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**CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT AGENDA  
WEDNESDAY, SEPTEMBER 4, 2019  
250 NORTH 5<sup>TH</sup> STREET - ADMINISTRATION CONFERENCE ROOM  
FOLLOWING THE 6:00 P.M. CITY COUNCIL MEETING – REGULAR MEETING**

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

**Call to Order**

**Citizen Comments**

**Disclosures of Potential Conflicts of Interest**

**Oaths of Office**

**Designation of Officers**

**Presentations**

- a. Report on Status of District Organization

**1. Resolutions**

- a. Actions Regarding the Organization and Functioning of the Grand Junction Dos Rios General Improvement District
  - i. A Resolution Adopting a District Seal
  - ii. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2019 Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings
  - iii. A Resolution Calling a Special Election in the City of Grand Junction Dos Rios General Improvement District

- iv. A Resolution Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests

**2. Contracts**

- a. Consider Engagement of Collins Cockrel & Cole as General Legal Counsel
- b. Consider Engagement of Butler Snow as Special Legal Counsel
- c. Consider Engagement of Underwriter

**3. Other Business**

**Adjournment**



**Grand Junction City Council**

**Regular Session**

**Item #1.a.**

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**Meeting Date:** September 4, 2019  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

Actions Regarding the Organization and Functioning of the Grand Junction Dos Rios General Improvement District

**RECOMMENDATION:**

City Staff have reviewed the resolutions and found them to be consistent with and supportive of the further development of the Dos Rios property as has been discussed with the City Council and therefore recommends the adoption of each resolution.

Furthermore, City Staff recommends that the GID Board engage Collins, Cockrel and Cole as general counsel, Butler Snow as special counsel and DA Davidson as underwriter.

**EXECUTIVE SUMMARY:**

The purpose of these items is to formalize the Grand Junction Dos Rios General Improvement District and call a Special Election for the Dos Rios General Improvement District (GID) to impose a mill levy and authorize debt for the financing of improvements to property within the District. In support thereof and because the GID is a separate legal entity from the City, the Board will consider engaging legal counsel and an underwriter regarding the issuance of debt.

**BACKGROUND OR DETAILED INFORMATION:**

While the City Council constitutes the ex officio board of directors of the District, the GID is a separate legal entity and there are certain formalities to establishing and managing the entity. The agenda calls for the Board to among other things designate a

president, secretary and treasurer. Consider and adopt resolutions 1,2 and 4-2019 which will accomplish other organizational requirements, including the meeting schedule and posting locations, and designating a records custodian and policy.

Furthermore, the Board will consider Resolution #3-2019 which concerns calling a special election and setting ballot titles for the mill levy for the District as well as referring debt questions for street, park and recreation, water, sanitation, operation, refunding, the authority to enter intergovernmental agreements and TABOR to the November 5, 2019 ballot.

If Resolution 3-2019 is approved, the City Clerk's office will conduct the election for the GID for all ballot questions approved by the Board. There is one elector in the GID and accordingly the Clerk will issue a ballot and TABOR notice to the elector.

Additionally, the Board will consider retaining Collins, Cockrel and Cole as general counsel for the GID and Butler Snow as Special Counsel regarding debt financing and TABOR matters, all as more particularly described in the engagement letters. Proposed engagement letters are attached. The Board with furthermore consider engaging DA Davidson as the underwriter for the debt issuance.

Ms. Kathryn Winn of Collins, Cockrel and Cole will be participating in the meeting by telephone.

**FISCAL IMPACT:**

Costs for the conduct of this special election are minimal.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 1-2019, a resolution adopting a district seal, Resolution No. 2-2019, a resolution designating the location for the posting of the notice of meetings, establishing the 2019 meeting schedule, and establishing the procedure for calling of special meetings, Resolution No. 3-2019, a resolution calling a special election in the City of Grand Junction Dos Rios General Improvement District, and Resolution No. 4-2019, a resolution designating the official custodian of records and adopting a policy on responding to open records requests.

**Attachments**

1. Dos Rios GID Board Packet

**CITY OF GRAND JUNCTION  
DOS RIOS GENERAL IMPROVEMENT DISTRICT**

**RESOLUTION NO. 1-2019**

**RESOLUTION ADOPTING A DISTRICT SEAL**

WHEREAS, the City of Grand Junction Dos Rios General Improvement District (the “District”) is a general improvement district and a quasi-municipal corporation duly organized pursuant to Part 6, Article 25, Title 31, Colorado Revised Statutes, and Ordinance No. 4861 of the City of Grand Junction, Colorado (the “City”), adopted by the City Council on July 17, 2019; and

WHEREAS, pursuant to Section 31-25-609, C.R.S., the Board of Directors of the District is required to adopt a seal.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Grand Junction Dos Rios General Improvement District that:

1. Seal. The following seal, to be kept in the possession of the District Secretary, is hereby adopted as the official seal of the City of Grand Junction Dos Rios General Improvement District:



2. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

3. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board of Directors of the District.

The foregoing Resolution was approved and adopted this 4<sup>th</sup> day of September, 2019.

City of Grand Junction Dos Rios  
General Improvement District  
Resolution No. 1-2019

CITY OF GRAND JUNCTION DOS RIOS  
GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Rick Taggart, Chair of the Board of  
Directors

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann, District  
Secretary

**CITY OF GRAND JUNCTION  
DOS RIOS GENERAL IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2-2019**

**A RESOLUTION DESIGNATING THE LOCATION FOR THE  
POSTING OF THE NOTICE OF MEETINGS, ESTABLISHING THE  
2019 MEETING SCHEDULE, AND ESTABLISHING THE  
PROCEDURE FOR CALLING OF SPECIAL MEETINGS**

**Recitals.**

The Board of Directors of the City of Grand Junction Dos Rios General Improvement District ("District") is a "local public body" as defined in C.R.S. §24-6-402(1)(a).

The Board of Directors holds meetings to discuss public business.

The C.R.S. §24-6-402(2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT, MESA COUNTY, COLORADO, THAT:

1. The Notice of Meetings for the District shall be posted on the glassed-in exterior notice board at 250 North 5th Street, City Hall, and on the IP address website for the District (<http://www.gjcity.org/city-government/special-districts>).

2. The meeting schedule for the regular meetings of the City of Grand Junction Dos Rios General Improvement District in 2019 is:

September 4 and 18

October 2 and 16

November 6 and 20

December 4

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming before the Board of Directors. The Board of Directors will determine that on a case-by-case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the Chairman of the Board of Directors for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of Board of Directors shall be notified of any special meeting at least twenty-four hours in advance.

Read and approved this 4<sup>th</sup> day of September, 2019.

CITY OF GRAND JUNCTION DOS RIOS  
GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Rick Taggart, Chair of the Board of  
Directors

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann, District Secretary



**CITY OF GRAND JUNCTION  
DOS RIOS GENERAL IMPROVEMENT DISTRICT**

**RESOLUTION NO. 3-2019**

**A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF  
GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, the City of Grand Junction Dos Rios General Improvement District (the “District”) is a general improvement district and a quasi-municipal corporation duly organized pursuant to Part 6, Article 25, Title 31, Colorado Revised Statutes, and Ordinance No. 4861 of the City of Grand Junction, Colorado (the “City”) Establishing the Grand Junction Dos Rios General Improvement District and Other Details Relating Thereto, adopted by the City Council on July 17, 2019; and

**WHEREAS**, the members of the City Council have been duly elected or appointed and qualified, and serve ex officio as the Board of Directors of the District (the “Board”); and

**WHEREAS**, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for incurring debt, creating any tax, and spending certain moneys above limits established thereby; and

**WHEREAS**, Section 31-25-611(n), C.R.S., authorizes the District to conduct an election in accordance with Title 31, Article 10, C.R.S. (the “Municipal Election Code”) for any purpose the Board deems necessary or required; and

**WHEREAS**, TABOR requires that ballot issues, as defined in TABOR, be submitted to the electors of the District, as so defined in Section 31-25-602(2), C.R.S. (the “Electors”), on limited election days before action can be taken on such ballot issues; and

**WHEREAS**, November 5, 2019 is one of the dates at which ballot issues and spending questions may, under TABOR, be submitted to the District Electors; and

