

MCM03GAR

TYPE OF RECORD: NON-PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: MESA COUNTY

SUBJECT/PROJECT: PARKING GARAGE PROPERTY AND
MAINTENANCE AGREEMENT

PARCEL#: 2945-143-05-931, 2945-143-05-933 AND
2945-143-05-934

CITY DEPARTMENT: ADMINISTRATION

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT MOM - MCA 2003-111

THIS AGREEMENT by and between the County of Mesa (hereafter Mesa County) , a political subdivision of the State of Colorado, and the City of Grand Junction (hereafter Grand Junction), a home rule municipality of the State of Colorado,

WITNESSETH:

WHEREAS, pursuant to § 29-1-203, C.R.S. (2002) the parties are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs; and,

WHEREAS, parking for employees of the Parties and for the public has become increasingly difficult to obtain in the area around the Mesa County Courthouse and the Grand Junction City Hall; and,

WHEREAS, Mesa County owns certain real property located in Grand Junction and described in Exhibit A (hereafter the Subject Property), attached hereto and made a part hereof by this reference; and

WHEREAS, the parties desire to cooperate to construct, maintain, own, and operate a parking facility (hereafter Parking Garage) on the Subject Property to provide parking spaces for the use of the Parties and/or their designees;

NOW, THEREFORE, the Parties agree as follows:

1. The market value of the Subject Property is \$185,000. At Closing, as hereafter described, Grand Junction shall pay Mesa County \$74,000, which is 40% of the agreed upon market value of the Subject Property. Mesa County shall convey by Special Warranty deed to Mesa County and Grand Junction as tenants in common, an undivided 60% interest in the Subject Property to Mesa County and an undivided 40% interest in the Subject Property to Grand Junction.
2. The Parties shall construct, maintain, own, and operate the Parking Garage which shall generally provide for five (5) stories of automobile parking, an elevator, and stair tower on the Subject Property, subject to the following terms and conditions:
 - A. Mesa County shall contract with Shaw Construction to construct the Parking Garage on the Subject Property in accordance with plans and specifications prepared by Shaw Construction, L.L.C. (hereafter the Contractor). Grand Junction has been provided a copy of the plans and specifications dated August 5, 2003 and August 8, 2003 and will review the same in accordance with and pursuant to its Zoning and Development Code.
 - B. The Parking Garage shall provide a minimum of 202 total parking spaces (including four (4) ADA spaces for Mesa County and two (2) ADA spaces for Grand Junction) at a cost not to exceed \$ 2,565,968.00.

C. Mesa County shall function as Project Manager for the construction of the Parking Garage. The cost of such shall be included in the total cost of constructing the project.

D. The Parties shall share the costs of construction of the Parking Garage on a 60% Mesa County - 40% Grand Junction basis. Mesa County shall invoice Grand Junction for 40% of the Contractor's completed work pursuant to the payment schedules/progress payments made by Mesa County in accordance with the construction contract between Mesa County and the Contractor. Grand Junction shall pay Mesa County for each invoice within 15 days of its receipt of the invoice. Grand Junction may require verification of completion of the work. Verification may include but not be limited to provision of lien waivers in a form acceptable to Grand Junction. Final payment shall not be made to Contractor until Grand Junction is reasonably shown that all claims or liens have been satisfied. Mesa County shall insure that the completed and in-process work/construction is fully insured. Grand Junction shall be a named insured for its 40% share.

E. The Parties shall jointly own the Parking Garage as co-tenants on a 60% - 40% basis with Mesa County owning a undivided 60% interest and Grand Junction owning an undivided 40% interest.

F. Mesa County shall maintain the Parking Garage, including purchasing and maintaining any required insurance, and invoice Grand Junction quarterly for 40% of the maintenance and insurance costs for the previous quarter. Grand Junction shall reimburse Mesa County for each invoice within 15 days of receipt of the invoice. First year operating expenses are estimated to be \$19,793. Mesa County shall notify Grand Junction immediately of any emergency expenses, should they arise. Mesa County shall prepare an annual operating and maintenance budget which shall be presented during the annual budget preparation cycle of the Parties and which shall be subject to the mutual approval of the Parties.

G. Within six (6) months after Closing, as hereafter described, the Parties shall enter into an operation and maintenance agreement, not inconsistent with the terms of this Agreement, further clarifying the procedure for operation and maintenance of the Parking Garage.

3. Mesa County shall be guaranteed 121 parking spaces (including 4 ADA parking spaces) and Grand Junction shall be guaranteed 80 parking spaces, (including 2 ADA parking spaces). One additional parking space shall be designated for the use of both Parties for motorcycle parking. The location of the spaces guaranteed to each Party shall be mutually determined by the Parties at a later date.

4. The Parties shall jointly consent to use of the Parking Garage on weekends and/or during non-business hours by members of the public or not-for-profit entities, provided that maintenance cost are not unduly increased by such use.

5. Revenue from the Parking Garage, if any, shall be shared by the Parties on a 60% Mesa County, 40% Grand Junction basis. Charges by either Party, if any, to its

respective employees for the privilege of parking in the Parking Garage shall not be defined as Revenue from the Parking Garage.

6. In the event either Party should determine to sell or otherwise convey its undivided interest in the Subject Property, the other Party, shall have and is hereby granted, a first option to purchase such undivided interest at a price equal to any legitimate written offer received for such undivided interest. Such first option must be exercised within thirty (30) days of notification of a legitimate written offer received for such undivided interest.

7. This agreement shall be construed in accordance with the laws of the State of Colorado and the Ordinances, Codes, Licensing and Permit Requirements of Grand Junction and venue for any dispute hereunder shall be in the District Court for the County of Mesa, Colorado.

8. Closing herein shall occur at a date and time mutually acceptable to the Parties as soon as reasonably possible after approval and execution of this Agreement by both Parties.

9. Any and all notices required by or to be made under or pursuant to this Agreement shall be made in writing and sent via United States Mail to the party to whom the notice is addressed.

EFFECTIVE ONLY UPON the approval and signature of both Parties.



ATTEST:

Janice Reed
Clerk and Recorder

Mesa County Board of County Commissioners

James R. Baughman 09-08-2003
James R. Baughman Date
Chairman

ATTEST:

Stephanie Lun
City Clerk

City of Grand Junction

James G. Spehar 9-4-03
James G. Spehar Date
Mayor



EXHIBIT "A"

Parcel One:

Lots 22 and 23 of Block 82, City of Grand Junction;

Also known as tax parcel number 2945-143-05-931;

and

Parcel Two:

The West Half of Lot 20 and all of Lot 21 in Block 82, City of Grand Junction;

Also known as tax parcel number 2945-143-05-934;

and

Parcel Three:

The East Half of Lot 20 and all of Lot 19 EXCEPT the East 1 foot thereof, in Block 82, City of Grand Junction;

Also known as tax parcel number 2945-143-05-933.