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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 17, 2022
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING - LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191

5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming August 21 - 27, 2022 as Interfaith Awareness Week in the City of Grand Junction

Proclaiming Doug Sortor Celebration of Life Day in the City of Grand Junction

Presentation with an Action

Auditor's Report to City Council Regarding the 2021 Audit - Ty Holman, Haynie & Company

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

Citizens have four options for providing Citizen Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, August 17, 2022 or 4) submitting comments [online](#) until noon on Wednesday, August 17, 2022 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Council Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Summary of the August 1, 2022 Workshop
- b. Minutes of the August 3, 2022 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Legislative
 - i. Introduction of an Ordinance Adding Chapter 13.40 Graywater Control Program and Setting a Public Hearing for September 7, 2022
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 18.98 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2981 B 1/2 Road and Setting a Public Hearing for September 7, 2022

3. Agreements

- a. Safe Streets and Roads for All (SS4A) Action Plan Grant Memorandum of Agreement Between the City of Grand Junction, City of Fruita, Town of Palisade and Mesa County
- b. Stormwater Quality / Total Maximum Daily Load (TMDL) Memorandum of Understanding Between the City of Grand Junction and Mesa County

4. Procurements

- a. Authorize a Contract with Taylor Fence of Grand Junction for Columbine Softball Field Fence Replacement

5. Resolutions

- a. A Resolution Authorizing an Application to the Bureau of Reclamation (BOR) to Fund Installation of Artificial Turf at Suplizio Field
- b. A Resolution Supporting the Application for the 2022 Mesa County Federal Mineral Lease District Fall Grant Cycle
- c. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for a Carrier Neutral Location Project
- d. A Resolution to Approve AIP Grant Offer No. 3-08-0027-076-2022 for the Runway Relocation Program Grading and Drainage Construction in the Amount of \$8,288,765 Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the City Manager and City Attorney to Sign
- e. A Resolution to Approve AIP Grant Offer No. 3-08-0027-077-2022 in the Amount of \$2,358,318 for the Runway 12/30 Relocation Program Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority (GJRAA) and the Co-Sponsorship Agreement Between the City of Grand Junction and the GJRAA and Authorize the City Manager and City Attorney to Sign

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

6. Procurements

- a. Authorize Contract Negotiations with Bud's Signs for the Design and Construction of City Entry Signs

7. Other Action Items

- a. Community Recreation Center Planning

8. Public Hearings

- a. Legislative

- i. An Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022
- b. Quasi-judicial
 - i. An Ordinance Rezoning 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340)

9. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

10. Other Business

11. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** the City Council honors and respects all religious beliefs, cultures, creeds and races and every person's right to believe, or not believe, so long as actions taken in support of those beliefs or creeds do not infringe upon the rights of others; and
- Whereas,** Grand Valley Interfaith Network, is an organization in Grand Junction and Mesa County that offers varied programs, projects and initiatives designed to bring faith groups together to discuss and better practice peace, harmony, cooperation and understanding among all people; and
- Whereas,** the members of Grand Valley Interfaith Network have been working together to support the interfaith programs and initiatives in Mesa County since 1977; and
- Whereas,** many Grand Junction faith groups have partnered with Grand Valley Interfaith Network to offer a series of activities and events, which are open to all people of any faith and those who are not so affiliated, in the days and weeks leading up to the annual Interfaith Awareness Week, to be followed by days of individual reflection on connection and peace.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim August 21 - 27, 2022 as

"Interfaith Awareness Week"

in the City of Grand Junction and urge all the citizens of the City to be open minded and respect all religions, beliefs, cultures, creeds and races.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of August 2022.





Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, on August 4, 2022 Doug Sortor lost his life in a unfortunate and untimely incident; and

Whereas, Doug had a loving and giving spirt, was kind and compassionate and always had a positive disposition; and

Whereas, Doug was deeply committed to his service to and for STRiVE and the people they serve, emphasizing the importance of recognizing and valuing people of all abilities; and

Whereas, Doug modeled humility, and unfailing dedication to the important things in life; and

Whereas, Doug had long and strong commitments to Grand Junction, including his ties to Colorado Mesa University through the Alumni Association; and

Whereas, Doug had a positive impact on countless lives in Grand Junction, it is only right and proper that A Celebration of Life be proclaimed in his honor.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim August 17, 2022 as

"Doug Sortor Celebration of Life Day"

and hereby encourage all people to commemorate Doug by recognizing the power of connection with and inclusion of all people of all abilities, as Doug did through his work with STRiVE and throughout his life in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of August 2022.



A handwritten signature in black ink, appearing to be "Anna Stout".

Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 17, 2022
Presented By: Ty Holman, Haynie & Company
Department: City Council
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Auditor's Report to City Council Regarding the 2021 Audit - Ty Holman, Haynie & Company

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Haynie & Company is the City Council's independent auditor. Each year the City's financial statements are audited in connection with the issuance of the Comprehensive Annual Financial Report.

The auditor works directly for the City Council. Ty Holman, Partner at Haynie & Company, conducts the City's audit and he will provide a presentation to report the results of the audit to City Council. This report will include that the City again received a "clean" opinion, which means the financial statements present fairly, in all material respects, the financial position of the City.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction 2021 Comprehensive Annual Report has been distributed to City Council and is available online.

FISCAL IMPACT:

There is no direct fiscal impact resulting from this action.

SUGGESTED MOTION:

I move to (accept/not accept) the Auditors Report and Financial Statements for the City of Grand Junction, Colorado for the year ended December 31, 2021.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY August 1, 2022

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Chuck McDaniel, Phil Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, Mayor Pro Tem Abe Herman and Mayor Anna Stout.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Finance Director Jodi Welch, City Clerk Amy Phillips, and Deputy City Clerk Selestina Sandoval.

1. Discussion Topics

a. Mind Springs Presentation

Roger Sheffield, President of the Mind Springs Foundation, and Lloyd Dressler, Facilities Manager, provided a general update regarding the organization and its 2022 use of funding provided by the City of Grand Junction. They explained, due to cost increases, Mind Springs is requesting a modification to the 2022 funding for Mind Springs Health Little Bookcliff Apartments, a Section 8 housing facility. The 2022 funding was originally to support a new fire alarm system (\$84,080.37), new kitchen and bathroom amenities, updates for the group therapy and meeting room (\$172,089), and paint and stair updates to the exterior of the facility (\$22,170).

Mind Springs Health is requesting \$168,458 of the \$276,000 grant received from the City in 2022 to fund resident safety measures including the installation of a new fire alarm system in 2022. They are also requesting that the remaining \$107,542 be combined with an additional 2023 grant request of approximately \$230,000 from the City to complete the remaining renovations as outlined in the 2022 grant request.

Council questions and concerns were brought forward and addressed during the presentation. Final direction from Council was for Mind Springs to come back after the new leadership is in place, provide Council with a copy of Mind Springs three-year Strategic Plan, the Corrective Action Plan and formal bids for the installations and renovations.

b. Housing Strategy Implementation

Ashley Chambers, Housing Manager and Mollie Fitzpatrick of Root Policy Research lead a discussion on next steps for implementing various adopted strategies from the 2021 adopted Grand Junction Housing Strategy and

will work with community housing partners, the housing coalition and Root Policy to advance the implementation of those strategies.

Staff provided a brief review of the work completed on Strategies #1, #2 and #3, and focused the discussion on next steps for Strategies #4, #6 and #7. Staff presented background information and asked for direction from City Council on the strategies and the formation of a Housing Advisory Board.

Housing Strategy # 4. Encourage the Development of Accessory Dwelling Units (ADU)

Council supported staff's recommendations to:

- provide stakeholders with additional supportive and educational resources including an ADU toolkit that incorporates a checklist, planning details and examples, and quick guides to construction and terms.
- develop a pilot project for a quarterly ADU Info/Webinar Session to target future and interested ADU with key planning and building department staff, information about affordable housing, and the ADU toolkit.
- explore the use of a pre-approved design and architectural plan for ADU construction.

City Council agreed to consider as part of the Code Update process:

- relaxing, reducing, or eliminating current code requirements that may serve as barriers to ADU construction, which include:
- eliminating/changing the current parking requirement to be deleted altogether or revised to allow for the parking space to be provided on-street (if available) or within walking distance of a public transit route.
- eliminate the side/rear entry requirement unless the property is served by an alley.
- allow ADUs to be built on any lot size (that meets other minimum lot size requirements of each zoning district).
- increase the maximum ADU size to 1200 sq ft if the ADU remains subordinate to the primary dwelling structure.
- allow for a second ADU.
- allow two-family dwellings (duplex) to add an ADU to their properties.
- consider limiting the neighborhood concentration of short-term rentals.
- consider incentivizing ADUs used as long-term rentals by:
- waive Impact Fees for new ADUs that will be used as long-term rentals, so long as there is a dedicated revenue source to cover the cost of the fees. A short-term rental tax could cover the payment of city impact fees for approximately 16-27 ADUs annually.
- modify the "unsubdivided" restriction in the City policy allowing for charging the "unsubdivided" impact fee rates for ADUs.
- provide financing to assist in homeowners' ability to build ADUs.

Housing Strategy #6: Allocate City Owned Land (and/or Strategically Acquire Vacant and Underutilized Properties) for Affordable and Mixed-Income Housing.

Staff provided information on land acquisition strategies including Land Banking and Land Trusts and recommended that City Council consider a city focus on strategic land acquisition and land banking as a means of assisting in the supply of available properties for affordable housing development. Once acquired, the City would work with existing and future housing entities to develop affordable units and maintain the properties.

Housing Strategy #7: Create a dedicated revenue source to address housing challenges.

Ms. Fitzpatrick presented various types of revenue sources, and recommended Council approve dedicated funding source(s) for the housing strategies.

After an active discussion Council's consensus was to:

- begin the process of developing and placing a 6% to 10% short-term excise rental tax question before the voters at the November 8, 2022, coordinated election. Based on 2021 reported revenues, a short-term rental tax at such rates is estimated to generate between \$138,090 and \$230,150 annually, based on the current count of 150 units inside city limits, which will increase in future years.
- begin the process of developing and placing a 1% lodging tax increase question before the voters at the November 8, 2022, coordinated election.
- begin the process of developing and placing a Charter amendment to increase the length of leases of City property for housing from 25 to 75 years before the voters at the November 8, 2022, coordinated election.
- entertain a resolution committing 2% of current sales tax collected from the sale of Cannabis to be dedicated to affordable housing. Based on current estimates of Cannabis sales, 2% sales tax revenue on Cannabis sales could range from approximately \$400,000 to \$530,000 annually.

Concluding discussion, Council directed staff to establish a Housing Advisory Board complete of its general mission, composition, and objectives.

Council took a 10-minute break at 7:44 p.m.

c. Infill and Affordable Housing Incentives

Tamra Allen, Community Development Director reported that the City has been asked by several market rate developers to contribute to their projects, including the Slate on 25 (168 units), The Junction by Richmark (257 Units), and The Lofts on Grand Avenue (78 units). Council requested a policy be developed to provide predictability and equity regarding projects qualifying for development incentives. Currently, the City has a

Redevelopment Area Incentive and Staff has developed two additional incentives focused on corridor infill and affordable housing for Council consideration.

Current Redevelopment Area Incentive: "Redevelopment Area" whereby Transportation Capacity Payments (TCP) are reduced by at least 50%, and often greater if new construction has multiple stories. TCP credit is also provided when a former use is demolished and replaced with a new building.

Staff proposed two additional incentives.

Corridor Infill Incentive: The purpose of this new incentive is to encourage redevelopment and infill in the City center and along important commercial corridors that have been identified in City plans such as the North Avenue Overlay and Greater Downtown Overlays. In these areas, the City would utilize a tiered approach to an incentive that is relative to the value of the private investment.

The Mayor noted that Councilmember Taggart requested the Horizon Drive and Mall corridors be added to this incentive, but Council consensus was to move forward with only the corridors identified in the proposed incentive.

Affordable Housing Incentive: The purpose of this new incentive is to encourage the development of affordable housing units anywhere within the City of Grand Junction. This incentive would waive all development impact fees (TCP, police, fire, parks) and plant investment fees (water, sewer) for units that are affordable at 60% AMI or below for rental housing and have an affordability term of at least 30 years. The units/projects could be located anywhere in the City.

Agenda documentation noted that the Redevelopment Area (TCP incentive), Corridor Infill Incentive, and Affordable Housing Incentive could be simultaneously applied or "stacked" for a project to receive the maximum available incentive. Other public incentives may also be secured through the DDA. Both Impact Fee and Plant Investment Fee waivers require the City to backfill the lost revenue from the fees.

Staff recommended establishing, as part of the annual budget, a line item to pay fees for projects that utilize either new incentive and to distribute the incentive on a first-come first-served basis.

Discussion addressed affordable housing and economic development (corridor incentive) and the use of different revenue sources to backfill waived fees, as well as developing a policy outlining fee allocations in the annual budget and how those incentives will be backfilled to the appropriate funds.