**WHEREAS**, the Board hereby determines that it is necessary to submit to the Electors of the District at a mail ballot election to be held on November 5, 2019 (the “Election”) (i) a question regarding the imposition of ad valorem taxes on the taxable property within the District to supply funds for paying expenses of organization and the costs of acquiring, constructing, installing, operating, and maintaining the improvements or works of the District or providing the services of the District (the “Improvements” and “Services”); (ii) a question allowing the District to incur indebtedness and enter into multiple fiscal year financial obligations with respect to any Improvements or Services as described in the petition and promptly to pay in full when due all interest on and principal

of general obligation bonds, indebtedness, and other obligations of the District; and (iii) to exempt the District from statutory and constitutional limitations on revenue; and

**WHEREAS**, the Board elects to utilize the provisions of the Municipal Election Code of 1965, Title 31, Article 10, C.R.S., as amended (the “Municipal Election Code”), to conduct the Election; and

**WHEREAS**, the City Clerk of the City (“City Clerk”) will conduct the Election as an independent mail ballot election; and

**WHEREAS**, it is necessary to set the language for the mail ballot and to set forth certain procedures concerning the conduct of the Election.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grand Junction, Colorado, as the Ex Officio Board of Directors of the City of Grand Junction Dos Rios General Improvement District, as follows:

1. All action heretofore taken consistent with the provisions of this resolution by the District, its officers, staff and legal counsel, directed toward the Election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Municipal Election Code and Part 6, Article 25, Title 31, C.R.S.

3. Pursuant to TABOR and the Municipal Election Code, the Board hereby determines to call a special election to be conducted on November 5, 2019, as an independent mail ballot election. The Board hereby determines that at the Election there shall be submitted to the eligible electors of the District the questions set forth in Section 4 hereof.

4. The Board hereby designates the City Clerk as the election official and certifies thereto the following questions in substantially the forms hereinafter set forth, to be submitted to the eligible electors of the District at the Election:

**BALLOT ISSUE A - Mill Levy:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL  
IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED  
\$100,000 IN 2021 (FIRST FULL FISCAL YEAR) AND BY WHATEVER  
AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER

BY THE IMPOSITION OF A MILL LEVY OF NOT TO EXCEED FIFTY (50) MILLS AS MAY BE NECESSARY TO PAY THE COST OF ANY IMPROVEMENTS AND SERVICES AS THE DISTRICT IS AUTHORIZED TO PROVIDE BY LAW PROVIDED THAT SUCH MILL LEVY MAY BE ADJUSTED (I) TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED, AND (II) TO OFFSET ANY PROPERTY TAX CUT WHICH IS MANDATED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED?

**BALLOT ISSUE B - Debt for street purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED \$136,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT’S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET IMPROVEMENTS INCLUDING CURBS, GUTTERS, CULVERTS, OTHER DRAINAGE FACILITIES, SIDEWALKS, BRIDGES, PARKING FACILITIES, PAVING, LIGHTING, TRAFFIC SIGNALS, GRADING, LANDSCAPING, AND OTHER STREET IMPROVEMENTS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE

DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE C - Debt for Park and Recreation purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$136,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS, AND PROGRAMS, INCLUDING PARKS, BIKE PATHS AND PEDESTRIAN WAYS, OPEN SPACE,

LANDSCAPING, CULTURAL ACTIVITIES, COMMUNITY RECREATION CENTERS, WATER BODIES, IRRIGATION FACILITIES, AND OTHER ACTIVE AND PASSIVE RECREATION FACILITIES AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE D - Debt for Water purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$136,000,000

ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE POTABLE AND NON-POTABLE WATER SUPPLY, TREATMENT, STORAGE, TRANSMISSION, AND DISTRIBUTION SYSTEM, INCLUDING TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, IRRIGATION FACILITIES, TREATMENT FACILITIES, AND STORAGE FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE E - Debt for Sanitation purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED \$136,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT’S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE LOCAL SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEM, INCLUDING COLLECTION MAINS AND LATERALS, TRANSMISSION LINES, TREATMENT FACILITIES, STORM SEWER, FLOOD, AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, AND DETENTION AND RETENTION PONDS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE

PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE F - Debt for Operation purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$136,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ORGANIZING THE DISTRICT, AND THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION FOR THE PURPOSE OF CARRYING OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING



PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE G - Debt for Refunding purposes:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT DEBT BE INCREASED \$25,000,000, WITH A REPAYMENT COST OF \$136,000,000; AND SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$136,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT WHICH MAY CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATION ISSUED OR INCURRED FOR THE PURPOSE FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; AND SHALL SUCH DEBT BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT; AND SHALL SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF

THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; AND SHALL ANY SUCH TAXES CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT?

**BALLOT ISSUE H – IGA Debt:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) BE AUTHORIZED TO ENTER INTO ONE OR MORE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS OR INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF GRAND JUNCTION OR ANY POLITICAL SUBDIVISION OF THE STATE, FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, PROJECTS, SYSTEMS, PROGRAMS, OR SERVICES WHICH THE DISTRICT MAY LAWFULLY PROVIDE OR FOR OPERATIONS AND MAINTENANCE EXPENSES OF THE DISTRICT, WHICH AGREEMENT MAY CONSTITUTE A DEBT OR INDEBTEDNESS AND A MULTIPLE-FISCAL YEAR OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS

MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

**BALLOT ISSUE I – Revenue Retention:**

SHALL CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS THE DISTRICT RECEIVES ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

5. If a majority of the votes cast on the questions to authorize general obligation indebtedness or the levy of ad valorem property taxes submitted at the election shall be in favor of incurring general obligation indebtedness or levying ad valorem property taxes as provided in such questions, the District acting through the Board shall be authorized to proceed with the necessary action to incur general obligation indebtedness or levy ad valorem property taxes in accordance with such questions.

6. Any authority to contract general obligation indebtedness or to levy ad valorem property taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to contract the general obligation indebtedness or levy the ad valorem taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred. Pursuant to Section 31-10-1308(2), C.R.S., any election contest arising out of the ballot issues concerning the order of the ballot or the form or content of the ballot title shall be commenced as provided in Section 1-11-203.5, C.R.S., by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

7. Any contest regarding the results of the election on Ballot Issue \_ shall be conducted as set forth in Section 31-10-1308(3), C.R.S.

8. The ballot titles in Section 4 hereof are set based upon the requirements of TABOR and, pursuant to Section 31-11-102, C.R.S., are an alternative to the provisions of Section 31-11-111, C.R.S. regarding both a title and a submission clause.

9. If a majority of the votes cast on the questions to authorize the issuance of bonds as set forth above, the District intends to issue such bonds in the approximate aggregate principal amount of \$25,000,000 to pay the costs of the improvements or services authorized in such questions, including the reimbursement of certain costs incurred by the District prior to the execution and delivery of such bonds, upon terms acceptable to the District, as authorized in an resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution. The District shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

10. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

11. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

The effective date of this resolution shall be immediately upon adoption.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Grand Junction, Colorado, acting ex-officio as the Board of Directors of the City of Grand Junction Dos Rios General Improvement District, on September 4, 2019.

CITY OF GRAND JUNCTION DOS RIOS  
GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Rick Taggart, Chair of the Board of  
Directors

ATTEST:

---

Wanda Winkelmann, District Secretary

**CITY OF GRAND JUNCTION  
DOS RIOS GENERAL IMPROVEMENT DISTRICT**

**RESOLUTION NO. 4-2019**

**RESOLUTION DESIGNATING THE  
OFFICIAL CUSTODIAN OF RECORDS AND ADOPTING A  
POLICY ON RESPONDING TO OPEN RECORDS REQUESTS**

WHEREAS, the Board of Directors of the City of Grand Junction Dos Rios General Improvement District (the “District”) has determined that it is appropriate to designate an official custodian of the District’s records for the protection of such records and in order to permit their inspection by persons entitled to examine and copy such records in an orderly fashion; and

WHEREAS, the Board of Directors of the District has determined that it is appropriate to adopt a policy on responding to open records requests; and

WHEREAS, the Board of Directors fully supports, and complies with, all Federal and State laws relating to the retention, protection and disclosure of District records including, but not limited to, the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“CORA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Privacy Rule promulgated by the U.S. Department of Health and Human Services which interprets and implements HIPAA; and

WHEREAS, it is the policy of the District that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

WHEREAS, public records are defined by CORA as all writings made or maintained by the District, regardless of the format or medium of the records, subject to certain exceptions and public records expressly include e-mail communications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Grand Junction Dos Rios General Improvement District that:

1. Official Custodian.

(a) Wanda Winkelman, the City Clerk of the City of Grand Junction and Secretary of the District, is hereby designated as the Primary Official Custodian responsible for the maintenance, care and keeping of all records of the District, except as provided herein.

