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**GRAND JUNCTION CITY COUNCIL
MONDAY, AUGUST 19, 2024
WORKSHOP, 5:30 PM
FIRE DEPARTMENT TRAINING ROOM
625 UTE AVENUE**

1. Discussion Topics

- a. Avalon Theatre Presentation
- b. Shared Micromobility (e-scooter) Pilot Study
- c. Whitman Final Schematic Design Presentation
- d. Request for City Contribution to Liberty Apartments Project by Aspire Residential, LLC
- e. I-70 at 29 Interchange Road Intergovernmental Agreement

2. City Council Communication

An unstructured time for Councilmembers to discuss current matters, share ideas for possible future consideration by Council, and provide information from board & commission participation.

3. Next Workshop Topics

4. Other Business

What is the purpose of a Workshop?

The purpose of the Workshop is to facilitate City Council discussion through analyzing information, studying issues, and clarifying problems. The less formal setting of the Workshop promotes conversation regarding items and topics that may be considered at a future City Council meeting.

How can I provide my input about a topic on tonight's Workshop agenda?

Individuals wishing to provide input about Workshop topics can:

1. Send input by emailing a City Council member ([Council email addresses](#)) or call one or more members of City Council (970-244-1504)
 2. Provide information to the City Manager (citymanager@gjcity.org) for dissemination to the City Council. If your information is submitted prior to 3 p.m. on the date of the Workshop, copies will be provided to Council that evening. Information provided after 3 p.m. will be disseminated the next business day.
 3. Attend a Regular Council Meeting (generally held the 1st and 3rd Wednesdays of each month at 5:30 p.m. at City Hall) and provide comments during "Public Comments."
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Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: August 19, 2024
Presented By: Jay Valentine, General Services Director
Department: City Manager's Office
Submitted By: Jay Valentine

Information

SUBJECT:

Avalon Theatre Presentation

EXECUTIVE SUMMARY:

The Avalon Theater Foundation (ATF) was created in 1992 as a nonprofit organization created to preserve, promote, and enhance the Avalon Theater for the benefit of the community. The ATF would like to provide City Council with a brief update regarding their recent and future activities.

BACKGROUND OR DETAILED INFORMATION:

The ATF has played a crucial role in supporting the City of Grand Junction, especially in enhancing the Avalon Theater. Their efforts have led to significant improvements, including a remodel and expansion of the theater. Additionally, since 2019, their contribution of \$175,000 in matching funds has enabled further upgrades such as an outdoor digital marquee sign, rooftop shade sails, improved communication and lighting systems, and stage rigging enhancements. Their partnership continues to be a valuable asset to the city's cultural and community offerings.

FISCAL IMPACT:

The AFT is requesting funding of \$100,000. However, there is currently no available funding in the 2024 Adopted Budget. If this request were to be approved, this would be included on a future supplemental appropriation ordinance and funded from reserves.

SUGGESTED ACTION:

Presentation only

Attachments

1. ATF GJ City Council Presentation 8.19.24
2. ATF GJ Council Data Sheet

A photograph of the Avalon Theatre building at night. The building has a modern design with large glass windows and a brick facade. The entrance is illuminated, and there are trees with string lights in the foreground. The sky is dark blue.

Avalon

THEATRE FOUNDATION

History, Impact, and opportunity for growth.

Mission: To preserve, promote and enhance the Avalon Theatre for community benefit.

HOW DID WE GET HERE?



THE AVALON THEATRE

- **1923**
The Avalon Theatre Opens.
- Who's Who of performing arts world: Lucy Gates, Al Jolson, John Philip Sousa, Ethel Barrymore.
- **1928**
The Avalon Theatre leased to various moving picture syndicates
- **1933 - 1946**
The Avalon Theatre leased to J. H. Cooper Company; sold to the Cooper Foundation in 1946



COOPER THEATER ERA

- **1947**
Remodeled, The Avalon re-opens as The Cooper Theater.
- **1970s**
Community discussions begin about building a Performing Arts Center.
- **1985 - 1993**
The Cooper falls on hard times, goes dark in 1989 and remains a vacant eyesore on Main Street.



A RESTORED AVALON

- **1991**
Avalon Theatre Foundation (ATF) established to support The Avalon.
- **1994**
City of GJ acquires the theatre with funding from the DDA and City funds for \$200,000. DDA manages operations.
- **1995 - 1999**
Additional Restoration - \$1.6 million, including grants and fundraising.
- **2003**
Two Rivers Convention Center takes over operations from DDA.



THE CORNERSTONE PROJECT

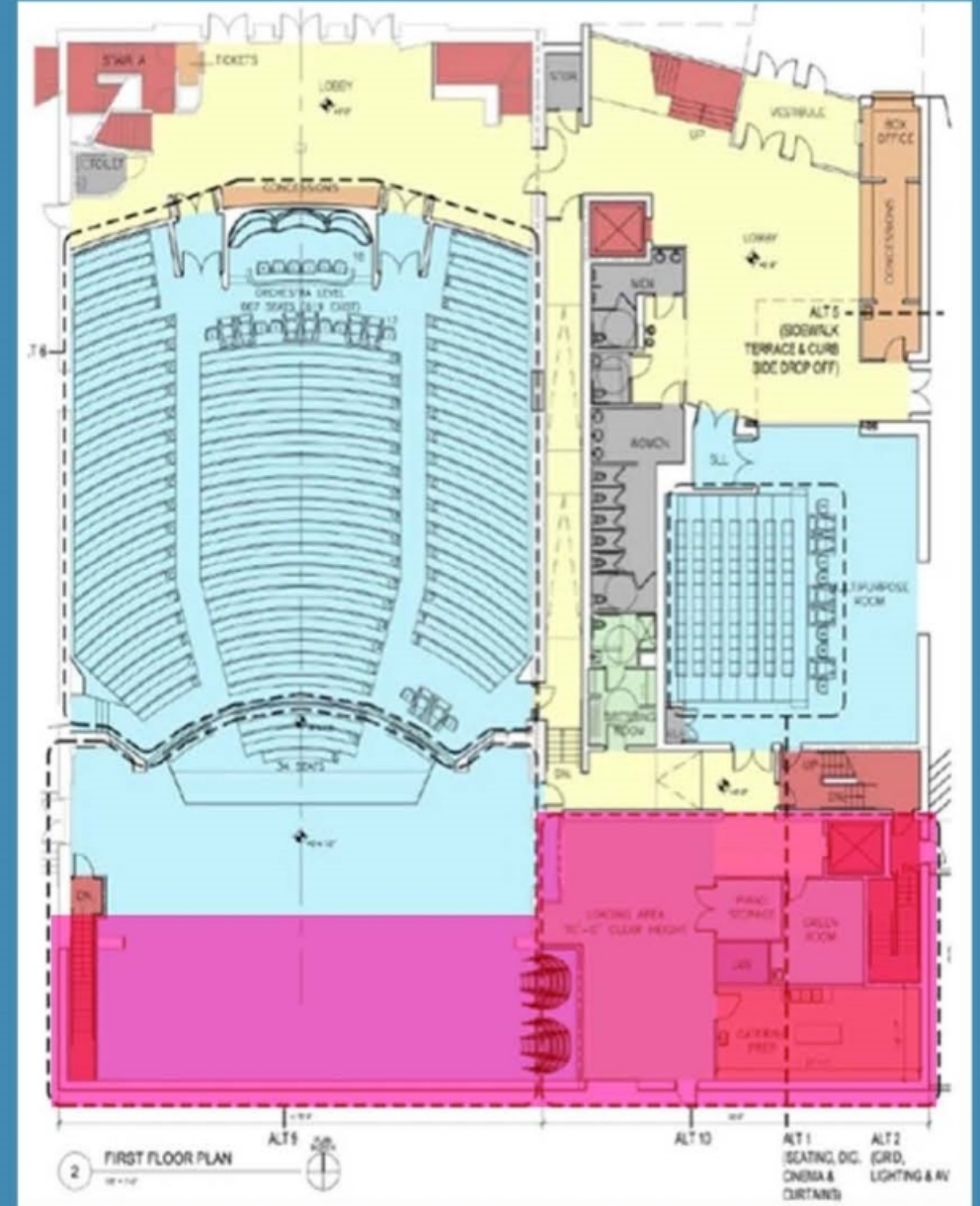
- **2009 - 2014**
DDA and GJSO fund a master plan (awarded to Westlake, Reed, & Leskosky) to transform The Avalon Theatre into a state-of-the-art Performing Arts Venue.

Avalon Theatre Foundation Board reorganized with representatives from GJSO, DDA and at-large citizens.

\$9.7 Mil project -- \$4.1 Mil from City of Grand Junction, \$3 Mil from DDA, \$1.6 Mil from Avalon Theatre Foundation, \$1 Mil from Department of Local Affairs.
- **2014**
Completion of Cornerstone Project

THE COST OF COMPROMISE

- ✗ LIMITED STAGE SPACE / NO ORCHESTRA PIT
- ✗ INSUFFICIENT FACILITIES FOR PERFORMERS
- ✗ NO CATERING KITCHEN FACILITIES
- ✗ INSUFFICIENT BACKSTAGE STORAGE
- ✗ NO ELEVATOR FOR THEATRE OPERATIONS
- ✗ NO MARQUEE / OUTDATED POSTER DISPLAYS
- ✗ NO SHADING FOR THE ROOFTOP TERRACE



A Brilliantly Successful Partnership!!

2016 – 2022:

\$500,000

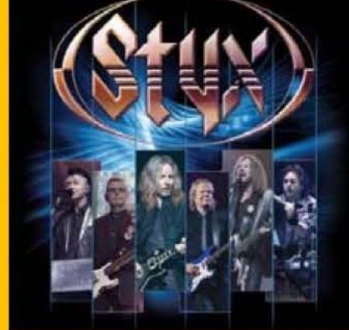
\$250,000 City of Grand Junction

\$250,000 Avalon Foundation



- Encore Hall Completion
- Donor Wall
- State-of-the art Sound System
- Digital Marquee
- Lighting Console
- Portable Spotlights
- Digital Poster Boxes
- Digital Concession Menu Boards
- Clearcomm System
- Stage Line Set Reconfiguration
- Canopy Sails for the Rooftop Terrace
- Window Coverings for Mezzanine

WHO IS THE AVALON FOR TODAY?



it's your
Avalon

Impact of the Avalon Theatre and ATF

- Historical landmark for the City of Grand Junction
- Venue and partner for locally-supported events
 - Community Benefit Fund grants up to \$1k per local non-profits / org.
 - Helps local non-profit fundraising efforts.
- Hosts approximately 90 ticketed events per year
- Generates avg. \$50,050 spent locally per-event, per sold-out show
 - Combined data from Placer Labs, Inc. and The Economic and Social Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Grand Junction, Colorado (Fiscal Year 2022)





Staying competitive

The Avalon Theatre will need continued updates to maintain competitiveness in today's market. A priority for updates has been Identified for the near future:

Immediate (2025)

- Carpet replacement

2-year goal

- Replacement of Theatrical Lighting
- Rigging Grid Inspection & Lineset Reconfiguration

3-year goal

- Replacement of sound system

What is the Avalon Theatre Foundation asking?