Council directed staff to refine the proposed incentives and bring them back to Council in the form of resolutions.

a. City Council Communication

Councilmember Simpson voiced concerns regarding the total unrestricted reserves identified in the fund balance. He would like to have a discussion regarding this issue.

Next Workshop Topics

City Manager Caton stated the August 15th Workshop is slated for a Chamber of Commerce and Grand Junction Economic Partnership presentation.

Councilmember Pe'a was appointed to sit on the interview committee for the Forestry Board.

There being no further business, the Workshop adjourned at 8:50 pm.

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING**

August 3, 2022

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 3rd day of August 2022 at 5:30 p.m. Those present were Mayor Pro Tem Abe Herman, Councilmembers Chuck McDaniel, Phillip Pe'a, Randall Reitz, Rick Taggart, Dennis Simpson, and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, and Principal Planner Nicole Galehouse.

Council President Stout called the meeting to order and Councilmember Pe'a led the Pledge of Allegiance, followed by a moment of silence.

An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement

The City Council was asked to authorize and confirm the redevelopment agreement ("Agreement") by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City, and the Downtown Grand Junction Development Authority ("DDA") for the property located at 200 Rood Avenue, Grand Junction, Colorado. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 (\$2.4 million) for and on behalf of Conjunction for the redevelopment of the property; and, b) the purchase of Rood Avenue right-of-way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.

The \$2.4 million is a calculation of the total value of the incentive to the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials in the amount of \$659,000. Therefore, the net amount that may be directly paid by the City is \$1.7 million, which would occur at the end of the project. The completion of the project is estimated to occur in 2025.

Council President Stout moved this item from the regular agenda and asked for a motion to continue to the September 7, 2022 City Council Regular Meeting. Councilmember Reitz moved and Councilmember Pe'a seconded to approve the consent agenda with the addition of item 5.a.i. being continued to September 7, 2022 for second reading and public hearing.

Discussion ensued regarding the reasoning for continuing this item in relation to the

City's overall incentive program that is in process.

Motion carried by roll call vote with Councilmembers McDaniel and Simpson voting no.

Citizen Comments

Bruce Lohmiller spoke about affordable housing and sex education.

Nina Anderson spoke about crime prevention through environmental design.

Richard Swingle asked for a status on the Bonsai zipline project.

Council Reports

Mayor Pro Tem Herman spoke of National Night Out with the Grand Junction Police Department.

Councilmember Reitz gave an update on the Homeless Coalition.

Council President Stout briefly spoke of her experience at the Executives in Local Government Program at the Harvard Kennedy School.

CONSENT AGENDA

Councilmember McDaniel asked item 3.a. be removed from the consent agenda. Councilmember Pe'a moved and Councilmember Reitz seconded to adopt the consent agenda items #1 – #4, excluding item 3.a. and with the addition of item 5.a.i. Motion carried by roll call vote with Councilmember McDaniel and Simpson voting no on item 5.a.i. and yes to all other consent agenda items.

1. Approval of Minutes

- a. Summary of the July 18, 2022 Workshop
- b. Minutes of the July 20, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022 and Setting a Public Hearing for August 17, 2022

3. Procurements

- a. Contract with KLJ Engineering, LLC for Professional Design Engineering Services for Transportation Capacity Improvements – ***Moved to Regular Agenda***
- b. Authorize a Construction Contract for Fiber Optic Cabling Extension for Fire Station 8 (441 31 Road)

4. Resolutions

- a. A Resolution Adopting the Horizon Park Master Plan
- b. A Resolution Issuing a Revocable Permit to Allow an Existing Fence to Remain in the Road Right-of-Way on the West Side of a Property Located at 306 Pine Street Requested by Kent Slawson
- c. A Resolution Authorizing the JAG Grant Application for the Police Department

5. Public Hearing

- a. Legislative
 - i. An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement – ***Continued to September 7, 2022***

REGULAR AGENDA

Contract with KLJ Engineering, LLC for Professional Design Engineering Services for Transportation Capacity Improvements

This request would authorize the City Purchasing Division to enter into a contract with KLJ Engineering, LLC for Professional Design Engineering Services for transportation capacity improvements on segments of the B ½ Road, D ½ Road, F ½ Road, and 26 ½ Road corridors associated with the voter approved Ballot Initiative 2A projects.

Councilmember McDaniel asked about the bidding process and commented that the City should give consideration to local firms. Public Works Director Trent Prall said that all the companies who bid have local offices, and all firms who bid were going to be reliant on outside resources to complete the four projects within the proposed schedule.

Councilmember McDaniel moved and Councilmember Simpson seconded to adopt item 3.a. to approve a contract with KLJ Engineering, LLC. Motion carried by unanimous voice vote.

An Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of UnawEEP Avenue and Alta Vista Court

Olan Clark, on behalf of Dry Dock Development, LLC, requested a rezone from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac) for 4.69-acres located at the southwest corner of UnawEEP Avenue and Alta Vista Drive in anticipation of future development. The requested R-5 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac).

Principal Planner Nicole Galehouse presented this item.

The public hearing was opened at 5:57 p.m.

Robert Larimer, President of the UnawEEP Heights Homeowners Association, expressed his opposition of this rezone.

Shawn Guffey spoke against this rezone.

The public hearing was closed at 6:03 p.m.

Kent Schafer with Rawling Consulting Engineers represented the applicant Dry Dock Development, LLC and addressed concerns expressed during the public hearing.

The public hearing was reopened at 6:03 p.m.

Philip Larabee spoke against the rezone.

The public hearing reclosed at 6:04 p.m.

Conversation ensued regarding the range of density in a low-density classification, clarification of the zoning maps that were presented at the meeting versus the incorrect maps that were erroneously added in the packet from another agenda item, and the zoning of surrounding areas.

Councilmember Simpson moved and Councilmember Herman seconded to adopt Ordinance No. 5090, an ordinance rezoning approximately 4.69 acres from an R-4 (Residential - 4 du/ac) zone district to a R-5 (Residential - 5 du/ac) zone district located at the southwest corner of UnawEEP Avenue and Alta Vista Court on final passage and ordered final publication in pamphlet form. Motion carried by roll call vote with Councilmembers Taggart and Pe'a voting no.

An Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road

On the Horizon, LLC and Over the Horizon, LLC requested the rezone of two parcels totaling approximately 17.4 acres from PD (Planned Development) to C-1 (Light Commercial) located at the southern corner of Horizon Drive and 27 ½ Road. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

Principal Planner Nicole Galehouse presented this item.

The public hearing was opened at 6:18 p.m.

There were no comments.

The public hearing was closed at 6:18 p.m.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt Ordinance No. 5091, an ordinance rezoning approximately 17.4 acres from a PD (Planned Development) zone district to a C-1 (Light Commercial) zone district located at the southern corner of Horizon Drive and 27 ½ Road on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road

Stacey Cook, on behalf of Lucky Us Properties, LLC, requested a rezone from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac) for 8.25-acres located at 3124 D Road in anticipation of future development. The requested R-8 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 8 du/ac).

Principal Planner Nicole Galehouse presented this item.

The public hearing was opened at 6:24 p.m.

There were no comments.

The public hearing was closed at 6:24 p.m.

Council took a short break at 6:28 to allow staff to pull up the zoning maps online for Council's review in response to a Councilmember's request.

The meeting reconvened at 6:31 p.m.

Councilmember Reitz moved and Mayor Pro Tem Herman seconded to adopt Ordinance No. 5092, an ordinance rezoning approximately 8.25 acres from an R-5 (Residential - 5 du/ac) zone district to a R-8 (Residential - 8 du/ac) zone district located at 3124 D Road on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 6:29 p.m.



Amy Phillips, CMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 17, 2022
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

Introduction of an Ordinance Adding Chapter 13.40 Graywater Control Program and Setting a Public Hearing for September 7, 2022

RECOMMENDATION:

Staff recommends introducing an ordinance adding Chapter 13.40 Graywater Control Program and setting a Public Hearing for September 7, 2022.

EXECUTIVE SUMMARY:

Colorado’s Graywater Control regulations require that cities adopt an ordinance for gray water that specifies requirements, prohibitions, and standards for the use of graywater for non-drinking water purposes, to encourage the use of graywater, and to protect public health and water quality. This item introduces an Ordinance adding Chapter 13.40 Graywater Control Program and Setting a Public Hearing for September 7, 2022.

BACKGROUND OR DETAILED INFORMATION:

“Graywater” is defined as: that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers or non-laundry utility sinks.

Graywater use is regulated by the Colorado Department of Public Health and Environment under Regulation 86 – Graywater Control Regulation first promulgated June 30, 2015. As specified in the regulation, graywater is expected to carry human

pathogens with various risk levels and pathways that have the potential to be dangerous to public health. Therefore, the purpose of Regulation 86 is to describe requirements, prohibitions, and standards for the use of graywater for non-drinking water purposes, to encourage the use of graywater, and to protect public health and water quality.

Regulation 86 establishes the allowed users and allowed uses of graywater within the state of Colorado; establishes the minimum state-wide standards for the location, design, construction, operation, installation, modification of graywater treatment works; and establishes the minimum ordinance or resolution requirements for a city, city and county, or county that chooses to authorize graywater use within its jurisdiction. Each local city, city and county, or county has the discretion to decide whether to adopt any of the graywater uses along with the associated minimum design criteria and control measures set forth in this regulation.

The proposed Ordinance would allow both uses for graywater authorized under Regulation 86; subsurface irrigation and indoor toilet/urinal flushing. Graywater use categories allowed by Regulation 86 and the proposed Ordinance include:

- Category A: Single family, subsurface irrigation
- Category B: Non-single family, subsurface irrigation
- Category C: Single family, indoor toilet and urinal flushing, subsurface irrigation
- Category D: Non-single family, indoor toilet and urinal flushing, subsurface irrigation

The proposed Ordinance addresses the minimum requirements of Regulation 86 including:

- Defining the legal boundaries of the local graywater control program as the City limits.
- Identifying the City as the local agency that is responsible for oversight and implementation of all graywater regulatory activities including, but not limited to, design review, inspection, enforcement, tracking, and complaints.
- Allowing the City to impose fees for administration and oversight of the Graywater Control Program.
- Requiring a searchable tracking mechanism for graywater treatment works that is indefinitely maintained by the City.
- Incorporating a graywater design criteria document (Attachment A).
- Requiring an operation and maintenance (O&M) manual for all graywater treatment works.
- Identifying the reporting requirements for graywater treatment works.

FISCAL IMPACT:

The proposed ordinance would allow the City to impose fees for administration and oversight of the Graywater Control Program.

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet form an ordinance adding Chapter 13.40 Graywater Control Program and set a Public Hearing for September 7, 2022.

Attachments

1. Attachment A Graywater Design Criteria
2. Ordinance Graywater Control Program

ATTACHMENT A: GRAYWATER DESIGN CRITERIA

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5.0	Design Criteria for Indoor Toilet and Urinal Flushing Graywater Treatment Works
6.0	Design Criteria for Subsurface Irrigation Systems
7.0	Signage Requirements
8.0	Operations and Maintenance Manual

1.0 Introduction

This Graywater Design Criteria document contains the minimum requirements for all Graywater Treatment Works installed in the City of Grand Junction.

2.0 Definitions

Agricultural irrigation means irrigation of crops produced for direct human consumption, crops where lactating dairy animals forage, and trees that produce nuts or fruit intended for human consumption. This definition includes household gardens, fruit trees, and industrial hemp as defined by C.R.S. § 35-61-101.

Agronomic rate means the rate of application of nutrients to plants that is necessary to satisfy the nutritional requirements of the plants.

City means the City of Grand Junction, a Colorado home rule Municipality.

Closed sewerage system means either a permitted Domestic Wastewater Treatment Works, which includes a permitted and properly functioning On-site Wastewater Treatment System with a design capacity more than 2,000 gpd, or a properly functioning and approved or permitted OWTS with a design capacity of 2,000 gpd or less.

Commission means the Water Quality Control Commission 25-8-201, C.R.S.

Component means a subpart of a Graywater Treatment Works which may include multiple devices.

Cross-Connection means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety

risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

Design means the process of selecting and documenting in writing the size, calculations, site specific data, location, equipment specification and configuration of treatment components that match site characteristics and Facility use.

Design flow means the estimated volume of graywater per unit of time for which a component or Graywater Treatment Works is designed.

Dispersed subsurface irrigation means a subsurface irrigation system including piping and emitters installed throughout an Irrigation Area.

Division means the Water Quality Control Division of the Colorado Department of Public Health and Environment.

Facility means any building, structure, or installation, or any combination thereof that uses graywater subject to a graywater control program (Program), is located on one or more contiguous or adjacent properties, and is owned or operated by the same person or legal entity. Facility is synonymous with the term operation.