(b) The construction manager for the District's construction projects is hereby designated as the Official Custodian responsible for the maintenance, care and keeping of all records associated with the District's construction projects, subject to the control, supervision and direction of the Primary Official Custodian.

(c) The Official Custodians shall have the authority to designate such agents as they shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

2. Policy on Responding to Open Records Request. The following are general policies concerning the release of records:

(a) All public records of the District shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board of Directors in conformance with CORA.

(b) Every request to inspect and/or copy any District record (a "Records Request") shall be submitted to the District's Official Custodian in writing and be specific as to the information desired. If not submitted to the Official Custodian, any District employee or Board Member that receives the Records Request shall immediately send the Records Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

(c) If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian shall immediately forward it to the District's legal counsel.

(d) The District's legal counsel shall determine the District's obligations under the applicable Federal and/or State law(s). If the District is permitted to make records available for inspection in whole or in part, the District's legal counsel will so notify the District's Official Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable Federal or State law.

(e) If the District's legal counsel determines the District is not permitted by Federal or State law to make records available for inspection in whole or in part, legal counsel shall provide a written response to the party submitting the Records Request stating the legal basis upon which the Records Request in whole or in part is being denied.

(f) Following the denial of a request for record, upon receipt of the required written notice from the requesting individual that he or she will seek relief from the District Court, the Official Custodian will attempt to meet in-person or speak by telephone with the requesting individual. District personnel are encouraged to utilize all possible means to attempt to resolve the dispute during this time period and will provide a written summary of the District's position at the end of that period to the requestor and to the District's Board of Directors. No phone or in-person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

(g) Pursuant to CORA, all records must be made available for inspection within three (3) working days from the Official Custodian's receipt of the request, unless extenuating circumstances exist. The deadline may be extended by seven (7) working days if extenuating circumstances exist and the requesting party is notified of the delay within three (3) working days of the Official Custodian's receipt of the request. The Official Custodian may set the time during normal office hours and the place for records to be inspected, and require that the Official Custodian or a delegated employee be present while the records are examined.

(h) A public record stored in a digital format that is neither searchable nor sortable will be provided in a digital format. A public record stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless (1) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copyright or licensing agreement between the District and a third party; (2) producing the record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format, or (4) if the Official Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the information. Altering an existing digital public record, or excising fields of information that the Official Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section (2)(i)(iv) of this Resolution.



(i) The Custodian may charge the following fees (collectively, the “Fees”) for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of twenty-five cents (\$0.25) per standard page, and at the actual costs of production for any non-standard page (the “Copying Fee”). A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Official Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request (the “Outside Copying Fee”).

(iii) If a copy, printout or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production (the “Production Fee”).

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by the District, such data manipulation will be assessed at the actual costs to the District (the “Manipulation Fee”); however, the District is in no way obligated to generate a record that is not otherwise kept, made, or maintained by the District.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery (the “Transmission Fee”). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian may charge a research and retrieval fee not to exceed thirty-three and 58/100ths dollars (\$33.58) per hour (the “Research and Retrieval Fee”).

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) the District may charge the actual costs of creating a privilege log identifying the privileged records (the “Privilege Fee”). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(viii) If CORA is amended to increase the fees and charges authorized by this Resolution, the fees and charges set forth herein shall be automatically

increased to the maximum amounts statutorily authorized without the need for further action by the Board.

(j) If the estimated Fees to produce the records will exceed fifty dollars \$50.00, the District may require a fifty percent (50%) deposit of the estimated Fees prior to commencing work to produce the records. Payment of the remainder of the Fees, including all actual costs exceeding the estimated amount, must be made prior to the time of inspection or release of the final work product or copies.

(k) No person shall be permitted to inspect or copy any records of the District if, in the opinion of the Official Custodian after consultation with the District's legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board of Directors of the District.

The foregoing Resolution was approved and adopted this 4<sup>th</sup> day of September, 2019.

