

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado for the
I-70 AND 29 ROAD INTERCHANGE AND 29 ROAD CORRIDOR DESIGN SERVICES
CONTRACT

The parties to this Memorandum of Understanding ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado ("COUNTY"), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado ("CITY").

I. **Introduction**

Both the City and the County ("the Parties" or "Parties") have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community's resources that are available for improvements.

The Parties further recognize the need to make improvements to the 29 Road Corridor ("the Project"). Portions of the 29 Road Corridor from Patterson Road (F Road) to I-70 straddle the meandering City/County limits line. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning for the Project.

The County and the City have jointly pursued development of the 29 Road corridor as a major arterial since the early 2000s. Mesa County completed a Planning and Environmental Linkages (PEL) study in 2021 with David Evans and Associates, followed by CDOT's 1601 process, completed by Felsburg, Holt & Ullevig (FHU), which will conclude in Spring 2026.

Although the November 2024 ballot measure to authorize bonding did not pass, community feedback identified uncertainty regarding CDOT and Federal Highway Administration (FHWA) approval as a key concern. As of September 2025, the City and County reached an agreement on a project scope acceptable to both CDOT and FHWA.

The City of Grand Junction has received federal Congressionally Directed Spending (CDS) funds to complete environmental documentation, advance the I-70/29 Road interchange design to 30%, and complete 100% design for the 29 Road corridor improvements from I-70 to Patterson Road, including intersection upgrades at Patterson. Because the project is partially funded through federally Congressionally Directed Spending administered by the Colorado Department of Transportation (CDOT), all work must comply with CDOT's Local Agency project requirements.

The 29 Road corridor improvements will be designed for construction in two phases:

- Phase 1: A three-lane section with multimodal features to meet immediate local needs.
- Phase 2: Widening to the full arterial section, constructed in coordination with the interchange.

The consultant will be responsible for the alternative development of the Phase 1 scope, with the intention of minimizing the amount of infrastructure that would need to be removed to accommodate Phase 2.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to design I-70 and 29 Road Interchange and 29 Road Corridor. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the Project.

III. Procedure.

Now, therefore, it is agreed that the Parties will:

- 1) Include funds in their respective budgets for the cost of the final design, the Parties will make every effort to budget funds as shown below:

Project Budget:

| Fund Source | 2026 | 2027 | Total |
|---------------|-----------------------|-----------------------|-----------------------|
| Federal funds | \$1,000,000.00 | \$1,000,000.00 | \$2,000,000.00 |
| City | \$103,937.75 | \$103,937.75 | \$207,875.50 |
| County | \$103,937.75 | \$103,937.75 | \$207,875.50 |
| TOTAL | \$1,207,875.50 | \$1,207,875.50 | \$2,415,751.00 |

- 2) The Parties agree to carry over any unexpended funds for the Project to the following year.
- 3) The CITY shall select and contract with a Consultant to prepare the final design in accordance with CDOT and FHWA standards.
- 4) The CITY and COUNTY will co-manage the 1601 study. The Project Management Team will consist of the Engineering and Transportation Director for the CITY and Public Works Director for COUNTY. The CITY will provide a Project Manager. The COUNTY will provide a representative. Both the CITY and COUNTY will perform their respective public relations coordinated through the Project Manager.
- 5) ~~To minimize the effect of receiving revenue limitations under TABOR, the consultant contract may be written so that payments may be made directly to the consultant(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties.~~
- 6) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total local share of the Project actual cost will be divided equally. Should either Parties receive an additional grant for this Project, the grant money will be applied to the

project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding expected of either party will not exceed the amount shown in the table in paragraph 1) except by mutual, written modification of this AGREEMENT.

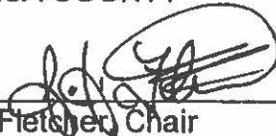
- 7) The Project will generally include the 30% design of an interchange at 29 Road and I-70 as well as 100% design of a principal arterial on 29 Road from Patterson north to the interchange. The general configuration of the design will not be changed except by mutual, written modification of this AGREEMENT. All work will be in accordance with FHWA and CDOT requirements / standards.

IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting of affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this AGREEMENT after 30 days notice in writing to the other in the intention to do so and fulfillment of all outstanding legal obligations.
- C) The CITY advertised, received proposals, and will award the proposal upon recommendation of the Project Management Team. The CITY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the CITY'S contract so that the Project is protected.

IN WITNESS WHEREOF, the parties herein have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY



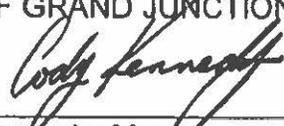
JJ Fletscher, Chair
Mesa County Board of Commissioners



ATTEST: Bobbie Gross, Clerk
Date: 3/26/2026



CITY OF GRAND JUNCTION



Cody Kennedy, Mayor
Grand Junction City Council



ATTEST: Selestina Sandoval, Clerk
Date: