

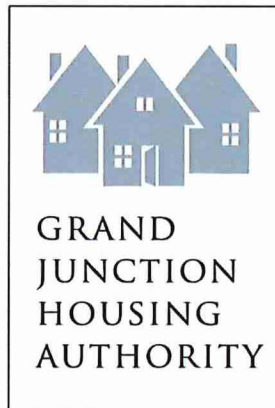
GRAND JUNCTION HOUSING AUTHORITY

PROCUREMENT POLICY

Adopted by the Board of Commissioners

Date:

Resolution No. 2019-04-01



The intent and purpose of this resolution is as follows:

- a. From time to time Grand Junction Housing Authority (“GJHA”) reviews its existing policies to determine whether those policies are appropriate and in keeping with current law.
- b. There have been changes in federal regulations that govern procurement processes used by local government agencies receiving federal funds.
- c. GJHA finds that the revised policy stated below will further the best interests of the Authority by clarifying ethics provisions, providing clear guidance for staff, and updating contracting procedures for to promote competition.

NOW THEREFORE, Resolution Number 2018-03-01, enacting GJHA’s Procurement Policy, is hereby repealed and replaced with the following:

1. Statement of Procurement Policy.

a. This Policy applies to all contracts for the procurement of supplies, services, and construction entered into by GJHA after the effective date of this Resolution. It shall apply to all expenditures of funds by GJHA for public purchasing, irrespective of the source of funds unless more restrictive procurement methods are required by a particular grant source. Nothing in this Statement shall prevent GJHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law.

b. The purpose of this Policy is to: i) ensure that persons or firms involved in purchasing by GJHA are treated in a fair and equitable manner; ii) assure that equipment, supplies, services, and construction bids are procured efficiently and for a fair price; iii) promote competition in contracting; iv) provide safeguards for the purpose of maintaining honesty and transparency public contracting; and v) to operate within the Annual Budget of GJHA as approved by the Board of Commissioners.

c. Uniform Guidance Adopted. With respect to procurement that depends upon a federal grant or similar federal award, the GJHA shall comply with all applicable regulations promulgated by the federal Office of Management and Budget, 2 C.F.R. § 200.317 through 200.326. To the extent that any GJHA procurement policy should conflict with those federal regulations, as applicable to a federal award or federally related project, the federal regulation shall control.

2. Definitions.

a. The term “business days” means the specified number of consecutive days, excluding Saturday, Sunday, or any legal holidays.

b. The term “confidential or proprietary information” means information which is not published or disclosed to the public, or which is not generally known. Confidential or proprietary information includes, but is not limited to: information disclosed in a closed or non-public meeting, or attorney/client privileged communications; appraisals; market analyses; cost-estimates; personal identifying information; medical records; personal financial records; personnel files; personal or business financial account information; information labeled as “confidential”; or other similar records or communications which are subject to safeguards to prevent unauthorized disclosure.

c. The term “cooperative purchasing” means procurement conducted by or on behalf of one or more public agencies utilizing a governmental or non-profit purchasing entity where the purchasing entity engages in competitive processes to secure favorable purchasing terms for specified goods, equipment, or services for participating public agencies.

d. The term “non-responsive” means a bid or proposal submitted to GJHA in response to a procurement request that is substantially incomplete or fails to include required submittals or material terms, as specified in the procurement specifications. Examples of a non-responsive bid include (but are not limited to) a bid that: i) omits a price term; ii) is delivered after the submittal deadline; or iii) materially alters the design documents, e.g. changing wood building siding to a metal siding.

e. The term “procurement,” as used in this Policy, means the process of contracting for the leasing or acquisition of goods, services, equipment, or construction by GJHA pursuant to established procedures.

f. The term “Purchasing Agent” means the person tasked with administering this Policy. Unless otherwise designated by the Chief Executive Officer, the Purchasing Agent shall be the Chief Operating Officer.

g. The term “responsible” means a person or firm having the capability to perform a contract. Responsibility includes, but is not limited to technical capability, skill, experience, proper licensure, financial capability, ability to provide necessary labor and/or equipment, and such other requirements as may be necessary to perform the procurement specifications of a particular contract or transaction.

3. Employee and Official Ethics.

a. GJHA has an established Code of Conduct. Violations by employees of the Code of Conduct or this Policy may result in disciplinary action against the employee pursuant to the Employee Handbook

b. No employee, officer, Board Member, agent of GJHA, or City Manager or member of the City Council of the City of Grand Junction (“City Official”) shall bid, be awarded, or participate, directly or indirectly, in the selection, award, or administration of any contract or transaction under this Policy if that person has an interest in the other party to the contract or transaction. For purposes of this policy, an interest shall be defined to mean a pecuniary, monetary, or other material benefit, other than wages and employee benefits, but not incentives or bonuses, which may accrue to a GJHA employee, officer, Board Member, agent of GJHA, or City Official resulting from any contract or transaction with GJHA or its associated entities. An employee, officer, Board Member, agent of GJHA, or City Official shall be deemed to have an interest in the affairs of:

i) A member of his/her immediate family (including spouse, children, parents, siblings, and any other person living in the same household as the employee, Board Member, agent of GJHA or City Official);

ii) His/her domestic partner;

iii) A business entity in which the employee, officer, Board Member, agent of GJHA or City Official has any beneficial ownership interest; or

iv) An organization which employs, is negotiating to employ, or which has a contractual relationship with that person.

c. No Board Member or employee of an authority shall acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall he have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project. If any commissioner or employee of an authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any project, he shall immediately disclose the same in writing to the authority, and such disclosure shall be entered upon the minutes of the authority. Failure to so disclose such interest shall constitute misconduct in office.

d. Gratuities or Kickbacks Are Prohibited.

GJHA prohibits the solicitation or acceptance of gifts or gratuities of any value by officers, employees, Board Members or agents from any persons connected with a procurement process at any time. Officers, employees, Board Members, or agents of GJHA shall not accept gifts or gratuities from other persons, except that incidental benefits, including unsolicited tokens or awards of appreciation such as a pen, calendar, plant, book, notepad, or other similar items, or a meal, with a value of not to exceed the amount specified in C.R.S. § 24-18-104 and Article XXIX § 3(6) of the Colorado Constitution, as may be amended from time-to-time, (\$65.00 effective February 11, 2019 until first quarter 2023). Employees, officers, Board Members, and agents of the GJHA are urged to avoid the appearance of impropriety in all dealings with other persons. Gifts given by an individual who is a relative or personal friend of the recipient on a special occasion is acceptable.

e. Solicitations by Present GJHA Employees, Board Members, or City Officials are Prohibited.

Except as provided below, present GJHA employees, Board Members or City Officials will not engage in selling or attempting to sell supplies, services, or construction to GJHA; and GJHA employees, Board Members or City Officials will not be awarded a contract for the sale of supplies, services, or construction services for a period one (1) year following the date such employment, Board service, or service to the City of Grand Junction ceases. The term “sell” means signing a bid or proposal, negotiating a contract, contracting any GJHA employee for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person. Nothing in this subsection prohibits GJHA from contracting with a former employee, Board Member or City Official who has specialized knowledge, skill or expertise to provide technical or professional services as an independent contractor, provided that the Purchasing Agent finds in writing that the selection is in the best interests of GJHA and the decision is promptly communicated to the Board.

f. Contractor Conduct.

Persons seeking to do business with GJHA, or those under contract with GJHA, shall not engage in any conduct in violation of this Policy, or other improper or unlawful conduct with respect to GJHA procurement as defined by any law. Violation of this prohibition may result in default, debarment, or other remedies under applicable law or any GJHA contract.

- g. Disclosure of Confidential Information is Prohibited.

No GJHA employee, Board Member, officer, or agent shall, without proper authorization, disclose confidential or proprietary information with respect to any GJHA transaction, contract, or bid, or otherwise use such information to benefit that person or any other person or entity.

4. Authority and Administration.

- a. The Chief Executive Officer is responsible for ensuring that GJHA purchases comply with this Policy, that authority may be delegated to the Purchasing Agent as necessary. The following administrative requirements apply to all GJHA procurement.

- b. The Purchasing Agent shall evaluate all expenditures to determine if: i) sums requested have been budgeted; ii) procurement processes have been followed; and iii) contract provisions have been performed.

- c. All contracts and modifications shall be in writing and shall clearly specify the necessary supplies, services, or construction. All backup documentation shall be maintained in the procurement file and shall include such information as method of procurement, selection of contract type, rationale for accepting or rejecting offers and the basis for the contract price.

- d. Procurement procedures and purchases will be reviewed to assure efficient and economical purchasing, to avoid unnecessary or duplicative purchases, and to ensure compliance with state and federal law and regulations.

