

## AGREEMENT

THIS AGREEMENT, is entered into this 13<sup>th</sup> day of May, 2020, as follows:

### 1. PARTIES:

GRAND JUNCTION HOUSING AUTHORITY, a body corporate and politic ("GJHA");

UTE WATER CONSERVANCY DISTRICT, a Colorado special district ("Ute");  
and

CITY OF GRAND JUNCTION, a Colorado home rule municipality ("City").

### 2. RECITALS:

2.1. GJHA is duly organized and validly existing as a body corporate and politic pursuant to C.R.S. § 29-4-201 *et seq.*

2.2 Ute is a duly organized and validly existing water conservancy district organized pursuant to the Colorado Water Conservancy Act, C.R.S. 37-45-101 *et seq.*

2.3 The City is a home rule municipality duly organized and validly existing by virtue of the Constitution of the State of Colorado and Charter of the City of Grand Junction.

2.4. Ute provides domestic water services to properties within its boundaries and service area.

2.5 Ute charges tap fees ("Tap Fees") to owners of property who desire to receive domestic water service from Ute.

2.6. GJHA owns, develops and manages affordable housing projects within the City and is the current owner of the real property described as Lot 2, Village Park Multi-Family Subdivision, County of Mesa, State of Colorado, also known as 2814 Patterson Road, Grand Junction, Colorado 81506 ("the Property").

2.7. The Property is located within the boundaries of the City and Ute.

2.8. GJHA has begun construction of 60 units of low income affordable housing on the Property ("the Project") and has requested water service from Ute. Ute's Tap Fees for a master meter for 60 multi-family residential units would be \$254,800.00.

2.9. Ute has the capacity to provide domestic water service to the Project and will do so in exchange for the payment of Tap Fees in the amount of \$191,100.00, as detailed below, the payment of regular monthly rates for domestic water service to the Project and compliance with Ute's Rules and Regulations except as those Rules and Regulations are modified by this Agreement.

2.10 Ute, the City and GJHA, enter into this Agreement to establish the amount of the Tap Fees for the Project and how those Tap Fees will be paid.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, which function as adequate consideration for the making and enforcement of this agreement, the GJHA, the City and Ute agree as follows:

1. The Recitals are incorporated by reference as material terms of and for this Agreement.

2. GJHA agrees to pay one quarter of the Tap Fees for the Project equal to the amount of \$63,700.00.

3. The City agrees to pay one-half of the Tap Fees for the Project equal to the amount of \$127,400.00.

4. Subject to the conditions set forth in Paragraph 5 below, Ute agrees to waive and otherwise forego collection from GJHA of one quarter of the Tap Fees for the Project in an amount of \$63,700.00. Upon the withdrawal of House Bill 20-1164 from the 2020 Session of the Colorado General Assembly and upon the payment of \$191,100.00 by the City and GJHA, the Tap Fees and any and all connection, extension and related costs for connecting the Project to Ute Water's system to provide domestic water service to and for the Project shall be satisfied and deemed to be paid in full. The waiver and forgiveness provisions of this Paragraph relating to Tap Fees for the Project do not apply to the wet tap fee for a fire line for the Project. The Project calls for a 6-inch fire line to be connected to an 18-inch Ute main line. The wet tap fee for that connection is \$2,900.00. Except as otherwise provided in Paragraph 6 below, the Tap Fees for the domestic water service and the wet tap fee for the fire line shall be paid before connection is made to Ute's water system. The Tap Fees and wet tap fees described in this paragraph shall be paid in full no later than December 31, 2020.

5. Upon execution of this Agreement by all Parties, GJHA shall cause House Bill 20-1164 to be withdrawn from consideration in the 2020 Session of the Colorado General Assembly. GJHA shall request that House Bill 20-1164 be withdrawn in the form and with the content in the letter attached hereto as Exhibit A. The waiver of one quarter of the Tap Fees for the Project as set forth in this Agreement shall not be effective unless and until House Bill 20-1164 has been withdrawn from consideration in the 2020 Session of the Colorado General Assembly as recorded in the Journal of the proceedings of the General Assembly or, if it cannot be withdrawn for procedural or other reasons, until the final expiration of the 2020 Session of the Colorado General Assembly without House Bill 20-1164 being brought up for a final vote. GJHA agrees that once House Bill 20-1164 is withdrawn or not brought up for a final vote, it will not seek to introduce a similar bill in the remainder of the 2020 Session or in any special session of the General Assembly called in 2020.

6. GJHA desires to have the meter pit for the domestic water service for the Project and the valves for the domestic water service and the fire line installed before the conditions set forth in Paragraph 5 have been met in order to allow construction of the Project to proceed in an orderly manner. Therefore, GJHA has submitted and Ute acknowledges receipt of a non-refundable deposit to Ute Water in the amount of \$9,000.00. Upon receipt of this deposit, Ute ordered the meter pit (a precast concrete structure) for the domestic water service from its supplier. Once it receives that meter pit, Ute will coordinate with GJHA to install that meter pit in a location on the Project property near Patterson Road that is acceptable to Ute and GJHA. At the same time as the meter pit is installed, Ute will also install the valves for the domestic water service and the fire line, install the service line from the domestic water service valve to

the meter pit, install the meter yoke and meter in the meter pit, and install a line from the meter yoke to the outside of the meter pit (on the north side), which line will be stubbed off and available for connection of GJHA's service line from the meter pit to the building that will be served domestic water. The deposit set forth above shall be applied first against the wet tap fee for the fire line, with the balance being applied against the Tap Fees for the domestic water service. The valves for the domestic water service and the fire line shall remain closed until the Tap Fees for the domestic water service are paid. If for any reason GJHA does not pay the Tap Fees by the deadline set forth in Paragraph 4, the deposit shall not be refunded and Ute shall be entitled to remove the meter from the meter pit.