Floodplain (100-year) means an area adjacent to a river or other watercourse which is subject to flooding as the result of the occurrence of a one hundred (100) year flood, and is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public or environmental health and safety or to property or is designated by the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or as designated by the Federal Emergency Management Agency or National Flood Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodway elevation and location.

Graywater means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks. C.R.S. 25-8-103(8.3)(a)

Graywater treatment works means an arrangement of devices and structures used to: (a) collect graywater from within a building or a Facility; and (b) treat, neutralize, or stabilize graywater within the same building or Facility to the level necessary for its authorized uses. C.R.S. 25-8-103(8.4)

Irrigation area means that area of ground consisting of soil, Mulch, gravel, and plant material to which water is directly applied by a graywater subsurface irrigation system.

Indirect connection means a waste pipe from a Graywater Treatment Works that does not connect directly with the closed sewerage system, but that discharges into the closed sewerage system through an air break or air gap into a trap, fixture, receptor, or interceptor.

Legally Responsible Party

(a) For a residential property, the Legally Responsible Party is the property owner.

(b) For a corporation, the Legally Responsible Party is a responsible corporate officer, either:

(1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(2) the manager of operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated Facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for approval application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(c) For a general or limited partnership or sole proprietorship, the Legally Responsible Party is the general partner, business matters partner or the proprietor, respectively.

(d) For a limited liability company, the responsible party shall be the manager or other authorized agent of the company and shall be a natural person.

(e) For a Municipality, State, Federal, or other public agency, the Legally Responsible Party is a principal executive officer or ranking elected official, either

(1) the chief executive officer of the agency, or

(2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA), or

(3) when the entity is the State of Colorado, the Commission.

Graywater control program (Program) is this ordinance and, as applicable, any rule(s), including implementation practices, regulation(s), standard(s) authorized by the City, and which follows the minimum requirements of this Chapter and other applicable law(s), rule(s) and regulation(s).

Local public health agency means any the Mesa County Colorado Health Department.

Modification means the alteration or replacement of any component of a Graywater Treatment Works that can affect the quality of the finished water, the rated capacity of a Graywater Treatment Works, the graywater use, alters the treatment process of a Graywater Treatment Works, or compliance with this regulation and the local graywater control program. This definition does not include normal operations and maintenance of a Graywater Treatment Works.

Mulch means organic material including but not limited to leaves, prunings, straw, pulled weeds, and wood chips.

Mulch basin means a type of irrigation or treatment field filled with Mulch or other approved permeable material of sufficient depth, length, and width to prevent ponding or runoff. A Mulch Basin may include a basin around a tree, a trough along a row of plants, or other shapes necessary for irrigation.

On-site wastewater treatment system or OWTS means an absorption system of any size or flow or a system or Facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works. C.R.S. 25-10-103(12)

Percolation test means a subsurface soil test at the depth of a proposed Irrigation Area to determine the water absorption capability of the soil, the results of which are normally expressed as the rate at which one inch of water is absorbed. The rate is expressed in minutes per inch.

Potable water system means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, where

such system has less than fifteen service connections or regularly serves less than an average of at least 25 people daily at least 60 days per year.

Professional engineer means an engineer licensed in accordance with section 12-25-1, C.R.S.

Nuisance means the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience or damage to others, including to an individual or to the general public.

Public water system means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. Such term does not include any special irrigation district. Such term includes:

(a) Any collection, treatment, storage, and distribution facilities under control of the supplier of such system and used primarily in connection with such system.

(b) Any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system.

Regulation 86 means Colorado Department of Public Health and Environment Water Quality Control Commission Regulation no. 86 – Graywater Control Regulation, 5 CCR 1002-86.

Single family means a detached or attached structure, arranged and designed as a single-family residential unit intended to be occupied by not more than one family and that has separate water and sewer services connections from other dwelling units.

Site evaluation means a comprehensive analysis of soil and site conditions for a graywater Irrigation Area.

Soil horizon means layers in the soil column differentiated by changes in texture, color, redoximorphic features, bedrock, structure, consistence, and any other characteristic that affects water movement.

Soil profile test pit means a trench or other excavation used for access to evaluate the soil horizons for properties influencing effluent movement, bedrock, evidence of seasonal high ground water, and other information to be used in locating and designing a graywater Irrigation Area.

Soil structure means the naturally occurring combination or arrangement of primary soil particles into secondary units or peds; secondary units are characterized because of shape, size class, and grade (degree of distinctness).

Suitable soil means unsaturated soil in which the movement of water, air, and the growth of roots is sustained to support healthy plant life and conserve moisture. Soil criteria for graywater subsurface irrigation are further defined 6.0(b)(11)(i) of this document.

Subsurface irrigation means a discharge of graywater into soil a minimum of four inches (4”) and no deeper than twelve inches (12”) below the finished grade.

State means the State of Colorado or any of its agencies.

State waters means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Abbreviations and Acronyms. The following meanings are associated with the acronyms used in this chapter.

ANSI	American National Standards Institute
BK	Blocky
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
GR	Granular
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formerly know as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-Site Wastewater Treatment System(s)
PR	Prismatic

3.0 Graywater Treatment Works – Sizing Criteria

(a) Sizing Criteria for all graywater treatment works

(1) Graywater treatment works must be sized appropriately using the following flow projection methods:

(i) Residential users: Flow to graywater treatment works must be calculated on the occupancy and the fixtures connected to the

graywater treatment works. The calculated graywater flow is the number of occupants multiplied by the estimate graywater flow in terms of gpd/occupant from the attached fixtures.

(A) The occupancy must be calculated based on a minimum of two (2) occupants for the first bedroom and one (1) occupant for each additional bedroom.

(B) The estimated graywater flow from each fixture is based on the design flow of the fixture or if the fixture's design flow is unknown then the estimated graywater flow per occupant is with based on the following gallons per day per occupant.

a. Traditional fixtures: 25 gpd/occupant for each shower, bathtub, and wash basin and 15 gpd/occupant for each clothes washer.

b. Water saving fixtures: 20 gpd/occupant for each shower, bathtub, and wash basin and 8 gpd/occupant for each clothes washer.

(ii) Non-residential users: Graywater treatment works must be sized in accordance with fixture or water use records taking into account the number of fixtures attached to the graywater treatment works.

4.0 Design Criteria Applicable to All Graywater Treatment Works

(a) All graywater treatment works must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) At minimum, all graywater treatment works must:

(1) Be constructed such that each treatment component or combination of multiple components has a design flow greater than the calculated peak graywater production, if upstream of the storage tank or if no tank is present.

(2) Include a diversion valve that directs graywater to either the graywater treatment works or a closed sewerage system. The diversion valve must be:

(i) Easily operable;

(ii) Clearly labeled;

(iii) Constructed of material that is durable, corrosion resistant, watertight;

(iv) Designed to accommodate the inlet and outlet pipes in a secure and watertight manner; and e. Indirectly connect the bypass line to the closed sewerage system.

(3) Not have any piping that allows the treatment process(es) or a storage tank to be bypassed prior to graywater use.

(4) Include a tank to collect and store graywater, except for a subsurface irrigation system that discharges to a mulch basin. The storage tank must:

(i) Be constructed of durable, non-absorbent, water-tight, and corrosion resistant materials;

(ii) Be closed and have access openings for inspection and cleaning;

(iii) Be vented;

(iv) For indoor tanks, be vented to the atmosphere outside of the house;

(v) For outdoor tanks, have a downturned screened vent;

(vi) Have an overflow line: i. with the same or larger diameter line as the influent line; ii. without a shut off valve; iii. that is trapped to prevent the escape of gas vapors from the tank; and iv. that is indirectly connected to the closed sewerage system;

(vii) Have a valved drain line with the same or larger diameter line as the influent line that is indirectly connected to the closed sewerage system;

(viii) Be a minimum of 50 gallons;

(ix) Be placed on a stable foundation;

(x) If located outdoors, not be exposed to direct sunlight; and

(xi) Have a permanent label that states "CAUTION! NON-POTABLE WATER. DO NOT DRINK."

(5) For indoor toilet or urinal flushing systems (Categories C and D) graywater treatment works must have a backup potable water system connection. For subsurface irrigation systems (Categories A and B) graywater treatment works may, but are not required to, have a backup potable water system that provides potable irrigation water when graywater is not being produced or is produced in insufficient quantities. A backup potable water system connection must meet the following requirements:

(i) For non-public water system, potable water system connections: uncontrolled cross connections between a potable water system and

a graywater treatment works are prohibited. All cross connections must be protected by a reduced pressure principle backflow prevention zone assembly or an approved air gap.

(ii) For public water system, potable water system connections: uncontrolled cross connections between a public water system and a graywater treatment works are prohibited. The graywater treatment works design must protect the public water system from cross connections by meeting the requirements of Regulation #11: Colorado Primary Drinking Water Regulations.

(6) Not be used as a factor to reduce the design, capacity or soil treatment area requirements for OWTS or domestic wastewater treatment works.

(7) Have any wastewater from graywater treatment works (e.g., filter backwash water) be properly contained and disposed into a closed sewerage system or an approved Underground Injection Control (UIC) well.

(8) Have all graywater piping clearly distinguished and must be clearly labeled, including pipe identification and flow arrows.

(9) If located in a 100-year floodplain area, meet or exceed the requirements of FEMA and the local emergency agency. The graywater system must be designed to minimize or eliminate infiltration of floodwaters into the system and prevent discharge from the system into the floodwaters.

(10) Not be located in floodways.

(11) Be located within the confines of the legal property boundary and not within an easement;

5.0 Design Criteria for Indoor Toilet and Urinal Flushing Graywater Treatment Works

(a) All toilet and urinal flushing graywater systems must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) The following minimum design criteria are required for all graywater treatment works being used for single family, indoor toilet and urinal flushing graywater treatment works (Category C).

(1) All single family, indoor toilet and urinal flushing graywater treatment works must:

(i) Be certified under “Class R” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.

(ii) If a disinfection process is not part of NSF/ANSI 350-2011 equipment, include separate disinfection system equipment. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

(iii) Include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

(2) For Category C indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 6.0 of this document.

(c) The following minimum design criteria are required for all graywater treatment works being used for non-single family, indoor toilet and urinal flushing graywater treatment works (Category D).

(1) All non-single family, indoor toilet and urinal flushing graywater treatment works must:

(i) Be certified under “Class R” or “Class C” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.

(ii) If a disinfection process is not part of NSF/ANSI 350-2011 equipment, include a separate disinfection system equipment. A graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

(iii) Include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

(2) For Category D indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in Section 6.0.

(3) For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Registrations.

6.0 Design Criteria for Subsurface Irrigation Systems

(a) All subsurface irrigation systems must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) The following minimum design criteria are required for all graywater treatment works being used for subsurface irrigation. All subsurface graywater irrigation systems must:

(1) Have the subsurface irrigation components of the graywater irrigation system installed a minimum of four inches (4") and a maximum of twelve inches (12") below the finished grade.

(2) Have the subsurface irrigation components of the graywater irrigation system installed in suitable soil, as defined in section 6.0(b)(11)(i).

(3) Have a minimum of twenty-four inches (24") of suitable soil between the subsurface irrigation components of the graywater irrigation system and any restrictive soil layer, bedrock, concrete, or the highest water table. Restrictive soil layers are soil types 4, 4A, and 5 in Table 6-2.

(4) Include controls, such as valves, switches, timers, and other controllers, as appropriate, to ensure the distribution of graywater throughout the entire irrigation zone.

(5) If utilizing emitters, the emitters be designed to resist root intrusion and be of a design recommended by the manufacturer for the intended graywater flow and use. Minimum spacing between emitters shall be sufficient to deliver graywater at an agronomic rate and to prevent surfacing or runoff.

(6) Have all irrigation supply lines be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes before burial. Drip feeder lines can be poly or flexible PVC tubing.

(7) Meet the following setback distances in Table 6-1.

Table 6-1: Graywater System Setback Requirements

Minimum Horizontal Distance Required from:	Graywater Storage Tank	Irrigation Field
Buildings	5 feet	2 feet
Property line adjoining private property	10 feet	10 feet
Property line adjoining private property with supporting property line survey	1.5 feet	1.5 feet
Water supply wells	50 feet	100 feet
Streams and lakes	50 feet	50 feet
Seepage Pits and cesspools	5 feet	5 feet
OWTS disposal field	5 feet	25 feet
OWTS tank	5 feet	10 feet
Domestic potable water service line	10 feet	10 feet
Public water main	10 feet	10 feet

(8) Be applied to an irrigation field located on slopes of less than thirty percent (30%) from horizontal.

(9) Comply with the following protocols for determining the size of the subsurface Irrigation Area:

(i) Site evaluation protocol conducted to determine the appropriate size of the Irrigation Area for all subsurface irrigation systems, except single family dispersed subsurface irrigation systems (Category A and C dispersed subsurface irrigation systems) that are sized using the Irrigation Area equation protocol as defined in section 6.0(b)(12)(i). This site evaluation must include:

(A) Site information, including:

a. A site map; and

b. Location of proposed graywater Irrigation Area in relation to physical features requiring setbacks in Table 6-1.

(B) Soil investigation to determine long-term acceptance rate of a graywater Irrigation Area as a design basis. This soil investigation must be completed by either:

a. A visual and tactile evaluation of soil profile test pit, or

b. A percolation test.

(10) Comply with the following standards for appropriate irrigation rates.

(i) Irrigation rates shall not exceed maximum allowable soil loading rates in Table 6-2 based on the finest textured soil in the twenty-four inches (24”) of suitable soil beneath the subsurface irrigation components.

Table 6-2: Soil Type Description and Maximum Hydraulic Loading Rate

Soil Type	USDA Soil Texture	USDA Structure Shape	USDA Soil Structure Grade	Percolation Rate (MPI)	Loading Rate for Graywater (gal./sq.ft./day)
0	Soil Type 1 with more than 35% Rock (>2mm); Soil Types 2-5 with more than 50% Rock (>2mm)	--	0 (Single Grain)	Less than 5	Not suitable without augmentation 1.0 with augmentation
1	Sand, Loamy Sand	--	0	5-15	Not suitable without augmentation 1.0 with augmentation
2	Sandy Loam, Loam, Silt Loam	PR BK GR	2 (Moderate) 3 (Strong)	16-25	0.8
2A	Sandy Loam, Loam, Silt Loam	PR, BK, GR 0 (none)	1 (Weak) Massive	26-40	0.6
3	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR	2, 3	41-60	0.4
3A	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR 0	1 Massive	61-75	0.2
4	Sandy Clay, Clay, Silty Clay	PR, BK, GR	2, 3	76-90	Not suitable
4A	Sandy Clay, Clay, Silty Clay	PR, BK, GR 0	1 Massive	91-120	Not suitable
5	Soil Types 2-4A	Platy	1, 2, 3	121+	Not suitable

(11) Be applied only to soils that comply with the following standards for soil suitability.

(i) Suitable soil may consist of original, undisturbed soil or original soil that is augmented. Not suitable soil may be augmented as needed to ensure suitable soil is used.

(ii) If the original soil is augmented, the mixture used for augmentation must meet the following criteria to ensure that suitable soil is achieved.

(A) The mixture must have an organic content that is at least five percent (5%) and no greater than ten percent (10%);

(B) The mixture must be a well blended mix of mineral aggregate (soil) and compost where the soil ratio depends on the requirements for the plant species; and

(C) The mineral aggregate must have the following gradation:

Table 6-3: Mineral Aggregate Gradation

Sieve Size	Percent Passing
3/8	100
No. 4	95 – 100
No. 10	75 – 90
No. 40	25 – 40
No. 100	4 – 10
No. 200	2 -5

(iii) If the original soil is augmented, the additional soil must be tilled into the native soil a minimum of six inches (6") below irrigation application zone.

(iv) Soil types 0 and 1 must be augmented before use. Soil type 4, 4A, and 5 are not suitable for subsurface irrigation.

(12) Comply with the following protocols for determining the size of the subsurface Irrigation Area for single family, dispersed subsurface irrigation systems (Categories A and C dispersed subsurface irrigation systems):

(i) For graywater treatment works using subsurface Irrigation Areas not including mulch basins, use the following Irrigation Area equation protocol to determine the appropriate size of the Irrigation Area:

$$LA = GW / (CF \times ET \times PF)$$

Where:

LA = Landscaped area (square feet); GW = Estimated graywater flow (gallons per week);

CF = 0.62 (square foot x inch / gallon) = ((7.48 gallons/ 1-cu-ft) / 12 inch/ft);

ET = Evapotranspiration rate (inch / week), as determined by USDA Natural Resources Conservation Service CO652.0408 “Figure CO4-1: Map of Colorado Climate Zones” dated April 1978, or weekly averages based on actual conditions;

PF = Plant factor, 0.5

ii) For graywater treatment works using mulch basin systems for subsurface irrigation, comply with the following minimum design criteria:

(A) Mulch shall be permeable enough to allow rapid infiltration of graywater.

(B) The minimum void space mulch basin volume must be either:

a. Three (3) times the anticipated average daily flow for graywater treatment works without a storage tank to allow for graywater volume surges and to prevent surfacing or runoff.

b. One and a half (1.5) times the anticipated average daily flow for graywater treatment works with storage tank meeting the design criteria in Section 3.0 Sizing Criteria.

(C) Piping to mulch basins must discharge a minimum of four inches (4”) below grade into a container for dispersal of graywater into the mulch basin. The container must be designed to have four inches (4”) of freefall between the invert of the discharge pipe and the mulch. The container must have an access lid for observation of flow and to check mulch levels.

(D) The mulch basin must have a minimum depth of twelve inches (12”) below grade and not more than twenty four (24”) below grade.

(E) A filter is not required.

iii) For graywater treatment works using dispersed irrigation systems for subsurface irrigation, comply with the following minimum design criteria:

(A) Include a cartridge filter, which must meet the following requirements:

- a. A minimum of 60 mesh;**
- b. Located between the storage tank and the irrigation system;**
- c. If a pump is being used to pressurize the graywater distribution system, the filter must be located after the pump.**

7.0 Signage Requirements

(a) All required notifications shall include posting of signs of sufficient size to be clearly read with the language below in the dominant language(s) expected to be spoken at the site.

(b) Signage for non-single family graywater treatment works (Categories B and D) shall comply with the following.

(1) A permanent warning sign must be visible at all fixtures from which graywater is collected. The signs must state that, "WATER FROM THIS FIXTURE IS REUSED. CHEMICALS, EXCRETA, PETROLEUM OILS AND HAZARDOUS MATERIALS MUST NOT BE DISPOSED DOWN THE DRAIN";

(2) Each room that contains graywater treatment works components must have a sign that says "CAUTION GRAYWATER TREATMENT WORKS, DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM. NOTICE: CONTACT BUILDING MANAGEMENT BEFORE PERFORMING ANY WORK ON THIS WATER SYSTEM."; and

(c) Signage for non-single family, subsurface irrigation non-single family graywater treatment works (Categories B and D) shall comply with the following.

(1) Each Irrigation Area must have a sign that says "CAUTION GRAYWATER BEING USED FOR IRRIGATION. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."

(d) Signage for non-single family, indoor toilet or urinal flushing, non-single family graywater treatment works (Category D) shall comply with the following:

(1) Each toilet and urinal must have a sign that says: “TO CONSERVE WATER, THIS BUILDING USES TREATED NON-POTABLE GRAYWATER TO FLUSH TOILETS AND URINALS.”

8.0 Operations and Maintenance Manual.

(a) The Operations and Maintenance Manual shall be referred to as the O&M manual. The O&M manual must include the following items:

(1) A graywater treatment works description including:

(i) equipment list

(ii) design basis data including but not limited to:

(A) design volumes;

(B) design flow rates of each component and service area;

(C) system as-built drawing; and

(D) process description.

(2) Maintenance information for the graywater treatment works including but not limited to:

(i) component maintenance schedule;

(ii) instructions for component repair, replacement, or cleaning;

(iii) replacement component source list;

(iv) testing and frequency for potable containment device; and

(v) instructions for periodic removal of residuals.

(3) Operational ranges for parameters including but not limited to:

(i) disinfectant concentration levels;

(ii) filter replacement parameters;

(iii) pressure ranges;

(iv) tank level; and

(v) valve status under normal operation.

(4) Step-by-step instructions for starting and shutting down the graywater treatment works including but not limited to:

(i) valve operation;

- (ii) any electrical connections;**
- (iii) cleaning procedures;**
- (iv) visual inspection; and**
- (v) filter installation.**

(5) A guide for visually evaluating the graywater treatment works and narrowing any problem scope based on alarm activations, effluent characteristics, system operation, and history.

(6) A list of graywater control measures in which the graywater treatment works must be operated.

1 CITY OF GRAND JUNCTION, COLORADO

2
3 ORDINANCE NO. XXXX

4
5 AN ORDINANCE AMENDING TITLE 13 OF THE GRAND JUNCTION MUNICIPAL
6 CODE TO ADD CHAPTER 13.40 REGARDING A GRAYWATER CONTROL
7 PROGRAM IN THE CITY OF GRAND JUNCTION
8

9 **Recitals:**

10 On May 11, 2015, the State of Colorado promulgated Regulation 86 – Graywater
11 Control Regulation (5 CCR 1002-86). Regulation 86 establishes the allowed uses and
12 users of graywater within the State; establishes the minimum state-wide standards for
13 the location, design, construction, operation, installation, modification of Graywater
14 Treatment Works; and establishes the minimum ordinance or resolution requirements
15 for a city, city and county, or county that chooses to authorize graywater use within its
16 jurisdiction.

17 The City of Grand Junction (“City”) enacted Title 13 of the Grand Junction
18 Municipal Code (“GJMC”) to establish standards for water supply, wastewater
19 management, and water conservation within the City, and to provide for the
20 management of the Persigo Wastewater Treatment Plant and 201 Planning Area for the
21 City and certain unincorporated areas of Mesa County. Title 13 defines water
22 conservation in the City as the practice of “eliminating water waste and making
23 beneficial water uses more efficient” (GJMC 13.36.020). Title 13 also identifies the
24 City’s goal to achieve “wise use of water for ordinary household uses and for outdoor
25 irrigation to a reasonable degree” (GJMC 13.36.090).

26 On June 20, 2012, the City adopted the Grand Valley Regional Water
27 Conservation Plan (“Water Conservation Plan”). The Water Conservation Plan advises
28 partners to “assist City and County Health Departments in distributing guidelines for
29 using graywater where legal and appropriate” (GJMC 45.04.390(g)).

30 On December 16, 2020, the City adopted the 2020 One Grand Junction
31 Comprehensive Plan (“Comprehensive Plan”). The Comprehensive Plan includes goals
32 for efficient and reliable management of water resources, including but not limited to the
33 promotion of water conservation (Comprehensive Plan Principle 8.1.a.), the protection
34 of water quality (Comprehensive Plan Principle 8.1.d.), and maximized water efficiency
35 in the construction of new buildings and the adaptive reuse of existing buildings (Plan
36 Principle 8.1.c.).

37 As provided by Regulation 86, a local city, city and county, or county with a local
38 graywater control program has exclusive enforcement authority regarding compliance
39 with the ordinance or resolution and, as applicable, rule. The City has not adopted a
40 graywater control program by ordinance, resolution, or rule prior to this ordinance.

41 As directed by Title 13 of the GJMC, the Water Conservation Plan, and the
42 Comprehensive Plan, and in the interest of advancing the public health, safety and
43 welfare of the community, the City Council does hereby create Chapter 13.40 in Title 13
44 of the GJMC and does establish guidelines and standards for the design, construction,
45 installation, repair, modification, maintenance, and use of graywater systems in the City.

46 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION**
47 **THAT:**

48 Chapter 13.40 shall be added to Title 13 of the Grand Junction Municipal Code
49 as follows (additions shown in **bold** print):

50

51 **Chapter 13.40 GRAYWATER CONTROL PROGRAM**

52

53 **13.40.010 Definitions**

54 ***Agricultural irrigation* means irrigation of crops produced for direct human**
55 **consumption, crops where lactating dairy animals forage, and trees that produce**
56 **nuts or fruit intended for human consumption. This definition includes household**
57 **gardens, fruit trees, and industrial hemp as defined by C.R.S. 35-61-101.**

58 ***Agronomic rate* means the rate of application of nutrients to plants that is**
59 **necessary to satisfy the nutritional requirements of the plants.**

60 ***City* means the City of Grand Junction, a Colorado home rule municipality.**

61 ***Closed sewerage system* means either a permitted Domestic Wastewater**
62 **Treatment Works, which includes a permitted and properly functioning On-site**
63 **Wastewater Treatment System (OWTS) with a design capacity more than 2,000**
64 **gpd, or a properly functioning and approved or permitted OWTS with a design**
65 **capacity of 2,000 gpd or less.**

66 ***Commission* means the Water Quality Control Commission 25-8-201, C.R.S.**

67 ***Component* means a subpart of a Graywater Treatment Works which may include**
68 **multiple devices.**

69 ***Cross-Connection* means any connection that could allow any water, fluid, or gas**
70 **such that the water quality could present an unacceptable health and/or safety**
71 **risk to the public, to flow from any pipe, plumbing fixture, or a customer's water**

72 **system into a public water system’s distribution system or any other part of the**
73 **public water system through backflow.**

74 ***Design* means the process of selecting and documenting in writing the size,**
75 **calculations, site specific data, location, equipment specification and**
76 **configuration of treatment components that match site characteristics and**
77 **Facility use.**

78 ***Design flow* means the estimated volume of graywater per unit of time for which a**
79 **component or Graywater Treatment Works is designed.**

80 ***Dispersed subsurface irrigation* means a subsurface irrigation system including**
81 **pipng and emitters installed throughout an Irrigation Area.**

82 ***Division* means the Water Quality Control Division of the Colorado Department of**
83 **Public Health and Environment.**

84 ***Facility* means any building, structure, or installation, or any combination thereof**
85 **that uses graywater subject to a graywater control program (Program), is located**
86 **on one or more contiguous or adjacent properties, and is owned or operated by**
87 **the same person or legal entity. Facility is synonymous with the term operation.**

88 ***Floodplain (100-year)* means an area adjacent to a river or other watercourse**
89 **which is subject to flooding as the result of the occurrence of a one hundred**
90 **(100) year flood, and is so adverse to past, current or foreseeable construction or**
91 **land use as to constitute a significant hazard to public or environmental health**
92 **and safety or to property or is designated by the Federal Emergency Management**
93 **Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of**
94 **FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.**

95 ***Floodway* means the channel of a river or other watercourse and the adjacent**
96 **land areas that must be reserved to discharge the base flood without**
97 **cumulatively increasing the water surface elevation more than one foot or as**
98 **designated by the Federal Emergency Management Agency or National Flood**
99 **Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer**
100 **shall certify the floodway elevation and location.**

101 ***Graywater* means that portion of wastewater that, before being treated or**
102 **combined with other wastewater, is collected from fixtures within residential,**
103 **commercial, or industrial buildings or institutional facilities for the purpose of**
104 **being put to beneficial uses. Sources of graywater are limited to discharges from**
105 **bathroom and laundry room sinks, bathtubs, showers, and laundry machines.**
106 **Graywater does not include the wastewater from toilets, urinals, kitchen sinks,**
107 **dishwashers, or nonlaundry utility sinks. C.R.S. 25-8-103(8.3)(a)**

108

109 **Graywater Control Program (Program)** is this ordinance and, as applicable, any
110 rule(s), including implementation practices, regulation(s), standard(s) authorized
111 by the City, and which follows the minimum requirements of this Chapter and
112 other applicable law(s), rule(s) and regulation(s).