Inclusion in City of Grand Junction 2025 budget,
\$100k from the economic development fund;

These resources will be used to achieve our goals for 2025

- Promoting events at the Avalon by small or nonprofit community groups utilizing the Community Benefit Fund,
- underwriting fundraisers and applying for regional grants to improve patron experience



Avalon Theatre Foundation 2024 Data and FAQ

ATF Operational Budget: \$33,881

2023 Avg. Donation: \$709.38

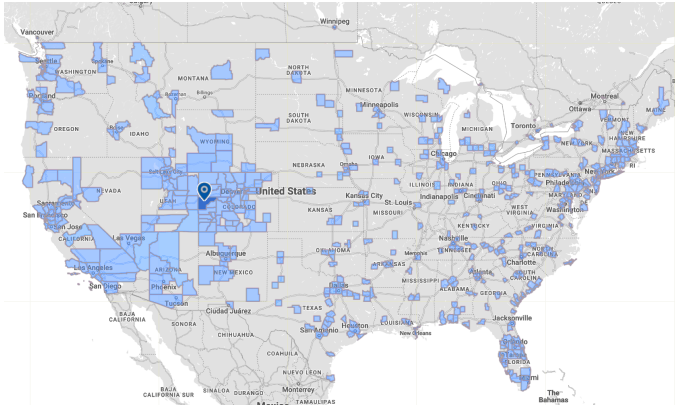
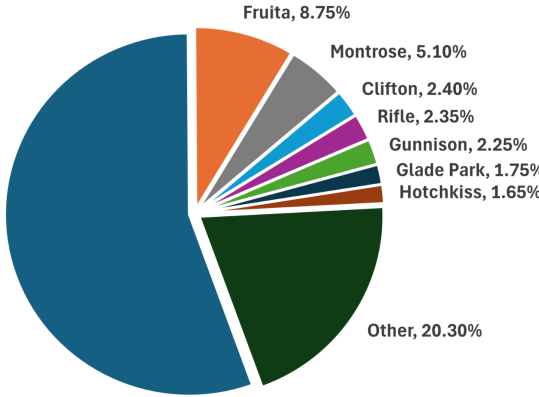
Donors since 1993: 709

Avalon 2023 tickets issued: 44,864

Mean Avalon Visitor Origin:

(Pete Davidson, Ciltic Women)

Source: Placer Labs, Inc. data via Grand Junction
Downtown Development Authority
Mean of 1,012.5 Visitors



Avalon Theatre ticket purchaser locations by zip code via Placer Labs, Inc., July 2023 - July 2024

Average event attendee expenditure

National: \$38.46

Arts & Economic Prosperity 6 (AEP6) economic and social impact study of the nation's nonprofit arts and culture industry.

GJ Local: \$50.05

Economic and Social Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Grand Junction, Colorado (Fiscal Year 2022).

19.24% above National Average



www.avalontheatrefoundation.org



www.avalontheatrefoundation.org



Grand Junction City Council

Workshop Session

Item #1.b.

Meeting Date: August 19, 2024

Presented By: Henry Brown, Mobility Planner, Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Henry Brown, Mobility Planner

Information

SUBJECT:

Shared Micromobility (e-scooter) Pilot Study

EXECUTIVE SUMMARY:

Grand Junction's 18-month Shared Micromobility Pilot began on May 16, 2023, and will expire on November 16, 2024, if no further action is taken. Staff have prepared an update and discussion on proposed system changes.

BACKGROUND OR DETAILED INFORMATION:

The City had been approached by several mobility companies who expressed an interest in deploying shared micromobility devices, like e-scooters and electric-assisted bicycles (e-bikes) within the City. Shared micromobility refers to a system of docked or dockless vehicles that are part of a shared fleet and available to multiple users for short-term rental. Users can locate, reserve, and unlock devices for use and pay for and conclude trips, typically via a smartphone application on their mobile device.

Dockless vehicles have gained popularity because they support first- and last-mile connectivity, are less resource-intensive, and are more agile since they do not require a fixed parking station when not in use. The benefit of a dockless vehicle is that it can be conveniently parked anywhere after a trip. While agility makes it easier for cities and companies to redirect devices to different service areas, the advantage of dockless vehicles is also its greatest weakness. Some community members view dispersed e-scooter parking as messy and uncontrolled, and freely parked devices may block travel paths on sidewalks, curb ramps, or driveways. Since shared micromobility programs hit mainstream deployment in the mid-to-late-2010s, advancements in geofencing technology and data sharing standards have given cities and their partners stronger tools to monitor and regulate the operations of these vehicles, including parking compliance.

SHARED MICROMOBILITY PILOT STUDY

With Council support, the City launched a Shared Micromobility Pilot program on May 16, 2023. The goal of this program was to assess the performance of shared micromobility and to monitor and regulate the private operation of shared micromobility in the City. The City solicited up to three companies through the Request for Proposals (RFP) process, and the two vendors who responded, Bird and Lime, were selected for the pilot study. Under a Pilot Agreement, these vendors paid a \$6,000 permitting fee, of which the monies were used to create parking corrals in Downtown, at various City parks, including the Riverfront area, and on CMU campus. Additionally, vendors were required to share data with the City via a third-party data aggregator and have been invoiced quarterly for ridership fees of \$0.10 per rental ride. To date, approximately \$13,000 has been paid in ridership fees. The Pilot Agreements also established obligations for vendor fleet size, participation in local programming, and deployment of ridership surveys on a six-month schedule.

EXISTING REGULATIONS

Chapter 10 of the Grand Junction Municipal Code addresses regulations for the operation of bicycles, e-bikes, and e-scooters (as well as other human-powered vehicles) (Section 10.04.1412), as well as sanctions for reckless and careless driving for these modes (Section 10.04.1401 and Section 10.04.1402). Sections 9 and 10 were updated prior to the beginning of the Pilot program to specify requirements and expectations for the operation of electric scooters. Additionally, an ordinance was adopted to establish parameters governing shared micromobility companies operating in the City. The ordinance outlines general operator requirements, vehicle identification requirements, customer communication requirements, parking requirements, advertising, data sharing, consumer privacy, as well as e-scooter specific requirements related to areas of operation and speed limits.

The regulations drew on best practices from other cities in Colorado and throughout the country, incorporating input solicited from the Downtown Development Authority, the Horizon Business Improvement District (BID), Colorado Mesa University, the One Riverfront Commission, and the Urban Trails Committee.

On March 31, 2022, Staff convened an interdepartmental workshop comprised of Community Development, Public Works, Grand Junction Police, Parks and Recreation, the City Attorney's Office, and the City Manager's Office. The attendees were asked to discuss regulations the City should consider regarding the use and related impacts of a shared micromobility pilot study. Participants reviewed the impact that other jurisdictions regularly attempt to address through regulations. These included:

- Establishing "no ride" and "slow zones"
- Sidewalk and trail usage
- Pedestrian safety
- Parking
- Speed limits
- Data sharing

The resulting recommendations were considered in the development of the Pilot Agreement.

ONE-YEAR RESULTS

Staff and external stakeholders have been meeting regularly during the Pilot program to address any issues and keep impacted parties abreast of any changes. Vendors participated in local programming, as established in the contract. Six- and 12-month surveys were conducted among riders and at-large community members. The 12-month survey results are summarized in the attached presentation slides. Quarterly memos were addressed to the Council, summarizing demand and any program changes. The Q2 2024 summary report is attached. After completing one full year of e-scooter operations under the Shared Micromobility Pilot, Staff supports the continuation of shared micromobility within the City beyond the term of the Pilot Study with several administrative refinements to the program, including the following.

- Creating a process for annual renewal,
- Clarifying expectations for rider orientation, rider & vendor communication, and local vendor engagement,
- Updating locations of Mandatory Parking Zones,
- Formalizing a process for modifying or expanding zone boundaries, and
- Establishing a dynamic fleet cap.

Related, Mesa County has requested staff present to County leadership on shared micromobility, which appears to indicate their interest in the program to serve areas of unincorporated Mesa County.

RECOMMENDATION

Staff recommends extending the pilot through the end of the first quarter of 2025 with no significant changes. Concurrently, the Staff recommends developing an ordinance to provide for long-term permitting and offering annual permit(s) and service agreements to interested vendors starting on or before March 31, 2025.

FISCAL IMPACT:

Fees (Revenue)	Per vendor (average)	Total (May 2023 – June 2024)
Pilot permitting fee	\$6,000.00	\$12,000.00
Quarterly ridership fees	\$1,300.08	\$13,000.80
		Sum: \$25,000.80

City expense is generally related to city staff for the on-going program management and is approximately 4 to 6 hours per week. Additional staff resources are required during times of program establishment/revisions (which include parking stall stripping equipment and materials), contract negotiations, and device deployment. Staff time is

notably higher during event seasons and reporting/survey periods. The city also maintains annual subscription costs for third-party data aggregating and reporting software for \$9,133 per year.

Material costs per parking corral is \$100. The pilot program launched with 30 corrals and currently maintains 39 corrals.

SUGGESTED ACTION:

This item is for discussion purposes only.

Attachments

1. Memo - Q2 2024 Shared Micromobility 07.26.2024
2. 2024.08.19 Council Workshop - Shared Micromobility update

Memorandum

TO: Members of City Council
FROM: Andrea Phillips, Interim City Manager
 Tamra Allen, Community Development Director
DATE: July 26, 2024
SUBJECT: Shared Micromobility Pilot Update – 2nd Quarter 2024

This memo is to update City Council on the performance of the Shared Micromobility pilot study. In Q2 2024, Bird and Lime e-scooters were ridden nearly 35,000 times for more than 50,000 miles within Grand Junction. With more than 400 vehicles available for rent during this period, utilization has been higher than for the pilot overall. Weekend/Holiday utilization inched closer to one TVD (Trips per Vehicle per Day). The median e-scooter ride distance has remained close to one mile as has the share of trips (approximately one-quarter) that are more than two miles in distance, continuing to suggest that a meaningful portion of riders may have otherwise traveled in a motor vehicle.

