

RESOLUTION NO. 26-26

A RESOLUTION AMENDING MASTER INTERGOVERNMENTAL AGREEMENTS WITH THE REDLANDS 360 METROPOLITAN DISTRICTS NO. 1 AND NO. 9 REGARDING CONSTRUCTION AND ON-GOING MAINTENANCE OF IMPROVEMENTS ASSOCIATED WITH THE REDLANDS 360 AND CANYON RIM DEVELOPMENTS

Recitals:

On February 2, 2022, the City of Grand Junction, home-ruled municipal corporation of the State of Colorado and Redlands 260 Metropolitan District No. 1 and No. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") entered a Master Intergovernmental Agreement .

The purpose of this Master Intergovernmental Agreement was to set forth the obligations of and benefits to the Parties in relation to requirements and maintenance activities associated with the District which was formed for operation pursuant to the city's approved Consolidated Service Plan.

The District and the City now desire to amend the Master Intergovernmental Agreement with respect to Exhibit C – Transportation related to design and cost sharing of specific improvements.

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

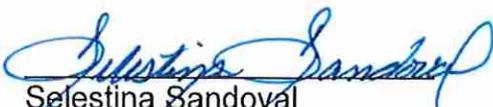
City Council hereby amends the Master Intergovernmental Agreement and authorizes the City Manager to execute the amended Master Intergovernmental Agreement with the Redlands 360 Metropolitan Districts No. 1 and No. 9.

PASSED and ADOPTED this 18th day of March 2026.



Cody Kennedy
President of the City Council

ATTEST:


Selestina Sandoval
City Clerk



**AMENDMENT TO
MASTER INTERGOVERNMENTAL AGREEMENTS**

**BETWEEN THE CITY OF GRAND JUNCTION, COLORADO
AND
REDLANDS 360 METROPOLITAN DISTRICT NO. 1 AND REDLANDS 360
METROPOLITAN DISTRICT NO. 9**

THIS AMENDMENT is made and entered into as of the 18 day of March, 2026, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado (the "City"), and REDLANDS 360 METROPOLITAN DISTRICT NO. 1 (Reception #3021722) and REDLANDS 360 METROPOLITAN DISTRICT NO. 9 (Reception #3021723), quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

- A. The Districts were formed by order of the Mesa County District Court on [different dates for some Districts] December 8, 2020 in Case No. 20CV30190 and is operating under a single consolidated service plan for the Redlands 360 Metropolitan Districts No. 1 and No. 9 ("Districts.") The District(s) are or will be organized to provide services and to exercise powers as set forth in the Consolidated Service Plan for the Redlands 360 Metropolitan Districts No. 1 and No.9 approved by the City on June 17, 2020 ("Consolidated Service Plan").
- B. The Parties entered into that certain Master Intergovernmental Agreement dated February 2, 2022, [different dates for some Districts] as contemplated by the Consolidated Service Plan (the "IGA"). The IGA may be amended, modified, changed, or terminated in whole or in part by a written agreement duly authorized and executed by the Parties and without amendment to the Consolidated Service Plan.
- C. Capitalized terms used and not defined in this Amendment shall have the meaning provided for in the IGA.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Exhibit C - Transportation to the IGAs is amended with respect to TIS Item 8 (the "Roundabout") to provide as follows:

Table 1 Off-Site Roadway Improvements				
TIS Intersection	Location	Improvement	Developer/District Cost Obligation and Credit	Trigger Event
8	Broadway (SH 340) and 23 Road, including improvements to 23 Rd south to proposed South Broadway and 23 Rd. intersection	See below Table 1 details, specifications and descriptions.	Developer to design a two lane roundabout, and construct a portion of the two-lane roundabout per the construction plans. TCP credit 0%. Cost share 75% Developer/25% City. City to design and construct improvements to 23 Rd south of the roundabout to Owner's northern property boundary on 23 Road.	200 DU

Table 1 Addendum

(2) TIS Item No. 8: An access permit will be required by CDOT for the 23 Road and SH-340 intersection where the proposed project access will exist in association with future phases of the project. It is anticipated that this CDOT Access Permit will be needed once 23 Road is extended and access is provided for the Project. The Study proposes the intersection of Broadway (SH-340) and 23 Road (TIS Item No. 8) to be roundabout controlled.