113 **Graywater Treatment Works** means an arrangement of devices and structures
114 used to: (a) collect graywater from within a building or a Facility; and (b) treat,
115 neutralize, or stabilize graywater within the same building or Facility to the level
116 necessary for its authorized uses. C.R.S. 25-8-103(8.4)

117 **Indirect connection** means a waste pipe from a Graywater Treatment Works that
118 does not connect directly with the closed sewerage system, but that discharges
119 into the closed sewerage system though an air break or air gap into a trap,
120 fixture, receptor, or interceptor.

121 **Irrigation area** means that area of ground consisting of soil, Mulch, gravel, and
122 plant material to which water is directly applied by a graywater subsurface
123 irrigation system.

124 **Legally Responsible Party**

125 (a) For a residential property, the Legally Responsible Party is the property
126 owner.

127 (b) For a corporation, the Legally Responsible Party is a responsible
128 corporate officer, either:

129 (1) a president, secretary, treasurer, or vice-president of the
130 corporation in charge of a principal business function, or any other
131 person who performs similar policy- or decision-making functions
132 for the corporation, or

133 (2) the manager of operating facilities, provided, the manager is
134 authorized to make management decisions which govern the
135 operation of the regulated Facility including having the explicit or
136 implicit duty of making major capital investment recommendations,
137 and initiating and directing other comprehensive measures to assure
138 long term environmental compliance with environmental laws and
139 regulations; the manager can ensure that the necessary systems are
140 established or actions taken to gather complete and accurate
141 information for approval application requirements; and where
142 authority to sign documents has been assigned or delegated to the
143 manager in accordance with corporate procedures.

144 (c) For a general or limited partnership or sole proprietorship, the Legally
145 Responsible Party is the general partner, business matters partner or the
146 proprietor, respectively.

147 (d) For a limited liability company, the responsible party shall be the
148 manager or other authorized agent of the company and shall be a natural
149 person.

150 (e) For a Municipality, State, Federal, or other public agency, the Legally
151 Responsible Party is a principal executive officer or ranking elected official,
152 either

153 (1) the chief executive officer of the agency, or

154 (2) a senior executive officer having responsibility for the overall
155 operations of a principal geographic unit of the agency (e.g.,
156 Regional Administrators of EPA), or

157 (3) when the entity is the State of Colorado, the Commission.

158 **Local Public Health Agency** means any the Mesa County Colorado Health
159 Department.

160 **Modification** means the alteration or replacement of any component of a
161 Graywater Treatment Works that can affect the quality of the finished water, the
162 rated capacity of a Graywater Treatment Works, the graywater use, alters the
163 treatment process of a Graywater Treatment Works, or compliance with this
164 regulation and the local graywater control program. This definition does not
165 include normal operations and maintenance of a Graywater Treatment Works.

166 **Mulch** means organic material including but not limited to leaves, prunings,
167 straw, pulled weeds, and wood chips.

168 **Mulch basin** means a type of irrigation or treatment field filled with Mulch or other
169 approved permeable material of sufficient depth, length, and width to prevent
170 ponding or runoff. A Mulch Basin may include a basin around a tree, a trough
171 along a row of plants, or other shapes necessary for irrigation.

172 **Non-single-family** means any structure that is not a single-family structure.

173 **Nuisance** means the unreasonable, unwarranted and/or unlawful use of property,
174 which causes inconvenience or damage to others, including to an individual or to
175 the general public.

176 **On-site Wastewater Treatment System (OWTS)** means an absorption system of
177 any size or flow or a system or Facility for treating, neutralizing, stabilizing, or
178 dispersing sewage generated in the vicinity, which system is not a part of or
179 connected to a sewage treatment works. C.R.S. 25-10-103(12)

180 **Percolation test** means a subsurface soil test at the depth of a proposed Irrigation
181 Area to determine the water absorption capability of the soil, the results of which
182 are normally expressed as the rate at which one inch of water is absorbed. The
183 rate is expressed in minutes per inch.

184 **Potable Water System** means a system for the provision of water to the public for
185 human consumption through pipes or other constructed conveyances, where
186 such system has less than fifteen service connections or regularly serves less
187 than an average of at least 25 people daily at least 60 days per year.

188 **Professional Engineer (P.E.)** means an engineer licensed in accordance with
189 section 12-25-1, C.R.S.

190 **Public Water System** means a system for the provision of water to the public for
191 human consumption through pipes or other constructed conveyances if such
192 system has at least fifteen service connections or regularly serves an average of
193 at least 25 individuals daily at least 60 days per year. A public water system is
194 either a community water system or a non-community water system. Such term
195 does not include any special irrigation district. Such term includes:

196 (a) Any collection, treatment, storage, and distribution facilities under
197 control of the supplier of such system and used primarily in connection
198 with such system.

199 (b) Any collection or pretreatment storage facilities not under such control,
200 which are used primarily in connection with such system.

201 **Regulation 86** means Colorado Department of Public Health and Environment
202 Water Quality Control Commission Regulation no. 86 – Graywater Control
203 Regulation, 5 CCR 1002-86.

204 **Single-family** means a detached or attached structure, arranged and designed as
205 a single-family residential unit intended to be occupied by not more than one
206 family and that has separate water and sewer services connections from other
207 dwelling units.

208 **Site Evaluation** means a comprehensive analysis of soil and site conditions for a
209 graywater Irrigation Area.

210 **Soil Horizon** means layers in the soil column differentiated by changes in texture,
211 color, redoximorphic features, bedrock, structure, consistence, and any other
212 characteristic that affects water movement.

213 **Soil Profile Test Pit** means a trench or other excavation used for access to
214 evaluate the soil horizons for properties influencing effluent movement, bedrock,
215 evidence of seasonal high ground water, and other information to be used in
216 locating and designing a graywater Irrigation Area.

217 **Soil Structure** means the naturally occurring combination or arrangement of
218 primary soil particles into secondary units or peds; secondary units are
219 characterized because of shape, size class, and grade (degree of distinctness).

220 **Suitable Soil** means unsaturated soil in which the movement of water, air, and the
 221 growth of roots is sustained to support healthy plant life and conserve moisture.
 222 Soil criteria for graywater subsurface irrigation are further defined in Attachment
 223 A: Graywater Design Criteria.,

224 **Subsurface irrigation** means a discharge of graywater into soil a minimum of four
 225 inches (4”) and no deeper than twelve inches (12”) below the finished grade.

226 **State** means the State of Colorado or any of its agencies.

227 **State Waters** means any and all surface and subsurface waters which are
 228 contained in or flow in or through this state, but does not include waters in
 229 sewage systems, waters in treatment works of disposal systems, waters in
 230 potable water distribution systems, and all water withdrawn for use until use and
 231 treatment have been completed.

232

233 **13.40.020 Abbreviations and Acronyms.** The following meanings are associated
 234 with the acronyms used in this chapter.

ANSI	American National Standards Institute
BK	Blocky
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
GR	Granular
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formerly known as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-Site Wastewater Treatment System(s)
PR	Prismatic

235

236

237 **13.40.030 Purpose, Applicability, and Compliance**

238 **(a) Purpose.** The purpose of this chapter is to:

239 (1) Establish a Graywater Control Program (Program) within the City of
 240 Grand Junction, Colorado.

241 (2) Reduce per capita water consumption in service of the City’s goals for
 242 water and wastewater management.

243 (3) Establish standards including requirements, prohibitions, and
244 recommendations, for the use of graywater; and for the location, design,
245 construction, operation, installation, and Modification of Graywater
246 Treatment Works.

247 (4) Establish allowed users and uses of graywater within the City of Grand
248 Junction.

249 (5) Assist the City in its effort to protect public health and water quality.

250 (b) Applicability. This Chapter applies to:

251 (1) Properties within the legal boundaries of the City as the same now exist
252 or as the boundary may change over time.

253 (2) This Chapter does not apply to:

254 (i) Discharges pursuant to a Colorado Discharge Permit System
255 (CDPS) or National Pollutant Discharge Elimination System Permit
256 (NPDES) permit;

257 (ii) Wastewater that has been lawfully treated and released to state
258 waters prior to subsequent use;

259 (iii) Wastewater that has lawfully been treated and used at a
260 Domestic Wastewater Treatment Works for landscape irrigation or
261 process uses;

262 (iv) On-site wastewater treatment works authorized under and
263 operating in accordance with Regulation #43 (5 CCR 1002-43);

264 (v) Reclaimed wastewater authorized under and operating in
265 accordance with Regulation #84 (5 CCR 1002-84);

266 (vi) Water used in an industrial process that is internally recycled in
267 accordance with applicable law;

268 (vii) Graywater research activities exempted from graywater control
269 regulations under C.R.S. 25-8-205.3; and

270 (viii) Lawful rainwater harvesting.

271 (c) Compliance.

272 All graywater uses and Graywater Treatment Works within the City's jurisdiction
273 must comply with the minimum requirements of this Chapter, all applicable state
274 and federal requirements for graywater system, and all requirements imposed by
275 Mesa County Colorado Health department.

276 (1) Any Graywater Treatment Works installed prior to the effective date of
277 this regulation must be able to demonstrate they meet the minimum
278 requirements of this Chapter.

279 (2) Should the City Program be revoked or rescinded by the City, all
280 Graywater Treatment Works in the City's jurisdiction must within 365 days:

281 (i) If applicable, be regulated by Mesa County under a graywater
282 control program by which the County assumes authority over the
283 existing Graywater Treatment Works; or

284 (ii) Be physically removed or permanently disconnected in
285 accordance with local or state regulations.

286 (3) Should a property with a lawful Graywater Treatment Works be de-
287 annexed from the City of Grand Junction, the property owner must within
288 365 days

289 i (i) Ensure the Graywater Treatment Works complies with the
290 controlling jurisdiction of the property; or

291 (ii) Ensure the Graywater Treatment Works is physically removed or
292 permanently disconnected in accordance with applicable local and
293 state regulations.

294

295 (4) Graywater may be used only as allowed under and by the City Program.
296 Unauthorized graywater use and discharge(s) are prohibited.

297 (5) All Graywater Treatment Works installed in the City must:

298 (i) meet all requirements of Regulation 86 as may be amended, and

299 (ii) City Building Code, and

300 (iii) and any applicable federal law, state, City, and Mesa County
301 requirements.

302 (6) Graywater Treatment Works are prohibited from being installed in
303 properties that have new or existing On-Site Wastewater Treatment
304 Systems\ . Connection of the Graywater Treatment Works to the Persigo
305 Wastewater Treatment Plant is a requirement to own/operate a Graywater
306 Treatment Works.

307

308 **13.40.040 Materials Incorporated by Reference**

309 (a) Design criteria incorporated by reference and cited herein are included in
310 Attachment A and are referred to herein as the Graywater Design Criteria.

311 (1) The Graywater Design Criteria shall be maintained in accordance with
312 Regulation 86, as amended and the most recent version of the International
313 Plumbing Code adopted by Mesa County.

314 (b) All materials referenced in and/or incorporated by reference in this ordinance
315 may be examined at gjcity.org or at the City Hall, Clerk's Office, 250 N 5th Street,
316 Grand Junction, CO 81501.

317

318 13.40.050 Permitting, Inspection and Approval

319 (a) Permitting. Prior to approval for use, all Graywater Treatment Works must be
320 approved by the City of Grand Junction.

321 (b) Inspection. Prior to approval for use, all Graywater Treatment Works must be
322 inspected, verified, and accepted by the City of Grand Junction.

323 (c) Operation and Maintenance (O&M) Manual, All graywater systems must have
324 an O&M manual. The O&M Manual shall fully comply with the O&M manual
325 requirements, specifications and content all as provided in the Graywater Design
326 Criteria.

327

328 13.40.060 Enforcement and Oversight

329 (a) Responsible Agency. The City Manager shall be responsible for oversight and
330 implementation of this Chapter including, but not limited to, review, inspection,
331 enforcement, tracking, and receipt of complaints.

332 (b) Enforcement. The City and its contractor the Mesa County Building
333 Department (Building Department) are authorized to perform inspections and take
334 enforcement actions to ensure compliance with this Chapter.

335 (1) Enforcement of this Chapter shall be in accordance with the duty(ies)
336 set forth in GJMC 15.08.020.

337 (2) The Applicant shall install and maintain any Graywater Treatment Works
338 within the City in accordance with the Graywater Design Criteria in
339 Attachment A. The City Manager is authorized to perform inspection(s) and
340 take enforcement action(s) to ensure compliance with this Chapter.

341 (3) The City shall provide an application for, and when a complete
342 application is made, filed and fees are paid, review the proposed Graywater
343 Treatment Works.

344 (4) The City shall review and approve, approve with conditions, or deny
345 each application within 30 days of the City determining the application to
346 be complete. An incomplete application will be denied.

347

348 **13.40.070 Reporting Requirements and Tracking System**

349 (a) Owners (or their Legally Responsible Party) of Category B and D Graywater
350 Treatment Works are required to provide an annual self-certification of the legal
351 status of their Graywater Treatment Works. The letter must contain the following:

352 (1) A statement indicating if the Graywater Treatment Works is still in
353 operation;

354 (2) A certification that the Graywater Treatment Works is being operated in
355 accordance with the operations and maintenance manual;

356 (3) A certification that no Modification(s) has(have) been made to the
357 Graywater Treatment Works. If Modification(s)has(have) been made to the
358 Graywater Treatment Works, the Modification(s) must be described in a
359 written statement.

360 (4) Written attestation that the Graywater Treatment Works is overseen by
361 an operator certified according to requirements of Regulation 100, 5 CCR
362 1003-2, if required.

363 (b) The owner or operator of a Graywater Treatment Works must report the
364 following information to the City of Grand Junction for inclusion in a tracking
365 system of Graywater Treatment Works. The information must be received within
366 30 days of the treatment works becoming operational:

367 (1) The legal address where the Graywater Treatment Works is located;

368 (2) The owner of the Graywater Treatment Works;

369 (3) A list of Graywater uses;

370 (4) A description of the Graywater Treatment Works; and

371 (5) Where required, the name and contact information for the certified
372 operator associated with the Graywater Treatment Works.

373 (c) The owner or operator of a Graywater Treatment Works must report changes
374 to any of these items must be reported to City of Grand Junction within 60 days
375 of the changes.

376

377

378 **13.40.080 Fees**

379 **(a) The City may impose fees for administration and oversight of the Graywater**
380 **Control Program.**

381 **(b) Plan Review Fees and Planning Clearance Fees, Building Permit and**
382 **Inspection Fees may be applicable as determined by the City Manager.**

383

384 **13.40.090 Graywater Use Categories.**

385 **The graywater use categories allowed are defined below. A Facility may have**
386 **multiple Graywater Treatment Works if all applicable use and design**
387 **requirements are satisfied.**

388 **(a) Category A: Single-family, subsurface irrigation**

389 **(1) Category A graywater use must meet the following:**

390 **(i) Allowed users: Single-family.**

391 **(ii) Allowed graywater sources: Graywater collected from bathroom**
392 **and laundry room sinks, bathtubs, showers, and laundry machines.**

393 **(iii) Allowed uses: Outdoor, subsurface irrigation within the confines**
394 **of the legal property boundary.**

395 **(iv) Design flow: The design flow for a single-family Graywater**
396 **Treatment Works shall not exceed 400 gallons per day (gpd).**

397 **(b) Category B: Non-single-family, subsurface irrigation, 2,000 gallons per day**
398 **(gpd) or less**

399 **(1) Category B graywater use must meet the following:**

400 **(i) Allowed users: Non-single-family users.**

401 **(ii) Allowed graywater sources: Graywater collected from bathroom**
402 **and laundry room sinks, bathtubs, showers, and laundry machines.**

403 **(iii) Allowed uses: Outdoor, subsurface irrigation within the confines**
404 **of the legal property boundary.**

405 **(iv) Design flow: The design flow for a non-single-family Graywater**
406 **Treatment Works shall not exceed 2,000 gallons per day (gpd) for**
407 **outdoor irrigation for the Facility.**

408 **(c) Category C: Single-family, indoor toilet and urinal flushing, subsurface**
409 **irrigation**

410 **(1) Category C graywater use must meet the following:**

- 411 (i) **Allowed users: Single-family.**
- 412 (ii) **Allowed graywater sources: Graywater collected from bathroom**
413 **and laundry room sinks, bathtubs, showers, and laundry machines.**
- 414 (iii) **Allowed uses: Indoor toilet and urinal flushing and outdoor,**
415 **subsurface irrigation within the confines of the legal property**
416 **boundary.**
- 417 (iv) **Design flow: The design flow for a single-family Graywater**
418 **Treatment Works shall not exceed 400 gallons per day (gpd) for all**
419 **approved uses.**

420

421 **(d) Category D: Non-single-family, indoor toilet and urinal flushing, subsurface**
422 **irrigation**

423 **(1) Category D graywater use must meet the following:**

- 424 (i) **Allowed users: Non-single-family users.**
- 425 (ii) **Allowed graywater sources: Graywater collected from bathroom**
426 **and laundry room sinks, bathtubs, showers, and laundry machines.**
- 427 (iii) **Allowed uses: Indoor toilet and urinal flushing and outdoor,**
428 **subsurface irrigation within the confines of the legal property**
429 **boundary.**
- 430 (iv) **Design flow: There is no maximum design flow for a non-single**
431 **family Graywater Treatment Works for indoor toilet and urinal**
432 **flushing. There is no maximum design flow for wastewater from the**
433 **Facility that can go to a Closed Sewerage System. The design flow is**
434 **limited to 2,000 gallons per day (gpd) or less for outdoor irrigation**
435 **for the Facility.**

436

437 **13.40.100 Design Criteria**

438 **(a) Design Criteria**

- 439 **(1) All Graywater Treatment Works must meet the requirements of the**
440 **Graywater Design Criteria in effect at the time of installation of the system.**
441 **The Graywater Design Criteria is included in Attachment A. Attachment A is**
442 **incorporated by this reference as if fully set forth.**

443 **(b) Sizing**

444 (1) Graywater Treatment Works must be sized appropriately using the flow
445 projection methods described in the Graywater Design Criteria.

446 (2) The size of Irrigation Areas must be determined using the sizing
447 protocols described in the Graywater Design Criteria.

448 **(c) System Modifications**

449 (1) Graywater Treatment Works requiring Modifications must be upgraded
450 to the requirements of the Graywater Design Criteria in effect at the time of
451 Modifications. All system Modifications must be approved by the City of
452 Grand Junction.

453

454 **13.40.110 Control Measures**

455 **(a) General control measures.**

456 **All Graywater Treatment Works and uses must be conducted in accordance with**
457 **the following control measures:**

458 (1) Graywater must be collected in a manner that minimizes the presence or
459 introduction of:

460 (i) Hazardous or toxic chemicals in the graywater to the greatest
461 extent possible;

462 (ii) Human excreta in the graywater to the greatest extent possible;

463 (iii) Household wastes; and

464 (iv) Animal or vegetable matter.

465 (2) Use of graywater is limited to the confines of the Facility from which the
466 graywater is derived.

467 (3) All graywater systems must have an operation and maintenance (O&M)
468 manual. The Graywater Treatment Works must be operated and maintained
469 in accordance with the O&M manual, including all manufacturer
470 recommended maintenance activities. See the Graywater Design Criteria
471 for O&M manual requirements.

472 (i) The O&M manual must remain with the Graywater Treatment
473 Works throughout the system's life and be updated based on each
474 Modification and approval made to the system.

475 (ii) The O&M manual must be transferred, upon change of ownership
476 or occupancy, to the new owner or tenant.

477 (iii) For Category D Graywater Treatment Works that have a capacity
478 to receive greater than 2,000 gallons per day (gpd), operational and
479 maintenance records must be maintained for a minimum of the past
480 five (5) years.

481 (4) The owner or operator of a Graywater Treatment Works must minimize
482 exposure of graywater to humans and domestic pets.

483 (5) Graywater use and Graywater Treatment Works must not create a
484 nuisance.

485 (6) Graywater may not be stored for more than 24 hours unless the
486 graywater has been treated by a Graywater Treatment Works. All Graywater
487 must be stored inside a tank(s) that meets the design requirements of the
488 Graywater Design Criteria.

489 (7) Temporary or semi-temporary connections from the Potable Water
490 System or public water system to the Graywater Treatment Works are
491 prohibited. Permanent connections from the Potable Water System or
492 public water system to the Graywater Treatment Works must meet the
493 design requirements of the Graywater Design Criteria.

494 (b) Subsurface irrigation system control measures. All subsurface irrigation
495 systems must be operated in accordance with the additional following control
496 measures:

497 (1) Agricultural irrigation with graywater is prohibited by Regulation 86 and
498 this Chapter.

499 (2) Irrigation with graywater is prohibited when the ground is frozen, plants
500 are dormant, during rainfall events, or the ground is saturated.

501 (3) Irrigation scheduling must be adjusted so that application rates are
502 closely matched with soil and weather conditions.

503 (4) Graywater must be applied in a manner that does not result in ponding,
504 runoff, or unauthorized discharge to state waters. For Dispersed
505 Subsurface Irrigation systems, the graywater must be applied at an
506 agronomic rate. For Mulch Basins systems, the graywater must not be
507 applied in excess of the soil adsorption rate.

508 (5) For Mulch Basin systems, Mulch must be replenished and undergo
509 periodic maintenance as needed to reshape or remove material to maintain
510 surge capacity and to prevent ponding and runoff.

511 (c) Control measures that apply to indoor toilet and urinal flushing graywater use
512 Indoor toilet and urinal flushing Graywater Treatment Works (Categories C and D)
513 must be operated in accordance with the following additional control measures.

514 (1) Graywater for toilet and urinal flushing use must be disinfected.

515 (a) Graywater Treatment Works that utilize chlorine for disinfection
516 must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free
517 chlorine residual throughout the indoor graywater plumbing system,
518 including fixtures.

519 (b) Single-family Graywater Treatment Works that utilize non-
520 chemical methods, such as UV, for disinfection must have a chlorine
521 puck present in each toilet or urinal tank.

522 (2) Graywater for toilet and urinal flushing must be dyed with either blue or
523 green food grade vegetable dye and be visibly distinct from potable water.

524

525 **13.40.120 Certified Operator of Category D Systems**

526 (a) Category D Non-single-family systems of over 2,000 gallons per day must be
527 operated by qualified personnel who meet any applicable requirements of
528 Regulation #100 the Water and Wastewater Facility Operators Certification
529 Requirements (5 CCR 1003-2).

530

531 **13.40.130 Nuisance**

532 (a) It shall be unlawful and constitute a nuisance for any person to erect, install,
533 or use a graywater system upon property located within the City without first
534 having obtained a building permit, issued pursuant to this Chapter, for an
535 approved, compliant graywater system.

536 (b) It shall be unlawful and constitute a nuisance for any person to collect or
537 cause to be collected graywater from any sources except as otherwise expressly
538 permitted under this Chapter.

539 (c) It shall be unlawful and constitute a nuisance for any person to use graywater,
540 or conduct any graywater activity, upon property located within the City for any
541 purpose except as otherwise expressly permitted this Chapter.

542 (d) It shall be unlawful and constitute a nuisance for any person to operate a
543 graywater system or subsurface irrigation system without implementing the
544 control measures provided in this Chapter.

545

546 **13.40.140 Remedies for Noncompliance**

547 (a) Compliance orders. Whenever the City determines that any activity is
548 occurring which is not in compliance with a building permit and/or the

549 requirements of this Chapter, the City may issue a written compliance order to
550 the Legally Responsible Party containing a compliance schedule (Schedule).

551 (1) The Schedule shall direct specific action(s) by the Legally Responsible
552 Party including dates for the completion of the action(s). It shall be
553 unlawful for any person to fail to comply with any compliance order.