Key Metrics	Pilot Total (May 16, 2023 thru June 30, 2024)	Q2 2024
Total Rides	129,500 trips	34,900 trips
Miles Traveled	199,200 miles	50,500 miles
Median Midweek Utilization	0.61 TVD	0.69 TVD
Median Weekend/ Holiday Utilization	0.88 TVD	0.91 TVD
Median Trip Distance	1.11 miles	1.08 miles
Share of rides over 2 miles	27%	27%

May saw the highest median fleet size, with nearly 500 vehicles available for rent. May 18 (during JUCO) showed the highest daily trips since June 2023. Based on demonstrated utilization above the contractual threshold of 1 TVD during May 2024 and a request by Lime, their fleet cap of 20 percent was approved on July 22. There is now a total cap of 682 devices between both operators.

Grand Junction participated in an academic study from the University of Oregon (alongside Denver and Washington, D.C.) into how micromobility parking compliance is influenced by corral infrastructure (e.g., signage and striping). Results will be available in early fall.

For the first time, portions of Horizon Drive have exceeded the daily average trips of anywhere else within the study boundary, including downtown, as shown in the attached Heat Map.

The rate of public complaints remains low after the initial launch in May 2023, and the rate of required response by first responders is also low. The GJ Fire Department (EMS) responded to three shared scooter incidents, two of which resulted in minor injuries and one in major non-life-threatening injuries. All three patients were intoxicated, and none were wearing helmets. The GJ Police Department received 14 calls in Q2.

A point-in-time ridership survey was completed in May. Of 34 respondents, two-thirds were between the ages of 18-34. Nearly half were affiliated with Colorado Mesa University (CMU), whether as students, staff, or alumni. Nearly three-quarters earn approximately or less than 80 percent AMI. Results showed that more than 85 percent of trips are for commuting to leisure activities, to work/school, or for joyrides, as shown in the attached 12-Month Ridership Survey summary. Of six commonly identified rider issues, none was an issue for half of the respondents. More than half of respondents had to walk no more than one block from their origin to find a device and from their parking location to their destination.

A short, community-wide survey was available on EngageGJ.org and shared on local media and promoted on the City website and social media. It received 21 responses. Of those, three-quarters saw some benefit from the pilot program, with several offering specific program opportunities, including improved parking locations, better mapping, wayfinding, and travel infrastructure, expanded boundaries to the airport and Clifton, need for improved rider education, and a request for less municipal involvement/oversight.

The Pilot Study expires on November 16, 2024. A workshop item has been scheduled for the City Council to discuss whether to transition to a permanent permitting process, extend the pilot (with or without revisions), or end the program.

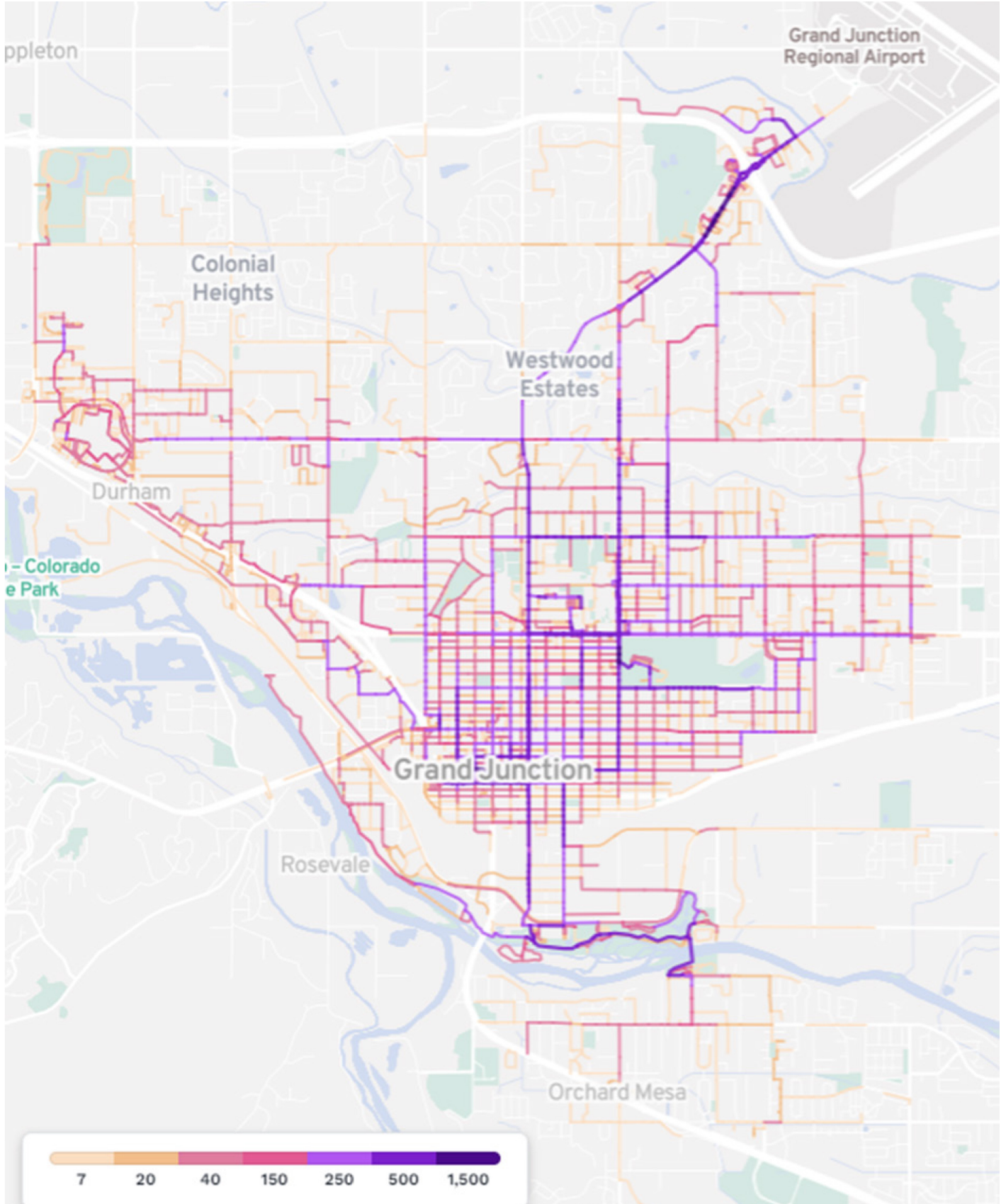
Attachment:

- Q2 Shared Micromobility Heat Map
- 12-month Ridership Survey Trip Type/Mode Breakdown

*C: John Shaver, City Attorney
Department Directors*

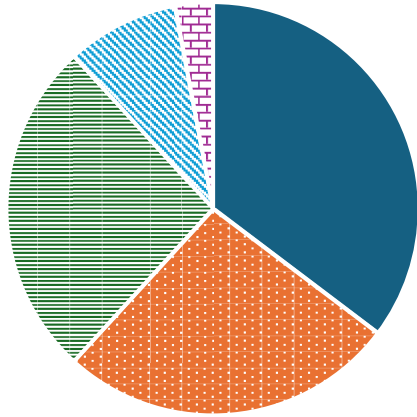
Q2 Shared Micromobility Heat Map

Darker routes show heavier e-scooter utilization.



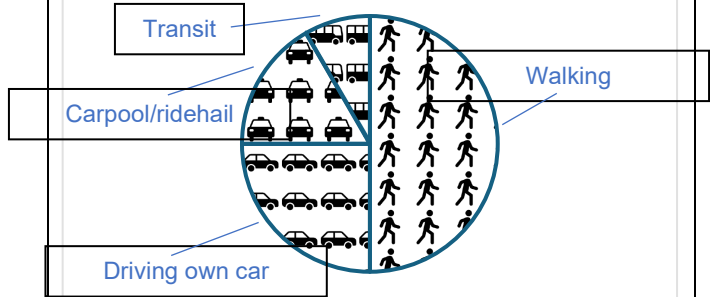
12-month Ridership Survey Trip Type/Mode Breakdown