- e. Professional Services Contracts may, in the discretion of the Purchasing Agent, be re-bid periodically to assure efficient and economical purchasing.

- f. Credit cards issued to any employee of GJHA must be approved by the Chief Operating Officer. Expenses will be reviewed monthly by the employee's supervisor and approved by the Purchasing Agent or designated representative. Receipts for credit card purchases must be remitted to the finance department no later than ten (10) business days from the date of the expenditure.

- g. GJHA employees are directed to avoid using credit cards for purchases that should be subject to a procurement process as specified in this Policy. GJHA employees shall not release credit cards to other staff members for GJHA purchases without prior supervisor approval.

5. Procurement Methods.

- a. Petty Cash. Purchases under one hundred dollars (\$100.00) obtained locally may be processed through the petty cash account. Security shall be maintained by allowing only authorized individual's access to the account. The account shall be periodically reconciled. Receipts must be turned in within ten (10) business days of the expenditure.

- b. Micro-Purchases. The Chief Executive Officer, Purchasing Agent, or other employees with delegated purchasing authority shall have the authority to purchase, without formal competition, any goods, materials, professional services, services, or construction with a value not exceeding ten thousand dollars (\$10,000.00) (Micro-purchases). Micro-purchases will be secured on terms that are

deemed fair and reasonable, and GJHA will distribute purchases equitably, to the extent practicable, among qualified suppliers. If multiple Micro-purchases will be made during one fiscal year with an aggregate amount to warrant annual contracting, the Purchasing Agent will require the department/division provide data for a formal competitive solicitation, as is in the best interest of GJHA.

c. Whenever practical or advantageous, the applicable employee may obtain competitive quotes from multiple vendors for Micro-purchases.

d. Purchases Exceeding \$10,000.00 and up to \$50,000.00. Unless excepted by other provisions of this Policy, all purchases that are likely to exceed ten thousand dollars (\$10,000.00) shall be obtained by a competitive process.

i) Purchases with a likely cost equal to or in excess of ten thousand dollars (\$10,000.00) but less than twenty-five thousand dollars (\$25,000.00) will require a minimum of three competitive quotes from qualified providers. The employee will secure written quotes or prices for the applicable purchase and retain same to verify compliance with this section.

ii) Purchases with a likely cost equal to or in excess of twenty-five thousand dollars (\$25,000.00) but less than fifty thousand dollars (\$50,000.00) will require: i) competitive sealed bids; or ii) competitive sealed proposals. However, if the Purchasing Agent determines in his or her good faith discretion that it is in the best interest of GJHA, he or she may authorize purchases based on a minimum of three (3) competitive quotes from qualified providers. The employee will confer with the Purchasing Agent to determine the procurement method which is most appropriate and likely to secure the most advantageous terms for the purchase.

d. Large Purchases. Purchases with a likely cost in excess of fifty thousand dollars (\$50,000.00) will require competitive sealed bids or competitive sealed proposals.

e. Purchasing Exception for Cooperative Purchases. Where a purchase can be made through a cooperative purchasing alliance, either through the State of Colorado, the City of Grand Junction, or some other agency, GJHA is not required to engage in other or additional procurement processes, and the other competitive requirements of this policy are waived.

i) Additionally, where GJHA engages in a competitive process to purchase in connection with one project, it may purchase additional quantities of identical or substantially similar goods or services from the same vendor for another project without going through additional competitive processes, provided that the subsequent purchases are expressly limited to the specific terms, conditions and pricing established by the original solicitation, and the prior vendor price quote, proposal, or bid is not greater than one (1) year old at the time of the subsequent purchase.

f. Purchasing Exception for Emergency Purchases. Emergency purchases are made to protect the health of citizens or when immediate repair is necessary to prevent further damage to property, machinery or equipment. In addition, a bona fide emergency purchase is when functioning and operation of GJHA or its properties would be seriously hampered or delayed through use of the normal purchasing process. Competitive processes may be waived for emergency purchases, provided that emergency purchases exceeding twenty-five thousand dollars (\$25,000.00) are authorized in writing by the Chief Executive Officer or Chief Operating Officer and are subject to Board ratification.

g. Evasion of Procedures. No contract shall be artificially divided or segmented so as to evade a procurement process or purchasing threshold.

