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**CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 15, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming November 1, 2025, as Sister City / El Espino Day in the City of Grand Junction

Proclaiming October 15, 2025, as Support Your Local Chamber of Commerce Day in the City of Grand Junction

Public Comments

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

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, October 15, 2025 or 4) submitting comments [online](#) until noon on Wednesday, October 15, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of September 29, 2025, Workshop
- b. Minutes of October 1, 2025, Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning Approximately 27.20 acres to Public, Civic, and Institutional Campus (P-2), Located at 378 30 Road and Setting a Public Hearing for November 5, 2025

REGULAR AGENDA

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

3. Resolutions

- a. A Resolution Adopting and Approving the 2025-2027 Grand Junction Strategic Plan

4. Public Hearings

- a. Legislative
 - i. An Ordinance Authorizing the Issuance of General Fund Revenue Bonds
 - ii. An Ordinance Authorizing the Refinancing of Certain Short-Term Special Revenue Note, Series 2025

5. Procurements

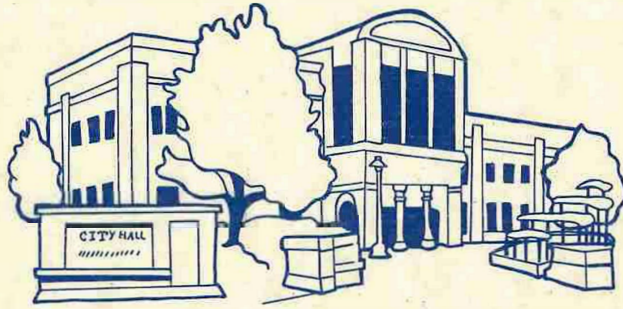
- a. Authorize Contract Amendment with FCI Constructors on the Community Recreation Center for a First Phase of Outdoor Facilities

6. Non-Scheduled Comments

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

7. Other Business

8. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, in 2005, the City of Grand Junction recognized El Espino, El Salvador as its official Sister City; and

Whereas, since the inaugural trip in 2004 with students from Colorado Mesa University, more than 100 members of the Grand Junction community have traveled to El Espino and participated in cultural immersion with the people as well as the spay/neuter brigades led by the Foundation for Cultural Exchange; and

Whereas, many Grand Junction residents have played an integral role in the education of youth in El Espino who are dedicated to creating a better life for the people of El Salvador; and

Whereas, sponsors of the Foundation for the Cultural Exchange's student scholarship program support over 30 high school and university students each year and have contributed to helping more than 25 students earn their university degrees; and

Whereas, throughout the previous 20 years, this city through its community partnership has fostered long-term relationships between the people of Grand Junction and El Espino, thereby advancing peace, prosperity, and cultural understanding in both communities; and

Whereas, it is appropriate to recognize all the efforts of the Foundation for Cultural Exchange on this twentieth anniversary and to express appreciation for the work they and other community members have done.

NOW, THEREFORE, I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 1, 2025, as

"El Espino Day"

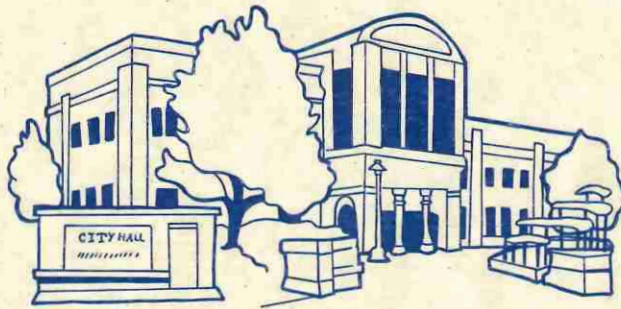
in the City of Grand Junction and congratulate the Foundation and all of the community members who have participated in cultural exchange with the people of El Espino.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of October 2025.

A handwritten signature in black ink that reads "Cody Kennedy".

Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, the Grand Junction Area Chamber of Commerce has served as the leading voice of business in Mesa County since its founding in 1884, dedicated to fostering a strong economy, advocating for pro-business policies, and creating opportunities for meaningful connection and growth; and

Whereas, the Chamber continues to champion the success of more than 700 member businesses—representing tens of thousands of employees—by providing resources, leadership development, and strategic partnerships that strengthen the entire Western Colorado region; and

Whereas, the Chamber actively drives workforce and talent development through initiatives such as WestSlope Works, the Young Entrepreneur Academy, and the Mesa County Leadership Program, connecting employers, educators, and future talent to ensure long-term regional prosperity; and

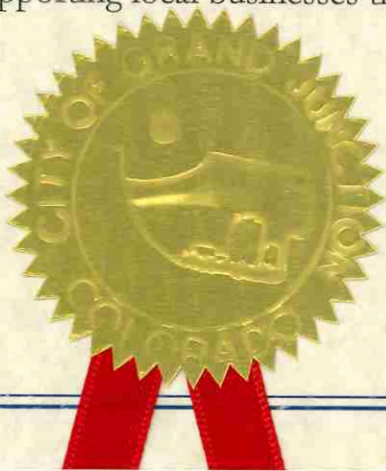
Whereas, the Chamber's commitment to economic vitality extends beyond advocacy—it convenes partners, cultivates collaboration, and celebrates innovation through events such as the Annual Energy Summit, Young Professionals Summit, and the Grand Valley BizMix, each designed to inform and empower the business community; and

Whereas, Chambers of Commerce like the Grand Junction Area Chamber play an essential role in promoting a vibrant, resilient, and connected community—one where businesses of all sizes can thrive and residents benefit from a growing, inclusive economy;

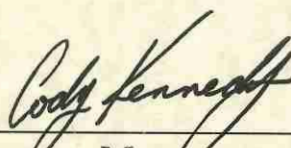
THEREFORE, I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim October 15, 2025, as

"Support Your Local Chamber of Commerce Day"

and encourages all residents, employers, and community leaders to learn more about the Grand Junction Area Chamber of Commerce, its impact on our economic prosperity, and the importance of supporting local businesses that keep our community strong.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of October 2025.



Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

September 29, 2025

Meeting Convened: 5:29 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

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

Staff present: City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Chief Financial Officer Jay Valentine, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. Grand Valley Outdoor Recreation Coalition (GVORC) Master Plan Letter of Support

Chandler Smith, Executive Director of the Grand Valley Outdoor Recreation Coalition (GVORC), provided a brief presentation and requested a letter of support from City Council for the GVORC to conduct, at its own expense, a comprehensive, county-wide Outdoor Recreation Master Plan and Feasibility Study. There was a general consensus to support the request and add this to the October 1, 2025, Regular City Council Meeting Agenda for formal approval.

b. Unhoused Needs and Strategy

Housing Manager Ashley Chambers, along with participants in the Mesa County Collaborative for the Unhoused (MCCUH), presented an overview of the Unhoused Needs Assessment (UHNA), the Unhoused Strategy & Implementation Plan, and progress on implementation. The plan builds on survey data and community input to create a coordinated roadmap for addressing homelessness, with MCCUH now leading collaborative efforts to move the community toward functional zero homelessness. City Council adopted the plan as a participant in July 2024. This workshop item was added at the direction of City Council after the August 4th workshop, whereby Council discussed the desire to revisit strategies related to the unhoused.

Key points included:

- The 2025 point-in-time count showed a 12% increase in individuals experiencing unsheltered homelessness compared to 2024.
- The greatest needs remain transitional housing, mental health care, and daytime services.

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- City staff noted ongoing collaboration with Mesa County, HomewardBound, and United Way of Mesa County to align services and avoid duplication.

c. Funding Discussion on the Request for Proposals for Comprehensive Community Solutions for Individuals Experiencing Homelessness

The purpose of this discussion item was to review and discuss staff and committee recommendations for funding allocations under the City's RFP for Comprehensive Community Solutions for Individuals Experiencing Homelessness, which was issued in May 2025 in response to the need for a more sustainable, coordinated system of services. The RFP sought proposals that advance the City's goals by addressing gaps in sheltering, housing stabilization, prevention, and supportive services. Of the nine proposals submitted, staff are recommending funding three projects—Grand Valley Catholic Outreach, Hilltop Family Resource Center, and The Joseph Center—based on their strong alignment with City goals, measurable outcomes, and capacity to deliver critical services. These recommendations are designed to ensure continuity of resources during a period of transition while positioning the City and its partners to make progress toward long-term homelessness reduction strategies. This item was presented by Community Development Director Tamra Allen and Housing Manager Ashley Chambers.

Key points included:

- There are no dedicated funds for this. Any funding would come out of the unreserved fund balance and one-time funds.
- Staff was seeking direction on whether the RFP hit the mark and should move forward or not.
- The three applications that staff chose for consideration to fund, if the Council should choose to move forward, are:
 - Grand Valley Catholic Outreach – Requested \$75,000 per year for three years, totaling \$225,000 to go directly to a rental assistance and eviction prevention program and specifically for survivors of domestic violence (\$61,152 from the current CDBG budget, and \$13,847 from the general fund reserves with one-time funding requests).
 - Hilltop Community Resources – Requested \$500,000 over three years to stabilize recent expansion efforts for emergency and transitional sheltering programs for young adults and domestic violence victims (staff recommended funding \$250,000 from general fund reserves).
 - Joseph Center – Requested \$200,000 each year for three years to expand and sustain its continuum of services, including continued funding for its emergency family shelter, day services, workforce programs, childcare, and case management, as well as combining housing and supportive services with behavioral health recovery (staff recommended funding \$100,000 which would also come from general fund reserves).

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- There was discussion about budget implications and annual appropriation based on the City's ability and resources to fund requests.
- There will be more discussion regarding this in the budget workshops.

d. Comprehensive Plan Amendment Discussion

At the August 4 City Council workshop, the City Council expressed its interest in updating certain sections of the 2020 Comprehensive Plan. The Plan provides two update processes depending upon the extent of the amendment. Staff used the time allotted during this work session to discuss and receive direction on possible amendments to the Comprehensive Plan.

Key points included:

- Staff recommended a 12–18 month process review to begin after 2026, once the strategic plan and budget have been finalized and approved.
- The importance of community engagement through several avenues in considering amendments was discussed.
- Staff highlighted the differences between Comprehensive Plan updates and Minor Plan Amendments that can be made without a new plan.

e. Urban Trails Committee Letter

The purpose of this discussion was for Council to discuss the draft letter to be delivered to the Urban Trails Committee, clarifying the purpose and role of the UTC at the next UTC meeting.

Key points included:

- A board and/or commission has a role in making recommendations to Council, but Council has the final say as the policy makers.
- The importance of committees being familiar with their bylaws and reviewing them for changes annually.
- Committees recording their meetings going forward, starting with a few pilot committees to test the process and equipment.
- Councilmembers' role to communicate their expectations to the boards and commissions that they liaise with in lieu of a formal letter to any one committee.

2. Council Communication

There was a discussion on the Colorado River District presentation and the Persigo workshop.

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3. Next Workshop Topics

City Manager Mike Bennett outlined future workshop topics that focus on the 2026 budget and strategic plan.

4. Other Business

There was none.

5. Adjournment

There being no further business, the workshop adjourned at 9:29 p.m.

Grand Junction City Council
Minutes of the Regular Meeting
October 1, 2025

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 1st day of October, at 5:30 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz (formerly Cole), Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Housing Manager Ashley Chambers, Community Development Director Tamra Allen, Planning Manager Niki Galehouse, Principal Planner Daniella Acosta Stine, Principal Planner Tim Lehrbach, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

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

Proclamations

Proclaiming October 2025 as Arts and Humanities Month in the City of Grand Junction

Councilmember Lutz read the proclamation. Commission on Arts and Culture Chair Robbie Breaux, accepted the proclamation.

Proclaiming October 5-11, 2025, as Fire Prevention Week in the City of Grand Junction

Councilmember Van Dyke read the proclamation. Public Safety Director Matt Smith and Deputy Fire Chief Gus Hendricks accepted the proclamation.

Public Comments

Public comments were heard from Regan Long, Thomas Copp, Theresa Cambron, and Ed Kowalski.

City Manager Report

City Manager Mike Bennett did not have a report.

Boards and Commission Liaison Reports

Councilmember Stout reported on the Colorado Municipal League (CML) policy committee, which will start meeting October 17, 2025.

Councilmember Lutz reported on Commission on Arts and Culture.

Councilmember Ballard reported on the Parks Improvement Advisory Board (PIAB), the “Drop in for Donuts” public engagement event with Councilmembers, and visiting the Colorado State University (CSU) Western Campus to learn about research that is being done to help the agriculture of local vineyards, orchards and fields adapt to Grand Junction’s unique climate. They are also conducting research on the damaging effects of hail.

Councilmember Beilfuss reported on the Business Incubator Center program (BIC), the Regional Center, Karis Youth Home, police ride along, “Drop in for Donuts” public engagement event with Councilmembers, and the Chamber of Commerce.

Councilmember Van Dyke reported on the Business Incubator Center program (BIC) and available tax credits, and their upcoming holiday expo.

Council President Kennedy reported on the upcoming Oktoberfest event hosted by the Museums of Western Colorado, and the Grand Junction Regional Airport Authority.

CONSENT AGENDA

1. Approval of Minutes

- a. Minutes of the September 8, 2025, Special Meeting Executive Session
- b. Summary of the September 15, 2025, Workshop
- c. Minutes of the September 17, 2025, Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Messick-Dangler Annexation of 27.2 Acres, Located at 378 30 Road, and Setting a Public Hearing for November 5, 2025

b. Legislative

- i. An Ordinance Authorizing the Issuance of General Fund Revenue Bonds - **MOVED TO THE REGULAR AGENDA**
- ii. An Ordinance Authorizing the Refinancing of Certain Short-Term Special Revenue Note, Series 2025

3. Procurements

- a. Authorization of Construction Contract for Street Maintenance - Neighborhood Mill and Overlay
- b. Sole Source Contract with Flexi-Liner to Line Bleach Storage Tanks at Water Treatment Plant

4. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the National Archives and Records Administration (NARA) for the Archival Projects Grant
- b. A Resolution Approving the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area
- c. A Resolution Amending Resolution 81-24 And Affirming the Sale of Real Property Located in the Dos Rios Subdivision, Grand Junction, Colorado

5. Other Action Items

- a. Grand Valley Outdoor Recreation Coalition (GVORC) Master Plan Letter of Support

Councilmember Ballard moved and Councilmember Van Dyke seconded to adopt Consent Agenda Item #1-5, excluding Item #2.b.i. Motion carried by a unanimous voice vote.

REGULAR AGENDA

2.b.i. An Ordinance Authorizing the Issuance of General Fund Revenue Bonds – MOVED FROM THE CONSENT AGENDA

An introduction was made by City Manager Mike Bennett. Chief Financial Officer Jay Valentine and Engineering & Transportation Director Trent Prall provided clarification on the ordinance authorizing the issuance of General Fund Revenue Bonds, as well as projects affected by this ordinance and were available to answer questions from Council. Comments were heard from Councilmembers Nguyen and Council Preseident Kennedy.

Councilmember Van Dyke moved, and Councilmember Nguyen seconded to approve Consent Agenda Item 2.b.i. Motion carried by a unanimous voice vote of 7-0.

6.a.i. An Ordinance Authorizing the City Manager to Sign a Lease Agreement for approximately 3 acres of City-Owned Property to Rural Homes for Affordable Housing

Rural Homes sought to lease approximately 3 acres at the northeast corner of the 21.78-acre property known as “The Salt Flats” for the development of for the conveyance of two lots totaling +/- 3 acres within the City-owned Salt Flats property for development of approximately 48 deed-restricted, for-sale homes serving households at or below 100% AMI. This lease agreement represents establishes site control and terms for Rural Homes’ for securing Proposition 123/other financing; the project utilizes a volumetric metric partnership with Fading West and will further split lots and utilize a fee-simple homeownership model with deed restrictions (no HOA) to reduce monthly costs and support long-term affordability.

Housing Manager Ashley Chambers presented this item, and was available to answer questions from Council.

Public comment opened at 6:19 pm.

There were no comments heard.

Public comment closed at 6:19 pm.

Councilmember Lutz moved, and Councilmember Stout seconded to adopt Ordinance No. 5277, an ordinance authorizing the City Manager to sign a Lease Agreement for approximately 3 acres of City-Owned property to Rural Homes for affordable housing development on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

6.a.ii. An Ordinance Concerning the Reinstatement and Extension of the Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC

On September 7, 2022, the City Council adopted Resolution 74-22, creating a new Corridor Infill Incentive and formula for calculating the incentive. The resolution included specific corridors in and near downtown, as well as in the Horizon Drive Overlay. The City received on November 4, a request by APR Grand Junction 3, LLC to utilize the Level 4 - Corridor Infill Incentive for a 168-unit multifamily apartment project called Landing on Horizon on 8.3 acres located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive. The City Council, by Ordinance No. 5119, approved a corridor incentive in the amount of \$1,529,974 for the Landing on Horizon project. The associated agreement provided that the incentive would be provided so long as the developer completed the project by June 28, 2025. The developer has not fully met the timeline, and the agreement has expired. However, the developer, when provided notice, is now requesting an extension of the agreement until December 1, 2025.

Community Development Director Tamra Allen, along with Niki Galehouse, presented this item and were available to answer questions from Council.

A representative from APR Grand Junction 3, LLC gave an update on the project to Council, and was available to answer any questions from Council.

Comments were heard from Councilmembers Stout, Ballard, Nguyen, Van Dyke and Council President Kennedy.

Public comment opened at 6:28 pm.

There were no comments heard.

Public comment closed at 6:28 pm.

Councilmember Stout moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5278, an ordinance reinstating and extending the Corridor Infill Incentive agreement with APR Grand Junction 3, LLC with an amendment of the date from December 1, 2025 to November 1, 2025, for the property located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive (Parcel 2705-312-03-002), Grand Junction, Colorado, and approving all actions heretofore taken in connection therewith on final passage and ordered final publication in pamphlet form. A roll call vote was conducted, and the motion failed 4-3 by a roll call vote with Councilmembers Beilfuss, VanDyke, Ballard and Council President Kennedy voting no.

Councilmember Ballard moved, and Councilmember Beilfuss seconded to adopt Ordinance No. 5278, an ordinance reinstating and extending the Corridor Infill Incentive agreement with APR Grand Junction 3, LLC for the property located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive (Parcel 2705-312-03-002), Grand

Junction, Colorado, and approving all actions heretofore taken in connection therewith on final passage and ordered final publication in pamphlet form. A roll call vote was conducted, and the motion passed 6-1 by a roll call vote against with Councilmember Stout voting no.

6.a.iii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Zone Districts and Dimensional Standards, Use Standards, Off-Street Parking, and Measurements and Definitions

And

An Ordinance Amending Sections of the Transportation Engineering Design Standards (Title 29 of the Grand Junction Municipal Code) Regarding Alternative Street Sections and Standard Street Sections

The proposed text amendment to the Zoning and Development Code will achieve greater flexibility in allowed residential uses and to preserve and promote context-sensitive design across development types, specifically by expanding the range of housing types allowed in medium- and high-density residential zone districts, introducing new design standards for certain housing forms in these districts, and modifying dimensional standards including minimum setback requirements. There is also a proposed text amendment to the Transportation Engineering Design Standards to introduce language allowing standard and alternative street sections to be adapted to the new setback standards proposed by the Zoning and Development Code text amendment.

Principal Planners Daniella Acosta Stine and Tim Lehrbach presented these items and were available to answer questions from Council. Planning Manager Niki Galehouse was also available to clarify changes to the Zoning and Development Code.

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

Public comment opened at 7:21 pm.

There were no comments heard.

Public comment closed at 7:21 pm.

Councilmember Nguyen moved, and Councilmember Stout seconded to adopt Ordinance No. 5279, an ordinance amending sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding zone districts and dimensional standards, use standards, off-street parking, measurements and

definitions, on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

Councilmember Van Dyke moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5280, an ordinance amending sections of the Transportation Engineering Design Standards (Title 29 of the Grand Junction Municipal Code) regarding multi-purpose easements and sight zone in standard and alternate street sections, on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

7. Non-Scheduled Comments

There were none.

8. Other Business

There was no other business to be discussed.

9. Adjournment

The meeting adjourned at 7:29 p.m.

Selestina Sandoval, MMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: October 15, 2025
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning Approximately 27.20 acres to Public, Civic, and Institutional Campus (P-2), Located at 378 30 Road and Setting a Public Hearing for November 5, 2025

RECOMMENDATION:

Staff recommends approval of the request. The Planning Commission will hear this item at its October 14, 2025, meeting. The Planning Commission recommendation will be provided to City Council with the staff report for the public hearing on this item.

EXECUTIVE SUMMARY:

The applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler are requesting a zone of annexation to Public, Civic, and Institutional Campus (P-2) zone district for the Messick-Dangler Annexation. The approximately 27.20 acres consists of one parcel of land located at 378 30 Road. The subject property is occupied by a single-unit residence and wedding venue. The property is Annexable Development per the Persigo Agreement. Annexation is requested to continue the wedding venue use. The zone district of P-2 is consistent with the Residential Medium land use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with this zoning request.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler are requesting a zone of annexation to Public, Civic, and Institutional Campus (P-2) zone district for the Messick-Dangler Annexation. The approximately 27.20 acres consists of one parcel of land located at 378 30 Road. The subject property is occupied by a single-unit residence and wedding venue. The property is Annexable Development per

the Persigo Agreement. Annexation is requested to continue the wedding venue use. The zone district of P-2 is consistent with the Residential Medium land use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning request.

The property is currently zoned in Mesa County as Residential Single Family – Rural (RSF-R). The surrounding zoning is Mesa County Residential Single Family – 4 (RSF-4), City of Grand Junction Residential Medium 8 (RM-8), and Mesa County Residential Single Family – Rural (RSF-R) to the north, Mesa County Planned Unit Development (PUD) to the east, Mesa County Residential Single Family – Rural (RSF-R) to the south, and Mesa County Residential Single Family – Rural (RSF-R) and Mesa County Planned Unit Development (PUD) to the west. Zoning will be considered for adoption by the City Council and requires review and recommendation by the Planning Commission.

The annexation area is served by Persigo sanitary sewer and Clifton Water District, and all other urban amenities are available to the properties. They are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for development and redevelopment in Tier 2 areas that have direct adjacency to the city limits of Grand Junction. Annexation of this parcel will introduce no immediate increase in impacts on infrastructure and City services. Future development potential, if realized, will minimally impact infrastructure and City services due to the already-developed state of the site and surrounding properties.

The purpose of the Public, Civic, and Institutional Campus (P-2) zone district is to allow the creation of mixed-use civic and institutional campuses where housing is provided in support of the other uses on the campus. The subject property is distinctive for being predominantly an artificial lake on the site of a former mining operation, the remainder being partially developed with a single-unit residence and wedding venue featuring indoor and outdoor operations. Availability of urban services and adjacency to a Major Collector road and Active Transportation Corridor, as identified in the Grand Junction Circulation Plan, render the property suitable for further development in accordance with allowed uses in the P-2 zone district, which include a range of residential uses, community and cultural facilities, educational facilities, parks and open space, food and beverage, office, and recreation and entertainment uses.

In addition to the P-2 zone district requested by the petitioner, Residential Medium 8 (RM-8), Residential Medium 12 (RM-12), Public, Parks and Open Space (P-1), and Planned Development (PD) would also implement the Comprehensive Plan land use designation of Residential Medium. While staff finds that the requested P-2 zone district is appropriate, RM-8 and RM-12 may likewise be appropriate for this property. Adoption of these latter districts would, however, render the existing wedding venue use nonconforming.

NOTIFICATION REQUIREMENTS

In accordance with 21.02.030(c) of the Grand Junction Municipal Code (GJMC), a Neighborhood Comment Meeting regarding the proposed Annexation and Zoning was held at Bookcliff Middle School on January 29, 2025. The applicants and their representative, City staff, and four members of the public attended.

Notice was completed consistent with the provisions at GJMC 21.02.030(g). The subject properties were posted with an application sign on September 5, 2025. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on October 3, 2025. The notice of the Planning Commission public hearing was published on October 4, 2025 in the Grand Junction Daily Sentinel.

ZONE OF ANNEXATION ANALYSIS

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

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

The proposed rezone to Public, Civic, and Institutional Campus (P-2) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal 1: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal 2: Encourage infill and redevelopment to leverage existing infrastructure.

The Comprehensive Plan places a priority on growth in areas identified for infill and redevelopment to effectively manage growth. This principle supports fiscally responsible policies that promote a compact pattern of growth to encourage an efficient use of land. Development is directed to areas where infrastructure is already present and the City can meet and maintain its level of service targets. This zone of annexation is supported by this plan principle because it leverages existing infrastructure and is already adjacent to existing corporate limits to the north. Further, annexation allows for additional development appropriate to the site with minimal expansion to existing infrastructure.

Intensification and Tiered Growth Plan.

The subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation of the subject property allows the suitable continued use of the property and provides development opportunities while minimizing

the impact on infrastructure and City services.

Land Use Plan: Relationship to Existing Zoning

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zone of Public, Civic, and Institutional Campus implements the Comprehensive Plan because it is an implementing zoning district of the Residential Medium designation. While staff finds that the requested P-2 zone district is appropriate, RM-8 and RM-12 may likewise be appropriate for this property. Adoption of these latter districts would, however, render the existing wedding venue use nonconforming.

Therefore, staff finds that this criterion has been met.

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

The subject property is distinctively characterized by being partially developed with a wedding venue use, partially undeveloped, and predominantly (artificial) lake on the site of a former mining operation.

Properties to the south, east, and northeast remain undeveloped. The semi-rural nature of the property, coupled with the development standards and allowed uses within the P-2 zone district, yield a site that is presently developed appropriate to both its urban and rural adjacencies and required to remain such even if further developed with allowed or conditional uses.

Therefore, staff finds that this criterion has been met.

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

A rezone to Public, Civic, and Institutional Campus allows for the continuation of an existing use appropriate to a distinctive property and further allows the introduction of new uses which support utilizing existing resources and infrastructure for suburban infill development.

The existing use may not be continued under existing Mesa County zoning, and a request for a rezone constitutes Annexable Development under the 1998 Intergovernmental Agreement Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System ("Persigo Agreement"), as amended. The Persigo Agreement directs that all Annexable Development, as defined therein, must only occur within the City and under the City's jurisdiction. Existing development on the site is not allowed under Mesa County zoning but is both allowed by and appropriate to the requested City of Grand Junction P-2

zone district.

Annexation and zoning of the property will allow the continuation of an existing service business and will provide additional land within the City limits for growth. In either case, the Persigo Agreement anticipates both that such development shall occur within the City and that directing development accordingly is to the benefit of City and County alike.

Therefore, staff finds that this criterion has been met.

FINDING OF FACT AND RECOMMENDATION

After reviewing the Messick-Dangler Zone of Annexation, ANX-2025-116, request for the property located at 378 30 Road from Mesa County Residential Single Family – Rural (RSF-R) to Public, Civic, and Institutional Campus (P-2), the following finding of fact has been made:

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

Therefore, staff recommends approval of the request. The Planning Commission will hear this item at their October 14, 2025 regular meeting. Their recommendation will be provided to City Council with the staff report for the public hearing on this item.

FISCAL IMPACT:

This zoning item has no direct fiscal impact.

SUGGESTED MOTION:

I move to introduce and pass for publication an Ordinance zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2) zone district and set a public hearing for November 5, 2025.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Annexation Plat
3. Exhibit 3. Schedule and Summary Table
4. Exhibit 4. Site Maps
5. ORD-Messick-Dangler 20251008



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: Annexation/Zone of Annexation

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: 378 30 Road, Grand Junction, CO 81504

Site Acreage: 27.20 +/-

Site Tax No(s): 2943-212-00-068

Site Zoning: RSF-R

Project Description: Annexation into Grand Junction city limits.

Property Owner Information

Name: Carrie & Cory Messick &
S. Valarie Dangler

Street Address: PO Box 4282

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Applicant Information

Name: Carrie & Cory Messick & S.
Valarie Dangler

Street Address: 378 30 Rd.

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Representative Information

Name: Kim Kerk Land Consulting &
Development

Street Address: 342 North Ave

City/State/Zip: Grand Junction, CO
81501

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #: _____

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

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: _____

Kim Kerk
Please print and sign

Date: 11/14/2024

Signature of Legal Property Owner: _____

Valarie Dangler
Please print and sign

Date: 2-7-25



OWNERSHIP STATEMENT - NATURAL PERSON

Print Form

I, (a) Carrie Messick, Cory Messick & Sharon Valarie Dangler, am the owner of the following real property:

(b) 378 30 Rd, Grand Junction, CO 81504

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):

I have reviewed the application for the (d) Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) N/A

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:

Sharon Valarie Dangler, Carrie Messick, Cory L. Messick

Printed name of owner: Sharon Valarie Dangler, Carrie Messick, Cory L. Messick

State of Colorado

County of Mesa

) ss.

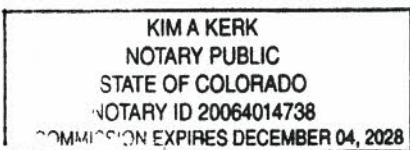
Subscribed and sworn to before me on this 4th day of June, 20 25

by Carrie Messick, Cory Messick & Sharon Valarie Dangler

Witness my hand and seal.

My Notary Commission expires on

12/04/2028



Kim A. Kerk
Notary Public Signature



Prepared by:

CARRIE MESSICK, CORY L MESSICK

378 30 rd, 378 30 rd

Parcel ID:

2943-212-00-068

Quitclaim Deed

THIS DEED is dated December 3, 2022, between:

CARRIE MESSICK, married, of 378 30 rd, and CORY
L MESSICK, married, of 378 30 rd, (collectively the
"Grantor")

AND

CARRIE MESSICK, married, of 378 30 RD, CORY
MESSICK, married, of 378 30 RD, and SHARON
VALARIE DANGLER, not married, of 378 30 RD,
(collectively the "Grantee")

AS: Joint Tenants

WITNESS, that the Grantor, for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, have remised, released, and sold, as well as quitclaim, unto the Grantees, their heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real property, together with improvements, if any, situate, lying and in the County of MESA of the State of Colorado, described as follows:

PARCEL 2 HITCHCOCK MAJOR BOUNDARY LINE ADJUSTMENT SEC 21 1S 1E - 27.17AC

according to the recorded plat in the Office of the County Clerk and Recorder filed August 28, 2022.

This property is also known by street number as 378 30 rd.

Assessor's schedule or parcel number: 2943-212-00-068.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

Signed in the presence of:

Signature

Name

Carrie Messick

CARRIE MESSICK

Cory L Messick

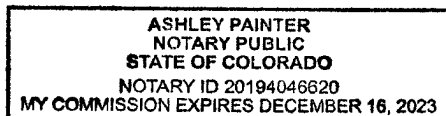
CORY L MESSICK

State of Colorado, County of Mesa

Signed before me on this 3rd day

of Dec. 2022 by Carrie Cory Messick

Notary Public Ashley Painter





**Messick/ Dangler Annexation
378 30 Road
Grand Junction, Colorado 81504**

**General Project Report
City of Grand Junction Annexation Request**

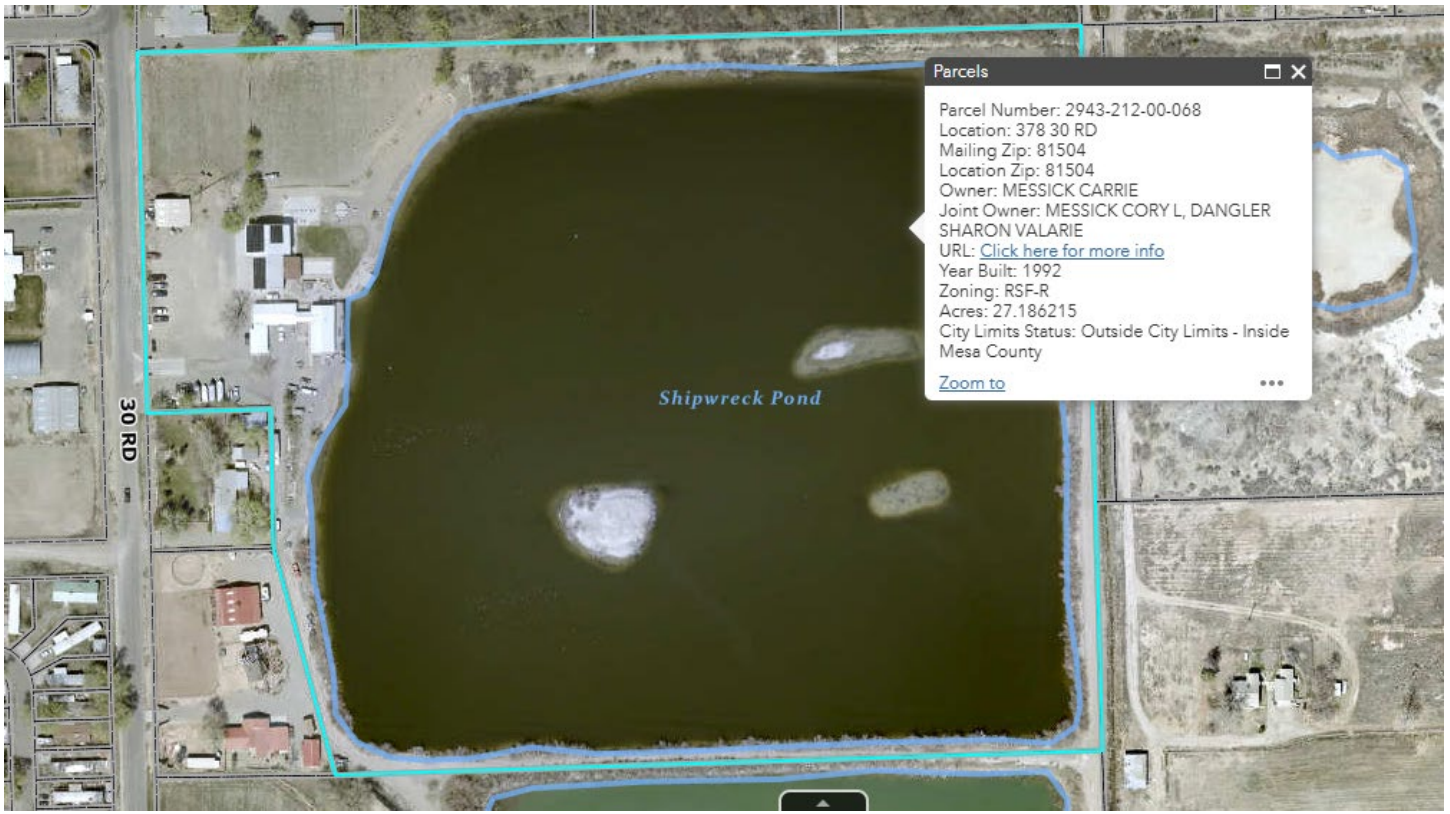
Date: February 02, 2025
Prepared by: Kim Kerk, Project Manager

Submitted to: City of Grand Junction- Community Development
250 N. 5th Street Grand Junction, CO 81504
Attn: Tim Lehrbach

Project: 378 30 Rd. Annexation
Property Address: 378 30 Road, Grand Junction, CO 81504
Tax Parcel Numbers: 2943-212-00-068

Site Location

2024 City/County Air Photos



378 30 Road

Project Description & Introduction:

Kim Kerk Land Consulting & Development is representing the property owners, Cory and Carrie Messick and Val Dangler, to request annexation of the subject property into the City of Grand Junction. Currently, the property has 1 residential home and 1 metal building. A portion of the property has been developed into a wedding venue, known as Sky Lake Events LLC. The parcel is currently zoned RSF-R in Mesa County. RSF-R requires a Conditional Use Permit for this business operation. The application for the Conditional Use Permit, along with its location within the Persigo 201 Boundary, prompted the annexation request. If the request is approved, the zone will be designated as P-2 (Public, Civic, and Institutional Campus).

P-2 Intent

The P-2 district is intended to allow the creation of mixed-use civic and institutional campuses where housing is provided in support of the other uses on the campus. P-2 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation, which allows the operation of a wedding venue.

Property Location:

This parcel of land is 27.20+/- acres, the tax parcel number for 378 30 Road is 2943-212-00-068, and is described as follows:

SITUATED IN THE NW¹/₄ NW¹/₄ AND THE SW¹/₄ NW¹/₄ SECTION 21 TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT COUNTY OF MESA, STATE OF COLORADO.

Neighborhood Meeting

The required neighborhood meeting was held on January 29, 2025, at Bookcliff Middle School. See attached list for attendees and topics discussed.

Land use in the surrounding area

Existing land use:

North – Residential lots (Mesa County zoning – RSF-4 & RSF-R) (City of Grand Junction – zoning - RM-8)

East – 31 1/4 Road alignment, residential lots (Mesa County zoning – RSF R & PUD)

South – Residential lots (Mesa County zoning – RSF-R)

West – Residential lots (Mesa County zoning – RSF R & PUD)

Site access

Current site access is off 30 Road, once annexation is complete, access will continue as pre-existing.

Approval Criteria: Annexation

The application shall meet all applicable statutory and City administrative requirements. The City Council shall use the following criteria when evaluating a request for annexation. Annexation is, however, a discretionary, legislative act. The City shall never be compelled to annex, unless otherwise required by state law, even if all these review criteria have been satisfied.

(i) The annexation complies with the Municipal Annexation Act of 1965, as amended (**§ 31-12-101 C.R.S., et seq.**). Contiguity is presumed to satisfy the eligibility requirement of **§ 31-12-104 C.R.S.**. **This annexation request complies with the requirements of Municipal Annexation Act of 1965, as amended (§ 31-12-101 C.R.S., et seq).**

(ii) The proposed zoning is appropriate, based upon consideration of the following factors:

(A) The proposed zoning is consistent with the Comprehensive Plan designation of the property; and

The proposed zoning is consistent with the Comprehensive Plan designation of P-2.

(B) The proposed land uses are consistent with the purpose and intent of the proposed zone district.

The proposed wedding venue use is an allowed use in the requested zone of P-2.

(iii) The annexation will not limit the ability to integrate surrounding land into the City or cause variances or exceptions to be granted if the adjacent land is annexed or developed.

Annexation of this property will not affect or limit the ability of surrounding properties, nor will it cause the neighboring properties to need a variance or exception in order to annex or develop.

(iv) The landowner has waived in writing any preexisting vested property rights as a condition of such annexation.

The landowner understands and has waived the pre-existing vested property rights as required to annex the property into the city limits.

Conclusion:

The applicant respectfully submits this application for City of Grand Junction Annexation, in accordance with the City of Grand Junction Community Development Code requirements.

Thank you.