CITY OF GRAND JUNCTION DOS RIOS  
GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Rick Taggart, Chair of the Board of  
Directors

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann, District  
Secretary



SHAREHOLDERS  
Paul R. Cockrel  
James P. Collins  
Robert G. Cole  
Timothy J. Flynn  
Evan D. Ela  
Linda M. Glesne  
David A. Greher  
Kathryn G. Winn  
Allison C. Ulmer

ASSOCIATES  
Joseph W. Norris  
Bart W. Miller  
  
OF COUNSEL  
Matthew P. Ruhland  
  
303.218.7197  
rcole@cccfirm.com

September 4, 2019

Board of Directors  
City of Grand Junction Dos Rios  
General Improvement District  
250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

**Re: Letter of Engagement**

Dear Board Members:

We understand that the City of Grand Junction Dos Rios General Improvement District (the "Client") desires to appoint Collins Cockrel & Cole, a professional corporation (the "Attorney"), as the District's general counsel pursuant to Section 32-1-1001(1)(i), C.R.S., for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Attorney will advise the Client on all District-related matters referred to the Attorney by the Client. We will take our direction from the Board of Directors ("Board") and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Attorney. We do not represent (i) any person or entity (except the District itself); (ii) individual members of the Board; (iii) employees or agents of the District; or (iv) any landowner, developer or other person within the District (collectively, the "Other Persons"), and all services are provided only for the benefit of the Client and not for the Other Persons. The Attorney owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

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2. Designation of Attorney and Assistants.

I, Bob Cole, a Partner in the firm, am designated as the Attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

The Attorney shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Attorney supervises the work product of associates, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Attorney shall not be obligated to perform any Services if payment of fees is sixty days overdue.

The Attorney's current billing rates are subject to adjustment, but not by more than ten percent collectively at any time without written notice.

4. Expenses.

Expenses for which the Attorney will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by Attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.



(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Attorney will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of Attorney.

5. Communications between Attorney and Client.

Written and oral communication between the Attorney and the Client on the Client's matters shall be made using all current forms of technology including mail, express courier, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the



Attorney and instruct the Attorney as to any unacceptable means of communication for Client matters.

6. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Attorney in the representation of the Client. All expressions made by the Attorney relative thereto are solely matters of the Attorney's opinion.

7. Power of Attorney to Execute Documents.

The Client grants to the Attorney the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

8. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Attorney for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Attorney, will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

9. Illegal Alien Certification.

Pursuant to the requirements of H.B. 06-1343, the Attorney certifies that the Attorney will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Attorney will not knowingly employ or contract with an illegal alien to perform work for the Client. The Attorney has verified that the Attorney (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-102(1), C.R.S., regarding such verification. The Attorney agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding illegal alien verification, the Client may immediately terminate the Attorney's Services, subject to payment for work performed prior to the termination date as described herein.



10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Attorney. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

11. Term.

The agreement represented by this letter shall remain in effect until terminated by written notice of either party.

**Collins Cockrel & Cole,  
a Professional Corporation**

**City of Grand Junction Dos Rios  
General Improvement District**

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**By: Robert G. Cole**

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**Rick Taggart, Chair of the  
Board of Directors**

August 29, 2019

VIA E-MAIL

Grand Junction Dos Rios  
General Improvement District  
c/o John Shaver, City Attorney  
250 North 5th Street  
Grand Junction, CO 81501

Re: GID Formation and TABOR Election

Dear John:

We are pleased to confirm our engagement as special counsel to the Grand Junction Dos Rios General Improvement District (the “GID”). We appreciate your confidence in us and will do our best to continue to merit it.

**Scope of Services**

The scope of our services will include assisting the GID with formation and the conduct of an election on November 5, 2019 (the “Election”) to authorize the GID to levy taxes, incur debt, and retain revenues as required by Article X, Section 20 of the Colorado Constitution (“TABOR”). Our services include (i) assisting with the drafting the petition for creation of the GID, the drafting of the ordinance creating of the GID, the drafting of the resolution setting the ballot titles and calling the election, (ii) assisting with the preparation of the notice which TABOR mandates be mailed to electors, and (iii) answering such questions regarding the Election as presented to us by the GID. Our services do not include financial advice to the GID. Our services as special counsel to the GID are limited to those contracted for explicitly herein and the execution of this letter by the GID constitutes an acknowledgment of those limitations.

**Personnel**

Dee Wisor and Kim Crawford will be principally responsible for the work performed by Butler Snow LLP on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Dee will coordinate all work completed for the GID.

1801 California Street  
Suite 5100  
Denver, Colorado 80202

DEE P. WISOR  
(720) 330-2357  
Dee.Wisor@ButlerSnow.com

T (720) 330-2300  
F (720) 330-2301  
www.butlersnow.com



### **Attorney-Client Relationship**

In performing our services hereunder, the GID will be our client. We will represent the interests of the GID rather than the City Council, acting ex officio as the Board of Directors of the GID (the “Council”), the Council’s individual members, or any GID or City employees.

### **Conflicts of Interest**

Before accepting any new business, the Colorado Rules of Professional Conduct (the “Rules”) require us to evaluate whether there exist any ethical constraints to representing the GID. We have completed a conflicts check within our firm and have found no current conflict between the GID and our existing clients.

### **Fee Arrangement**

Our fees will be based upon the time we spend on this matter and our discounted rates set forth below provided that our fees will not exceed \$5,000 without the express consent of the GID Attorney. *We will not bill the GID for these fees if we are selected to act as bond counsel on the issuance of GID bonds.* The hourly rates for our lawyers and other professionals who may work on this matter are set forth below:

<b>Attorney</b>	<b>Billing Rate</b>	<b>Discounted Rate</b>
Dee P. Wisor	\$660.00	\$545.00
Kim Crawford	545.00	450.00
Karen Howland	235.00	190.00

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the GID, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is our billing policy.

### **Public Contract for Services – Compliance with § 8-17.5-101 C.R.S.**

In connection with our engagement with the GID, Butler Snow LLP qualifies as a “contractor” pursuant to § 8-17.5-101(2), C.R.S. and we hereby certify that, as of the date hereof: (i) we do not knowingly employ or contract with an illegal alien who will perform work pursuant to this engagement letter, and (ii) we have participated in the E-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this engagement letter. In compliance with Section § 8-17.5-102(2), C.R.S., the provisions set forth in Exhibit B to this engagement letter are incorporated herein and made a part hereof.

**Document Retention**

Attached as Exhibit C is a copy of our document retention policy.

**Termination of Engagement**

Upon completion of our work relating to the conduct of the Election, our representation of the GID and the attorney-client relationship created by this engagement letter will be concluded.

We are pleased to have the GID as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by having the appropriate individual execute a copy of this letter for the GID and then return the executed copy to me. Thank you.

BUTLER SNOW LLP

By: Dee P. Wisor  
Dee P. Wisor

ACCEPTED AND APPROVED:

GRAND JUNCTION DOS RIOS GENERAL  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DPW/jw  
Enclosures

**EXHIBIT A**  
**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
**As of January 1, 2019**

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

<b>Document Reproduction</b>	<b>No charge for routine reproduction (under 50 pages per day)</b>
<b>Normal sized documents (up to 11 x 17)</b>	<b>For reproduction in excess of 50 pages per day –</b> Black & White: \$0.10/page      Color: \$0.25/page
	<b>Bates Labeling –</b> Electronic: \$0.05/page      Manual: \$0.15/page
<b>Oversize documents (size in excess of 11 x 17)</b>	<b>Charge for each page – no exclusion</b> Black & white: \$6.00/page      Color: \$30.00/page
<b>Electronic Data Manipulation for reproduction</b>	\$75 per hour
<b>Document Scanning</b>	<b>No charge for routine scanning (except evidentiary materials)</b> <b>Bulk scanning of evidentiary documents: \$0.06/page</b> <i>(additional charge for document coding)</i>
<b>Oversize documents (size in excess of 11 x 17)</b>	<b>\$10.00/page</b>
<b>Wire Transfers</b>	<b>Outgoing: International: \$50/wire    Domestic: \$25/wire</b>
<b>Data/Audio/Visual Duplication &amp; Reproduction</b>	<b>CD/DVD: \$12.00 for each disc</b> <b>Portable Media Devices: Priced per data storage size</b>
<b>Electronically Stored Information (Litigation Support Services)</b>	<b>Data Room: \$750.00/room</b> <b>Data Processing: \$200.00/gb per occurrence</b> <b>Data Storage: \$10.00/gb per month</b> <b>Document Review Hosting: \$25.00/gb per month</b> <b>Review User License Fees: \$80.00/user per month</b>
<b>Computerized Legal Research</b>	<b>No charge for basic research.</b> <b>\$35/search for public records, special treatises, briefs, motions and expert directory databases.</b> <b>Specialized research at actual cost with prior client approval.</b>