h. Non-Responsive Proposals. The Purchasing Agent shall have discretion to disregard proposals or bids submitted by persons responding to a procurement request which are non-responsive (see section 2.d.) to the published procurement criteria or otherwise substantially deficient.

i. Untimely procurement submittals will be disregarded.

j. Rejection of Submittals. The Purchasing Agent may reject all procurement submittals when it is deemed to be in the best interests of GJHA.

k. Withdrawal of a Bid or Proposal. Except in solicitations where a Bid Bond is required by GJHA, a person submitting a bid or proposal to GJHA may withdraw that document at any time prior to delivery of a Notice of Award. After Notice of Award is issued and delivered to the successful bidder, a successful bidder may NOT withdraw its proposal or bid except with the written approval of GJHA in its sole subjective discretion.

l. Alternative Procurement Processes. GJHA may authorize other or alternative procurement processes on a case-by-case basis upon a showing of good cause. A determination of good cause shall be made by the Purchasing Agent and documented in writing in the contract file.

m. Pre-qualification Process. Prior to solicitation of bids or proposals, GJHA may engage in a pre-qualification process to identify responsible persons or firms who have the capability and willingness to fully perform anticipated contract requirements. Pre-qualification may include a screening utilizing factors including, but not limited to: i) past history of successful completion of projects of similar scope or complexity; ii) adequate financial resources; iii) technical competence of personnel performing the contract; and/or iv) other factors specific to the requirements of the contract. A request for Pre-qualifications will be publicly noticed in a manner reasonably calculated to reach interested persons.

n. Procurement Exclusions. This Policy does not apply to the following:

i) Employment contracts;

ii) Contracts for the lease or purchase of an interest in real property;

iii) Intergovernmental agreements (including grant agreements); or

iv) Utility, franchise, fuel, or similar agreements or purchases where there is no meaningful basis for competition.

v) Extensions or modifications of existing contracts (including change orders) are not subject to the bidding processes described in subsections a through f of this Section, but are subject to all other applicable provisions of this Policy.

o. Waiver of Irregularities. The Purchasing Agent has discretion to waive irregularities in a bid or proposal if it is in the best interests of GJHA and if the irregularity in the submittal is an immaterial departure from procurement specifications, or where the irregularity would have no effect on price, quantity, quality, delivery, or performance. Examples of waivable minor irregularities include, but are not limited to:

i) Failure to furnish information about vendor qualifications;

ii) Failure to provide the required number, size, or format of requested documents;

iii) Failure to sign a bid when the omission was an oversight and/or the bidder demonstrates an intent to be bound by the submittal;

iv) Failure to return a bid addendum or amendment if it is clear that the bidder was in receipt of same and/or the omission does not have a material effect on the bidder's obligation under the bid/proposal; or

p) Omission of non-material information that is already in the possession of GJHA.

The Purchasing Agent may require a bidder to promptly correct any minor bid irregularities.

6. Procurement Exception for Professional, Technical and Expert Services.

GJHA frequently requires the specialized skills, knowledge, resources and services of private contractors or consultants to complete complex studies, to develop or revise procedures, to conduct audits, to train staff, to design facilities, or to provide a specialized product or services. Procurement of professional services should typically be conducted through requests for proposals. However, the Chief Executive Officer has discretion to waive competitive processes by written certification where specialized qualitative factors applicable to persons doing business with the GJHA including, but not limited to, experience, technical skill, demonstrated past performance, or the like clearly predominate over competitive considerations.

7. Procurement Confidentiality.

Bids, proposals, and price quotes are confidential documents until GJHA announces the successful offeror. Employees and Board Members shall not discuss bids with competing parties. Questions by persons who may submit in response to a GJHA procurement request will be referred to the Purchasing Agent or a designated representative. Department staff will not discuss with any offeror the recommended award or the reasons for awarding or not awarding to any bidder. Unless otherwise required by law, GJHA will not disclose to other persons any information of a confidential or proprietary nature which is submitted by an offeror in response to a procurement request, provided that all such confidential or proprietary information is clearly labelled as such by the offeror

8. Debarment Procedures.

No person who has been debarred by GJHA shall be eligible to bid or enter into any contracts with the GJHA during the period of debarment.

a. Grounds. Grounds for debarment include:

i) Conviction of any offense of embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, violation of any state or federal antitrust statute arising out of the submission of bids or proposals, or any similar offense involving dishonesty;