Wedding Venue-378 30 Rd. Neighborhood Meeting – 1/29/2025

The meeting was held at Bookcliff Middle School and started at 6pm. In attendance were 4 neighbors, City of Grand Junction Planner Timothy Lehrbach, Project Manager Kim Kerk and Owners Cory & Carrie Messick (see attached sign-in sheet).

Kim Kerk, Project Manager (PM) is the representative working with the team to coordinate the project. All comments will be submitted to the City of Grand Junction for the submittal process. The annexation of a Wedding Venue on 27.20 acres in the County currently RSF-R. Annex & Rezone into City limits requires Rezone to P-2.

Kim & Tim explained P-2 zoning information.

Questions and discussion points are as follows: Noise and parking.

Q) Will there be a noise ordinance?

A) Yes, there will be a noise ordinance. Music will be shut down at 10pm. And there won't be any fireworks.

Q) Will I have to annex too?

A) No.

Q) Why are they getting a variance?

a) It is not a variance; it is a rezone/annexation in GJ City limits. FLU is already designated P-2.

A neighbor called Kim 2/4/2025, she missed the meeting. She expressed the same concerns, noise, parking & fireworks.

The meeting adjourned at 6:23 pm.

Both Timothy Lehrbach and Kim Kerk expressed that they are available at any time by phone or email and will update them on any changes with the project going forward.



☐ **MESSICK-DANGLER ANNEXATION
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: 378 30 Road, Mesa County, CO 81504
TAX ID #: 2943-212-00-068

SITUATED IN THE NW¼ NW¼ AND THE SW¼ NW¼ SECTION 21 TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN AND BEING PARCEL 2 OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT COUNTY OF MESA, STATE OF COLORADO

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Messick-Dangler Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

Cory Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE

DATE

Cory Messick

2-7-25

Carrie Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE
Carrie Messick

DATE



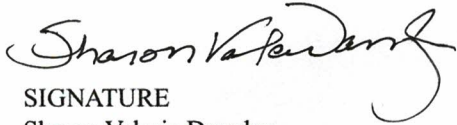
2-7-25

Sharon Valarie Dangler

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS



SIGNATURE
Sharon Valarie Dangler

DATE

2-7-25

(Messick-Dangler Annexation Petition)

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

S. Valarie Dangler, Corzy Lee Messick and Carri
Ellen Messick, of lawful age, being first duly sworn, upon oath, deposes and
says:

That (s)he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it
purports to be.

Subscribed and sworn to before me this 7 day of February, 2025.

Witness my hand and official seal.



Notary Public

342 North Ave.

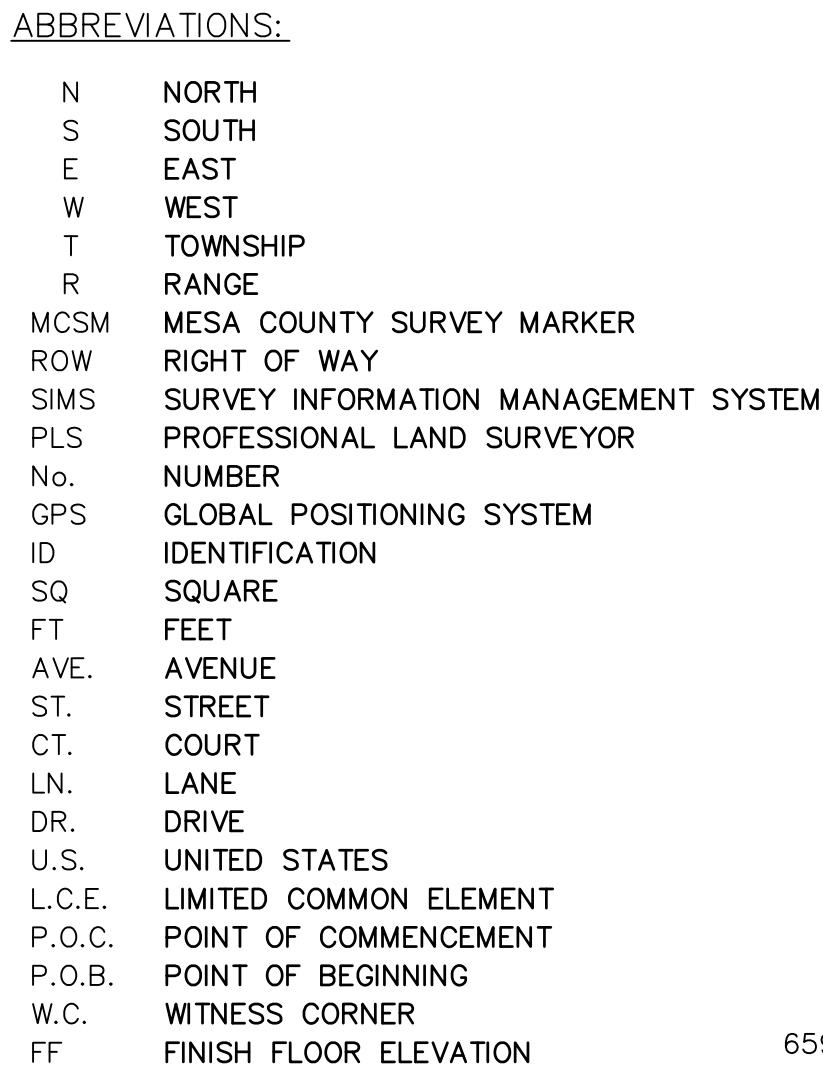
Grand Junction, CO 81501

Address

My commission expires: 1-9-2028

CERINA LYNN GEARHART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044007103
MY COMMISSION EXPIRES JANUARY 9, 2028

SITUATED IN THE NW¼ NW¼ AND THE SW¼ NW¼ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO

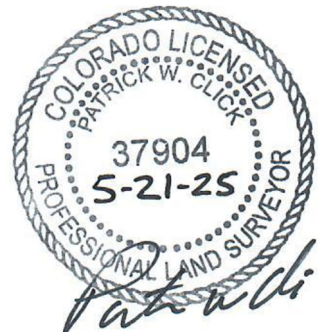


A vertical list of 20 mathematical symbols and icons, including a compass, circle, triangle, hexagon, circle with dot, square, infinity, infinity with arrow, infinity with minus, square with X, circle with S, infinity with S, infinity with plus, infinity with star, infinity with circle, and two horizontal lines with OH and SS labels and various Greek letters.

LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE _____
DEPOSIT No. _____

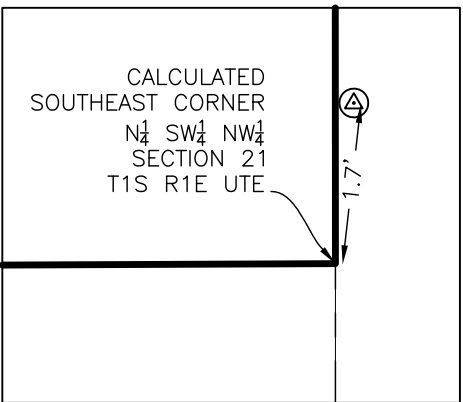
1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
2. BEARINGS ARE BASED ON THE WEST LINE OF NW¼ NW¼ SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. THE VALUE USED 00°03'00"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 3053415 (AND 1423870, SEE NOTE 5), OF THE MESA COUNTY RECORDS.
5. THE DEED REFERRED TO IN THE DEDICATION OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT (BOOK 1592 PAGE 256 AND RECEPTION NUMBER 1423870) INDICATES THAT THE NORTH LINE OF SAID PARCEL 2 SHOULD FOLLOW THE NORTH LINE OF THE S½ NW¼ NW¼ OF SAID SECTION 21. SAID DEED ALSO SHOWS THAT THE SOUTH LINE OF PARCEL 2 SHOULD FOLLOW THE SOUTH LINE OF THE N½ SW¼ NW¼ OF SECTION 21. NEIGHBORING DEEDS ARE IN HARMONY WITH THESE BOUNDARIES. SEE DEEDS NORTH OF THE SUBJECT PROPERTY AS SHOWN HEREON FOR ADJOINING PARCELS. SEE ALSO OLDER DEED FOR NEIGHBORING PROPERTY TO THE SOUTH (RECEPTION NUMBER 640114). PLAT VS CALCULATED LABELS ARE SHOWN HEREON TO HIGHLIGHT THESE DIFFERENCES. A DETAIL IS ALSO PROVIDED TO SHOW WHERE THE PREVIOUSLY SET SOUTHEAST CORNER OF PARCEL 2 COMPARES WITH THE CALCULATED POSITION. NO PREVIOUSLY SET MONUMENT WAS FOUND AT THE NORTHEAST CORNER OF PARCEL 2.

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision and responsible charge. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.



COLORADO REGISTERED LAND SURVEYOR PLS #37904

3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038





Legal Description-378 30 Rd.-Wedding Venue (Parcel #2943-212-00-068):

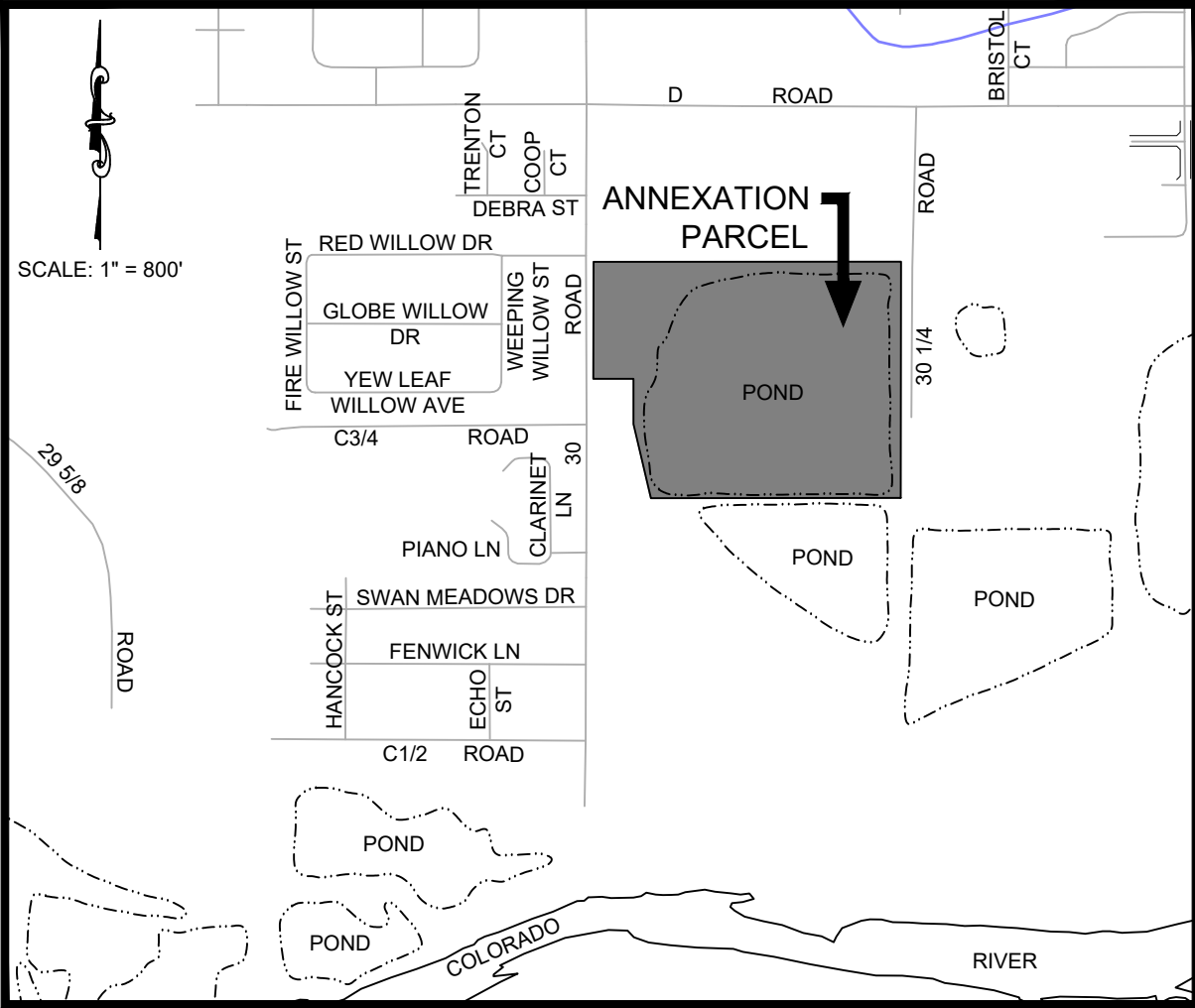
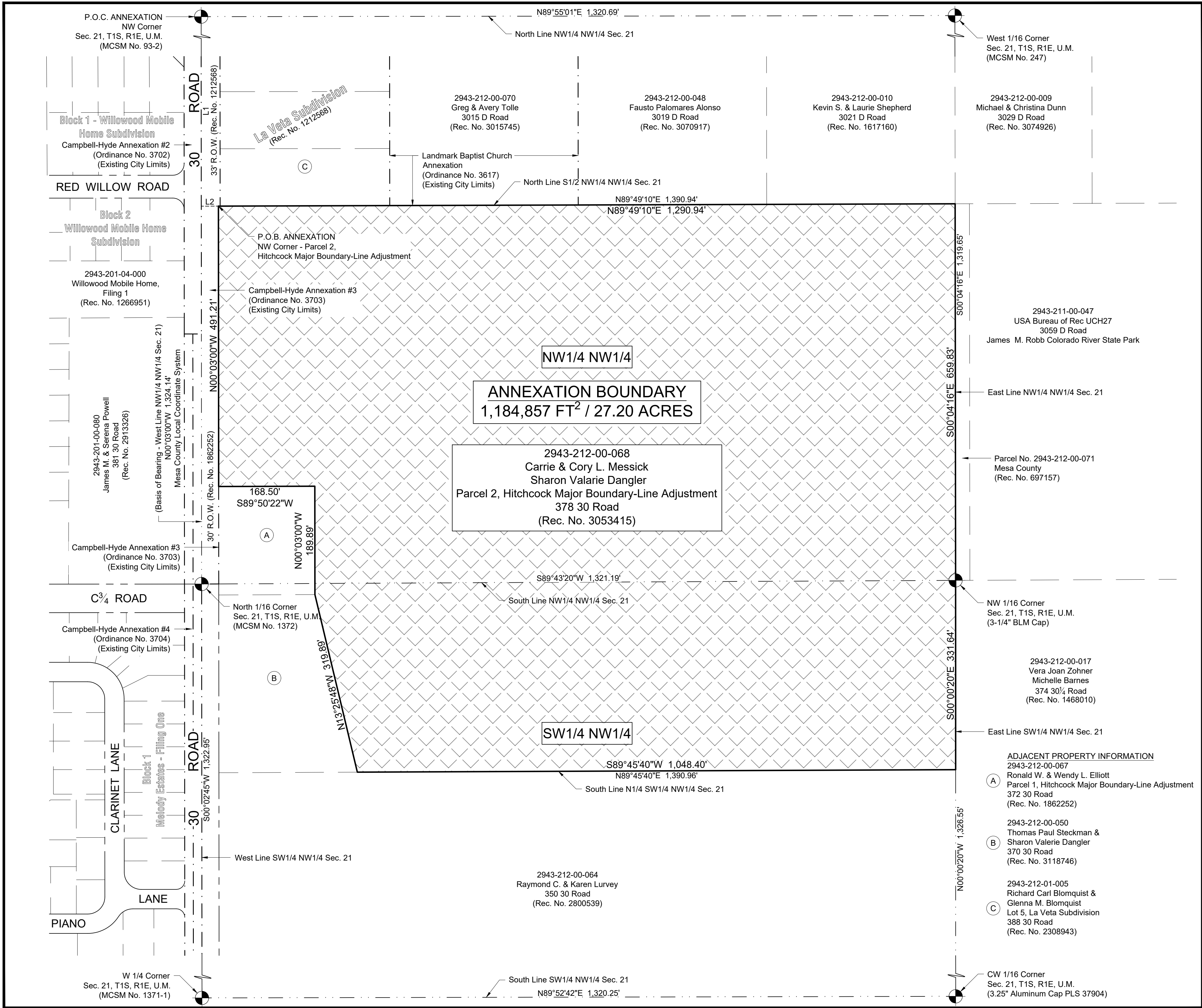
SITUATED IN THE NW¹/₄ NW¹/₄ AND THE SW¹/₄ NW¹/₄ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO

PARCEL 2 HITCHCOCK
MAJOR BOUNDARY LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO. Soid parcel contains 27.20 ACRES.

MESSICK - DANGLER ANNEXATION

Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) & the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21, & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252) Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'00"E	662.00'
L2	N89°57'00"E	30.00'



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land as recorded at Reception Number 3053415, located in the northwest quarter of the northwest quarter (NW1/4 NW1/4) and the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 21, being Parcel 2 of the Hitchcock Major Boundary-Line Adjustment, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north sixteenth corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary-Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning;

- thence the following eight (8) courses around the perimeter of said Parcel 2:
- 1) N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet) and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)
 - 2) S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21
 - 3) S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2
 - 4) S89°45'40"W, a distance of 1,048.40 feet
 - 5) N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary-Line Adjustment
 - 6) N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1
 - 7) S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3
 - 8) N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,184,867 Square Feet or 27.20 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	4,500.29 FT.
CONTIGUOUS PERIMETER	821.50 FT.
AREA IN SQUARE FEET	1,184,857 FT ²
AREA IN ACRES	27.20 AC.
AREA WITHIN R.O.W.	0.000 FT ²
	0.000 AC.
AREA WITHIN DEEDED R.O.W.	0.000 FT ²
	0.000 AC.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	
SECTION LINE	
RIGHT-OF-WAY	
ADJOINER	

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T	TOWNSHIP	REC.	RECEPTION
R	RANGE		

ORDINANCE NO.
0000

EFFECTIVE DATE
00/00/2025

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

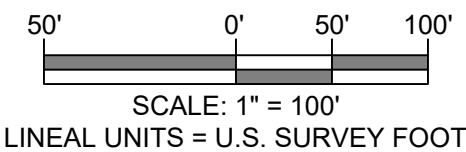
ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38464
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

G:\Data\SURVEY\Annexations\2025\Messick-Dangler Annexation\Messick-Dangler Annexation.dwg - PLOTTED 2025-08-07

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

DRAWN BY: NCW DATE: 07/29/2025
REVIEWED BY: ABL DATE: 08/07/2025
CHECKED BY: RBP DATE: 08/06/2025
APPROVED BY: ABL DATE: _____



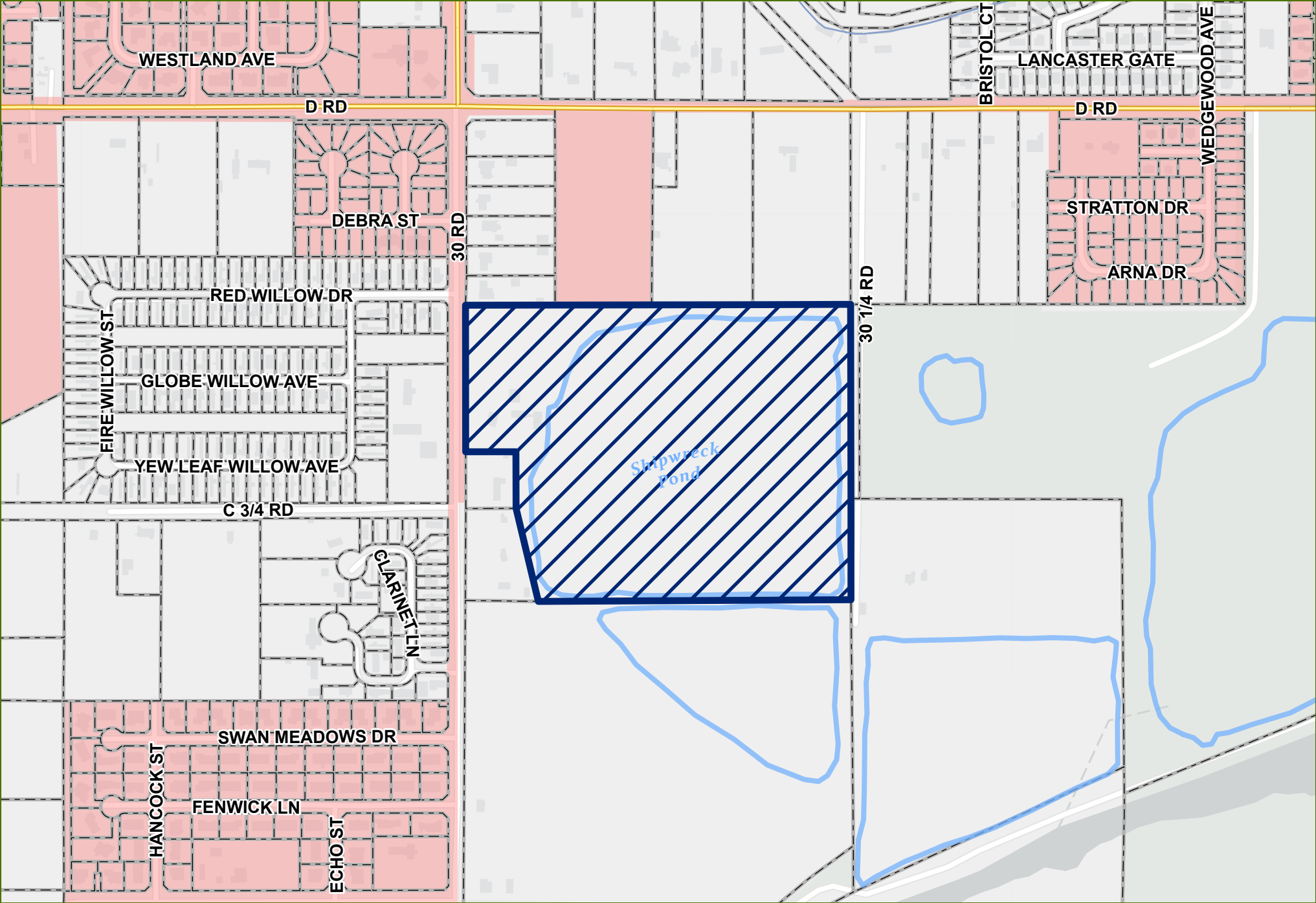
Engineering & Transportation
Department
244 North 7th Street - Grand Junction, CO. 81501

MESSICK - DANGLER ANNEXATION
Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) & the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21, & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252) Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

1 OF 1

MESSICK-DANGLER ANNEXATION SCHEDULE				
September 3, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
September 23, 2025		Planning Commission Considers Zone of Annexation		
October 1, 2025		City Council Intro Proposed Zoning Ordinance		
October 15, 2025		City Council Accept Petition/Annex and Zoning Public Hearing		
November 17, 2025		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2025-116		
Location(s)		378 30 Road		
Tax ID Number(s)		2943-212-00-068		
Number of Parcel(s)		1		
Existing Population		5		
Number of existing Dwelling Units		1		
Acres Land Annexed		27.2		
Developable Acres Remaining		27.2		
Right-of-way in Annexation		0		
Previous County Zoning		RSF-R		
Proposed City Zoning		P-2		
Surrounding Zoning:	North:	RSF-4, RSF-R (County) / RM-8 (City)		
	South:	RSF-R		
	East:	PUD		
	West:	PUD		
Current Land Use		Wedding Venue		
Proposed Land Use		Wedding Venue		
Surrounding Land Use:	North:	Residential		
	South:	Agricultural		
	East:	Government		
	West:	Residential		
Comprehensive Plan Designation:		Residential Medium		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$461,090.00		
	Actual	\$461,090.00		
Address Ranges		378 20 Road		
Special Districts:	Water	Clifton		
	Sewer	Persigo		
	Fire	Grand Junction Rural		
	Irrigation/Drainage	Grand Valley Drainage District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Messick-Dangler Annexation



0 125 250 500 Feet

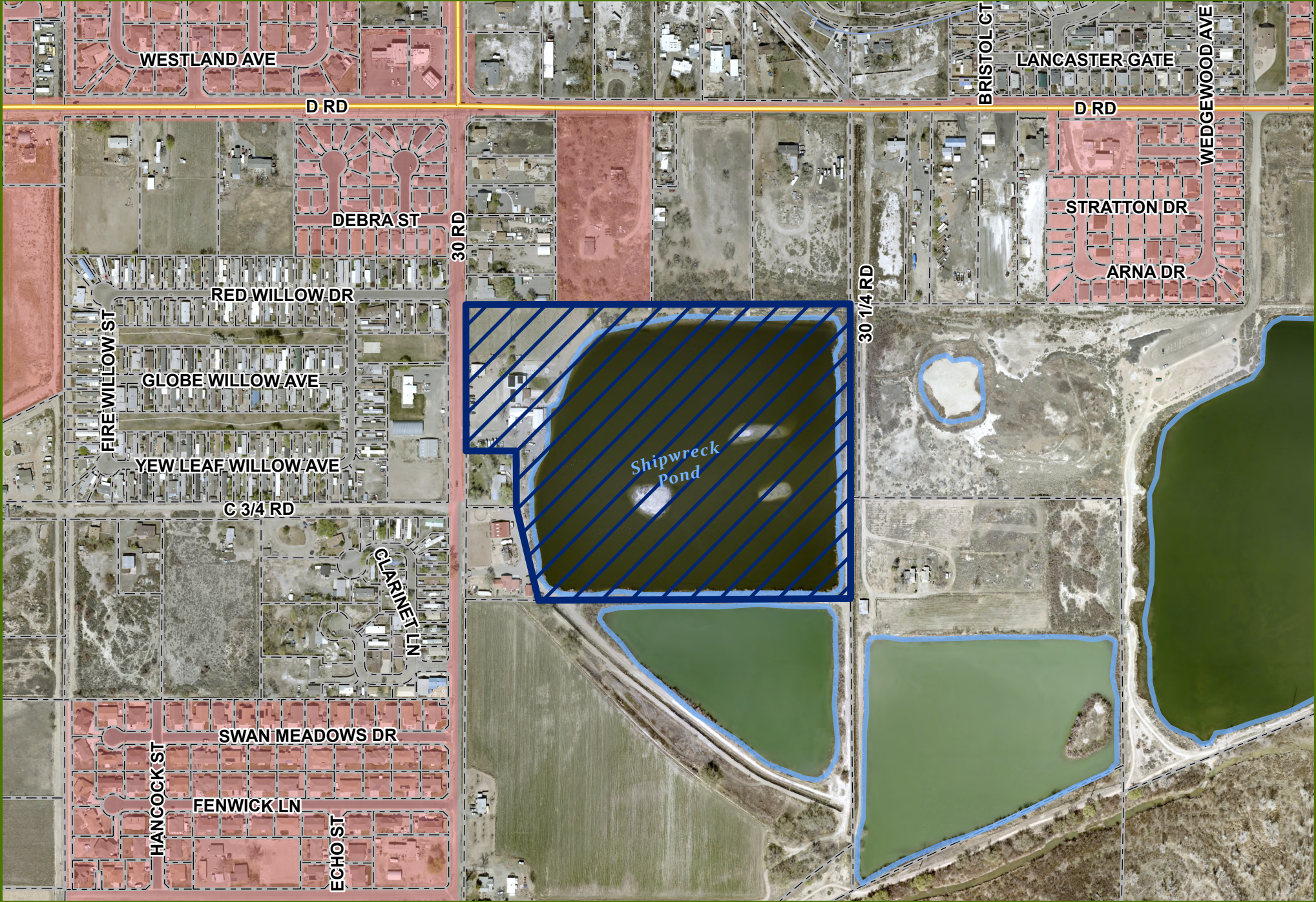


Annexation Site



City Limits

Messick-Dangler Annexation



0 125 250 500 Feet

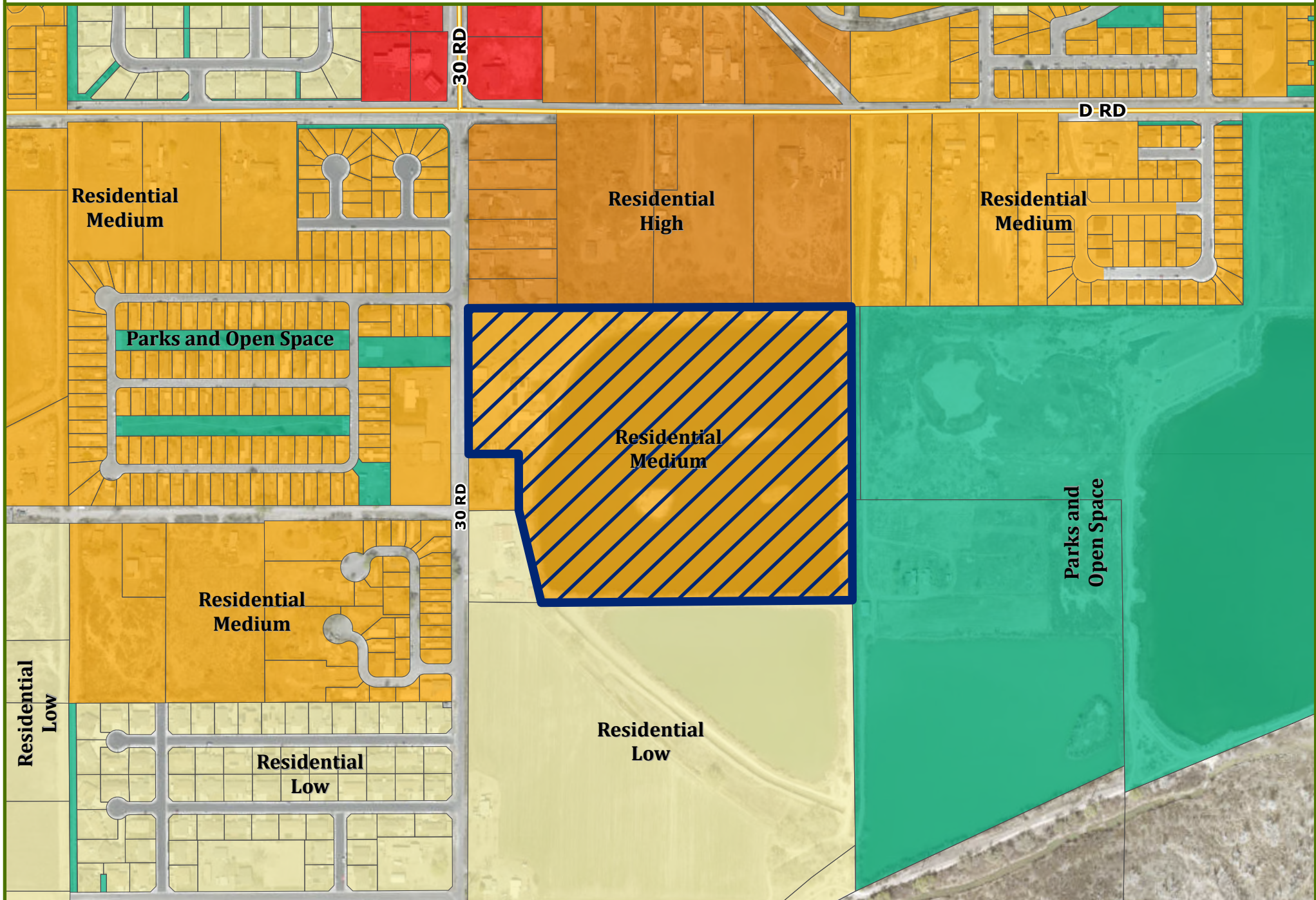


Annexation Site



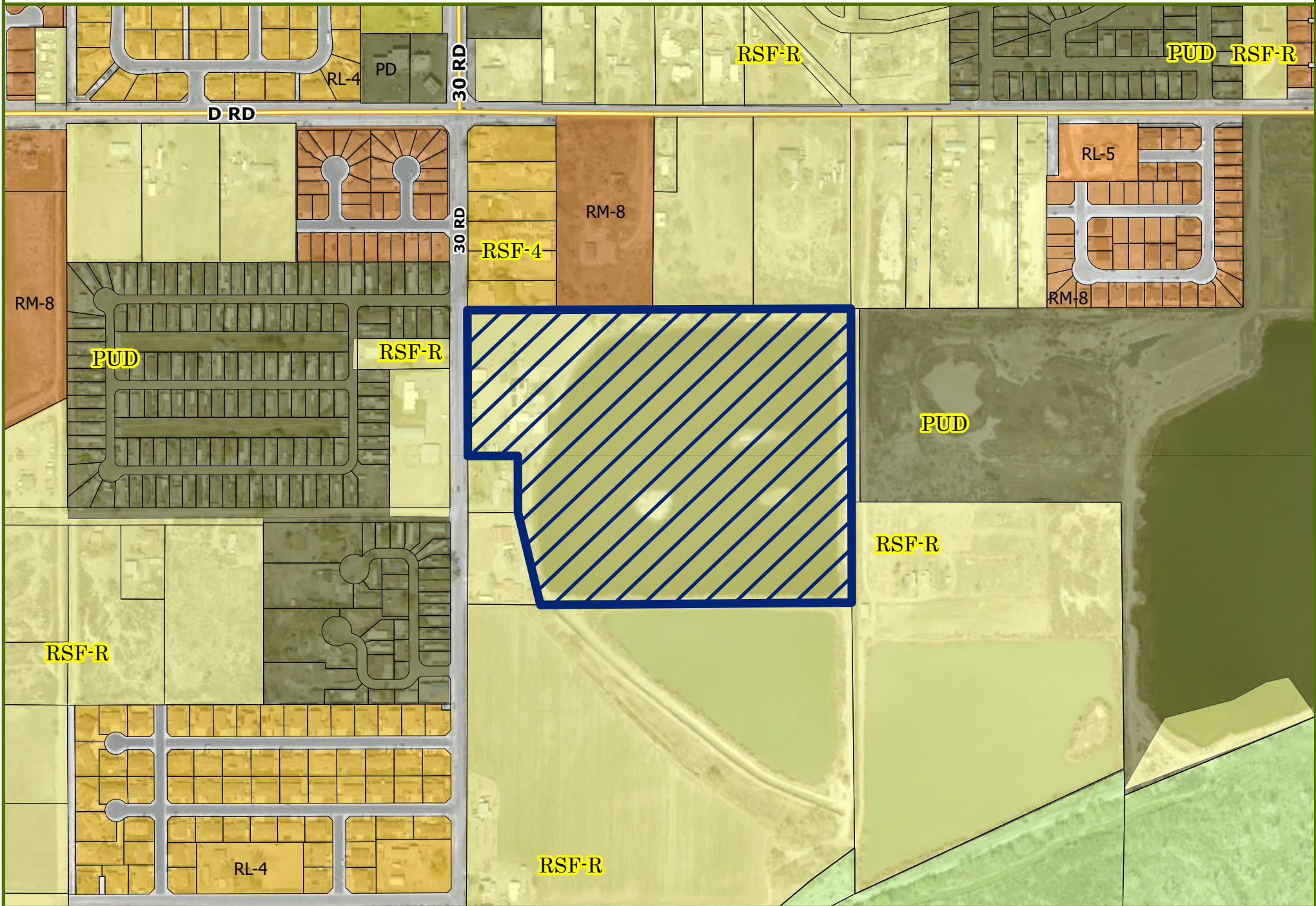
City Limits

Messick-Dangler Annexation - Land Use



0 125 250 500 Feet

Messick-Dangler Annexation - Zoning



0 125 250 500 Feet



Annexation

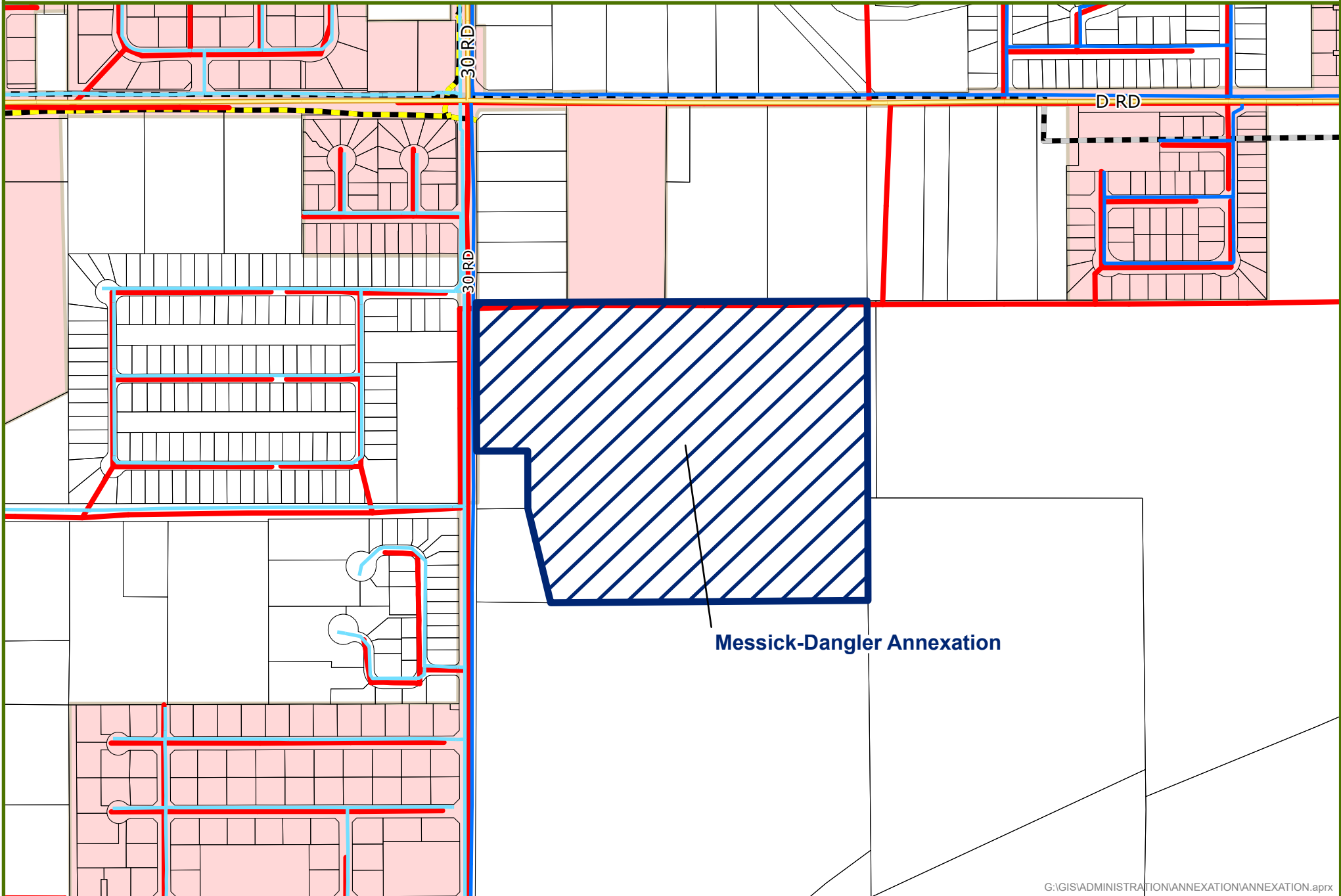
City Zoning

County Zoning

Date Created: 7/23/2025



Messick-Dangler Annexation - Utilities



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0 0.05 0.1 Miles

- UTE WATER
- CLIFTON WATER
- SEWER
- CITY FIBER
- NON-CITY FIBER

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING MESSICK-DANGLER ANNEXATION
TO PUBLIC, CIVIC, AND INSTITUTIONAL CAMPUS (P-2) ZONE DISTRICT**

LOCATED AT 378 30 ROAD

Recitals:

The property owner has petitioned to annex their 27.20 acres into the City. The annexation is referred to as the "Messick-Dangler Annexation."

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Messick-Dangler Annexation consisting of 27.20 acres from County RSF-R (Residential Single Family - Rural) to P-2 (Public, Civic, and Institutional Campus) finding that the P-2 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that request for the P-2 (Public, Civic, and Institutional Campus) district is in conformance the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning & Development Code.

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

ZONING FOR THE MESSICK-DANGLER ANNEXATION

The following parcel in the City of Grand Junction, Mesa County, Colorado is hereby duly and lawfully zoned as follows:

A parcel of land as recorded at Reception Number 3053415, located in the northwest quarter of the northwest quarter (NW1/4 NW1/4) and the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 21, being Parcel 2 of the Hitchcock Major Boundary - Line Adjustment, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north sixteenth corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary - Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning; thence the following eight (8) courses around the perimeter of said Parcel 2;

1. N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet) and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)
2. S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21
3. S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2
4. S89°45'40"W, a distance of 1,048.40 feet
5. N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary - Line Adjustment
6. N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1
7. S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3
8. N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said parcel of land containing 1,184,867 Square Feet or 27.20 Acres, more or less.

Said parcel shall hereby be zoned Public, Civic, and Institutional Campus (P-2).

INTRODUCED on first reading this 15th day of October 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 5th day of November 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: October 15, 2025

Presented By: Lauren Palmer

Department: City Manager's Office

Submitted By: Johnny McFarland

Information

SUBJECT:

A Resolution Adopting and Approving the 2025-2027 Grand Junction Strategic Plan

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item is to consider the adoption of the City of Grand Junction 2025 - 2027 Strategic Plan.

BACKGROUND OR DETAILED INFORMATION:

In early 2025, City staff solicited qualified consultants to assist in the facilitation and development of the 2025-2027 City Council Strategic Plan. Everstrive Solutions LLC. was selected after review and interview with staff and designated City Council liaisons. On July 10 and 11, 2025, Everstrive hosted a City Council Strategic Planning Retreat, which resulted in the development of five key pillars that will guide the City's priorities over the next two years. On July 29, 2025, the consultants held an Executive Strategic Planning Retreat to present the City Council's pillars to executive leadership, allowing staff to begin developing goals and action items that would achieve the City Council's strategic vision. Everstrive and City staff jointly developed an initial draft of the Strategic Plan, which was presented to City Council at a Special Meeting on August 12, 2025.

Staff then developed a second draft to incorporate the City Council's thoughts and feedback on the goals and action items after the August 12 meeting, and included recommended metrics to demonstrate achievement of the Plan's goals and pillars. That draft was presented to the City Council at the October 6, 2025, City Council Workshop. Discussion resulting from this meeting led to a few revisions to the draft attached to this staff report.

Upon approval, staff will provide quarterly updates to the City Council and the public. These updates will fill in the 2026 metric columns (for those applicable to quarterly changes) and provide a narrative report updating progress on the strategic plan. In January 2026, the Baselines will be updated with January – December data, as they currently include January through September 2025 data, unless otherwise noted. Some metrics include the words “New Measure.” This references a couple of situations: (1) something we already do but have not tracked quantities and will need more time to quantify before updating, or (2) is a new measure we will begin to track for the first time.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No. 67-25, a resolution adopting and approving the 2025-2027 Grand Junction Strategic Plan.

Attachments

1. 2025 Grand Junction Strategic Framework 10-15-25
2. RES-Strat Plan Approval 20251008



CITY OF GRAND JUNCTION, COLORADO

STRATEGIC FRAMEWORK

2025-2027



INTRODUCTION

The City of Grand Junction, Colorado engaged EverStrive Solutions to facilitate a process to update the City's priorities and work plan for the next two years. This process began with a City Council strategic planning retreat held on July 10–11, 2025, where five strategic pillars were established. On July 29, 2025, department directors and senior staff participated in an implementation workshop to identify critical action steps and performance indicators aligned with the Council's priorities.

This document summarizes the priority-setting process and serves as a foundational guide for the development of the Fiscal Year 2026 budget. It is not intended to be a comprehensive list of all services or projects the City will undertake. Rather, it highlights the most critical actions expected to have the greatest impact on advancing the City Council's strategic direction over the next two years. While not all initiatives may be fully implemented within this timeframe, the goal is to demonstrate measurable progress and accountability to the public. This effort is designed to help the City maximize its resources and make informed decisions when faced with competing priorities.

GUIDING PRINCIPLES

Throughout the strategic planning process, several recurring themes emerged that influence actions across all five strategic pillars. These guiding principles represent the City's commitment to how it will approach its work and decision-making over the next two years:

- **Maintain a Long-Term Perspective:** Ground decisions in a forward-looking approach that balances immediate needs with long-term fiscal and community outcomes.
- **Communicate with Clarity and Purpose:** Proactively share the City's story with the public, using clear, accessible language. Avoid assumptions about stakeholder knowledge, and ensure communications are informative and provided in a variety of methods to reach the many communities within our city. Build trust by delivering services and communications with consistency and transparency.
- **Support Council and City Leadership Efforts to Increase Connection and Meaningful Engagement with the Community:** Implement engagement opportunities that provide a venue for community members to connect meaningfully with City Council beyond regularly scheduled public meetings.
- **Foster Cross-Departmental Collaboration:** Promote a culture of shared accountability for City Council priorities by encouraging departments to work together through integrated workflows. Strengthen collective identification of opportunities and problem-solving, ensuring that services are delivered efficiently and cohesively.
- **Utilize Innovation and Efficiency for Continuous Improvement:** Harness technology and digital solutions to streamline processes, enhance customer service, and support data-driven analysis and decision-making. Identify and implement solutions that simplify operations, procedures, and processes.

2025-2027 STRATEGIC PRIORITIES



CORE SERVICES

We deliver high-quality services that most closely impact the day-to-day lives of our residents and visitors, which as an organization we exist to solely provide: public safety, streets, parks and public spaces, and municipal utilities (water, wastewater, stormwater, and trash & recycling).



HOUSING

There is a recognition of a growing need for affordable and attainable housing, a need to review regulatory requirements that may slow development of housing and a need to streamline the review process to enable private sector housing development.



FISCAL POLICY AND POSITION

We work to maintain the City's strong financial position by operating within our means and prioritizing funding for core services.



GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY

We build public trust by continuing to provide clear and timely information to residents and continually seek meaningful public input to inform the decision making process.



GOVERNMENT EFFICIENCY

Continuous Improvement is a core value of the organization. We leverage partnerships, technology, and interdepartmental cooperation to control costs and enhance service delivery.

STRATEGIC PILLAR 1:

CORE SERVICES



The City remains committed to prioritizing core services, including public safety, streets, parks and public spaces, and municipal utilities (water, wastewater, stormwater, and trash & recycling), recognizing their essential role in daily life and community satisfaction.

GOALS

1. Maintain or enhance emergency services to sustain a high level of public safety, responsiveness, and satisfaction with police, fire, and EMS services.
2. Prioritize maintenance of existing municipal infrastructure with a focus on safety, quality, and community satisfaction.

STRATEGIC PILLAR 2:

HOUSING



The City understands the critical need for more affordable housing and will work with community partners to improve processes that support the creation of affordable and attainable housing for residents and workers.

GOALS

1. Streamline the planning and approval processes by reducing the city's review turnaround times, reducing barriers, while increasing predictability for applicants.
2. Leverage available resources and seek grant funding when available to fulfill the city's Proposition 123 commitment along with the implementation of the City's highest priority housing goals as identified in the Housing Strategy, while continuing to collaborate with partners that support housing.
3. Clarify the City's role in addressing unhoused solutions in the community.

STRATEGIC PILLAR 3:

FISCAL POLICY AND POSITION



Protecting the City's strong fiscal position is a priority, achieved by pursuing innovative funding strategies, identifying cost savings where possible, and delivering exceptional core services with fiscal responsibility.

GOALS

1. Support economic development partners to drive job growth and retain, attract and expand businesses and industries that contribute to increased sales tax revenues.
2. Demonstrate fiscal responsibility by prioritizing funding for core services and right-sizing the organization.
3. Maintain a strong financial position and creditworthiness by operating within our means, preserving adequate reserves, and delivering projects and services on time, within budget, and with clearly defined success outcomes.

STRATEGIC PILLAR 4:

GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY



The City has the opportunity to strengthen public trust by making information clearer and easier to find, and by developing and executing a strategy for transparent communication and meaningful engagements.

GOALS

1. Provide clear communications about City projects and decisions made through timely, relevant, and audience-friendly communication.
2. Provide opportunities to build public trust by engaging the community early and often, invite stakeholders to be included, and keep them informed on high-impact/high-visibility projects.

STRATEGIC PILLAR 5:

GOVERNMENT EFFICIENCY



Enhancing City services can be done by fostering meaningful collaborations, building on existing efforts, improving processes, and adopting new tools — always with a focus on continuous improvement.

GOALS

1. Develop meaningful key performance indicators (KPIs) and benchmarking tools through a discovery phase to thoughtfully measure departmental efficiency across cost, time, and service outcomes.
2. Evaluate collaboration across city departments, other public agencies, and non-governmental partners to improve service delivery and reduce costs.
3. Use technology and long-term financial modeling to enhance core services.

APPENDIX:

ACTION ITEMS AND TWO-YEAR IMPLEMENTATION PLAN

The implementation plan lays out the steps that the City of Grand Junction will take to advance its strategic pillars over the next two years. These tactics were shaped by input from staff and the City Council to make sure they align with the organization's priorities and day-to-day work. Some initiatives build on existing work, while others introduce new approaches or further insight gathering to determine future actions. All action items must be further evaluated in the context of the upcoming and future budget cycles to ensure the appropriate sequencing and allocation of resources.

IMPLEMENTATION PLAN

STRATEGIC PILLAR 1 – CORE SERVICES

GOAL 1 – Maintain or enhance emergency services to sustain a high level of public safety, responsiveness, and satisfaction with police, fire, and EMS services.

	Success Measures	Baseline	2026
Metric 1	Number/hours of education efforts implemented annually by GJPD	169 events/560 hours	xx
Metric 2	Number/hours of education efforts implemented annually by GJFD	80 events/95 hours	xx
Metric 3	Priority 1 Police Response Time (Dispatch to Arrival)	8 min 52 sec	xx
Metric 4	Priority 1 Fire Response Time (Dispatch to Arrival, commercial and residential assignment)	7 minutes	xx
Metric 5	EMS Response Time for Cardiac Incident (Dispatch to Arrival)	4.8 minutes	xx
Metric 6	Progress toward full sworn police staffing	130/165 (79%)	xx
Metric 7	Maintain or increase satisfaction with the enforcement of traffic violations – Community Satisfaction Survey	33% (2024)	xx
Metric 8	Maintain or increase community satisfaction with the overall quality of public safety services – Community Satisfaction Survey	63% (2024)	xx
Metric 9	<i>Evaluating a measurable metric to add here</i>	<i>TBD</i>	xx

ACTION ITEMS

1. Improve the efficiency and reliability of emergency medical service by evaluating existing emergency service models.
2. Focus public education efforts on community risk reduction and crime prevention efforts.
3. Strategically align traffic enforcement activities using data to target high-risk areas and improve roadway safety.

GOAL 2 – Prioritize maintenance of existing municipal infrastructure with a focus on safety, quality, and community satisfaction.

	Success Measures	Baseline	2026
Metric 1	Pavement Condition Index	69.9	xx
Metric 2	Lane miles of maintenance completed annually	55.7	xx
Metric 3	Reduce/eliminate Report a Concern tickets not addressed within seven days	76	xx
Metric 4	Facility Condition Index	18% (Good)	xx

ACTION ITEMS

1. Prioritize maintenance funding for streets, parks, and public spaces by utilizing condition assessments.
2. Evaluate the City's resident request portal to identify opportunities to increase usability and efficiency for residents to report maintenance concerns.
3. Integrate master plans with rate studies and implement corresponding rates and fees adjustments to support effective operations, preventative maintenance, and capital improvement programs.

4. Focus the City's annual operating and capital budgets on core, high-impact services and increase community satisfaction with these services.
5. Align the Capital Improvement Plan (CIP) to prioritize projects that directly support and enhance the City of Grand Junction's core services. Enhance the data-driven framework for capital project selection, with a focus on maintaining existing assets rather than pursuing new construction or expansion.

STRATEGIC PILLAR 2 – HOUSING

GOAL 1 – Streamline the planning and approval processes by reducing the city's review turnaround times, reducing barriers, while increasing predictability for applicants.

	Success Measures	Baseline	2026
Metric 1	Facilitate recommendations from the Housing Affordability Code (HAC) Task Force	New Measure	xx
Metric 2	Reduce the time between submission of complete housing applications and completion of staff review	Round 1: 41 days Round 2: 30 days Round 3: 29 days Round 4: 28 days <i>Started tracking 6/1/25 when review processes were implemented</i>	xx

ACTION ITEMS

1. Implement review process improvement efforts for development projects and track metrics.
2. Support the Housing Affordability Code Task Force in their evaluation and proposals of code revisions to promote housing affordability.

GOAL 2 - Leverage available resources and seek grant funding when available to fulfill the city's Proposition 123 commitment along with the implementation of the City's highest priority housing goals as identified in the Housing Strategy, while continuing to collaborate with partners that support housing.

	Success Measures	Baseline	2026
Metric 1	Unit count toward Prop 123 goals	44 (<i>Filed in portal, accepted by DOLA</i>)	xx
Metric 2	Percentage of affordable housing project reviews completed consistent with Expedited Review Policy for Affordable Housing Projects (Resolution 60-25)	<i>No applicable applications have been submitted</i>	xx

ACTION ITEMS

1. Update the City's Housing Needs Assessment and Housing Action Plan, consistent with state requirements.
2. Apply expedited review for Affordable Housing projects.
3. Implement and fund Affordable Housing Production Incentive as resources allow.

GOAL 3 – Clarify the City’s role in addressing unhoused solutions in the community.

	Success Measure	Baseline	2026
Metric 1	*Metrics to be determined with updated strategy	New Measure	xx

ACTION ITEM

1. Update and implement the City’s adopted Unhoused Strategy in defined coordination with partners.

STRATEGIC PILLAR 3 – FISCAL POLICY AND POSITION

GOAL 1 – Support economic development partners to drive job growth and retain, attract and expand businesses and industries that contribute to increased sales tax revenues.

	Success Measures	Baseline	2026
Metric 1	Sales Tax Collections by quarter	\$470,599	xx
Metric 2	Number of new businesses landed annually	8	xx
Metric 3	Number of jobs created annually	299 (2024)	xx
Metric 4	Number of pad sites leased at Las Colonias Business Park	3	xx

ACTION ITEMS

1. Develop a reporting and progress updates schedule by the end of the first quarter (2026) that showcase how City funds are being utilized for economic development activities.
2. Visit Grand Junction, the City’s Destination Marketing Organization, will execute innovative marketing initiatives that attract high-value visitors, elevate the community brand, and enhance the quality of life for residents.

GOAL 2 – Demonstrate fiscal responsibility by prioritizing funding for core services and right-sizing the organization.

	Success Measures	Baseline	2026
Metric 1	Number of fee cost recovery analyses completed annually	5 (Water, Wastewater, Golf, Parking, Solid Waste)	xx

ACTION ITEMS

1. When allocating funds to external organizations, ensure funding is tied to measurable outcomes that directly support municipal services and reduce demand on City resources.
2. Analyze costs for services to ensure the fee collected is at an appropriate level and aligns with Council policy.
3. Align organizational structure to focus on core, high-impact services.

GOAL 3 – Maintain a strong financial position and creditworthiness by operating within our means, preserving adequate reserves, and delivering projects and services on time, within budget, and with clearly defined success outcomes.

	Success Measures	Baseline	2026
Metric 1	Annual Fund Balance % of Operating Budget	45.8%	xx
Metric 2	Maintain the City’s credit rating	GO AA COP AA-	xx
Metric 3	Capital projects completed within budget	New Measure	xx
Metric 4	Number of bids received per project solicitation	New Measure	xx
Metric 5	Budget to actual revenue monitoring quarterly reports developed	New Measure	xx

ACTION ITEMS

1. Ensure a fund balance equal to at least 25% of the current year’s operating budget.
2. Track and evaluate a cost recovery for the Community Recreation Center. Adjust rates and fees as needed.
3. Produce quarterly financial reports.
4. Maintain a balanced 5-year CIP, adjusted annually through the budget process for City Council adoption.
5. Produce monthly revenue reports, tracking sales tax, lodging, and cannabis revenues.

STRATEGIC PILLAR 4 – GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY

GOAL 1 – Provide clear communications about City projects and decisions made through timely, relevant, and audience-friendly communication.

	Success Measures	Baseline	2026
Metric 1	Track and report engagement on digital platforms Y/Y	5.9% (74% up Y/Y)	xx
Metric 2	Growth in communication channels	Newsflash subscribers 456, EngageGJ registered participants 1690	xx
Metric 3	Percentage of Engage GJ projects updated on schedule	100% Additionally, we have 13 active projects.	xx
Metric 4	Track website traffic to project-specific pages	New Measure	xx
Metric 5	Every major City project includes a documented communications plan that includes a diversity of channels	New Measure	xx

ACTION ITEMS

1. Evaluate the use of public-facing dashboards with data visualizations that present key information in concise, accessible formats to improve transparency and community understanding.
2. Reduce the volume and frequency of communications, focusing instead on high-impact messages that help residents easily find the information they need.

3. Use plain language in all public communications so that messages are easily understood by a broad audience.
4. Implement a robust social media platform to measure the effectiveness of communications and inform social media strategies with data-driven insights.
5. Continuously improve existing public communications to ensure they are useful and effective.

GOAL 2 – Provide opportunities to build public trust by engaging the community early and often, invite stakeholders to be included, and keep them informed on high-impact/high-visibility projects.

	Success Measures	Baseline	2026
Metric 1	Number of community engagement events facilitated annually by the Communications and Engagement Office	10	xx
Metric 2	Increase community satisfaction with public engagement opportunities (community satisfaction survey)	40% (2024)	xx

ACTION ITEMS

1. Develop and implement more engagements for meaningful two-way dialogue, ensuring residents have opportunities to share input and receive feedback.
2. Facilitate and create new partnership opportunities to help City communications reach a broader audience outside of traditional City channels.

STRATEGIC PILLAR 5: GOVERNMENT EFFICIENCY

GOAL 1 – Develop meaningful key performance indicators (KPIs) and benchmarking tools through a discovery phase to thoughtfully measure departmental efficiency across cost, time, and service outcomes.

	Success Measures	Baseline	2026
Metric 1	KPIs/Benchmarking tools implemented	New Measure	xx
Metric 2	Number of core processes reviewed for efficiencies annually	New Measure	xx

ACTION ITEMS

1. Provide staff training and establish a structure for in-house process mapping and process improvement.
2. When considering outsourcing, utilize cost-benefit analysis to determine whether services could be delivered more efficiently internally.
3. Assess the long-term operations and maintenance expenses before constructing, acquiring, or accepting public assets.
4. Review and update as necessary, current asset management plans and software solutions to ensure data-driven long-term asset management.
5. Continue to monitor energy usage in city facilities and identify energy-saving efficiencies.

GOAL 2 – Evaluate collaboration across city departments, other public agencies, and non-governmental partners to improve service delivery and reduce costs.

	Success Measures	Baseline	2026
Metric 1	Provide periodic reports on joint projects or initiatives launched with shared resources that improve efficiency	New Measure	xx
Metric 2	Number of process improvement reviews completed annually	New Measure	xx

ACTION ITEMS

1. Conduct a cross-departmental review to identify and streamline services, improving efficiency and reducing overlap.
2. Analyze existing partnerships to ensure anticipated efficiencies are being achieved.

GOAL 3 – Use technology and long-term financial modeling to enhance core services.

	Success Measures	Baseline	2026
Metric 1	Technology solutions implemented/evaluated annually	5	xx

ACTION ITEMS

1. Explore the use of artificial intelligence to automate internal processes and enhance the quality and efficiency of customer service.
2. Annually report on technology solutions implemented/evaluated to increase efficiency, transparency, or customer service.

A RESOLUTION ADOPTING AND APPROVING THE 2025-2027 GRAND JUNCTION
STRATEGIC PLAN

RECITALS:

Following the bi-annual election and seating of new City Council members, the City as a matter of course reviews and as determined necessary, updates its strategic plan. The strategic plan is a tool that is used during the next two years by City Council and the City staff to guide goal setting, strategy and implementation of important City Council goals. The *2025-2027 Strategic Framework (Plan)* includes *Guiding Principles, Strategic Priorities*, also known as *Strategic Pillars, Action Items*, and *Metrics* all related to the objectives of the *Plan*.

The *Plan* identifies the most important work of the City that the City Council determines needs to be done. The *Plan* will help to inform the City Council and City staff on what programs and services are being provided, those that may be needed, and/or those that may need to be changed; as it is implemented the *Plan* will help to establish the City's vision and set direction for outcomes for the City's programs and services.

The *Plan*, and the implementation of it from adoption into the future is critical to affirmatively setting the direction of the City for the next two years, and for years to come. The overarching theme of the 2025-2027 Plan is to focus the City on its core mission - those things that it must do well - in its service to the community.

Everstrive Solution capably provided consultation and facilitation services for the development of the 2025-2027 Plan. The *Plan* defines the "what", and as necessary or required the "why", with the "how" being determined by allocation of financial resources by the City Council through adoption of the City's budget, and the dedication of the time and talent of the City staff to achieving the *Plan's Goals* in consideration and furtherance of the *Action Items* and the *Metrics*, all as provided in the attached Plan.

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

That the City Council hereby adopts the 2025-2027 Strategic Framework (*Plan*) and that all actions heretofore taken by the City Council and the City Staff relating to the *Plan* are hereby ratified, approved, and confirmed, and

BE IT FURTHER RESOLVED

That the Staff of the City is hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of the *Plan* and to develop strategies, approaches, and processes to implement the *Plan*.

By and with this Resolution the City Council extends its thanks and appreciation to Everstrive for its assistance with the preparation of the *Plan*.

PASSED and ADOPTED this 15th day of October 2025.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: October 15, 2025

Presented By: Jay Valentine, General Services Director, Trenton Prall, Engineering & Transportation Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance Authorizing the Issuance of General Fund Revenue Bonds

RECOMMENDATION:

Staff recommends approval of the Ordinance Authorizing the Issuance of General Fund Revenue Bonds

EXECUTIVE SUMMARY:

The issuance of General Fund Revenue Bonds was authorized at the November 5, 2019, election for the purposes of street improvement construction projects. At the election, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000. On March 10, 2020, the City issued \$50 million of the authorized \$70 million and this ordinance will authorize the issuance of the remaining par amount of \$20 million.

BACKGROUND OR DETAILED INFORMATION:

In 2019, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000 for the purposes of street improvement projects. These projects include the financing of a portion of the costs of sidewalk, road, pedestrian and bike route improvements throughout the City as approved by the voters at the election. The voter-approved improvements are as follows:

- B 1/2 Road from 29 to 29 3/4 Roads
- D 1/2 Road from 29 to 30 Road
- F 1/2 Road Parkway (4 Canyons) from 24 Road to Patterson Road
- F 1/2 Road from 30 to 30 3/4 Road
- G Road from 23 1/2 to 24 1/2 Road

- 24 Road from Patterson Road to I-70
- 24 1/2 road from Patterson Road to G 1/4 Road
- 26 1/2 Road from Horizon Drive to Summerhill Way and including a Bike and Pedestian Bridge at I-70
- A roundabout at Horizon Drive, G Road and 27 1/2 Road intersection
- Intersection and turn lane improvements at five locations on Patterson Road.
- Improvements to River Road and the Redlands Parkway near the Jr. Service League Park, including a bike and pedestrian path to connect to Canyon View Park.

At the Election, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000 with a total repayment cost not to exceed \$114,000,000 and an annual repayment cost not to exceed \$4,798,150. The City may not exceed these limitations for any reason. Because the City has only issued \$50 million of this authorized amount, the remaining \$20 million, through the approval of this ordinance, will be issued in late November or early December.

FISCAL IMPACT:

The new \$20 million debt issuance is projected for a term of 25 years at a projected rate of +/- 5%. This will then result in annual payments of \$1.35 million per year until the bonds are paid off. The existing resources available for the repayment of the bonds include .75% sales tax revenue and impact fees.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5281, approving the issuance of General Fund Revenue Bonds in an amount not to exceed a par value of \$20,000,000 on final passage and order final publication in pamphlet form.

Attachments

1. Ordinance (2025 GF Rev Bonds) (9.24.2025) Revised

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL FUND REVENUE BONDS FOR PURPOSES AUTHORIZED AT THE NOVEMBER 5, 2019 ELECTION, PLEDGING CERTAIN REVENUES OF THE CITY FOR THE PAYMENT OF THE BONDS, AND MAKING OTHER PROVISIONS RELATING THERETO.

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

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

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

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

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

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

Bonds means the City's General Fund Revenue Bonds, Series 2025, with such detail as set forth in a Sale Certificate approved by the City Manager or the Chief Financial Officer and issued pursuant to this Ordinance.

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

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

Chief Financial Officer means the Chief Financial Officer of the City or such person's successor in functions, if any.

City means the City of Grand Junction, Colorado.

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

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

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

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

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

Election means the City's election held on November 5, 2019.

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

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

General Fund means the General Fund of the City.

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

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

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

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

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

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

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

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

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

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

Parity Bonds means the 2020 Bonds, the 2024 Bonds, and any bonds, securities, or other obligations hereafter issued payable from all or a portion of the Pledged Revenues and having a lien on the 2.75% Sales and Use Tax Revenues which is equal to or on a parity with the Bonds.

Parity Bond Ordinance means Ordinance No. 4902 adopted by the City Council of the City on February 5, 2020, authorizing the issuance of the 2020 Bonds and Ordinance No. 5193 adopted by the City Council of the City on January 3, 2024, authorizing the issuance of the 2024 Bonds.

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

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

Pledged Revenues means:

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

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

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

"Pledged Sales and Use Tax" does not include:

- (i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Pledged Sales and Use Tax;
- (ii) amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds;
- (iii) the proceeds of any increase in the Sales and Use Tax which may be approved in the future, unless such increase is expressly pledged by the City;

(iv) the proceeds derived by the City from any legally available tax or taxes or fees (other than a general ad valorem tax) which replace or supersede the Pledged Sales and Use Tax, regardless of whether such tax or taxes or fees are imposed by the City or the State or other political subdivision thereof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State means the State of Colorado.

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

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

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

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

Underwriter means D.A. Davidson & Co.

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

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

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

2024 Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2024, originally issued in the aggregate principal amount of \$68,565,000.

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

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

Section 2. Recitals.

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

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

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

D. The City has previously issued the Parity Bonds.

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

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

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

WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL CITY OF GRAND JUNCTION, COLORADO (CITY) DEBT BE INCREASED UP TO \$70,000,000.00 WITH A REPAYMENT COST OF UP TO \$114,000,000.00 TO PROVIDE FINANCING FOR THE PURPOSE OF PAYING FOR ALL OR ANY PORTION OF THE COSTS OF THE DESIGN, CONSTRUCTION AND MAINTENANCE OF TRANSPORTATION IMPROVEMENTS WHICH INCLUDE SIDEWALK, ROAD, PEDESTRIAN AND BIKE ROUTE IMPROVEMENTS

- TO B 1/2 ROAD FROM 29 TO 29 3/4 ROADS,
- D 1/2 ROAD FROM 29 TO 30 ROAD,
- F 1/2 ROAD PARKWAY FROM 24 ROAD TO PATTERSON ROAD,
- F 1/2 ROAD FROM 30 TO 30 3/4 ROAD,
- G ROAD FROM 23 1/2 TO 24 1/2 ROAD,
- 24 ROAD FROM PATTERSON ROAD TO I-70,
- 24 1/2 ROAD FROM PATTERSON ROAD TO G 1/4 ROAD,
- 26 1/2 ROAD FROM HORIZON DRIVE TO SUMMERHILL WAY AND INCLUDING A BIKE AND PEDESTRIAN BRIDGE AT I-70,
- A ROUNDABOUT AT HORIZON DRIVE, G ROAD AND 27 1/2 ROAD INTERSECTION,
- AND INTERSECTION AND TURN LANE IMPROVEMENTS AT FIVE LOCATIONS ON PATTERSON ROAD, AND
- IMPROVEMENTS TO RIVER ROAD AND THE REDLANDS PARKWAY NEAR THE JUNIOR SERVICE LEAGUE PARK, INCLUDING A BIKE AND PEDESTRIAN PATH TO CONNECT TO CANYON VIEW PARK;

SHALL SUCH DEBT BE PAYABLE FROM SUCH CITY REVENUES AS THE CITY COUNCIL MAY DETERMINE AND BE ISSUED WITH SUCH TERMS AS THE CITY COUNCIL DETERMINES TO BE NECESSARY AND IN THE BEST INTERESTS OF THE CITY; AND WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES, SHALL THE CITY BE AUTHORIZED BEGINNING IN 2023, TO CONTINUE TO COLLECT, RETAIN AND SPEND, UNTIL NO LATER THAN 2037, ALL REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO COLLECT, RETAIN, AND SPEND UNDER ARTICLE X, SECTION 20 OF THE COLORADO

CONSTITUTION (TABOR) FOR THE PURPOSE OF PAYING CITY DEBT ISSUED FOR STREET IMPROVEMENT PROJECTS AND TO MAINTAIN NEW AND EXISTING TRANSPORTATION INFRASTRUCTURE?

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

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

Principal Amount of Proposed Bonds:	Not to exceed \$ 70,000,000
Maximum Annual City Repayment Cost	Not to exceed \$ 4,798,150
Total City Repayment Cost:	Not to exceed \$114,000,000

J. The City has previously issued the 2020B Bonds pursuant to such voter authorization, leaving \$27,320,000 of the authorization for the Project as authorized by the voters of the City at the Election.

K. The City Council has determined that the City should issue not more than \$27,320,000 of the authorization for the Project as authorized by the voters of the City at the Election.

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

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

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

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

P. The City Council has determined, and does hereby determine, that it is necessary and for the best interest of the City that the Bonds now be authorized to be issued and

delivered, and the City Council hereby determines to use the proceeds of the Bonds authorized by this Ordinance to effect the Project.

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

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

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and the other officers of the City directed toward (i) the imposition and collection of the Sales and Use Tax, (ii) the effecting of the Project, or either or both, and (iii) the selling and issuing of the Bonds for such purposes be, and the same is hereby ratified, approved and confirmed.

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

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

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

Section 5. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, the City Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election and Section 11-57-205 of the Supplemental Public Securities Act, the

City Council hereby delegates to the City Manager or the Chief Financial Officer the power to make the following determinations with respect to the Bonds and the Project, without any requirement that the City Council approve such determinations, subject to the parameters and restrictions contained in this Ordinance:

A. Principal Amount. The principal amount of the Bonds shall not exceed \$27,320,000.

B. Repayment Amounts. The maximum annual and maximum total repayment cost of the Bonds, when combined with the maximum annual and maximum total repayment cost of the 2020B Bonds, shall not exceed \$4,798,150 and \$114,000,000 respectively.

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

D. Maturity Schedule. The Bonds shall mature not later than December 31, 2055.

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

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

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

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

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

Section 6. Bond Details. The Bonds shall be numbered consecutively as determined by the Registrar. The Bonds shall be designated as “City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2025.”

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

The principal of any Bond shall be payable to the Registered Owner thereof as shown on the registration records kept by the Registrar, upon maturity thereof and upon presentation and surrender at the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the same interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding Business Day), to the Registered Owner thereof at the address shown on the registration records kept by the Registrar at the close of business on the Regular Record Date for such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof at the close of business on the Regular Record Date and shall be payable to the Person who is the Registered Owner of the applicable Bond at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of the defaulted interest shall be fixed by the Registrar

whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of the defaulted interest shall be given to the Registered Owners of the Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration records on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the interest payment dates stated in this Section). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 7. Prior Redemption.

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

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

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

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund redemption date, the City may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and

canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the City on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this paragraph B.

C. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

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

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

- (i) CUSIP numbers of Bonds to be redeemed;
- (ii) the redemption date;
- (iii) the redemption price;
- (iv) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;

(v) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

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

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled

by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

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

Section 9. Special Obligations. All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which Pledged Revenues are hereby so pledged; the Owner or Owners of the Bonds may look only to the designated special accounts herein pledged for the payment of the principal of and interest on the Bonds. The Bonds shall be payable out of and shall constitute an irrevocable first lien, but not necessarily an exclusive such lien, on the Pledged Revenues on a parity with the Parity Bonds and on moneys on deposit or credited to the Bond Fund. The full faith and credit of the City is not pledged to the payment of the Bonds; they shall constitute special, limited obligations of the City. The City has no obligation to increase any City taxes for the purpose of paying the principal of and interest on the Bonds.

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

Section 11. No Recourse Against Officers and Agents. No civil recourse shall be available for the payment of the principal of and interest on the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the City Council or any officer or agent of the City who acts in good faith, either directly or indirectly through the City Council, or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bonds specifically waives any such recourse.

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

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any 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.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF MESA

CITY OF GRAND JUNCTION, COLORADO
GENERAL FUND REVENUE BOND
SERIES 2025

R- _____			\$ _____
<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____%	March 1, 20[___]	_____, 2025	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The City of Grand Junction, in the County of Mesa and State of Colorado (the “City”), for value received, promises to pay to the Registered Owner specified above, or registered assigns, solely from the special funds and accounts provided therefor, the principal amount specified above, on the maturity date specified above, and to pay from said sources interest thereon on March 1 and September 1 of each year, commencing on _____, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. This bond is one of an authorized series of bonds (the “Bonds”) issued pursuant to an ordinance of the City Council adopted on October 15, 2025 (the “Bond Ordinance”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Ordinance. To the extent not defined herein, terms used in this bond shall have the same meanings as set forth in the Bond Ordinance.

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

[INSERT REDEMPTION PROVISIONS].

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

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

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

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

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

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

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

(Manual or Facsimile Signature)
President of the City Council

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk

(Form of Registrar's Certificate of Authentication)

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

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION
as Registrar

Date of Authentication
and Registration:

By: _____
Authorized Officer or Employee

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

(Form of Prepayment Panel)

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

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

(End of Form of Prepayment Panel)

(Form of Assignment)

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

Dated: _____

Signature Guaranteed:

Address of transferee:

Social Security or other tax
identification number of transferee:

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

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

(End of Form of Bond)

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

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

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

Section 15. Registration, Transfer and Exchange.

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

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

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

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

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

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

Section 16. Book Entry.

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

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

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

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

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

B. With respect to any Bond sold to the public, in the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof or designation of a new depository pursuant to clause (2) of paragraph A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and bearing the same rate of interest of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 15 hereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Bond Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

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

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

amount of the Bonds upon maturity by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

Section 17. Delivery of Bonds and Disposition of Proceeds. When the Bonds have been duly executed by appropriate City officers and authenticated by the Registrar, the City shall cause the Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Sections 15 and 16 hereof); and the Registrar shall initially register the Bonds in such name or names as the Underwriter shall direct.

The proceeds of the Bonds, including the accrued interest thereon, if any, shall be deposited promptly by the City and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter of the Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the City or any of its officers of any of the funds derived from the sale:

A. A portion of the proceeds of the Bonds shall be applied by the City to effect the Project.

B. The balance of the proceeds shall be applied by the City solely for the payment of all issuance expenses or, after adequate provision therefor is made, any unexpended proceeds shall be deposited into the Bond Account.

Section 18. Use of Pledged Revenues. So long as any Bonds shall be Outstanding, either as to principal or interest, the Pledged Revenues shall, upon receipt by the City, be applied as follows:

A. Bond Account. First, there shall be credited from the Pledged Revenues to a special account of the City previously created and continued herein known as the “City of Grand Junction Revenue Bond, Bond Account” the following amounts, provided however, that upon the issuance of Additional Bonds, the Pledged Sales and Use Tax Revenues pledged to the payment of each respective series of Bonds and any Outstanding Parity Bonds shall be credited concurrently:

(1) Interest Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of

any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding and the Parity Bonds.

(2) Principal Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds and the Parity Bonds coming due at maturity.

If prior to any interest payment date or principal payment date there has been accumulated in the Bond Account the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date. The moneys in the Bond Account shall be used only to pay the principal of and interest on the Bonds, the Parity Bonds, and any Additional Bonds as the same become due.

B. Termination of Deposits upon Maturity. No payment need be made into the Bond Account if the amount therein totals a sum at least equal to the entire amount of the Outstanding Bonds, the Parity Bonds, and any Additional Bonds, both as to principal and interest to their respective maturities, and both accrued and unaccrued requirements, in which case moneys in the Bond Account in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Account may be used as provided in Paragraphs D and E of this Section.

C. Rebate Account. Third, there shall be deposited in an account of the “City of Grand Junction General Fund Revenue Bonds, Rebate Account”, which account is hereby created, amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be used for the purpose

of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Account shall not be subject to the lien created by this Ordinance to the extent such amounts are required to be paid to the United States Treasury.

D. Payment for Subordinate Obligations. After the payments required by Paragraphs A and C of this Section, the Pledged Revenues may be used by the City for the payment of interest on and principal of any obligations secured by Pledged Revenues subordinate to the lien of the Bonds, the Parity Bonds and any Additional Bonds hereafter authorized to be issued, including reasonable reserves therefor.

E. Use of Remaining Revenues. After making the payments required to be made by this Section, any remaining Pledged Revenues may be used for any lawful purpose.

Nothing in this Ordinance shall prevent the City from making refunds of amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds.

Section 19. General Administration of Accounts. The accounts designated in Section 18 hereof shall be administered as follows, subject to the limitations stated in Section 23.J. hereof:

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 18 hereof are hereby appropriated for said purposes and said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the City Council in each year respectively while any of the Bonds, either as to principal or interest, are Outstanding and unpaid. No provision of any constitution, statute, charter, ordinance, resolution, or other order or measure enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to keep and perform the covenants contained in this Ordinance so long as any of the Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the City Council, at its sole option, from appropriating and applying other funds of the City legally available for such purpose to the Bond Account for the purpose of providing for the payment of the principal of and interest on the Bonds.

B. Places and Times of Deposits. Each of the special accounts created in Section 18 hereof shall be maintained as a book account kept separate and apart from all other accounts or funds of the City as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the City to be established under this Ordinance. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday, or a legal holiday, then such payment shall be made on or before the next preceding Business Day.

C. Investment of Accounts. Any moneys in any account established by Section 18 of this Ordinance may be invested or reinvested in any Permitted Investment. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account. The City shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceed \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In such event the City shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60 day period, except for any moneys on deposit in an interest bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this Section 19.C. and Section 19.E. hereof; but the City is not required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 23.J. hereof.

D. No Liability for Losses Incurred in Performing Terms of Ordinance.

Neither the City nor any officer of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

E. Character of Funds. The moneys in any fund or account herein authorized shall consist of lawful money of the United States or investments permitted by Section 19.C. hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 19.C. hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 20. Pledge Securing the Bonds. The Pledged Revenues and any moneys and securities paid or to be paid to or held or to be held in the Bond Account designated in Section 18 hereof are hereby pledged to secure the payment of the principal of and interest on the Bonds, subject only to moneys and securities held in the Rebate Account, to the extent such amounts are required to be paid to the United States. The pledge of the Pledged Sales and Use Tax Revenues (as part of the Pledged Revenues) to secure the payment of the principal of and interest on the Bonds is on a parity with the pledge of the Pledged Sales and Use Tax Revenues for and lien thereon of the Parity Bonds, and any Additional Bonds hereafter issued, as provided herein. This pledge of the Pledged Revenues shall be valid and binding from and after the date of the delivery of the Bonds, and the Pledged Revenues received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge of the Pledged Revenues shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. The lien of this pledge on the Pledged Revenues and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City, except with respect to any parity lien on the Pledged Sales and Use Tax Revenues on the Parity Bonds, and any Additional Bonds hereafter authorized, as provided herein.

Section 21. Additional Bonds.

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Ordinance shall prevent the issuance by the City of additional bonds or other obligations payable from and

constituting a lien upon the Pledged Sales and Use Tax Revenues on a parity with the lien thereon of the Bonds and the Parity Bonds. Such Additional Bonds may be payable solely from Pledged Sales and Use Tax Revenues or they may be payable from Pledged Sales and Use Tax Revenues and another revenue or fund of the City (“Additional Pledged Revenues”). Regardless of whether payable solely from Pledged Sales and Use Tax Revenues or from Pledged Sales and Use Tax Revenues and Additional Pledged Revenues, such bonds or other obligations may be issued only if for the Fiscal Year immediately preceding the issuance of any Additional Bonds, the amount of Pledged Sales and Use Tax Revenues in such Fiscal Year equaled or exceeded 175% of the Maximum Annual Debt Service Requirement on the Outstanding Bonds, Outstanding Parity Bonds, and the Additional Bonds proposed to be issued. For the purpose of satisfying the aforementioned 175% test, any sales and use tax, now existing or hereafter imposed, which legally becomes a part of the Pledged Sales and Use Tax Revenues during the Fiscal Year preceding the issuance of Additional Bonds, or any tax which is to legally become a part of the Pledged Sales and Use Tax Revenues immediately prior to the issuance of Additional Bonds, or any increase in the rate of any tax which is a part of the Pledged Sales and Use Tax Revenues which increase is imposed during the Fiscal Year preceding the issuance of Additional Bonds or any such increase which is to be imposed immediately prior to the issuance of Additional Bonds can be considered for its estimated effect on the amount of the Pledged Sales and Use Tax Revenues as if such tax or increase had been in effect for the Fiscal Year immediately preceding the issuance of such Additional Bonds. Any tax which is no longer in effect at the time of issuance of the Additional Bonds shall not be considered for purposes of satisfying such tests.

B. Certificate of Revenues. A written certification by an officer or employee of the City that the requirements of Paragraph A of this section have been met shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver said Additional Bonds with a pledge of the Pledged Sales and Use Tax Revenues on a parity with the pledge thereof to the Bonds herein authorized and the Outstanding Parity Bonds.

C. Superior Pledged Sales and Use Tax Revenue Obligations Prohibited. Nothing in this Ordinance shall be construed so as to permit the City to hereafter issue obligations payable from the Pledged Sales and Use Tax Revenues having a lien thereon prior or superior to the Bonds or the Parity Bonds.

D. Subordinate Pledged Sales and Use Tax Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon the Pledged Sales and Use Tax Revenues subordinate or junior to the lien of the Bonds and the Parity Bonds.

E. Superior, Parity, and Subordinate Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon any of the Pledged Revenues specifically excluding therefrom the Pledged Sales and Use Tax Revenues, superior to, on a parity with, or subordinate or junior to the lien thereon of the Bonds or the Parity Bonds.

Section 22. Refunding Obligations.

A. Generally.

If at any time after the Bonds, or any part thereof, shall have been issued and remain Outstanding, the City shall find it desirable to refund any Outstanding Bonds, or any part thereof, such Bonds, or any part thereof, may be refunded, subject to the provisions of Paragraph B of this Section, if (1) the Bonds to be refunded, at the time of their required surrender for payment, shall then mature, or (2) the Owners of the Bonds to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded.

Any refunding obligations payable from the Pledged Revenues or from the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues shall be issued with such details as the City Council may provide, so long as there is no impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of Bonds payable from the Pledged Revenues or the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Sales and Use Tax Revenues may be issued on a parity with the unrefunded Bonds and Outstanding Parity Bonds only if:

(1) Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded Bonds and Outstanding Parity Bonds; or

(2) Requirements Not Increased. The refunding obligations do not increase by more than \$25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest

requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Sales and Use Tax Revenues is not raised to a higher priority than the lien thereon of any Bonds thereby refunded or the Outstanding Parity Bonds; or

(3) Earnings Test. The refunding obligations are issued in compliance with Paragraphs A and B of Section 21 hereof.

Section 23. Protective Covenants. The City hereby additionally represents, covenants, and agrees with each and every Owner of the Bonds that:

A. Payment of Bonds. The City will promptly pay the principal of and interest on every Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said Bonds according to the true intent and meaning hereof. Such principal of and interest on the Bonds is payable solely from the Pledged Revenues.

B. Amendment of Certain Ordinances; Duty to Impose Sales and Use Tax; Impairment of Contract. The Sales and Use Tax Ordinances are in full force and effect and have not been repealed or amended. The City will not repeal or amend said Sales and Use Tax Ordinances in any manner which would diminish the proceeds of the Pledged Sales and Use Tax by an amount which would materially adversely affect the rights of the Owners of the Bonds.

Notwithstanding any other provision of this Section or this Ordinance, the City shall retain the right to make changes, without any consent of Bond Owners, in the Sales and Use Tax Ordinances, or any ordinance supplemental thereto or in substitution therefor, concerning the use of proceeds of the Pledged Sales and Use Tax remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Pledged Sales and Use Tax, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection, or enforcement of the Sales and Use Tax, if such changes do not materially adversely affect the security for the Bonds.

The foregoing covenants are subject to compliance by the City with orders of courts of competent jurisdiction concerning the validity, constitutionality or collection of such tax revenues, any legislation of the United States or the State or any regulation or other action taken by the federal government, any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which

legislation, regulation or action applies to the City as a Colorado home rule city and limits or otherwise inhibits the amount of such tax revenues due to the City. All of the Pledged Sales and Use Tax Revenues shall be subject to the payment of the principal of and interest on all Bonds payable from the Pledged Sales and Use Tax Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereof.

C. Defense of Legality of Pledged Revenues. There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency, or other governmental authority which affects the validity or legality of this Ordinance, or the Sales and Use Tax Ordinances or the imposition and collection of the Sales and Use Tax, any of the City's obligations under this Ordinance or any of the transactions contemplated by this Ordinance or the Sales and Use Tax Ordinances.

The City shall, to the extent permitted by law, defend the validity and legality of this Ordinance, the Sales and Use Tax and the Sales and Use Tax Ordinances against all claims, suits and proceedings which would diminish or impair the Pledged Revenues. Furthermore, the City shall amend from time to time the provisions of any ordinance or resolution of the City, as necessary to prevent impairment of the Pledged Revenues as required to meet the principal of and interest on the Bonds when due.

D. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto and the Charter. The City, acting by and through the City Council, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

E. Conditions Precedent. Upon the issuance of any of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State, the Charter or this Ordinance, to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State, or the Charter.

F. Maintenance of Records. So long as any of the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created by this Ordinance. Upon the issuance of any series of Additional Bonds, the City shall keep proper books of record and account showing complete and correct entries of all transactions relating to the Pledged Sales and Use Tax Revenues and accounts created or continued pursuant to the ordinance authorizing the issuance of such series of Additional Bonds.

G. Audits Required. The City further agrees that it will, within 210 days following the close of each Fiscal Year, cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the City, showing the Pledged Revenues. The City agrees to allow the Owner of any of the Bonds to review and copy such audits and reports, at the City's offices, at his request. Copies of such audits and reports will be furnished to the Underwriter.

H. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Pledged Revenues required by the Charter and the Constitution and laws of the State and the ordinances and resolutions of the City, including but not limited to the proper collection and enforcement of the Sales and Use Taxes and the segregation of the Pledged Revenues and their application to the respective accounts herein designated.

I. Other Liens. As of the date of issuance of the Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues on a parity with or superior to the lien thereon of the Bonds, except for the lien on the Pledged Revenues of the Outstanding 2020 Bonds and the Bonds.

J. Tax Covenant. With respect to the Bonds, the City covenants for the benefit of the Registered Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause the Bonds and the income therefrom to lose their exemption from Colorado taxable income or Colorado alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

K. Corporate Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the City and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without materially adversely affecting the privileges and rights of any Owner of any Outstanding Bonds.

L. Performance of Duties. The City will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the laws of the State and the resolutions of the City, including without limitation the proper segregation of the Pledged Revenues as set forth in Section 18 hereof and their application to the respective accounts as herein provided.

M. Prompt Collections. The City will cause the Pledged Revenues to be collected promptly and accounted for in the accounts as herein provided.

N. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the City by which the rights and privileges of any Owner are impaired or diminished.

O. Continuing Disclosure. The City further covenants for the benefit of the Owners of the Bonds to comply with the Continuing Disclosure Certificate.

Section 24. Defeasance. If, when any of the Bonds shall be paid in accordance with their terms (or payment of any such Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity, payment date, or redemption date thereof, as applicable, be deemed to have been provided for within the meaning and with the effect expressed in this section if (a) in case said Bond is to be redeemed on any date prior to its maturity or payment date, as applicable, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest due and to become due on said Bond on and prior to the maturity date, payment date, or redemption date thereof, as applicable, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 7 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity, payment date, or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising

trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest to become due on said Bond on or prior to such maturity date, payment date, or redemption date thereof, as applicable. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 25. Delegated Powers. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The form, terms and provisions of the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement hereby are approved, and the City shall enter into and perform its obligations under the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement, in the forms of each of such documents previously filed, with only such changes therein as are not inconsistent herewith; and the President

of the City Council is hereby authorized and directed to execute the Continuing Disclosure Certificate, and the Registrar Agreement. The President of the City Council, the City Manager or the Chief Financial Officer is hereby authorized and directed to execute and deliver the Sale Certificate and the Bond Purchase Agreement and to determine and approve the final determinations contained therein for the Bonds. The City Clerk is hereby authorized to execute and to affix the seal of the City to the Continuing Disclosure Certificate, and the Registrar Agreement, and the President of the City Council, the City Manager, the Chief Financial Officer, and the City Clerk are further authorized to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

The proper officers of the City are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 26. Events of Default. Each of the following events is hereby declared an "event of default:"

A. Nonpayment of Principal. If payment of the principal of any of the Bonds in connection therewith, shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. If the City shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in Paragraphs A and B of this Section and Section 23.O. hereof, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Owners of not less than 25% in aggregate principal amount of any Bonds then Outstanding.

Section 27. Remedies. Upon the happening and continuance of any event of default as provided in Section 26 hereof, the Owner or Owners of not less than 25% in aggregate principal amount of Outstanding Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners. The failure of any Owner to proceed does not relieve the City or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 28. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 26 of this Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on said Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Account pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the City fails or refuses to proceed

as in this section provided, the Owner or Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

Section 29. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, the City may, upon notice mailed to each Owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or removal of the Registrar or Paying Agent may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be the City or a Commercial Bank or Trust Bank. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Section 30. Severability. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 31. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 32. Amendment. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holders of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon have been fully paid, satisfied and discharged except as otherwise provided in this Section.

A. The City may, without the consent of, or notice to the Owners of the Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners of the Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Registered Owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939.

B. Exclusive of the amendatory ordinances permitted by Paragraph A of this Section, this Ordinance may be amended or supplemented by ordinance adopted by the City Council in accordance with the law, without receipt by the City of any additional consideration but with the written consent of the Owners of 66% in aggregate principal amount of Bonds and Parity Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that, without the written consent of the Owners of all of the Bonds and Parity Bonds adversely affected thereby, no such Ordinance shall have the effect of permitting:

(1) An extension of the maturity of any Bond authorized by this Ordinance; or

(2) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(3) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

(5) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(6) The modification of or otherwise affecting the rights of the Owners of less than all of the Bonds then Outstanding.

Section 33. Approval of Official Statement. The preparation, distribution and use of Preliminary Official Statement relating to the Bonds is hereby authorized. The President of the City Council or the Chief Financial Officer is authorized and directed to approve, on behalf of the City, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President of the City Council or the Chief Financial Officer shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 34. Disposition of Ordinance. This Ordinance, as adopted by the City Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President of the City Council and City Clerk, and by the certificate of publication.

Section 35. Limitation of Action. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 36. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 37. Statutes Superseded. Pursuant to Article XX of the Colorado Constitution and to the Charter, all statutes of the State which might otherwise apply in connection with the Sales and Use Tax or the Bonds are hereby superseded except to the extent specifically held to be applicable.

Section 38. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the authorization, sale, issuance, and delivery of the

Bonds, and the application of the proceeds of the Bonds to the Project, are hereby ratified, approved, and confirmed.

Section 39. Electronic Signatures. The use of electronic signatures to execute any of the documents described in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act, is hereby approved.

Section 40. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 1st day of October, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 15th DAY OF OCTOBER, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

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

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 1, 2025 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 15, 2025, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 1, 2025, an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting</u> <u>“Aye”</u>	<u>Voting</u> <u>“Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of October 15, 2025, by an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting</u> <u>“Aye”</u>	<u>Voting</u> <u>“Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of October 1, 2025, and October 15, 2025, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on October __, 2025, and October __, 2025, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this 15th day of October, 2025.

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of October 1, 2025 and October 15, 2025)

EXHIBIT B
(Attach Affidavits of Publication)



Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: October 15, 2025

Presented By: Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance Authorizing the Refinancing of Certain Short-Term Special Revenue Note, Series 2025

RECOMMENDATION:

Staff recommends City Council approval of the ordinance.

EXECUTIVE SUMMARY:

On April 16, 2025, City Council approved the City Manager to enter into a short-term loan with ANB Bank to acquire and begin the development of a regional Materials Recovery Facility (MRF) with the intent of converting to longer-term financing once grant revenues and equipment costs are solidified. This ordinance will authorize the refinancing of that short-term special revenue note by entering into a lease financing agreement, through the issuance of Certificates of Participation (COP).

BACKGROUND OR DETAILED INFORMATION:

Following an evaluation of options to establish a regional Materials Recovery Facility (MRF) to improve recycling operations and expand waste diversion, City Council authorized the acquisition of an existing facility located at 365 32 Road and approved execution of a contract with Bulk Handling Systems (BHS) for the purchase of automated processing equipment. Both acquisitions were financed through a short-term loan in the amount of \$18 million from ANB Bank.

The financing structure was designed to provide immediate access to capital while preserving the City's financial flexibility. Utilizing short-term financing allowed staff to determine the amount of grant funding awarded prior to issuing Certificates of Participation (COPs). Proceeds from the COPs will be used to retire the short-term loan, ensuring the City issues only the necessary level of long-term debt and thereby

minimizing unnecessary obligations.

The investment in a regional MRF is expected to produce long-term operational and financial benefits. Establishing the facility will reduce reliance on landfill disposal, enhance recycling efficiency, and decrease costs associated with the existing dual-stream collection system. These outcomes support both the City's fiscal stewardship objectives.

Staff is currently in discussion with Closed Loop Partners (CLP) on another potential financing source that may reduce the amount of the COP issuance. CLP invests in and supports operations, technologies, and infrastructure that advance recycling, sustainable packaging, and resource recovery. If this funding option comes to fruition, details will be brought to the City Council Meeting on November 5.

Because the loan is due and payable on or before December 31, 2025, the COPs will be issued in late November or early December and will pay off the Note in accordance with the terms and provisions of the Loan Agreement.

FISCAL IMPACT:

The cost of the land and building acquisition totaled \$5.6 million. In addition, the City has executed an \$11.2 million contract with BHS for the purchase of automated sorting and compaction equipment. It is anticipated that approximately \$4 million will be required for building and site improvements, as well as for other equipment necessary to bring the MRF into operation.

The City has been awarded a \$9.8 million grant from the Colorado Circular Communities Program to support the construction of the new MRF. Grant proceeds will be distributed over a three-year period: \$5.6 million in 2025, \$2.0 million in 2026, and \$2.0 million in 2027.

Based on the current financing plan, it is projected that the issuance of COPs will total approximately \$13 million. The proceeds from the COPs will be used to pay off the short-term note from ANB, with grant proceeds in 2027 applied toward the \$2.0 million term maturity that same year. The estimated interest rate for the COPs is 4.33%. If financing from Closed Loop Partners is included, the COP issuance amount will be reduced by approximately \$4 million.

Authorization to expend funds for repayment of the ANB loan will be presented to City Council in a future supplemental appropriation once the COPs have been issued.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5282, an ordinance approving the refinancing of a short-term revenue note with ANB Bank and the issuance of Certificates of Participation through a site lease agreement on final passage and order final publication in pamphlet form.

Attachments

1. Authorizing Ordinance - 2025 COPs (For Packets) Revised

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE REFINANCING OF THAT CERTAIN SHORT-TERM SPECIAL REVENUE NOTE, SERIES 2025; THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF CERTAIN SOLID WASTE FACILITIES BY EXPANDING ITS RECYCLING OPERATIONS, AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A SITE AND IMPROVEMENT LEASE AGREEMENT, A LEASE PURCHASE AGREEMENT, AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING OTHER MATTERS RELATED THERETO.

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

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

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

WHEREAS, the City previously entered into a Loan Agreement dated May 21, 2025 (the “Loan Agreement”), between the City and ANB Bank (the “Bank”), pursuant to which the Bank loaned to the City \$18,000,000 evidenced by a Short-Term Special Revenue Note, Series 2025 (the “Note”); and

WHEREAS, the proceeds of the Note were used to acquire, construct and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (collectively, the “Improvement Project”); and

WHEREAS, pursuant to the Loan Agreement, the Note is due and payable on or before December 31, 2025; and

WHEREAS, the Council hereby determines that it is in the best interests of the City and its inhabitants to refund, pay and cancel all of the outstanding amounts due and owing under the Note in accordance with the terms and provisions of the Loan Agreement, pay additional costs in furtherance of the Improvement Project, and pay the costs in connection therewith (collectively, the “Project”) by entering into a lease financing as hereinafter provided; and

WHEREAS, the City hereby determines that the leased property under the Site Lease (hereinafter defined) and the Lease (hereinafter defined) will consist of the real property where the

solid waste facilities and recycling operations will be constructed and the buildings and improvements located thereon and certain equipment used for recycling operations (as more particularly described in Exhibit A to the Site Lease and the Lease, the “Leased Property”); and

WHEREAS, the Council has determined and hereby determines that it is in the best interests of the City and its inhabitants to provide for the financing of the Project by entering into a Site and Improvement Lease Agreement between the City, as lessor, and Zions Bancorporation, National Association (the “Trustee”), acting solely in its capacity of trustee, as lessee (the “Site Lease”), pursuant to which the City will lease the Leased Property to the Trustee, and a Lease Purchase Agreement between the Trustee, as lessor, and the City, as lessee (the “Lease”), pursuant to which the Trustee will lease the Leased Property back to the City; and

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

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

WHEREAS, contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the “Indenture”) pursuant to which there will be executed and delivered certain certificates of participation (the “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) under 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; and

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

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

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

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

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

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

Section 1. 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 Site Lease, the Lease, the implementation of the Project, and the sale, execution and delivery of the Certificates is hereby ratified, approved and confirmed.

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

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

- (a) the Site Lease Termination Date shall be no later than December 31, 2057;
- (b) the Lease Term shall not extend beyond December 31, 2047;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$20,500,000;

- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$2,000,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$32,000,000;
- (f) the Lease shall be subject to prepayment at the option of the City, without penalty, no later than December 1, 2036; and
- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 5.50%.

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

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

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

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

conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

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

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

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

be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. No General Obligation Debt. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the Certificates, the Disclosure Certificate, the Purchase Agreement, 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 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 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 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the 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 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

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

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

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by

virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the Certificates specifically waives any such recourse.

Section 11. Limitation of Action. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 12. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

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

Section 14. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

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

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

Section 17. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 18. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND
ORDERED PUBLISHED IN PAMPHLET FORM THIS 1st day of October, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 15th DAY OF OCTOBER, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

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

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 1, 2025 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 15, 2025, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 1, 2025, an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of October 15, 2025, by an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting</u> <u>“Aye”</u>	<u>Voting</u> <u>“Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of October 1, 2025, and October 15, 2025, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on October __, 2025, and October __, 2025, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

[Signature Page Follows]

WITNESS my hand and the seal of the City affixed this 15th day of October, 2025.

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of October 1, 2025 and October 15, 2025)

EXHIBIT B
(Attach Affidavits of Publication)

97452229.v3



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: October 15, 2025

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Authorize Contract Amendment with FCI Constructors on the Community Recreation Center for a First Phase of Outdoor Facilities

RECOMMENDATION:

Authorize the City Purchasing Division to execute Prime Contract Change Order #69 with FCI Constructors, Inc., in the amount of \$3,384,053 for construction of the first phase of Outdoor Facility Development at Matchett Park.

EXECUTIVE SUMMARY:

As described in recent Council briefs and at the September 15, 2025 City Council workshop, the design for the initial phase of outdoor facilities at Matchett Park has progressed. This phase was entirely contingent on grant funding coming to fruition. Construction Documents are complete and FCI Constructors, the project Construction Manager/General Contractor, collected bids from a variety of subcontractors. Barker Rinker Seacat (BRS), the lead architect, worked with their sub-consultants, including a landscape architect and a civil engineer, to develop and finalize the design. FCI Constructors was centrally involved providing cost estimates at the concept, schematic, 50% and 90% design levels to ensure the project stays on budget. Council was updated on September 15th on the design, the current budget and the plan to approach City Council at the October 15th meeting for contract amendment consideration.

City Council approved Change Order 1 for Bid Packages #1 and #2 on July 17, 2024 and construction on the new Community Recreation Center (CRC) at Matchett Park commenced at the end of July 2024. The total of Bid Packages #1 and #2 was \$46,956,453 and comprised eight different trades. City Council approved Change Order 2 that funded Bid Package #3 of \$25,797,971. Bid Packages #1, #2 and #3 constitute the Guaranteed Maximum Price (GMP) of \$72,754,424. This has been modified with

the addition of \$248,974 into the GMP. This was pulled out of the soft cost budget for data cabling. \$400,000 was pulled out of the GMP to cover needs in the soft cost budget. This makes the updated GMP with FCI \$72,603,398 for construction. Add in the soft cost budget, which consists of architectural and engineering fees, about half of the soft cost budget, along with all other necessary expenses to complete the project, and the total project budget remains at \$82,100,000 as presented during all phases of development: schematic design, design development and construction documents. This first phase of outdoor facilities will add \$3,384,053 to FCI's contract, for a new total of \$75,987,451 for construction. The outdoor phase is funded entirely by grants, donations, the Burkey land sale and interest income. It will be tracked separately to ensure proper grant reporting to contributing foundations.

BACKGROUND OR DETAILED INFORMATION:

The 2021 Parks, Recreation, and Open Space (PROS) Master Plan identified the Community Recreation Center as the highest priority. The legalization of cannabis was approved by voters in 2021. This established a tax on cannabis, with the proceeds being devoted to funding the highest priorities in the PROS Master Plan. The 2022 CRC Plan described the plan for implementing the design, construction, and operation of the CRC, which served as the blueprint for the 2023 ballot proposal. In April 2023, City of Grand Junction voters authorized debt for construction and a 0.14 percent Sales Tax increase for construction, debt service, and operation of the Community Recreation Center at Matchett Park. City Council previously approved a Construction Management/General Contractor (CMGC) contract with FCI Constructors, Inc. for Grand Junction Community Recreation Center construction on October 4, 2023. Since that time, FCI and the lead architect, Barker-Rinker-Seacat (BRS), and their team of sub-consultant designers, architects, and engineers have completed the design. This included schematic design and FCI obtaining cost opinions from numerous potential subcontractors to keep the project on budget. This also included design development with FCI again providing a project estimate to keep the project on budget.

Page 46 of the 2022 CRC Plan stated the following:

ALTERNATIVE FUNDING. The City will look to secure additional funding sources to support the CRC, including but not limited to: Potential partnerships and grants e.g., Great Outdoors Colorado, El Pomar Foundation, Gates Family Foundation, Department of Energy Daniels Fund, Department of Local Affairs (DOLA), Anschutz Family Foundation, Boettcher Foundation, Bacon Family Foundation, Goodwin Foundation and others. These funding sources can enhance the facility offerings or reduce the debt on the facility, but they typically provide less than 5% of the funding needed and are not guaranteed.

The City of Grand Junction, in partnership with the Grand Valley Parks and Recreation Foundation (now GJ Plays), is actively engaged with each of these organizations regarding a potential grant following the CRC election. Funders will often contribute after a project is approved by voters but not before.

Following voter approval with 60% voting yes, the City moved into implementing the

2022 CRC plan, including pursuing the alternative funding described above. A therapy partner was pursued, which led to the partnership with St. Mary's Intermountain Health Regional Hospital. This provided a \$4,500,000 contribution to the CRC and an annual rent payment of \$168,000. A \$1,000,000 DOLA grant was secured. This funding, along with interest income on the project fund, enabled the expansion of the project from the 83,000 square feet promised voters to the 107,000 square foot facility currently under construction. The expansion happened primarily in the aquatics area, where the number of pools went from three to five, and one of those five pools, the lap pool, expanded from 4 lanes to 6 lanes. Additionally, the building was expanded from two multipurpose rooms to three multipurpose rooms as well as from two group fitness rooms to three group fitness rooms.

Additionally, an initial phase of outdoor facilities was pursued contingent on grant funding, as promised to voters in the 2022 CRC plan. The initial contribution of approximately \$680,000 was from the proceeds of the Burkey land sale. Any sale of city parkland must be approved by a vote of the people. The sale of 18-acre Burkey Park on the far east side of the City limits and near Matchett Park was approved by voters in April 2019. The ballot question specified that the proceeds must be spent at Matchett Park and also towards the creation of a Burkey Pavilion. This Pavilion would honor and recognize the donation of the 18 acres to the City back in the 1960s. This donation of land is sometimes confused with the acquisition of Matchett Park in 1995. The City used a certificate of participation financing method, the same used for the Stadium, to acquire Matchett, working with the Trust for Public Land. The Matchett family always desired to make the 207 acres of land a public asset. They provided an affordable price to the City, and the land was indeed purchased.

The proceeds from the Burkey land donation served as a match as the City pursued grants from foundations. The first secured grant was \$500,000 from the Daniels Fund in March 2024. Next was the Gates Foundation at \$30,000, followed by the Boettcher Foundation at \$75,000, Great Outdoors Colorado at \$500,000, and finally El Pomar at \$25,000. None of these grants are derived from federal, state, or local tax dollars. There is also an estimated \$890,000 in interest income from the project fund available to go towards this initial phase of outdoor facility development at Matchett Park. All aforementioned funding is secured with all grant contracts executed. There is also \$100,000 in the 2025 budget for the Matchett Park ditch relocation that is being put towards this outdoor facilities phase. The one final funding possibility with a potential donor of \$1,000,000 has been secured. It was expected the donation would be \$500,000. When the check arrived, it was actually for \$1,000,000. This enabled the inclusion of several strongly desired add alternates that were designed but not funded. A local family has made this extremely generous gift, which will help maximize the success and positive impact of the project.

Bids for Phase One of the Outdoor Facilities were due September 26, 2025. Like the bidding for Bid Packages #1, #2 and #3, FCI ensured a competitive bidding environment and the best value for the City. FCI also performed its role as CMGC in vetting bidders to ensure experience, capacity, and financial stability. Like Bid Package

#1, #2, and #3, the bidding for the outdoor phase sets the construction cost. It is the limit on the amount the City will have to pay FCI Constructors Inc. for this portion of the construction work, regardless of the actual cost to the contractor. The CRC is on track to follow a nearly two-year construction schedule and be complete and open to the public by late 2026. Phase one of the outdoor facilities is scheduled to be completed ahead of or concurrently with the substantial completion of the CRC. As occurred with Bid Packages #1, #2 and #3, the Parks and Recreation Advisory Board reviewed Phase One of the outdoor facilities at their October 2nd, 2025 meeting. Like the CRC design, PRAB was engaged and provided input at each stage of design development. After lengthy discussion on October 2nd, PRAB voted unanimously to recommend City Council approve moving forward with this change order to fund Phase One of outdoor facilities at Matchett Park.

FISCAL IMPACT:

The initial phase of outdoor facilities at Matchett Park is budgeted at \$3,800,000. Of this amount, \$631,000 is currently secured through foundation grants, a GOCO grant of \$500,000, \$680,000 from the Burkey land sale and \$1,000,000 in interest income that is only available to be spent on the CRC project. An additional \$1,000,000 donation was received within the last week, which brings the total budget to \$3,800,000.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to execute Prime Contract Change Order #69 with FCI Constructors, Inc., to add in the Phase I of Outdoor Facilities at Matchett Park in the amount of (GMP) of \$3,384,053.

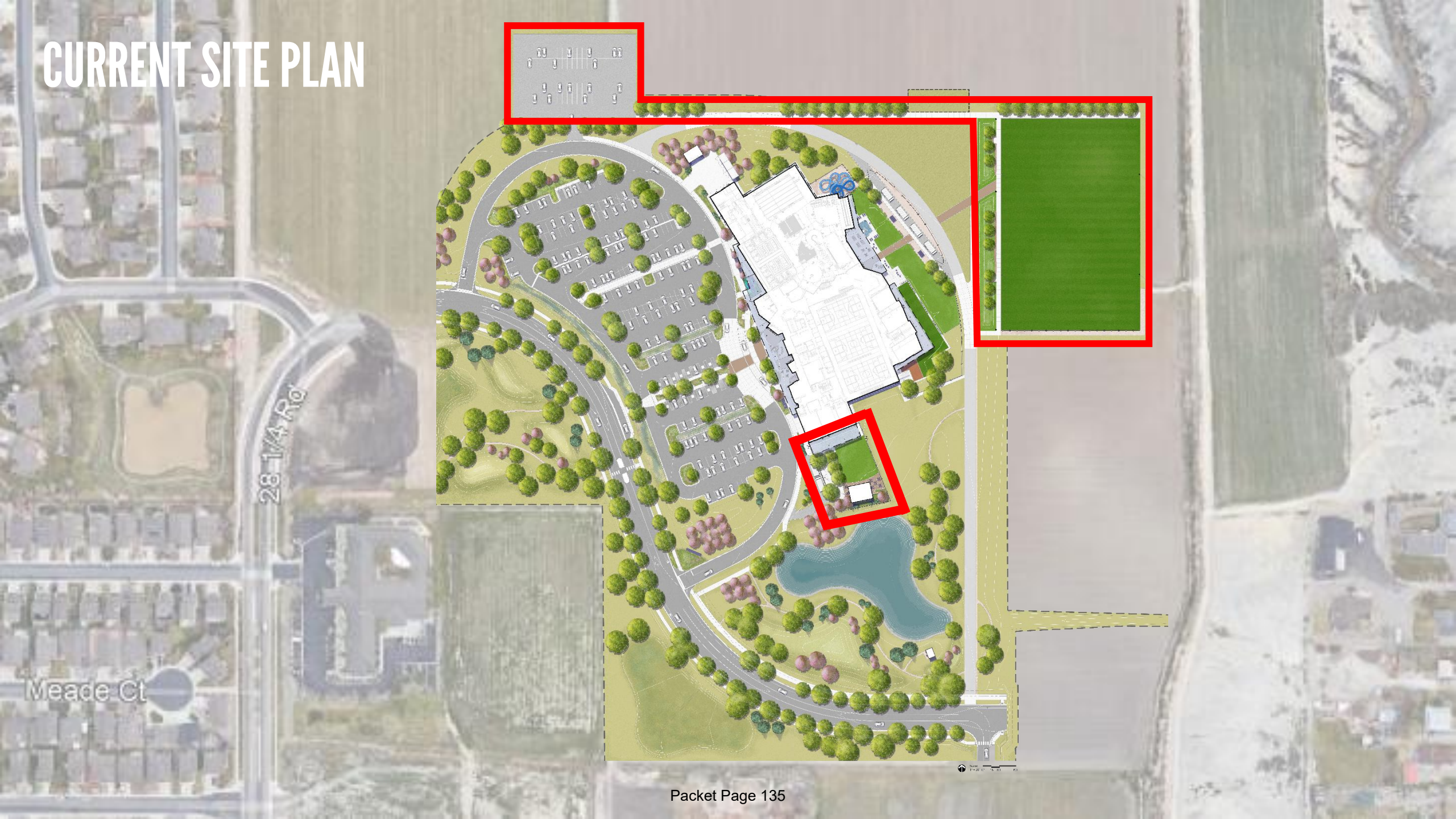
Attachments

1. GJCRC - CA 1 Council Meeting 10 15 25
2. GJCRC Outdoor Amen 95% CD Estimate 10-8-25 R2 with \$1 MIL Donor - FINAL rev 1 BB 10.10.25

GMP SITE PLAN



CURRENT SITE PLAN



FCI Constructors, Inc.Date:
Project:

September 30, 2025

**GRAND JUNCTION COMMUNITY RECREATION CENTER
GRAND JUNCTION, CO
OUTDOOR AMENITIES WITH DONOR**

DESCRIPTION	TOTAL COST	NOTES
GENERAL CONDITIONS	\$ -	
020000 EXISTING CONDITIONS	\$ -	N/A - EXCLUDED
030000 CONCRETE	\$ 12,150	
040000 MASONRY	\$ -	N/A - EXCLUDED
050000 METALS	\$ 42,008	
060000 WOOD & PLASTICS	\$ 15,250	
070000 THERMAL & MOISTURE PROTECTION	\$ 15,712	
080000 DOORS & WINDOWS	\$ -	N/A - EXCLUDED
090000 FINISHES	\$ 13,254	
100000 SPECIALTIES	\$ 7,500	
110000 EQUIPMENT	\$ -	
120000 FURNISHINGS	\$ -	
130000 SPECIAL CONSTRUCTION	\$ -	
140000 CONVEYING SYSTEMS	\$ -	N/A - EXCLUDED
210000 FIRE PROTECTION	\$ -	
220000 PLUMBING	\$ -	
230000 HVAC	\$ -	
260000 ELECTRICAL	\$ 21,247	
27/280000 SPECIAL SYSTEMS	\$ -	
310000 SITEWORK - BUILDING	\$ 444,567	
310000 SITEWORK	\$ 1,234,647	
320000 EXTERIOR IMPROVEMENTS	\$ -	
330000 UTILITIES	\$ -	
SUBTOTAL - DIRECT COST	\$ 1,806,334	
CONTINGENCY - ESTIMATING	\$ -	0.00%
CONTINGENCY - CONSTRUCTION	\$ 54,190	3.00%
BUILDERS RISK INSURANCE	\$ 1,674	0.09%
GENERAL LIABILITY INSURANCE	\$ 18,605	1.00%
PROPERTY SURVEY	\$ -	N/A - EXCLUDED
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	N/A - EXCLUDED
MATERIALS TESTING / INSPECTION	\$ -	N/A - EXCLUDED
PLANNING APPLICATIONS/PERMIT/PLAN REVIEW FEES	\$ -	N/A - EXCLUDED
BUILDING PERMIT	\$ 1,149	BY OWNER
UTILITY TAP FEES	\$ -	N/A - EXCLUDED
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ -	N/A - EXCLUDED
CM/GC PAYMENT/PERFORMANCE BOND	\$ 9,974	0.42%
CM/GC OVERHEAD & CONSTRUCTION PHASE FEE	\$ 52,028	2.75%
TOTAL ESTIMATED CONSTRUCTION COST	\$ 1,943,955	
1 % ART BUDGET	\$ -	BY OWNER
TOTAL ESTIMATED CONSTRUCTION COST WITH ART BUDGET	\$ 1,943,955	
ADDITIONAL ITEMS		
ALT 49A - HYDRANT AT FIELD	\$ 8,526	
ALT 59 - FENCING	\$ 22,003	
ALT 42 - TEMP PARKING LOT	\$ 143,478	
IRRIGATION LATERAL 1.25 AND RELOCATED SILT TRAP	\$ 232,549	
MONUMENT SIGN	\$ 37,005	REF MONUMENT SIGN COST BACK-UP
ALT 51 - NATIVE SEED BUFFER	\$ 16,452	
FIELD TURF UPGRADE	\$ 45,506	UPGRADE TO PREDATOR DUAL FIBER AND 2" PILE HEIGHT
ALT 54 - 6"X12" FIELD CURB	\$ (10,373)	
ALT 56 - CONCRETE TO CRUSHER FINES	\$ (57,719)	
ALT 53 - REMOVE BERM	\$ (95,532)	
ALT 46 - CONCRETE FIRE LANE	\$ 137,128	
MAINTENANCE BUILDING, OUTDOOR FITNESS TURF AREA, LAP POOL, JUMP TOWER	\$ 709,250	ALLOWANCE
OWNERS CONTINGENCY	\$ 251,825	
GRAND TOTAL	\$ 3,384,053	