Trip Purpose

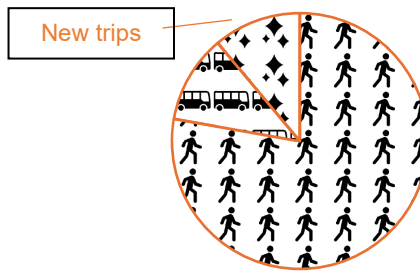


- Leisure
- Work/School ≡ Joyride
- Errands
- Other

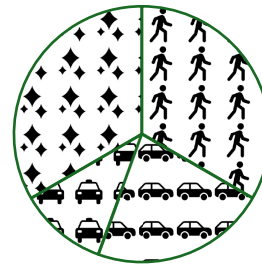
Replaced Mode - Leisure Trips



Replaced Mode - Work Trips



Replaced Mode - Joyrides





Shared Micromobility Pilot Update

August 2024

Outline

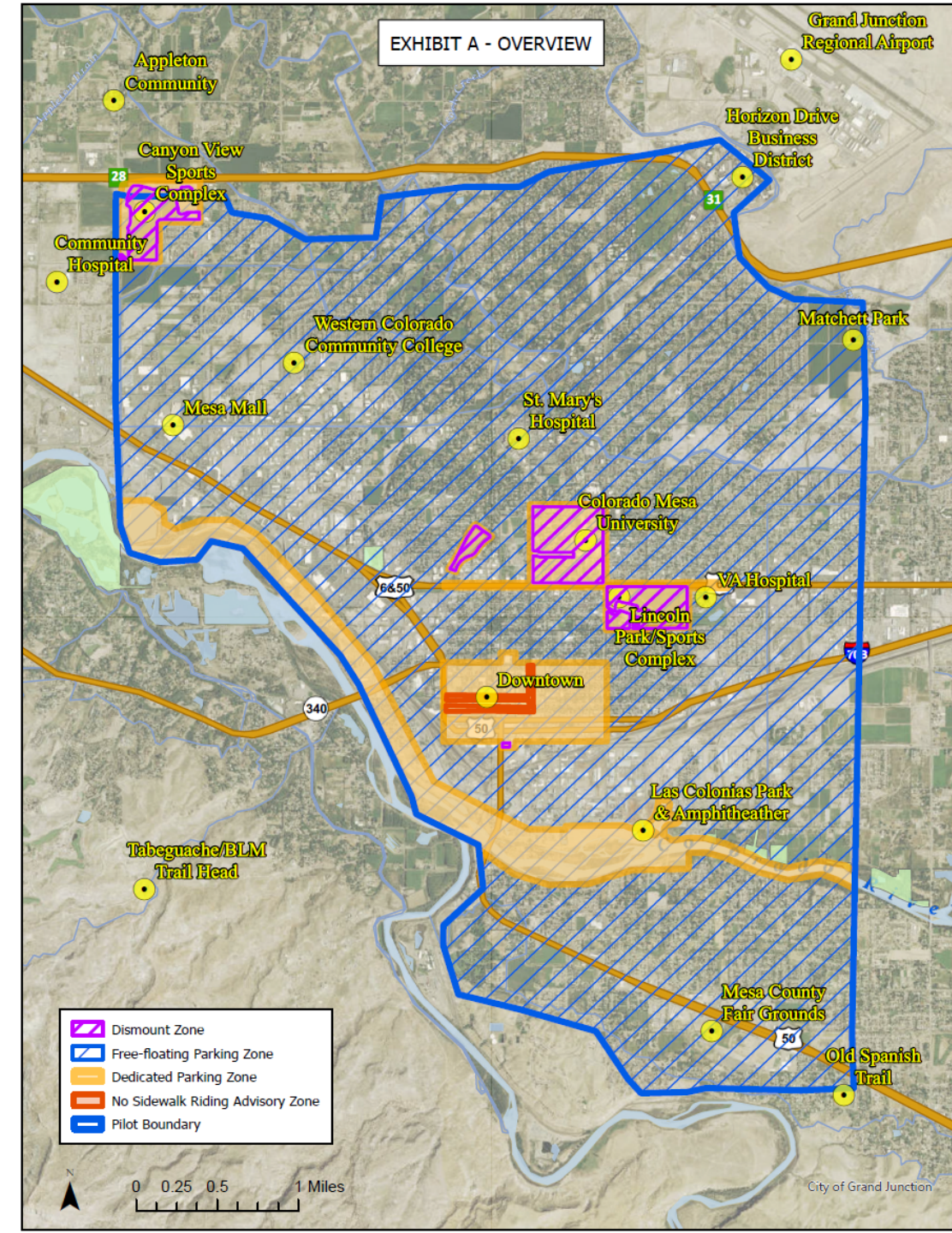
- Program background & update
- Rider profile & community perception
- Staff recommendations
- Next steps

1-year update

- Launched pilot program on 16 May 2023.
- Hybrid parking model with 39 designated corrals, mostly within Downtown.
- Approximately 4-500 vehicles available during peak months; down to under 150 during

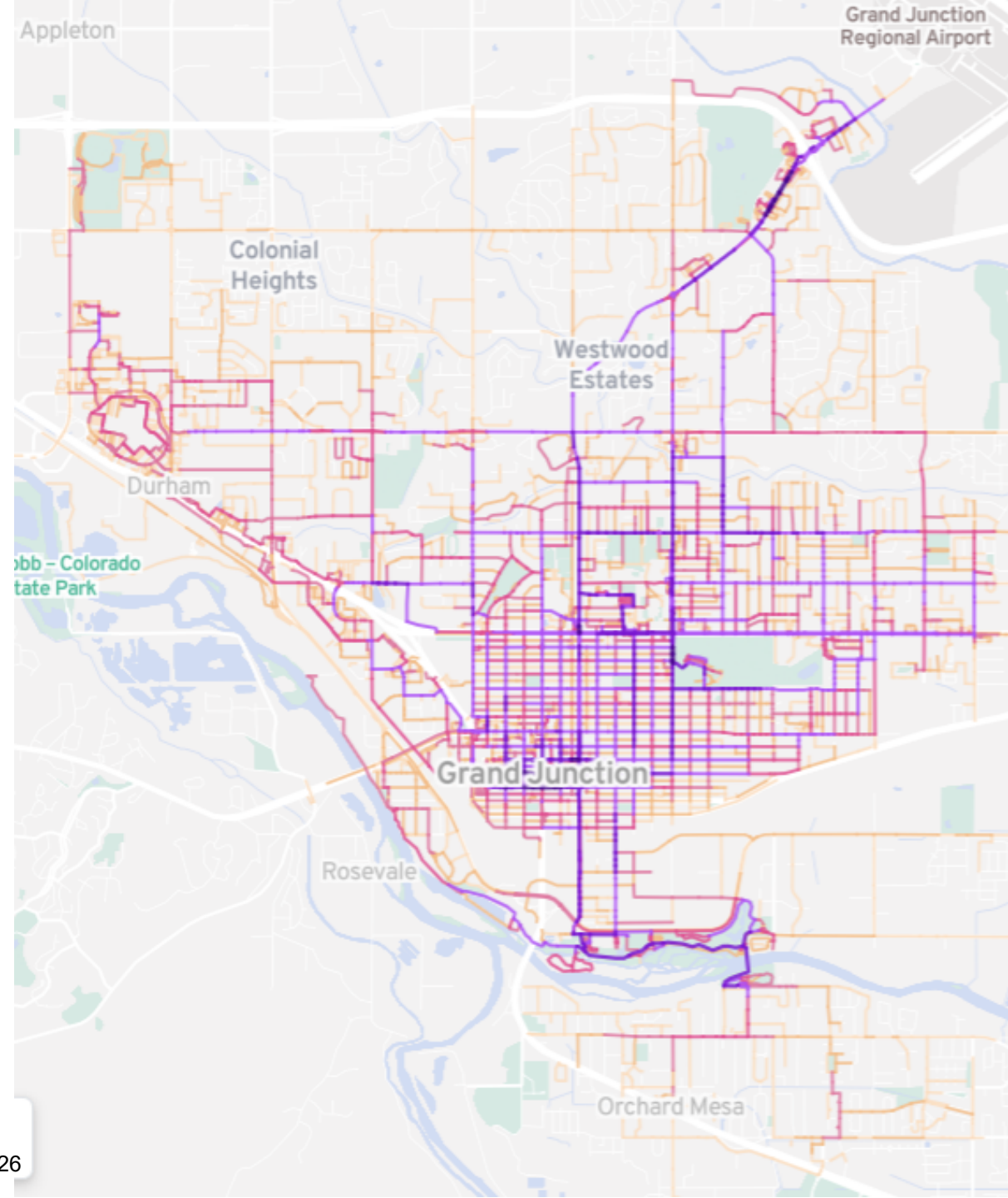
Key Metrics	Pilot Total (5/23-6/24)
Total Rides	129,500 trips
Miles Traveled	199,200 miles
Median Midweek Utilization	0.61 TVD
Median Weekend/holiday Utilization	0.88 TVD
Median Trip Distance	1.11 miles
Share of rides over 2 miles	27%

3



Utilization Overview

- Highest ridership May-October, Friday-Sunday or holidays, during clear evenings.
- Horizon Drive, CMU, Downtown, and Las Colonias have highest ridership.
- Anticipated annual ridership fee revenue of approximately \$10,000 covers Ride Report subscription (\$9,133/yr.).
 - Marginal costs include parking infrastructure, ongoing staff support, first response resources.



Rider Profile – 12-month Survey

Demographics

- Typical rider is 18-35 years of age and lower income.
- Even split between CMU affiliated/non.

Experience

- Even split between having to walk more or less than 1-block to and from parking.
- Nearly ½ had some trouble finding legal or designated parking.

Usage

- ~70% of trips are utilitarian.
- ~¼ of trips are joyrides.

Impact

- Many trips replace walking trips.
- Many joyrides are new trips.

Community Perception

- Community survey had low rate of response.
- Most saw value in having the system available.
- Primary community concerns relate to parking:
 - Blocked sidewalks
 - Difficulty locating a space
 - Looks cluttered
 - Confusion about moving amongst different policies
- Additional repeated concerns:
 - Access (Clifton, Blue Heron, Airport, CMU, CPW land)
 - Education & wayfinding
 - Safety

Preliminary Staff Recommendation

- Extend pilot through December 31, 2024 with no substantial changes.
- Concurrently, prepare for an enduring permitting process:
 - Enter negotiations with interested vendors on modified operating agreements.
 - Relieve parking concerns by removing gaps in Mandatory Parking Zones.
 - Formalize a process for zone expansion.
 - Relieve administrative burdens.
 - Promote localized safety messaging and education/orientation.
 - Discuss varied fleet vehicle options.

Next Steps

- Draft Pilot Agreement amendment to extend pilot through end of calendar year.
- Review redlined agreement updates with City Attorney.
- Propose adoption of an ordinance to establish an enduring permitting process.
- Re-enter negotiations with vendors.
- Pending successful completion of the above, execute new contracts with interested vendors.



Grand Junction City Council

Workshop Session

Item #1.c.

Meeting Date: August 19, 2024
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

Whitman Final Schematic Design Presentation

EXECUTIVE SUMMARY:

Schematic design including cost estimates for the renovation of Whitman Park is complete. The selected design team, led by DTJ Design, facilitated the public process that drove the resultant schematic design. The first round of the in-person public process occurred on April 1 and 2. Along with that productive round of public meetings, a survey was sent and posted to EngageGJ.org and 940 surveys were completed. This reflects a tremendous amount of community interest in the future design of Whitman and informed the final schematic design. Three concepts were presented to the community in the next round of public engagement on May 13 and 14, including a Council workshop. This additional public process included focus groups with all individuals who expressed an interest in this project, various stakeholders, the Parks and Recreation Advisory Board (PRAB) and a community-wide public meeting.

Following the presentation of the three concept designs, from the feedback provided, a preferred design concept emerged. Two concepts were fused into a final schematic design which includes cost estimates. A strategy that includes phases for the project will also be provided at the workshop and enable the renovation given that City resources need to be balanced with other key projects. The final design balances event-driven amenities with attractive drop-in amenities to ensure a busy park throughout the day. With all the new residents downtown, including those at the Junction and the Terminal (still in development stages), it is expected this will be used by nearby residents as well as the broader community as a part of visits to downtown. For example, should this renovation move forward, Downtown Grand Junction is discussing the possibility of holding the tree lighting ceremony in Whitman. If renovated, it would become a true urban park with a high concentration of amenities in an

efficiently laid out design. This is all intended to maximize the use of space while still protecting and ensuring broad public enjoyment and benefit of the mature tree canopy.