- ii) Failure without good cause or gross negligence in the performance of any contract with GJHA;
- iii) Failure to perform any bid or proposal made to GJHA;
- iv) Engaging in any acts constituting a violation of this Policy;
- v) The Colorado Department of Labor and Employment has imposed three fines on a contractor within five years pursuant to [Section 8-17-104, C.R.S.](#), for failure to satisfy Colorado labor requirements;
- vi) Unlawful acts or lack of proper licensure with respect to the subject of the contract;
- vii) Debarment by the United States Department of Housing and Urban Development; or
- viii) Any other cause which GJHA determines to be so serious and compelling as to affect the responsibility of the contractor including, but not limited to, debarment or criminal proceedings involving another governmental entity.

b. Notice. Before entering any debarment decision, the Purchasing Agent shall deliver written notice to the person who may be subject to debarment. The notice will be delivered to the last known address of the person by personal delivery, courier, certified mail, or first-class mail. The notice will disclose the facts or events giving rise to a debarment determination in reasonable detail and will advise the recipient that a hearing may be requested by delivering written notice to GJHA's Purchasing Agent no later than thirty (30) calendar days from the debarment notice. An untimely request for debarment hearing will not be considered.

c. Debarment Hearing Procedure. A debarment hearing will be conducted informally before the Chief Executive Officer. The rules of evidence will not apply to the hearing, but the objecting party and GJHA staff may offer testimony, exhibits, or other information in support of their positions. An audio recording of the hearing will be kept and GJHA will retain copies of all evidence offered at the hearing until such time as all appeal deadlines have lapsed.

d. Decision. The Chief Executive Officer may:

- i) reject debarment
- ii) order debarment for a period of time of not less than thirty (30) days nor more than three (3) years except that, if a person is convicted of a crime specified in C.R.S. § 24-109-105(2), the length of the debarment period must equal the length of the confinement sentence including the period of mandatory parole if imposed or the length of the probation sentence.; or
- iii) issue a partial debarment order limiting the types of work or other conditions under which a person shall be authorized to enter into contracts with GJHA.
- iv) A decision shall be issued in writing promptly following completion of the hearing.

9. Procurement Objections.

It is the policy of GJHA to resolve all procurement issues informally, when feasible. These issues include, but are not limited to, source evaluation, bid award, and protests.

a. Bid Protests. Any offeror submitting a bid or proposal in response to a GJHA procurement request may protest the award of a contract for serious violations of this Policy. Any protest against the award of a contract must be received by GJHA no later than seven (7) business days from the date of contract award; untimely protests will not be considered. All procurement protests must be in writing and: i) state in detail all allegations upon which the objector relies in support of the protest; and ii) include copies of all evidence upon which the objector relies. The Chief Executive Officer may, at his/her discretion, suspend the procurement or contract pending resolution of the protest, if warranted by the facts presented by the objector

b. Protest Hearing Procedure. A procurement protest hearing will be conducted informally before the Chief Executive Officer not later than ten (10) business days from the date of the protest, unless otherwise agreed. If the CEO is unavailable, the hearing will be conducted before the Board Chair or his or her designee. The rules of evidence will not apply to the hearing, but the protester and GJHA staff will be permitted to offer testimony, exhibits, or other information in support of their positions. An audio recording of the hearing shall be kept and the GJHA shall retain copies of all evidence offered at the hearing until such time as all appeal deadlines have lapsed. A written decision will be issued within 15 business days following the conclusion of the hearing.

c. Vesting of any Contract Award. A contract awarded pursuant to this Policy is subject to a condition precedent that it will not be valid and binding until resolution of all underlying procurement protests or appeals.

10. Procurement Appeals.

a. Appeals. Any person adversely affected by a debarment or procurement decision pursuant to this Policy may appeal that decision by filing an action in the District Court, Mesa County, Colorado, no later than twenty (20) calendar days from the date of the decision which is subject to an appeal. Review by the district court shall be based on the record before the Chief Executive Officer.

b. Standard of Review. No person may appeal any debarment decision under this Policy to the District Court unless that person has first exhausted all of his/her administrative remedies. District Court review will be limited to those matters actually contested before GJHA. The appealing party has the burden of proof, and the court will:

- i) Presume that the decision is valid; and
- ii) Determine only whether the decision was arbitrary, capricious, or illegal.