554 (b) Suspension and revocation of permit. The City may suspend or revoke a
555 building permit for violation of any provision of this chapter, violation of the
556 permit, and/or misrepresentations by the permittee or the permittee's agents,
557 employees, or independent contractors.

558 (c) Stop work orders. Whenever the City determines that any activity is occurring
559 which is not in compliance with an approved permit and/or the requirements of
560 this chapter, the City may order such activity stopped upon service of written
561 notice upon the Legally Responsible Party. Any and all work or other activity(ies)
562 under, or in reliance on a permit having issued, shall immediately stop until
563 authorized in writing by the city to proceed.

564 (1) Service shall be by hand delivery or posting the property.

565 (2) If the Legally Responsible Party cannot be located, the notice to stop
566 shall be posted in a conspicuous place upon the property where the
567 activity is occurring.

568 (3) The notice shall state the nature of the violation.

569 (4) The notice shall not be removed until the violation has been cured or
570 authorization to remove the notice has been issued by the city.

571 (5) It shall be unlawful for any person to fail to comply with a stop work
572 order.

573 (d) Civil proceedings. In case of any violation of any provision of this chapter, or
574 any amendment thereof, the city may, at its discretion, initiate civil proceedings,
575 including administrative citations pursuant to chapter 8.25 of the GJMC
576 injunction, mandamus, abatement, declaratory judgment or other appropriate
577 actions or proceedings, to prevent, enjoin, abate, remove, or otherwise correct
578 any such unlawful condition. Civil remedies provided for under this section are
579 not exclusive and shall not preclude prosecution for criminal violations under the
580 provisions of this chapter.

581

582 13.40.150 Severability

583 (a) The provisions of this Chapter are severable. If any portion of this Chapter
584 should be declared invalid for any reason whatever, such decision shall not affect
585 the remaining portions thereof.

586

587

588

589 Introduced on first reading the ____ day of ____ 2022 and ordered published in
590 pamphlet form.

591

592 Adopted on second reading this ____ day of ____ 2022 and ordered published in
593 pamphlet form.

594

595

596 ATTEST:

597

598

599

600

601

602

603

Anna M. Stout
President of City Council

Amy Phillips City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: August 17, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning 18.98 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2981 B 1/2 Road and Setting a Public Hearing for September 7, 2022

RECOMMENDATION:

Planning Commission heard this item at its July 26, 2022, meeting and voted (6-1) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, CIA Investments, LLC, is requesting the rezone of one parcel totaling 18.98 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2981 B ½ Rd. The purpose of the rezone is to provide for medium-high density attached and detached dwellings, two-family dwellings, and multifamily. R-8 is a transitional district between lower density single-family districts and higher density multifamily or business development. A mix of dwelling types is allowed in this district.

The requested R-8 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium. R-8 zone districts serve as a transitional district, which may act as a buffer between lower density single-family and commercial zones.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises one parcel totaling 18.98 acres situated at 2981 B ½ Rd, just northeast of Hwy 50. The property is within the area included in the 2014 Orchard Mesa Plan. The subject site was annexed into the City in 2015 as part of the Morse Annexation and rezoned from a County RSF-R (Residential Single-Family Rural)

to a City R-4, under the 2010 Grand Junction Zoning and Development Code. In 2016, the property 2997 B ½ Rd underwent a Simple Subdivision (SSU-2016-28) to split the original 25.37 acres lot into two lots: Lot 1, 4.00 acres and the subject property, Lot 2, 18.98 acres, which is now addressed 2981 B ½ Rd.

As indicated, the subject site is currently zoned R-4 and at present does not contain any buildings or structures. The subject site is primarily surrounded by single family residential neighborhoods, open space, and undeveloped parcels.

The 2020 One Grand Junction Comprehensive Plan classifies the subject property and several adjacent properties to the south and southeast Residential Medium. The Comprehensive Plan classified the areas directly to the west, east, and north of the subject site as Residential Low.

Under the Grand Junction Municipal Code, the zone districts that may implement the Residential Medium Land Use classification include R-8 (Residential 8 du/ac), R-12 (Residential 12 du/ac), CSR (Community Services and Recreation), MXR-3 (Mixed Use Residential-Medium), MXG-3 (Mixed Use General-Medium), and MXS-3 (Mixed Use Shopfront-Medium) zone districts. The current zoning, R-4, does not implement the Comprehensive Plan. A rezone to R-8 will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan.

The Applicant is now requesting a rezone to R-8, which could increase the availability of medium density housing stock within Orchard Mesa. According to the General Project Report, the objective of the rezone is to increase residential density for the potential development in a suburban infill area to counter the housing shortage currently being experienced in the City.

If the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Subdivision Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 19, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were approximately 25 participants in attendance, including the Representative, City Staff and the Developer.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on May 2, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on July 15, 2022. The notice of the Planning Commission public hearing was published on July 19, 2022, in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

(1) Subsequent events have invalidated the original premises and findings; and/or

The 2020 One Grand Junction Comprehensive Plan designates the subject property for Residential Medium land uses. The Applicant's request to rezone the property to R-8 facilitates the desired development pattern identified in the Comprehensive Plan, which anticipates more medium-density housing in this area. Moreover, the Comprehensive Plan does not identify the current zoning, R-4, as a valid zoning district for the designated land uses. While the land use designation for this site has not changed dramatically from the 2010 Comprehensive Plan Residential Medium Low to the 2020 Comprehensive Plan Residential Medium, the density range for Medium Residential changed from 4-8 du/ac to 5.5-8 du/ac. This change to the Comprehensive Plan constitutes a subsequent event that invalidates the original premise of the zoning, which was in alignment with the density ranges from the 2010 Comprehensive Plan. At first glance, it seems that the Residential Medium Future Land Use Designation of the parcel is out of place since it abuts a development with a Future Land Use Designation of Residential Low. It should be clarified that the plan for the Orchard Mesa area was to designate parcels south of B 1/2 Rd and west of 30 Rd as Residential Medium to limit the expansion of high intensity growth and preserve the agricultural reserves to the east and the low residential parcels to the north. The developments south of B 1/2 with a Future Land Use Designation of Low were designated as such because the developments preceded the adoption of both the 2010 Comprehensive Plan and the 2020 Comprehensive Plan and were developed at lower intensities. It was decided that these developments would receive a Residential Low to avoid future upzonings and preserve the integrity of these neighborhoods and protect the existing property owners. But had these parcels been undeveloped at the time, they would have been designated Residential Medium.

Therefore, staff finds this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Since the subject site was initially annexed in 2015, there has been relatively few large-scale development activity in the area surrounding or near the site. The majority of development activity taking place since 2015 are planning clearances for single-family houses and fence permits in the neighboring subdivisions. Therefore, it is premature to conclude that the area has changed dramatically enough in character to warrant a rezone. As such, staff finds this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Adequate public infrastructure and community facilities and services are available and sufficient to serve uses associated with the R-8 zone district. The subject site is currently served by Ute Water District, City of Grand Junction Sewer District, the Orchard Mesa Drainage District, the Orchard Mesa Irrigation Company, and Grand Valley Power. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process. There is a 24" and 8" waterline in B ½ Rd and a 4" water line in 30 Rd. As mentioned, the property is located within the 201 Persigo boundary and there is a 10" sanitary sewer line that runs along the western perimeter of the property, as well as another 10" sanitary sewer line in B ½ Rd.

Multimodal access is sufficient. The property fronts two minor arterials, B ½ Rd. and 30 Rd. Any subsequent subdivision proposal will require a stub street to 215 30 R. to the south, which will create increased street connectivity that will help decrease and direct traffic off arterial streets, contributing to more efficient travel through the availability of continuous and more direct routes. Additionally, there are two proposed Active Transportation Corridors along the property: 1) a proposed on-street corridor along B ½ and 2) a proposed trail along the drainage way that runs along the western perimeter of the property. Additionally, the Active Transportation Corridor Plan indicates a proposed off-street trail along the applicant's west property line. Construction of a 10' wide concrete trail within a 15' Trail Easement is required by the applicant as part of the development. Based on the preceding information, staff finds this criterion has been met

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There are some differences between the R-4 and R-8 zone districts as they relate to the types of permitted primary and secondary land uses and the general development characteristics. The R-8 zone district accounts for approximately nine percent of City zoned land, whereas the R-4 zone district accounts for approximately 10 percent of City zoned land.

There are approximately 234 acres within the immediate vicinity that have a Future Land Use Designation of Residential Medium. Currently, there are no parcels within the immediate vicinity that are zoned R-8 or within a mile of the property as measured from all sides. As such, there is a deficit of zone districts that are also able to implement the Residential Medium Future Land Use Designation. Therefore, Staff finds that this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The rezone criteria provide that the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan. Staff finds the request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers.

- i. Tier 1: Urban Infill
- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

The subject property is located within the Tier 2 – Suburban Infill tier as identified on the City’s Growth Plan. Rezoning to R-8 opens up opportunities for more compact development and medium density uses in an area that the 2020 Comprehensive Plan identifies as a priority for infill. As stated in the 2020 Comprehensive Plan, development of parcels located within Tier 2 will provide development opportunities while minimizing the impact on infrastructure and City services. Rezoning to R-8 may help direct any potential future medium-density development to an area that has adequate public infrastructure and amenities to accommodate that growth. Therefore, Staff finds this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Chipeta Hollows Rezone, RZN-2022-298, rezoning one parcel totaling 18.98 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) for the property located at 2981 B ½ Rd., the following findings of fact have been made:

- 1. The requested zone is consistent with the goals and policies of the Comprehensive Plan; and
- 2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria has been met.

Therefore, staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance to rezone the property located at 2981 B 1/2 Rd from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), pass for publication in pamphlet form and to set a public hearing for September 7, 2022.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Maps
3. Exhibit 3. Neighborhood Meeting Documentation
4. Exhibit 4. Public Comment
5. Exhibit 5. Draft Ordinance

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation <input style="width: 280px; height: 25px;" type="text" value="Residential Low"/>	Existing Zoning <input style="width: 220px; height: 25px;" type="text" value="R-4"/>
Proposed Land Use Designation <input style="width: 280px; height: 25px;" type="text" value="Residential Medium"/>	Proposed Zoning <input style="width: 220px; height: 25px;" type="text" value="R-8"/>

Property Information

Site Location: <input style="width: 420px; height: 25px;" type="text" value="2981 B 1/2 Road"/>	Site Acreage: <input style="width: 240px; height: 25px;" type="text" value="Approx. 18.98 Acres"/>
Site Tax No(s): <input style="width: 410px; height: 25px;" type="text" value="2943-294-48-002"/>	Site Zoning: <input style="width: 250px; height: 25px;" type="text" value="R-4"/>
Project Description: <input style="width: 770px; height: 25px;" type="text" value="To rezone 18.98 acres from R-4 to R-8, in conformance with the 2020 Comprehensive Plan."/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

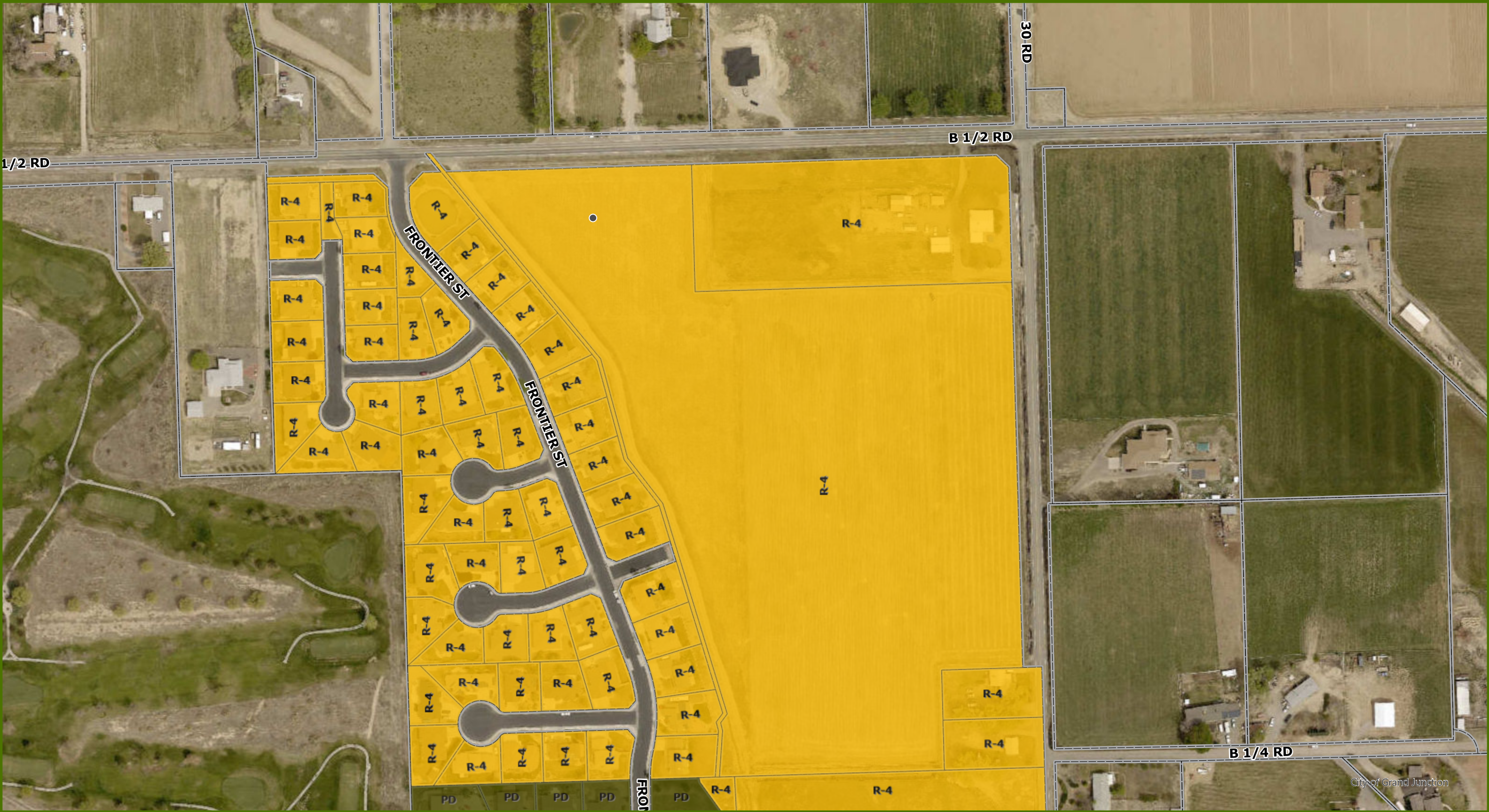
Signature of Person Completing the Application <input style="width: 150px; height: 25px;" type="text" value="Tracy States"/>	Digitally signed by Tracy States Date: 2022.04.15 10:12:31 -06'00'	Date <input style="width: 140px; height: 25px;" type="text" value="April 15, 2022"/>
Signature of Legal Property Owner <input style="width: 420px; height: 30px;" type="text" value="Charlie Gechter"/>		Date <input style="width: 140px; height: 25px;" type="text" value="April 15, 2022"/>