(a) Single lane approaches should be implemented along Broadway (SH-340) in conjunction with this roundabout. District will receive 0% TCP credit for a single-lane roundabout.

(b) Parties agree that the roundabout will be designed in a two-lane roundabout configuration, with the City responsible for the additional costs associated with the change in design from single lane to two-lane. All costs for construction of the Roundabout will be initially incurred by Developer and/or the Districts and the City shall provide reimbursement to the Developer and/or the Districts for costs associated with the

designed plans necessary for costs beyond a 1-lane configuration, as appropriate, as follows.

(c) Developer and/or the Districts will submit a "Request for Payment" to the City monthly. Requests for Payment will contain such information as may be reasonably necessary to establish the amount of work performed and materials ordered for the Roundabout as of the date of the Request for Payment. Requests for Payment will constitute a representation by Developer and/or the Districts that the construction on the Roundabout has progressed and materials have been ordered to the point indicated, and the Developer and/or District is entitled to payment of the City's cost sharing percentage from Table 1 in the amount indicated. As soon as possible thereafter, but in no event more than ten (10) working days after the date shown on any submitted Application for Payment, the City will make payment to the Developer and/or District. Payments due from the City that are not paid when due shall bear interest from the date due at the rate of ten percent (10%) per annum, compounded annually.

2. Contemporaneously with this Amendment, the City and Developer will also amend the Loan Agreement and related ancillary documents (the "Loan Documents") concerning the payment of the final amounts due thereunder from Developer to the City (the "Final Payment"). Developer remains entitled to reimbursement from the District for expenditures it incurs arising from eligible infrastructure costs within the District ("Developer Receivables"), and Developer and District have entered into that certain reimbursement agreement Facilities Funding and Acquisition Agreement dated September 8, 2022 ("Reimbursement Agreement"), as amended, concerning the District's intent to reimburse the Developer Receivables. Payments made by the City to the District under this Amendment would be used by the District to pay Developer Receivables, among other things. As a result, payments made under this Amendment from the City to the Districts will ultimately be paid to the Developer.

3. Rather than having the Developer make the Final Payment as provided in the Loan Documents, and the City making payment under this Amendment to the Developer, the Parties agree that the payments otherwise due and owing by the City to the Developer and/or Districts under this Amendment will be reduced by the amount of the Final Payment.

4. All other terms and conditions of the IGA not expressly modified by this Amendment remain in full force and effect.

Dated effective the year and date first above written.

CITY OF GRAND JUNCTION, a home rule municipality and political subdivision of the State of Colorado

ATTEST:

By: Cody Kennedy
Cody Kennedy
President of the City Council

By: Selestina Sandoval
Selestina Sandoval
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

ACKNOWLEDGED before me this 10 day of April, 2026, by Cody Kennedy, President of the City Council of the City of Grand Junction, Colorado.

WITNESS my hand and official seal.

My commission expires: 1/29/2028

[Signature]
Notary Public

[S E A L]
JACOB RANDALL SAMUELS-LOGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244003948
MY COMMISSION EXPIRES January 29, 2028

REDLANDS METROPOLITAN DISTRICT No. 1
& No. 9

By: B. Douglas Quimby
Name: B. Douglas Quimby
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

ACKNOWLEDGED before me this 24th day of March, 2026, by
[B. Douglas Quimby Name], as [President Title] of
Redlands Metropolitan District No. 1 & No. 9.

WITNESS my hand and official seal.
My commission expires: 8/4/27

Denise Jordan Wallace
Notary Public

[S E A L]