BACKGROUND OR DETAILED INFORMATION:

The Whitman Park renovation is a project in the Parks, Recreation and Open Space (PROS) Master Plan. A Request For Proposals (RFP) was issued following the 2024 budget approval that included \$150,000 for the design of Whitman Park. After the evaluation of proposals and interviews, the design team, led by DTJ, was chosen as the consultant. On April 1 and 2, the first phase of public engagement included a Council workshop, focus groups, and a community forum. Anyone who had approached the City about Whitman was invited to the public meeting held on April 2. A recording of the April 1 presentation was posted on EngageGJ.org, so community members who missed the in-person meeting could still view the presentation and provide additional feedback through the survey.

This first phase of in-person meetings focused on engaging the community to understand what is most needed and desired regarding the future of the park. This was done through image voting to help outline priorities, the testing of previous input and ideas from the PROS plan, including previous concept designs, and the presentation of examples from communities across Colorado and beyond. Response at these meetings was informative but what helped the most in determining the final schematic design was the 940 survey responses received. Although not statistically valid, this survey was widely circulated and had a high response rate, indicating strong engagement. DTJ and their sub-consultants combed through the data to identify themes and to capture the majority of opinions that the community has provided.

The May 13 and 14 engagement sessions presented this data in summary. Public input drove the creation of three separate concept designs. Attendees at the listening sessions and community conversations the City held this winter, fall, and spring included presence of community members with strong opinions on the future of Whitman Park. In these meetings, most attendees were associated with a non-profit service provider or a downtown business owner. DTJ and their public engagement experts, CivicBrand, recommended additional public feedback methods, such as the survey, to help identify the most representative community opinion possible. This holistic approach to public engagement that is being taken by the consultant team proved to be successful, given the substantial response to the survey.

With the survey data compiled and the May 13 and 14 engagement sessions complete, a preferred concept emerged. This blended concepts two and three with a heavier emphasis on concept two. This was further refined to the schematic design level. This includes renderings, elevations, and cost estimates for construction. This opinion of probable cost includes completing the design and requisite engineering through construction documents as well as all costs. Given that City resources need to be balanced with other projects, a phasing plan will be presented to chart a possible path to fund this renovation.

The Parks and Recreation Advisory Board will be considering this plan at its meeting on August 15, 2024. It is expected PRAB will make a recommendation at the end of this process to City Council regarding this project following several meetings with the designers.

FISCAL IMPACT:

The design fees for DTJ and their consultant team are included in the 2024 budget.

SUGGESTED ACTION:

For discussion purposes only.

Attachments

None



Grand Junction City Council

Workshop Session

Item #1.d.

Meeting Date: August 19, 2024

Presented By: John Gargasz, Founder and Managing Partner of Aspire Residential, LLC

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Request for City Contribution to Liberty Apartments Project by Aspire Residential, LLC

EXECUTIVE SUMMARY:

Aspire Residential LLC (“Developer”) represented by John Gargasz, has requested the City assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. The Developer is requesting a total contribution from the City of \$1,723,186, of which \$715,000 would purchase the land, \$625,248 would pay the project’s impact fees, and \$382,938 would go toward relocating a drainage ditch on the property.

BACKGROUND OR DETAILED INFORMATION:

Aspire Residential LLC (“Developer”) represented by John Gargasz, has requested that the City assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. The letter requesting contribution to the funding of the project is attached. The Developer is proposing to construct the units in two phases with 72 units to be completed by June 2026 and 120 units to be completed by April 2028. The Developer was originally seeking to develop the project as a Low-Income Housing Tax Credit (LIHTC) project. However, the more favorable Qualified Census Tract designation expired (see Memo: Aspire Residential Update and Private Activity Bond Assignment of Allocation dated April 24, 2024). The Developer is now proposing the project be rent-restricted with 20 percent of the units (38) to 80 percent AMI for a period of 30 years. For comparison, recently completed projects in the City’s rental rates and approximate AMIs are provided in the attached graphic (as of May 1, 2024).

The Developer is requesting a total contribution from the City of \$1,723,186 of which \$715,000 would purchase the land, \$625,248 would pay the project’s impact fees, and \$382,938 would go toward relocating a drainage ditch on the property. The property lies

within the City's Redevelopment Boundary which, consistent with current policy, will provide a Transportation Impact Fee reduction of 50 percent per building. This will reduce the project's Transportation Impact Fee from \$590,400 to \$295,200.

The City does not have a policy to provide incentives for housing that does not meet its adopted definition of Affordable (60 percent AMI or less).

FISCAL IMPACT:

The developer has requested the City contribute \$1,723,186 to the project. The City has not budgeted for a contribution.

SUGGESTED ACTION:

For discussion only.

Attachments

- 1. Liberty Apartments - Aspire Letter to City_20240715



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

July 15, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Memo: Request for City of Grand Junction's contribution to Liberty Apartments project

Dear Andrea,

This memo addresses revision to our proposal for the Liberty Apartments development project at 2651 Stacy Drive. Given the time frame constraints and the complexity of a LIHTC project, we have shifted our focus to a middle-income housing project. With at least twenty percent of the total 192 units rent-restricted at 80% AMI, we are providing residents about \$300 per unit per month lower rent compared to market, and a 30-year long-term affordability.

Project Background

The project contains three-story net-zero garden apartments at a premium location in Grand Junction. The 7.11-acre site is on the south side of Stacy Drive and Tracy Ann Road where they intersect with Palmer Street in the Orchard Mesa section of the City of Grand Junction, Colorado. The site has easy access to neighborhood schools, a City Market grocery store and pharmacy, and downtown Grand Junction and a local bus route that connects to other bus system routes throughout the Grand Valley.

The first 72-unit phase will have 54 one-bedroom/one-bath units and 18 two-bedroom/two-bath units as well as an exterior playground and BBQ/picnic area. The complex will eventually consist of 8 three-story buildings of 24 units each.

In terms of the building specs, each floor of each building will have 6 one-bedroom units and 2 two-bedroom units, with the two-bedroom units being the end units on each floor. The first floor is ADA compliant, ensuring accessibility for all residents. Constructed to meet ASHRAE 90.1 standards, it aligns with Passive House principles for energy efficiency. The roof is equipped with solar panels to achieve Net Zero energy status.

Proposal History Recap

The rezoning to R24 got approved by the City of Grand Junction in March 2024. The initial proposal suggested utilizing 4% LIHTC with QCT incentives, with all units at or below 60% AMI. However, this faced challenges due to a tight timeframe and the expiration of QCT status, which is necessary for 4% LIHTC underwriting. Consequently, we have shifted our focus to a middle-income project serving 80% to 120% AMI tenants. If the current multi-family rental project proves infeasible then the property will likely need to be rezoned for a commercial project or a residential For Sale project as market rate rental projects have been infeasible to develop since Q1 of 2023 due to increased interest and construction costs. With commercial development or residential development at reduced density the impact fee receipts will be substantially lower.

Aspire Residential's Middle-Income Commitment

Aspire proposes twenty percent (38 units) of the 192 units will be rent restricted at 80% AMI with recorded covenants, providing tenants with a substantial rent reduction of approximately \$300 per unit per month compared to current market rental rates. Moreover, all units are bound by rent restrictions set at or below 120% of the AMI, ensuring accessibility to a wider range of residents. We pledge to maintain this affordability for the long term, with a 30-year commitment.

Ask for City's Contribution

Despite fully utilizing all available capital sources, we still require the city's contribution to make the project financially viable for equity investors while maintaining debt covenants. We kindly ask the following support to close the financing gap:

- \$715,000 Land Contribution
- \$625,248 Impact Fee Waiver (\$234,468 for phase I and \$390,780 for phase II, spreadsheet attached)
- \$382,938 towards piping and relocation of the Drainage Ditch that is owned by the City of Grand Junction

The total contribution is \$1,723,186 or \$45,347 per 80% AMI unit. It consists of about 3% of the overall development budget. Aside from the request above, there is a very substantial \$947,200 Ute Water tap fee that has NOT been included in the request.

Proposed Timeline

August 2024 – City's intention of support
December 2024 – Site review and approval
March 2025 – Phase I gap financing and grants secured
April 2025 – Phase I all financing source secured
May 2025 – Final permit received, phase I construction starts
June 2026 – Phase I all 72 units put in service
January 2027 – Phase II construction starts
April 2028 – Phase II all 120 units put in service

Notional Capital Partners

In response to the current market conditions, the project intends to leverage statewide concessionary debt to address the funding gap. Prospective subordinate debt sources include the Transformational Housing Loan Fund (THLF) from Colorado Department of Local Affairs (DOLA), and the Colorado Clean Energy Fund (CCEF). Regarding the equity investors, MSquared, a New York-based female-led real estate impact fund focusing on middle-income housing, has expressed strong interest in Aspire's net-zero, workforce housing projects. Additionally,

the founder and managing partner of Aspire Residential, John Gargas, plans to participate in a portion of the equity stack to demonstrate our commitment.

We are confident that with the city's support, we can pioneer an exemplary net-zero project for Grand Junction. This endeavor will play a vital role in mitigating the prevailing housing shortage, offering residents with high-quality, affordable, and energy-efficient housing. Thank you!

Regards,

John Gargas
Founder & Managing Partner
Aspire Residential

John Gargasz Background

John Gargasz, age 55, is a serial tech entrepreneur and real estate professional. In the tech realm, John has served as engineer, general manager, managing director, investor and board member across a variety of business verticals including defense technology, Internet of Things (IOT) wireless networks, advanced materials, clean energy and robotics automation. He also cofounded 10X Ventures, a seed stage tech angel fund.

Mr. Gargasz's real estate experience includes development, infrastructure and construction of single-family homes, as well as multifamily and SFH distressed asset acquisition and as a limited partner in various multifamily projects. Since 2022, Mr Gargasz has researched cost effective, net zero, sustainable building design and operations to develop the Aspire Residential business model. Mr. Gargasz holds a B.S. in Mechanical Engineering from the University of Colorado Boulder (CU), completed 1 year of Environmental Engineering graduate studies at CU and completed the MIT Sloan School Greater Boston Executive Program. He resides in the Boston area with his wife Laura. They are the parents of two grown children. Mr Gargasz supports various charitable causes and served as a past chair of the Entrepreneurs Foundation of New Hampshire (non-profit) and currently serves on the STEM Advisory Committee at The Derryfield School.

Real Estate Track Record

- Marion Creek Partners. Mr Gargasz led a small fund to acquire 50 homes in the Kissimmee, Florida area in 2009-2010. The homes were managed as rentals for a number of years and then sold off.
- Winter Garden Realty. In 2010, Mr Gargasz led the acquisition of a 64-unit apartment complex in Winter Garden Florida as managing member. He managed the stabilization, renovation and rebranding of the property as Garden City Apartments. He continues to manage the property via Gargasz Property Management (GPM).
- Lilac Garden (Dover, NH), Oakgate (Gainesville, FL), The Henry (Lakeland, FL). Mr Gargasz has been/continues to be a limited partner in these value-add multifamily projects.
- Since 2013, Mr Gargasz had developed and built semi-custom homes in Southern NH including Skyview Estates (63 homes) and Eagles Nest Estates (75 units). He is currently permitting a 26 unit duplex project in Hudson NH with that is intended to be Net Zero Ready and full Net Zero homes.
- Mr Gargasz led the repositioning and lease up of 21 Continental Boulevard a 110k sq ft commercial office/R&D space in Merrimack NH.

About Aspire

Aspire Residential is a real estate investment company committed to sustainability and affordability while ensuring profitability for our investors. Through a vertical integration approach, we develop, build, own, and operate attainable, net-zero, sustainable, healthy, and resilient multifamily communities in suburban United States. At Aspire Residential, we firmly believe that real estate investment is a long-term endeavor, and it creates enduring value for both our investors and community residents.

Aspire Strategy

Aspire believes it can address this challenge with the following approach:

- Long term ownership to justify longer duration ROI which in turn allows for more aligned tenant/owner incentives
- Building a 'Model T but in any color' multifamily product to minimize project to project incremental expenses (engineering, architecture, construction management, property management)
- To a reasonable extent, purchase materials direct including HVAC, appliance, flooring, cabinets and fixtures to eliminate distribution channel and subcontractor mark up.
- In certain geographies, partner with general contractors to defer the fee into the limited partner ownership structure
- Intelligently integrating business systems end to end to optimize design, construction and cost of ownership
- Include utilities in the rent to generate incremental margin
- Use proven materials and software in our buildings - fast follower approach

- Leveraging federal, state and local incentives and grants to offset the higher CAPEX associated with net-zero construction
- Replicating this model across geographies to achieve benefits of scale through local partnerships



Grand Junction City Council

Workshop Session

Item #1.e.

Meeting Date: August 19, 2024
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

I-70 at 29 Interchange Road Intergovernmental Agreement

EXECUTIVE SUMMARY:

Mesa County and the City of Grand Junction have been collaboratively developing the 29 Road corridor as a major arterial for more than 25 years. More recently, staff has been working with the Federal Highway Administration (FHWA) and Colorado Department of Transportation (CDOT) on the planning, environmental, and permitting components for the proposed interchange with I-70. Colorado State Transportation Commission approval will be sought later this summer, followed by FHWA consideration/approval of the Interstate Access Request this fall.

The funding/funding strategy for the interchange is an important consideration for the City Council. If the City Council commits to the proposed draft intergovernmental agreement (IGA), the City will agree, subject to annual appropriation, to participate in the repayment of the \$80 million debt necessary to build the project. The IGA is an important step in Mesa County's consideration of referring a ballot measure to the November 5, 2024, election. That ballot measure, if approved by the voters, will be for the issuance of bonds to finance the I-70 Interchange at 29 Road and the associated reconstruction of 29 Road from the interchange to Patterson Road. The IGA draft is attached.

BACKGROUND OR DETAILED INFORMATION:

Since the 1990s, an interchange at 29 Road has been identified in local and regional plans as a way to enhance connectivity as part of a larger plan to provide connections in and around Grand Junction. The proposed interchange improvements, in coordination with other regional improvements, would complete the transportation loop around Grand Junction, provide critical community access, support economic growth

opportunities, and improve local and regional connectivity. Some efforts to evaluate and develop an interchange at 29 Road have included the following.

- 1999 Identified the need for an I-70 interchange in northeast Grand Junction
- 2018 Studied the benefits and potential environmental impacts of a 29 Road interchange Positioned the City and County for future state and federal funding opportunities
- 2022 Developed vision and goals for future design concepts with local governments built consensus and documented key issues and opportunities with business, school, economic development, airport, and planning organizations
- 2023- 2024 Planning, environmental, transportation system level analysis, and permitting / State Transportation Commission approval

The process of completing the analysis, developing a preliminary and final design, and developing a funding model has been ongoing. The most recent estimated cost for construction of the I-70 Interchange at 29 Road and the associated road improvements along 29 Road between I-70 and Patterson Road is \$80 million.

PURPOSE OF PROJECT

The purpose of the Project is to enhance the eastern Grand Valley transportation network between the I-70 Business Loop East Interchange and Horizon Drive Interchange to:

1. Improve local and regional connectivity
2. Address limited regional transportation network connectivity with access to/from I70 between I-70 Business and Horizon Drive interchanges
3. Extend the functional longevity of the existing transportation system connecting to I-70
4. Provide enhanced access to planned land use surrounding I-70 in Grand Junction, Colorado
5. If built, the Project will improve access to I-70 by providing transportation infrastructure needed to accommodate planned land use surrounding I-70, and specifically, the future Matchett Park and the associated Community Recreation Center, and provide transportation infrastructure needed to accommodate projected and regional traffic demands.

FISCAL IMPACT:

The City Council will need to determine that the funding commitment is necessary/within the City's current and future financial capacity. The annual debt service is estimated to be \$2.5 million (based on current market conditions), which will be paid from the City's 0.75 percent sales tax capital fund. With an assumption of a \$40 million in principal and issuance costs, a 30 year payment schedule and 4.5% interest rate, the total debt payment would be an estimated \$73 million for the City's share. This amount will depend on whether any outside funding comes in from federal or state sources, costs of issuance and interest rate.

To put it into perspective, the \$2.5 million estimated annual payment beginning in 2026 would be a significant portion of the city's annual capital fund. The sales tax capital fund generates approximately \$20 million per year, of which \$13 million pays for existing annual debt service, ongoing street maintenance, and other economic development priorities, with approximately \$7 million available to fund other capital projects annually. If the City moves forward with this project, this would reduce the annual funds available to approximately \$4.5 million per year to fund future capital needs. Once Costco and the surrounding businesses are operating, the .75 percent sales tax capital fund is estimated to gain another \$600,000 to \$700,000 per year.

SUGGESTED ACTION:

For the August 19, 2024, work session, the Suggested Action is Council discussion. If the Council determines that the commitment of funding is necessary and within the City's current and future financial capacity and supports proceeding with the Project, then the IGA would be referred to a regular Council meeting on September 4, 2024, for adoption by Resolution.

Attachments

- 1. I7029RdIGAExhibitA
- 2. AGR-29 Road 20240801 pdf
- 3. 24.08.15IGA(BOCCRedline)

6.1.3 Conceptual Cost Estimate

The project team used the conceptual level of design to prepare capital cost estimates associated with the improvements discussed in this chapter. These estimates contain standard assumptions for items that are refined during subsequent levels of design. Estimates provide an appropriate contingency to ensure that unknown circumstances are included in the estimate. **Table 6-1** summarizes the cost estimates for each project element, and the Conceptual Design Cost Estimate is included in **Appendix I**.

Table 6-1. Conceptual Design Level Cost Estimates

Intersection	Capital Costs	Right of Way Costs*	Total Costs
29 Road Interchange and Auxiliary Lane	\$62,000,000	\$2,600,000	\$64,600,000
29 Road Improvements (I-70 to Patterson Road)	\$16,000,000	\$5,200,000	\$21,200,000
Totals	\$78,000,000	\$7,800,000	\$85,800,000

*Note: ROW Costs are assumed based on conceptual data and are conservative at this time based on reasonable estimates.

10. Preliminary Financial Plan

Policy Directive 1601.1 requires that a funding plan be developed to identify the funding sources of the proposed interchange. The intent is to ensure that adequate funds and commitments are in place to advance the project. The project is at a conceptual design phase and thus has a high level of uncertainty associated with the cost. As such, substantial contingency has been applied to the cost estimate. For example, geotechnical investigations have not taken place, and this can have a substantial effect on the overall project design and subsequent cost. Currently, the 29 Road Interchange is estimated to cost \$85.8 million.

Mesa County and the City of Grand Junction have determined that the two entities plan to ask their constituents for the ability to bond the requisite funding to construct the improvements. The intent is that the bond request will cover 100 percent of the construction funding; however, the County and City will actively pursue federal funding to offset as much local funding as possible.

Federal dollars are anticipated to come from federal sources in the form of federal grants. The project partners have identified the MPDG Grant, which includes INFRA, MEGA, and RURAL grants, as the primary grant to be pursued. The project team has many resources available to help the project be as attractive as possible to federal grant administrators.

Appendix I. Conceptual Design Cost Estimate

29 Road Interchange Roundabout Interchange Alternative Conceptual Opinion of Construction Cost

Date Revised: May 30, 2024

FHU Ref # 121072-01

Prepared By: John Dibble, PE

Project Construction Items	CDOT Item Code	Unit	Quantity	Unit Cost (\$)	Total Cost
Clearing and Grubbing	201-00000	LS	1	\$50,000	\$50,000
Embankment Material (CIP)	203-00060	CY	300,000	\$28	\$8,400,000
Aggregate Base Course (ABC) (6 inches)	304-06007	CY	13,000	\$70	\$910,000
Hot Mix Asphalt (HMA) (8 inches)	403-34871	TON	15,200	\$120	\$1,824,000
Concrete Sidewalk (6 inch)	608-00006	SY	4,300	\$85	\$365,500
Curb and Gutter (Type 2-IB)	609-21010	LF	5,100	\$40	\$204,000
Curb and Gutter (Type 2-IIB)	609-21020	LF	11,000	\$44	\$484,000
Median Cover Material (patterned concrete)	610-00020	SF	17,500	\$22	\$385,000
Bridge	N/A	SF	22,750	\$250	\$5,687,500
Total accounted construction items					\$18,310,000
					(A)
		<u>% Range</u>		<u>% Used</u>	
Removals		3-5% of (A)		3.00%	\$549,300 (B)
Drainage		4-10% of (A)		10.00%	\$1,831,000 (C)
Erosion Control		3-8% of (A)		8.00%	\$1,464,800 (D)
Signing and Striping		1-5% of (A)		5.00%	\$915,500 (E)
Lighting		1-5% of (A)		5.00%	\$915,500 (F)
Landscaping and Irrigation		1-8% of (A)		5.00%	\$915,500 (G)
Environmental Mitigation		1-10% of (A)		3.00%	\$549,300 (H)
Utility Relocations		5-20% of (A)		10.00%	\$1,831,000 (I)
Construction Traffic Control		5-25% of (A)		15.00%	\$2,746,500 (J)
Mobilization		4-10% of (A+B+C+D+E+F+G+H+I+J)		10.00%	\$2,947,910 (K)
Contingencies		30-40% of (A+B+C+D+E+F+G+H+I+J+K)		40.00%	\$13,190,530 (L)
Total of Construction Items		(A+B+C+D+E+F+G+H+I+J+K+L)			\$46,166,840 (M)
Preliminary and Final Engineering		10% of (L)		10.00%	\$4,616,690 (N)
Total Construction Engineering		13% of (M)*		13.00%	\$6,001,690 (O)
Total Project Cost		(M+N+O)			\$56,790,000

1. ROW not included in estimate.

2. Unit Costs based on 2022 average CDOT cost data. The quantities are based on conceptual design only.

3. In providing opinions of probable construction cost, the Client understands that Felsburg Holt & Ullevig has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

4. *CDOT Construction engineering costs historically have been calculated at 26%, but there are many recent discussions in CDOT to reduce this number, and the actual field costs reflect this lower percentage.

29 Road Interchange I-70 Auxiliary Lane Conceptual Opinion of Construction Cost

FHU Ref # 121072-01

Date Revised: May 30, 2024

Prepared By: John Dibble, PE

Project Construction Items	CDOT Item Code	Unit	Quantity	Unit Cost (\$)	Total Cost
Clearing and Grubbing	201-00000	LS	1	\$75,000	\$75,000
Embankment Material (CIP)	203-00060	CY	27,000	\$30	\$810,000
Aggregate Base Course (ABC) (6 inches)	304-06007	CY	1,800	\$70	\$126,000
Hot Mix Asphalt (HMA) (11 inches)	403-34871	TON	3,300	\$130	\$429,000
Total accounted construction items					\$1,440,000 (A)
		% Range		% Used	
Removals		3-5% of (A)		5.00%	\$72,000 (B)
Drainage		4-10% of (A)		10.00%	\$144,000 (C)
Erosion Control		3-8% of (A)		8.00%	\$115,200 (D)
Signing and Striping		1-5% of (A)		5.00%	\$72,000 (E)
Lighting		1-5% of (A)		5.00%	\$72,000 (F)
Landscaping and Irrigation		1-8% of (A)		3.00%	\$43,200 (G)
Environmental Mitigation		1-10% of (A)		10.00%	\$144,000 (H)
Utility Relocations		5-20% of (A)		15.00%	\$216,000 (I)
Construction Traffic Control		5-25% of (A)		25.00%	\$360,000 (J)
Mobilization		4-10% of (A+B+C+D+E+F+G+H+I+J)		10.00%	\$253,440 (K)
Contingencies		40% of (A+B+C+D+E+F+G+H+I+J+K)		40.00%	\$1,172,740 (L)
Total of Construction Items		(A+B+C+D+E+F+G+H+I+J+K+L)			\$4,104,580 (M)
Preliminary and Final Engineering		8-10% of (L)		10.00%	\$410,460 (N)
Total Construction Engineering		13% of (M)		13.00%	\$533,600 (O)
Right-Of-Way Acquisition & Appraisals		Lump Sum		N/A	(P)
ROW Purchase		Lump Sum		N/A	(Q)
Total Project Cost (2023)		(M+N+O+P+Q)			\$5,049,000
Total Project Cost 2040 (Assumes average of 2% inflation per year)					\$6,931,195

1. SUE not included in estimate.

2. Unit Costs based on average CDOT cost data. The quantities are based on conceptual design only.

3. In providing opinions of probable construction cost, the Client understands that Felsburg Holt & Ullevig has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

29 Road Corridor

29 Road Widening Patterson to Highline Canal

Conceptual Opinion of Construction Cost

Date Revised: May 30, 2024

FHU Ref # 121072-01

Prepared By: John Dibble, PE

Project Construction Items	CDOT Item Code	Unit	Quantity	Unit Cost (\$)	Total Cost
Clearing and Grubbing	201-00000	LS	1	\$25,000	\$25,000
Embankment Material (CIP)	203-00060	CY	10,000	\$28	\$280,000
Aggregate Base Course (ABC) (6 inches)	304-06007	CY	8,500	\$70	\$595,000
Hot Mix Asphalt (HMA) (8 inches)	403-34871	TON	11,200	\$120	\$1,344,000
Concrete Sidewalk (6 inch)	608-00006	SY	5,600	\$85	\$476,000
Curb and Gutter (Type 2-IB)	609-21010	LF	8,500	\$40	\$340,000
Curb and Gutter (Type 2-IIB)	609-21020	LF	8,500	\$44	\$374,000
Median Cover Material (patterned concrete)	610-00020	SF	25,000	\$22	\$550,000
Total accounted construction items					\$3,984,000
					(A)
		% Range		% Used	
Removals		10% of (A)		10.00%	\$398,400 (B)
Drainage		15% of (A)		15.00%	\$597,600 (C)
Erosion Control		3-10% of (A)		10.00%	\$398,400 (D)
Signing and Striping		1-5% of (A)		5.00%	\$199,200 (E)
Lighting		1-5% of (A)		5.00%	\$199,200 (F)
Landscaping and Irrigation		1-10% of (A)		10.00%	\$398,400 (G)
Environmental Mitigation		1-10% of (A)		5.00%	\$199,200 (H)
Utility Relocations		25% of (A)		25.00%	\$996,000 (I)
Construction Traffic Control		5-25% of (A)		25.00%	\$996,000 (J)
Mobilization		4-10% of (A+B+C+D+E+F+G+H+I+J)		10.00%	\$816,720 (K)
Contingencies		30-40% of (A+B+C+D+E+F+G+H+I+J+K)		40.00%	\$3,673,250 (L)
Total of Construction Items		(A+B+C+D+E+F+G+H+I+J+K+L)			\$12,856,370 (M)
Preliminary and Final Engineering		10% of (L)		10.00%	\$1,285,640 (N)
Total Construction Engineering		13% of (M)		13.00%	\$1,671,330 (O)
Total Project Cost		(M+N+O)			\$15,820,000

1. ROW not included in estimate.

2. Unit Costs based on average CDOT cost data. The quantities are based on conceptual design only.

3. In providing opinions of probable construction cost, the Client understands that Felsburg Holt & Ullevig has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

4. Cost estimate does not account for intersection improvements at Patterson and 29 Road Intersection or anything south of Patterson Road.

1 **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF**
2 **GRAND JUNCTION AND MESA COUNTY RELATING TO A**
3 **PROPOSED 29 ROAD INTERCHANGE ADDITION TO INTERSTATE 70**
4 **(I-70)**

5
6 THIS AGREEMENT, entered into this ___ day of August 2024, pursuant to
7 29-1-201 *et seq.*, C.R.S., by and between THE CITY OF GRAND JUNCTION,
8 COLORADO, a home rule municipal corporation, hereinafter referred to as the
9 “City”; and MESA COUNTY, State of Colorado, hereinafter referred to as the
10 “County” and collectively referred to as the “Parties”.

11
12 **WHEREAS**, a study was conducted in 2018 through 2020 to investigate the need
13 and overall vision for improved access to I-70 between Horizon Drive and I-70B in
14 Grand Junction; and,

15
16 **WHEREAS**, an interchange at 29 Road has long been identified in local and regional
17 plans as a way to enhance connectivity, as part of a larger plan to provide connections
18 in and around Grand Junction; and,

19
20 **WHEREAS**, a new interchange along I-70 between Horizon Drive and I-70B
21 provides:

- 22 ● A new direct connection between US 50 and the major east-west route – I-70;
- 23 ● Improved access to and from I-70 for residents and businesses to the south,
24 decreasing traffic congestion within the City and unincorporated Mesa County,
25 increasing public safety, and increasing transportation efficiencies throughout
26 the area;
- 27 ● An opportunity to integrate development and infrastructure near the Grand
28 Junction Regional Airport into the surrounding community;
- 29 ● An incentive for new economic development in the Grand Valley by opening
30 direct and convenient access to commercial property north of I-70 and leading
31 traffic to businesses along Patterson Road and North Avenue; and,

32
33 **WHEREAS**, 29 Road has been found to be the preferred location for an interchange
34 to provide these and additional benefits to the transportation system and the public
35 that uses that system; and,

36 **WHEREAS**, County will be placing a ballot measure before the voters in 2024 to
37 authorize, when appropriate, the issuance of up to \$80 million in County bonded
38 indebtedness to cover the anticipated costs of constructing an interchange at 29 Road
39 and improvements to 29 Road to the South of the interchange (“Interchange
40 Project”); and,

41
42 **WHEREAS**, City desires to support the County in its efforts to secure voter approval
43 to issue such bonded indebtedness up to \$80 million for the Interchange Project; and,
44

45 **WHEREAS**, the public safety, infrastructure and economic needs of Mesa County
46 would be enhanced if the City and County worked in partnership to accomplish the
47 construction of the Interchange Project.

48
49 **NOW THEREFORE**, in consideration of the mutual covenants and
50 obligations herein expressed, and other good and valuable consideration the receipt
51 and sufficiency of which is hereby acknowledged, the Parties hereto state and agree as
52 follows:

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54 1. Purpose.

55 The purpose of this Agreement is to take certain actions to implement the
56 Interchange Project, of which one such action is the conditional facilitation of
57 City participation in funding of the Interchange Project including the City
58 acknowledging to the County that if the voters pass a measure authorizing
59 bonding authority for the County to issue debt for the Interchange Project that
60 City will, subject to annual appropriation, share equally in the cost of issuing
61 bonds as well as repayment of the County bonds. If grant funds are awarded
62 to/for the Interchange Project, the City will share equally in the application of
63 those funds to reduce the debt.

64
65 2. Scope of Work.

66 The City and County will determine the scope of work for the Interchange
67 project with that scope of work to include engineering design and construction
68 as to all improvements including, but not limited to, all street, roadway and
69 intersection improvements, acquisition of property and property interests
70 necessary for the Interchange Project including right-of-way, easements, etc.

71 where necessary, as well as relocations and new construction. The scope of
72 work will also include all wet utilities (sewer, water, and reclaimed water) and
73 dry utilities (telephone, cable, electric, gas), grading, drainage, Corps of
74 Engineers 404 issues, geotechnical investigations, environmental issues
75 (including Endangered Species), excavation and fill, testing, transit or
76 multimodal areas, landscaping, street lighting, and any other improvements
77 agreed to by the City and County. While the scope of work may include utility
78 relocations or replacements, each utility is expected to pay for its respective
79 share of said relocations or replacements.

