RESOLUTION NO. 61-24

A RESOLUTION ADOPTING, AUTHORIZING AND APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY RELATING TO A PROPOSED 29 ROAD INTERCHANGE ADDITION TO INTERSTATE 70 (I-70)

Recitals:

For many years the community has planned for a transportation beltway in and around Grand Junction. That planning began in earnest in 2002 when the Riverside Parkway project was developed and connected to 29 Road at D Road. To the South of the Riverside Parkway the City and County had constructed a bridge over the Colorado River and to the North the plans anticipated the construction of an interchange at the intersection of I-70 and 29 Road. Despite the plans the interchange has not been constructed and 29 Road has not been improved.

Beginning in 2018 through 2020 the City and County committed substantial funds to further study and renew the prior effort to improve access to I-70 via 29 Road. That study, as well as the prior work, showed that an interchange at 29 Road would enhance connectivity as part of a larger plan to provide connections in and around Grand Junction. The improvements that an interchange will bring include a new direct connection between US 50 and I-70, an opportunity to integrate development and infrastructure near the Grand Junction Regional Airport into the surrounding community, and a direct and convenient access to commercial property north of I-70.

The 2018-2020 study found that 29 Road and I-70 is the preferred location for an interchange to provide these improvements to the transportation system and the public that uses the system. Accordingly, Mesa County will be placing a ballot measure before the voters in 2024 to authorize, when appropriate, the issuance of up to $80 million in County bonded indebtedness to pay for the anticipated costs of constructing the interchange at 29 Road and the improvements to 29 Road to the South of the interchange. Collectively, these improvements are known and referred to as the Interchange Project.

In accordance with the terms of the intergovernmental agreement (IGA) attached to this Resolution the City Council desires to support the County in its efforts to, subject to voter approval, issue such bonded indebtedness up to $80 million for the Interchange Project.

The purpose and intent of the City Council by and with this Resolution is to express its intention, subject to voter approval, to support Mesa County issuing debt for the Interchange Project, and if debt is issued, that City participation in the payment of the debt be subject to annual appropriation all as provided in the IGA. While the City Council acknowledges that the issuance of the debt is exclusively a matter for the County, the City does request that the County apprise the City prior to the issuance of the proposed terms, and that following issuance that the County provide the City with a copy of the official statement relative to the debt.

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

1. The foregoing Recitals are incorporated herein.

2. That the President of the City Council is hereby authorized and directed as an act of the City Council to accept and approve by and with his signature the attached Intergovernmental Agreement between the City of Grand Junction and Mesa County relating to a proposed 29 Road Interchange addition to Interstate 70.

PASSED and ADOPTED this 4th day of September 2024.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

CITY OF GRAND JUNCTION COLORADO

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

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

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

WHEREAS, an interchange at 29 Road has long 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; and,

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

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

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

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

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

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

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

1. Purpose.

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

2. Scope of Work.

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

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

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

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

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

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

MESA COUNTY, COLORADO BALLOT QUESTION NO. 1

"WITHOUT RAISING TAXES SHALL MESA COUNTY DEBT BE INCREASED $80,000,000, WITH A REPAYMENT COST OF $173,438,202 FOR THE PURPOSE OF ACQUIRING, DESIGNING, CONSTRUCTING, RENOVATING AND IMPROVING AN INTERCHANGE AT THE INTERSECTION OF U.S. INTERSTATE 70 AND COUNTY ROAD 29 AND THE SOUTHERN PORTION OF COUNTY ROAD 29 TO PATTERSON ROAD (THEREBY COMPLETING THE FINAL LEG OF THE PROPOSED TRANSPORTATION LOOP); SUCH DEBT TO CONSIST OF REVENUE BONDS PAYABLE FROM THE COUNTY'S EXISTING SALES TAX, WHICH BONDS MAY BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 6% PER YEAR, MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED AT SUCH TIME, AT SUCH PRICE (AT, ABOVE OR BELOW PAR) AND CONTAINING SUCH TERMS, CONSISTENT WITH THIS BALLOT QUESTION, AS THE BOARD OF COUNTY COMMISSIONERS MAY DETERMINE; AND SHALL THE PROCEEDS OF SUCH BONDS AND ANY REVENUE USED TO PAY SUCH BONDS, AND INVESTMENT INCOME THEREON, BE COLLECTED, RETAINED AND SPENT BY THE COUNTY AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?"

5. Finding of Best Interests; Public Purpose. The Parties, pursuant to the Constitution, Colorado law and the Charter and ordinances of the City, and in accordance with the respective resolutions adopted by the City Council and the Board of County Commissioners approving the execution and delivery of this

Agreement find that this Agreement is necessary, convenient, and in furtherance of the publics' purposes and is in the best interests of the Parties and the communities and the people that they serve.

6. Declaration of the City's Intent to Participate in the Payment of the Debt. It is the present intention and expectation of the City Council to appropriate or provide funds as requested, within the limits of available funds and revenues, if the voters approve the 2024 Ballot question and the County issues up to $80 million dollars in indebtedness ("Bonded Indebtedness"), on an annual basis the City Manager, in accordance with Paragraph 59 of the City Charter, will prepare and submit to the City Council a request for an appropriation or provision of a sufficient amount of funds to pay 50% of the Bonded Indebtedness ("City Annual Interchange Project Debt Payment") incurred by County as the same is described in the Official Statement ("OS") for the issuance.

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

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

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

Bobbie Daniel
Chair, Mesa County Board of Commissioners

Attest:

Bobbie Jo Gross
Clerk and Recorder

City of Grand Junction

Abram Herman
President of the City Council

Attest:

Selestina Sandoval
City Clerk