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<b>Electronic retrieval of Court documents</b>	<b>\$0.40 / document</b>
<b>Fax and Long Distance Phone</b>	<b>No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.</b>
<b>Travel (personal vehicle)</b>	<b>Current Standard Mileage Rate as allowed by the IRS</b>
<b>Messenger Delivery and Service of Subpoenas or Summons</b>	Deliveries under 10 miles one way- <b>No charge</b> ; 10-25 miles one way - <b>\$30.00</b> ; over 25 miles one way - <b>\$10.00/hour plus mileage</b> ; Service of Subpoenas/Summons - <b>\$35.00 plus delivery.</b>
<b>Overnight Package Delivery</b>	<b>Charged at actual cost per package</b>
<b>Postage</b>	<b>No charge for routine postage</b> (under \$25 per day) <b>Bulk mailing postage:</b> at actual cost

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**EXHIBIT B**

A. Butler Snow LLP shall not:

(I) knowingly employ or contract with an illegal alien to perform work described in this engagement letter under Scope of Services (the “Legal Services”) or

(II) enter into a contract with a subcontractor that fails to certify to Butler Snow LLP that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Legal Services.

B. Butler Snow LLP:

(I) has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Legal Services through participation in either the e-verify program or the department program;

(II) shall not use either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while performing Legal Services;

(III) shall be required (only if Butler Snow LLP obtains actual knowledge that a subcontractor performing the Legal Services knowingly employs or contracts with an illegal alien):

(a) to notify the subcontractor and the Issuer within three days that Butler Snow LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (a) of this subparagraph (III) the subcontractor does not stop employing or contracting with the illegal alien; except that Butler Snow LLP shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; and

(IV) shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

**EXHIBIT C**  
**NOTICE TO CLIENTS OF BUTLER SNOW'S**  
**RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like

to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.



September 4, 2019

Dos Rios General Improvement District  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: Underwriting Engagement Letter

Ladies and Gentlemen:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for Dos Rios General Improvement District (the “Issuer”) on the Issuer’s proposed offering and issuance of Limited Tax General Obligation Bonds (the “Bonds”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Bonds are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Bonds, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Bonds
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Bonds are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Bonds





- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Bonds
- Obtain CUSIP number(s) for the Bonds and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Bonds
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Bonds except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Bonds.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread is 2.0% of the principal amount of the Bonds issued. The underwriting fee/spread will represent the difference



between the price that Davidson pays for the Bonds and the public offering price stated on the cover of the final official statement. In addition to the underwriting fee/spread, the Issuer shall pay to reimburse for Davidson's payment of CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Bonds.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds except as may be superceded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.



Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: Kyle Thomas

Title: Kyle Thomas

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

Dos Rios General Improvement District

By: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A

September 4, 2019

Dos Rios General Improvement District  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

Attn: Rick Taggart, President

Re: Disclosures by D.A. Davidson & Co. as Underwriter  
Pursuant to MSRB Rule G-17 and G-23  
Limited Tax General Obligation Bonds

Dear Rick Taggart:

We are writing to provide you, as President of Dos Rios General Improvement District (“Issuer”), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of Limited Tax General Obligation Bonds (the “Bonds”), which will be used to fund infrastructure improvements in the Dos Rios General Improvement District.

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Disclosures Concerning the Underwriter’s Role, Compensation, Regulation and Educational Materials.

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>
- (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is [www.msrb.org](http://www.msrb.org). The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

## 2. Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

## 3. Disclosures Concerning Complex Municipal Securities Financing

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

## 2. Questions and Acknowledgment.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

D.A. DAVIDSON & CO.

By:  \_\_\_\_\_

Title: Senior Vice President

1550 Market Street, Suite 300

Denver, CO 80202

Acknowledged this \_\_\_ day of \_\_\_\_\_, 2019

DOS RIOS GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_