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81 The Parties agree that the scope of work for the Interchange Project will
82 consist of the necessary or required components for a new intersection at
83 U.S. Interstate 70 and 29 Road together with improvements to 29 Road south
84 of the new interchange to and including the intersection of Patterson Road.
85 The scope of work for the Interchange Project is depicted and more fully
86 described the 29 Road / I-70 Interchange Systems Level Study (July 2024)
87 Section 6.1.3 Conceptual Cost Estimate, Section 10 Preliminary Financial Plan
88 and Exhibit I – Conceptual Design Cost Estimate as attached hereto, marked
89 as Exhibit “A” or “Scope of Work” or “SOW” and by this reference
90 incorporated herein. The cost of changes or additions, if any, to the SOW after
91 the SOW has been agreed to by the City and County will be the sole financial
92 responsibility of the party making the addition(s).

93
94 3. Construction.

95 Subject to the provisions of Colorado law and the Charter and ordinances of
96 the City, the Parties will cooperate in identifying and agreeing to the process for
97 selecting and payment of design professionals and contractors for the
98 Interchange Project, cooperate in the preparation, review, approval and
99 issuance of all project construction plans, drawings and specifications;
100 and share equally in the costs of design professionals and contractors and
101 establish all elements of the SOW.

102
103 4. November 2024 Ballot Question. County agrees to consider the submittal of a
104 Ballot Question in form and content as follows the voters of Mesa County at the
105 General election to be held in November 2024 seeking authority to issue bonded

106 indebtedness of up to \$80 million dollars without raising new taxes. Provided,
107 further, the County agrees that prior to adopting any changes to the November
108 2024 Ballot Question it shall first notify the City of the intended changes and
109 provide the City an opportunity to object.

110 Ballot Question: .

111 WITHOUT RAISING TAXES SHALL MESA COUNTY DEBT BE
112 INCURRED FOR THE PURPOSE OF ACQUIRING, DESIGNING,
113 CONSTRUCTING, RENOVATING AND IMPROVING AN
114 INTERCHANGE AT THE INTERSECTION OF U.S.
115 INTERSTATE 70 (I-70) AND 29 ROAD AND ACQUIRING
116 PROPERTY AND PROPERTY INTERESTS ALONG 29 ROAD
117 TO PATTERSON ROAD NECESSARY TO ACCESS THE
118 IMPROVED INTERCHANGE; SUCH DEBT TO BE INCURRED
119 UP TO \$ _____, WITH A REPAYMENT COST OF
120 \$ _____; SUCH DEBT TO CONSIST OF REVENUE BONDS
121 PAYABLE FROM ANY LEGALLY AVAILABLE REVENUE OF
122 THE COUNTY, WHICH BONDS MAY BEAR INTEREST AT A
123 MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO
124 EXCEED _____ % PER YEAR, MATURE, BE SUBJECT TO
125 REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE
126 ISSUED AT SUCH TIME, AT SUCH PRICE (AT, ABOVE OR
127 BELOW PAR) AND CONTAINING SUCH TERMS, CONSISTENT
128 WITH THIS QUESTION, AS THE BOARD OF COUNTY
129 COMMISSIONERS MAY DETERMINE; AND SHALL THE
130 PROCEEDS OF SUCH BONDS AND ANY REVENUE USED TO
131 PAY SUCH BONDS, AND INVESTMENT INCOME THEREON,
132 BE COLLECTED, RETAINED AND SPENT BY THE COUNTY
133 AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT
134 REGARD TO ANY SPENDING, REVENUE-RAISING, OR
135 OTHER LIMITATION(S) CONTAINED WITHIN ARTICLE X,
136 SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY
137 OTHER LAW?

138
139 5. Finding of Best Interests; Public Purpose. The Parties, pursuant to the
140 Constitution, Colorado law and the Charter and ordinances of the City, and in

141 accordance with the respective resolutions adopted by the City Council and the
142 Board of County Commissioners approving the execution and delivery of this
143 Agreement find that this Agreement is necessary, convenient, and in furtherance
144 of the publics' purposes and is in the best interests of the Parties and the
145 communities and the people that they serve.

146
147 6. Declaration of the City's Intent to Participate in the Payment of the Debt.

148 It is the present intention and expectation of the City Council to appropriate or
149 provide funds as requested, within the limits of available funds and revenues, but
150 this declaration of intent shall not be legally binding upon the City Council or
151 any future City Council in any fiscal year. Any payment(s) made pursuant to this
152 Agreement shall constitute annually appropriated expenditures of the City.

153 If the voters approve the 2024 Ballot question and the County issues up to \$80
154 million dollars in indebtedness ("Bonded Indebtedness"), on an annual basis the
155 City Manager, in accordance with Paragraph 59 of the City Charter, will prepare
156 and submit to the City Council a request for an appropriation or provision of a
157 sufficient amount of funds to pay 50% of the Bonded Indebtedness ("City
158 Annual Interchange Project Debt Payment") incurred by County as the same is
159 described in the Official Statement ("OS") for the issuance.

160 Any sum annually appropriated or provided by the City Council for the City
161 Annual Interchange Project Debt Payment shall be paid to the County and
162 deposited in the Mesa County I-70 Interchange Project Debt Service Fund and
163 shall be paid by the County to service the Bonded Indebtedness and shall not be
164 applied to any other purpose(s).

165
166 7. City's Obligation Expressly Limited. In accordance with this Agreement the City
167 may, subject to annual appropriation(s), share equally in the cost of issuing bonds
168 as well as repayment of the Bonded Indebtedness with the City payment(s), if
169 any, in an amount not to exceed \$40 million inclusive of issuance costs. Issuance
170 costs incurred in the securing of such Bonded Indebtedness may include, but are
171 not necessarily limited to, attorney's fees, Municipal Advisor fees, brokerage fees
172 and any and all other costs incurred by County as a direct result of issuing such
173 Bonded Indebtedness. Notwithstanding the foregoing, the County may not
174 pledge, obligate or contract the City to pay any sum of money except as
175 specifically provided by this Agreement.

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- 8. Not a General Obligation or Other Indebtedness or Multiple Fiscal Year Direct or Indirect Debt or Other Financial Obligation of the City. This Agreement shall not create, or be claimed or construed to create, within the meaning of the City Charter or any constitutional debt limitation, including, without limitation, Article X, Section 20 of the Colorado Constitution a general obligation or other indebtedness or multiple year fiscal direct or indirect debt of other financial obligation(s) of the City. Neither does this Agreement obligate or compel the City to make any payment(s) to the County Interchange Project Debt Service Fund and/or Mesa County beyond that annually appropriated in the City Council's sole discretion.

- 9. Severability. 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 not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

- 10. No Agency or Employment. Any person(s) employed by either City or County for the performance of work arising out of or under this Agreement shall be the employee(s) of the respective employer and not an agent(s) or employee(s) of the other.

- 11. No Delegation Without Prior Consent. Neither party may assign or delegate this Agreement or any portion thereof without the prior written consent of the other Party.

- 12. Construction. The traditional rule that ambiguities shall be construed against the drafter is waived.

Mesa County

Bobbie Daniel
Chair, Mesa County Board of Commissioners

211 Attest:

212

213 _____

214 Bobbie Jo Gross

215 Clerk and Recorder

216

217

218 City of Grand Junction

219

220 _____

221 Abram Herman

222 President of the City Council

223

224 Attest:

225 _____

226 Selestina Sandoval

227 City Clerk

228

DRAFT

1 **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF**
2 **GRAND JUNCTION AND MESA COUNTY RELATING TO A**
3 **PROPOSED 29 ROAD INTERCHANGE ADDITION TO INTERSTATE 70**
4 **(I-70)**
5

6 THIS AGREEMENT, entered into this ___ day of August 2024, pursuant to
7 29-1-201 *et seq.*, C.R.S., by and between THE CITY OF GRAND JUNCTION,
8 COLORADO, a home rule municipal corporation, hereinafter referred to as the
9 “City”; and MESA COUNTY, State of Colorado, hereinafter referred to as the
10 “County” and collectively referred to as the “Parties”.

11
12 **WHEREAS**, a study was conducted in 2018 through 2020 to investigate the need
13 and overall vision for improved access to I-70 between Horizon Drive and I-70B in
14 Grand Junction; and,

15
16 **WHEREAS**, an interchange at 29 Road has long been identified in local and regional
17 plans as a way to enhance connectivity, as part of a larger plan to provide connections
18 in and around Grand Junction; and,

19
20 **WHEREAS**, a new interchange along I-70 between Horizon Drive and I-70B
21 provides:

- 22 ● A new direct connection between US 50 and the major east-west route – I-70;
- 23 ● Improved access to and from I-70 for residents and businesses to the south,
24 decreasing traffic congestion within the City and unincorporated Mesa County,
25 increasing public safety, and increasing transportation efficiencies throughout
26 the area;
- 27 ● An opportunity to integrate development and infrastructure near the Grand
28 Junction Regional Airport into the surrounding community;
- 29 ● An incentive for new economic development in the Grand Valley by opening
30 direct and convenient access to commercial property north of I-70 and leading
31 traffic to businesses along Patterson Road and North Avenue; and,

32
33 **WHEREAS**, 29 Road has been found to be the preferred location for an interchange
34 to provide these and additional benefits to the transportation system and the public
35 that uses that system; and,

36 **WHEREAS**, County will be placing a ballot measure before the voters in 2024 to
37 authorize, when appropriate, the issuance of up to \$80 million in County bonded
38 indebtedness to cover the anticipated costs of constructing an interchange at 29 Road
39 and improvements to 29 Road to the South of the interchange (“Interchange
40 Project”); and,
41

42 **WHEREAS**, City desires to support the County in its efforts to secure voter approval
43 to issue such bonded indebtedness up to \$80 million for the Interchange Project; and,
44

45 **WHEREAS**, the public safety, infrastructure and economic needs of Mesa County
46 would be enhanced if the City and County worked in partnership to accomplish the
47 construction of the Interchange Project.
48

49 **NOW THEREFORE**, in consideration of the mutual covenants and
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51 and sufficiency of which is hereby acknowledged, the Parties hereto state and agree as
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152 ~~Agreement shall constitute annually appropriated expenditures of the City.~~

Commented [TS1]: I took this out because it is covered in #7- that it is subject to annual appropriation

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154 million dollars in indebtedness ("Bonded Indebtedness"), on an annual basis the
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206 Mesa County

207 _____
208 Bobbie Daniel
209 Chair, Mesa County Board of Commissioners
210

211 Attest:

212

213 _____

214 Bobbie Jo Gross

215 Clerk and Recorder

216

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218 City of Grand Junction

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