11. **Certification and Approval of Invoices; Execution of Contracts.**

The Purchasing Agent will establish procedures for the review of all invoices, pay applications, and other sums claimed to be owing by GJHA. In consultation with department heads and staff, the Purchasing Agent will review and certify for payment all properly payable items. The Purchasing Agent will report regularly to the Chief Executive Officer and the Board with respect to sums payable.

12. **Minority and Women-Owned Business Outreach.**

GJHA encourages businesses who are owned by women and members of minority groups to participate in the procurement process. No procurement preferences will be given to women or minority-owned businesses, except where specified by a government or other funding source and set forth in the procurement specifications. Where preferences are mandated by other law, including applicable provisions of the federal Housing and Urban Development Act, GJHA will specify all such preferences and administrative requirements in conjunction with the issuance of procurement specifications.

13. **Disposition of Surplus Property.**

Goods or equipment, that have become obsolete, surplus, or unusable and have current value will not be sold or exchanged for less than fair market value. The Purchasing Agent may dispose of surplus goods or equipment by: i) trade-in on a purchase of new goods or equipment; or ii) public sale, either by auction or sealed bid, with the sale being made to the highest offeror. Surplus or obsolete goods or equipment having a value of not more than one thousand dollars (\$1,000.00) may be donated to a non-profit or charitable entity or disposed of as deemed appropriate by the Purchasing Agent. The GJHA shall maintain complete records documenting the disposition of all obsolete or surplus goods or equipment.

14. **Criminal Record Verification.**

In its discretion, GJHA will require, as a condition for contract approval, verification of identities and criminal history for all persons who may be working within or on GJHA property. Persons deemed to have unacceptable criminal records may be excluded from providing labor or services under any GJHA contract, either as contractor, subcontractor, employee, or otherwise. Failure to comply with this policy may be grounds for denial of an award or termination of a contract.

15. **Other Remedies.**

In addition to the other remedies described above, violations of this Policy may result in action by GJHA as follows:

a. A contract or transaction which is entered into in violation of this Policy is voidable, in the sole and absolute discretion of GJHA.

b. An employee who knowingly violates this Policy may face disciplinary action, up to and including termination under GJHA personnel policies.

c. An official who knowingly violates this Policy may be removed from office in the manner otherwise provided by law.

16. **Construction Bonding.**

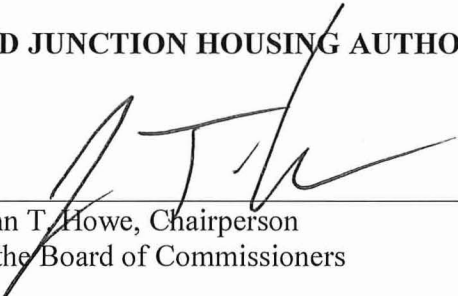
a. Bid bonds, issued by a surety licensed in Colorado, in the amount of five percent (5%) of the total bid amount are required in conjunction with all contractor bids for GJHA construction projects with a contract price in excess of fifty thousand dollars (\$50,000.00), or where otherwise specified in procurement specifications, in the discretion of the Purchasing Agent.

b. Payment and performance bonds, issued by a surety licensed in Colorado, in the amount of one hundred percent (100%) of the contract amount are required for all construction contracts with GJHA where the contract price is in excess of fifty thousand dollars (\$50,000.00), or where otherwise specified in procurement specifications, in the discretion of the Purchasing Agent.

c. GJHA may waive or alter bonding requirements, including requiring bonding for other types of contracts. When bonding is not otherwise required under this Policy, or by a tax credit investor or state statute, the applicable contract may contain suitable alternative security mechanisms to secure performance by the contractor. Acceptable alternative security may include: i) an irrevocable letter of credit for the benefit of GJHA; ii) a cash deposit; iii) joint-payee checks issued to contractors, vendors, subcontractors, or laborers; iv) executed lien/payment waivers in conjunction with each payment; v) alternative contract retainage provisions; or vi) other suitable security.

The Foregoing Procurement Policy Resolution was approved by Grand Junction Housing Authority by majority vote of the Board of Commissioners this 22nd day of April, 2019. This Policy shall take effect immediately upon passage.

GRAND JUNCTION HOUSING AUTHORITY

By: 
John T. Howe, Chairperson
of the Board of Commissioners

April 22, 2019
Date

Attest:

By: 
Jody M. Kole, CEO and
Secretary

April 22, 2019
Date