7. **NOTICES.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered or mailed by registered or certified mail, return receipt requested to the required Party at the following addresses:

CITY: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: City Manager

with a copy to:

City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: City Attorney

UTE: Ute Water Conservancy District  
2190 H $\frac{1}{4}$  Road  
Grand Junction, CO 81505  
Attn: Manager

with a copy to:

Ute Water Conservancy District  
2190 H $\frac{1}{4}$  Road  
Grand Junction, CO 81505  
Attn: General Counsel

GJHA: Grand Junction Housing Authority  
8 Foresight Circle  
Grand Junction, CO 81505  
Attn: CEO

with a copy to:

Grand Junction Housing Authority  
8 Foresight Circle  
Grand Junction, CO 81505  
Attn: General Counsel

Notice shall be deemed delivered at the time of personal delivery or when mailed to the required Party. The Parties may change their address by giving written notice of a change of address to the other Parties in the manner provided above.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the Parties. All prior negotiations, agreements, representations and understandings, whether written or oral, are merged into and superseded by this Agreement and shall be of no further force or effect.

9. **NO PRECEDENT.** The Parties have entered into this Agreement to resolve issues between them relating to the Tap Fees to be charged by Ute for domestic water service for the Project, and the provisions of this Agreement apply only to the Project. Nothing in this Agreement creates any precedent relating to the charging, exemption or waiver of Tap Fees for any future projects of GJHA and all Parties retain all claims, defenses and other arguments and positions that they may have regarding Tap Fees for future GJHA projects.

10. **AMENDMENT.** This Agreement cannot be modified, amended or changed in any manner except by an agreement in writing signed by the Parties hereto.

11. **APPLICABLE LAW.** This Agreement is executed in Mesa County, Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.

12. **JURISDICTION AND VENUE.** Jurisdiction and venue in any action as to this Agreement and the interpretation, enforcement or the determination of the rights and duties of the Parties hereto shall be in the District Court of Mesa County, Colorado.

13. **ATTORNEYS' FEES.** If any legal action is commenced or maintained in court, whether in law or in equity, by any Party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the Parties to this Agreement, the substantially prevailing Party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

14. **TERMINATION.** This Agreement and the terms and conditions hereof shall remain in full force and effect until fully performed by the Parties, and it is understood and agreed that the terms and conditions of this Agreement shall not be merged nor extinguished by any instrument of conveyance or assignment.

15. **BINDING AGREEMENT.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. By his/her signature each party represents that she/he is vested with full authority to sign and bind the entity for which she/he signs.

IN WITNESS WHEREOF, the City, Ute and GJHA have executed this Agreement the day and year first above set forth.

CITY OF GRAND JUNCTION,  
a Colorado home rule municipality

UTE WATER CONSERVANCY DISTRICT,  
a Colorado water conservancy district

By:   
Greg Caton, City Manager

By:   
H. Kenneth Henry, Board President

ATTEST:  
  
City Clerk

ATTEST:  
  
Board Secretary

GRAND JUNCTION HOUSING AUTHORITY,  
a body corporate and politic

By:   
John T. Howe, Chair of Board of Commissioners

By:   
Jody M. Kole, CEO



EXHIBIT A

May \_\_\_\_, 2020

Representative Becker, Representative Rich and Senator Zenzinger  
c/o Colorado General Assembly  
200 E. Colfax Avenue  
Denver, Colorado 80203

Re: Withdrawal of HB20-1164 from 72<sup>nd</sup> General Assembly 2020 Session

Representative Becker, Representative Rich and Senator Zenzinger,

On behalf of the Grand Junction Housing Authority I respectfully request that you withdraw HB20-1164 from further consideration of the 2020 Colorado General Assembly Regular Session. This request is made with the full authority and understanding of the Board.

The Grand Junction Housing Authority (GJHA) and Ute Water Conservancy District (Ute), with the participation of the City of Grand Junction, have come to terms and accordingly legislation is not necessary at this time.

We sincerely thank you for sponsoring the legislation. Your interest in furthering affordable housing by considering and supporting the bill is very much appreciated. While the GJHA will still grapple with the cost of its projects, the bill provided a means for Ute and the GJHA to discuss issues of concern and begin to better understand each agency's mission and challenges in delivering our respective services to the community we serve.

Sincerely,

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John T. Howe  
Grand Junction Housing Authority Board Chair

pc: Ken Henry, Ute Water Conservancy District Board Chair  
Duke Wortmann, Grand Junction City Council President