Location Map



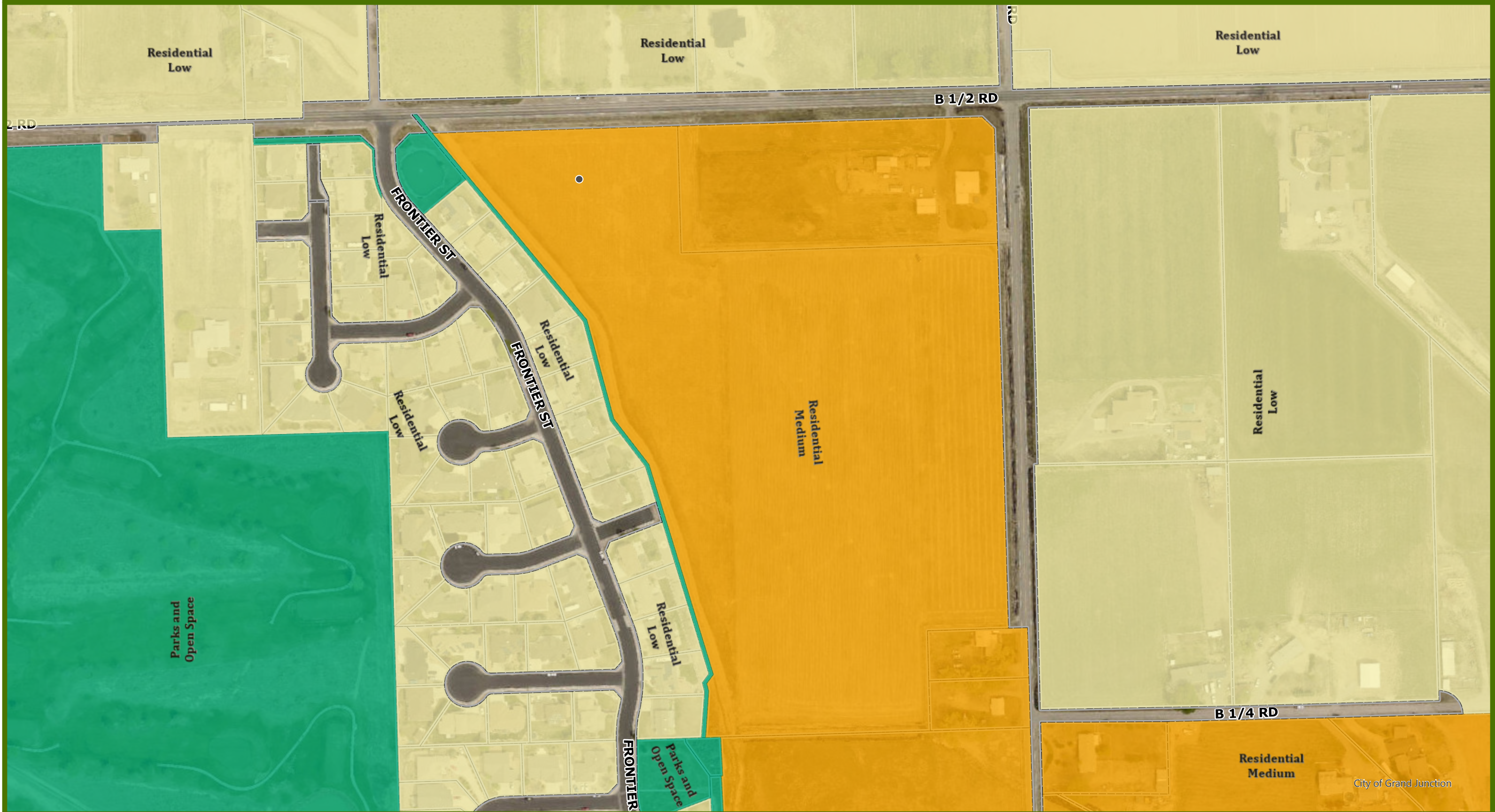
Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

Existing Zoning



Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

2020 Comprehensive Plan Designation



Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

General Project Report

**CIA Investments LLC Rezone
2981 B 1/2 Road, Grand Junction, CO
Parcel No. 2943-294-48-002**

April 20, 2022

Prepared for:

**CIA Investments LLC
218 Easter Hill Drive, Grand Junction, CO 81507**

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The parcel is located at 2981 B ½ Road, on the south of B ½ Road with frontage along 30 Road (Parcel No. 2943-294-48-002).

2) Acreage: The subject parcels contain approximately 18.98 acres.

3) Proposed Use: This submittal is for the Rezoning of the parcel from R-4 to R-8. The future land use is Residential Medium (5.5-12/DU/Acre). The proposed R-8 zoning meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current R-4 zoning does not meet the intent of the 2020 Comprehensive Plan.

B. Public Benefit

The proposed Rezone will provide medium density, single family residential lots needed to keep up with growth and demand for housing.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on Tuesday, April 19, 2022. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-8 zoning is an appropriate district for the Residential Medium category of the Comprehensive Plan.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of large lot/AG and, low to medium density residential, as well as commercial uses along the Hwy 50 Corridor to the south. Chipeta Golf Course and Mesa View Elementary are also in the immediate vicinity.

3) Site access and traffic patterns:

Not applicable for this submittal.

4) Availability of utilities, including proximity of fire hydrants:

The subject parcel is served by the following:

- Ute Water
- City of Grand Junction Sewer
- Orchard Mesa Irrigation District
- Xcel Energy (Gas & Electric)
- City of Grand Junction Fire – Station 4
- Spectrum/Charter

CenturyLink/Lumen

A Fire Flow Form will be obtained at the Preliminary/Final submittal stage.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Rezone will have no adverse effect on public facilities.

7) Hours of operation:

Not applicable.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The Rezone request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the rezoning of this property.

- (v) **Received all applicable local, State and federal permits.**
All applicable permits will be obtained for this project.

Section 21.02.140 Code amendment and rezoning:

(a) **Approval Criteria.** In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

- (1) Subsequent events have invalidated the original premises and findings; and/or**

The proposed Rezone request to the R-8 zone district will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current-4 zoning does not implement the plan.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or**

The amendment would allow the continuation of medium density, attainable, quality housing and is consistent with the Comprehensive Plan.

- (3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or**

Public and community facilities are existing and adequate and will support medium density residential developments and are not affected as a result of the Rezone request.

- (4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or**

This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of medium density development parcels in this area to meet demand.

- (5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.**

The area will benefit with the development of medium-density residential development and the extension of services.

F. Development Schedule

Not applicable for this submittal.

LEGAL DESCRIPTION

**Lot 2 of
MORSE SUBDIVISION,
County of Mesa, State of Colorado**

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) CIA Investments LLC ("Entity") is the owner of the following property:

(b) 2981 B 1/2 Road, Grand Junction, CO

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Member for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) None

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative:

[Handwritten signature]

Printed name of person signing: Charlie Gechter, Member of GREA LLC, a Colorado Limited Liability Company as

State of Colorado)

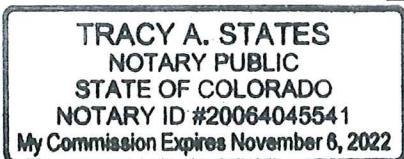
County of Mesa) ss.

Subscribed and sworn to before me on this 15th day of April, 20 22

by Charlie Gechter, Member of GREA LLC, a Colorado Limited Liability Company as Member of CIA

Witness my hand and seal.

My Notary Commission expires on Nov 6, 2022



[Handwritten signature]

Notary Public Signature

RETURN RECORDED DOCUMENT TO:
CIA Investments LLC, a Colorado Limited Liability Company
218 Easter Hill Drive, Grand Junction, CO 81507

Document Fee: \$86.50

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 25th day of February, 2022, is made between **William L. Morse Trust Dated September 29, 2009** ("Grantor"), duly organized and existing under the laws of the State of Colorado

AND

CIA Investments LLC, a Colorado Limited Liability Company ("Grantee"), duly organized and existing under the laws of the State of Colorado, whose legal address is 218 Easter Hill Drive, Grand Junction, CO 81507.

WITNESS, that the Grantor(s), for and in consideration of **EIGHT HUNDRED SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$865,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, **IN SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:

**Lot 2 of
MORSE SUBDIVISION,
County of Mesa, State of Colorado**

ALSO KNOWN AS: **2981 B 1/2 Road, Grand Junction, CO 81503**

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, **warrants title to the same against all persons claiming by, through or under the Grantor**, subject to **the Statutory Exceptions**

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

William L. Morse Trust Dated September 29, 2009


Timothy L. Morse, Trustee

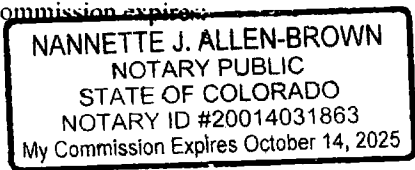
State of: **Colorado**

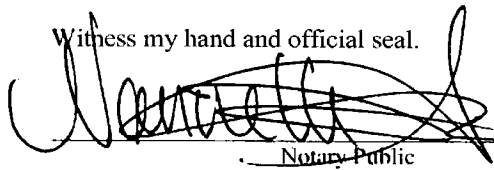
||
|| ss.
||

County of: **Mesa**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **February 25, 2022**, by **Timothy L. Morse** as trustee of the **William L. Morse Trust Dated September 29, 2009**

My Commission expires:



Witness my hand and official seal.

Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

After Recording Return To:
CIA Investments LLC
218 Easter Hill Drive
Grand Junction, CO 81507

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: CIA Investments LLC
2. The Entity is a: Limited Liability Company
3. The Entity is formed under the laws of: Colorado
4. The mailing address for the entity is:

218 Easter Hill Drive
Grand Junction, CO 81507
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
GREA LLC, a Colorado Limited Liability Company, Member
O'Leary Investments, LLC, a Colorado Limited Liability Company, Member
Trim Concepts LLC, a Colorado Limited Liability Company, Member
6. The authority of the foregoing person(s) to bind the entity: **not limited**
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: February 25, 2022

CIA Investments LLC

Charlie Gechter, Member of
GREA LLC, a Colorado Limited Liability Company

STATE OF: Colorado

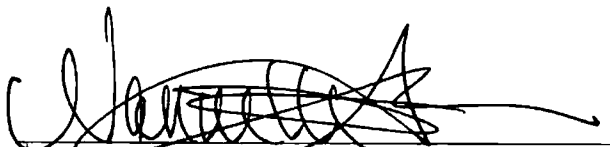
COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this 25th day of February, 2022, by Charlie Gechter as Member of GREA LLC, a Colorado Limited Liability Company as Member of CIA Investments LLC, a Colorado Limited Liability Company

Witness my hand and seal.

My commission expires:

NANNETTE J. ALLEN-BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014031863
My Commission Expires October 14, 2025


Notary Public

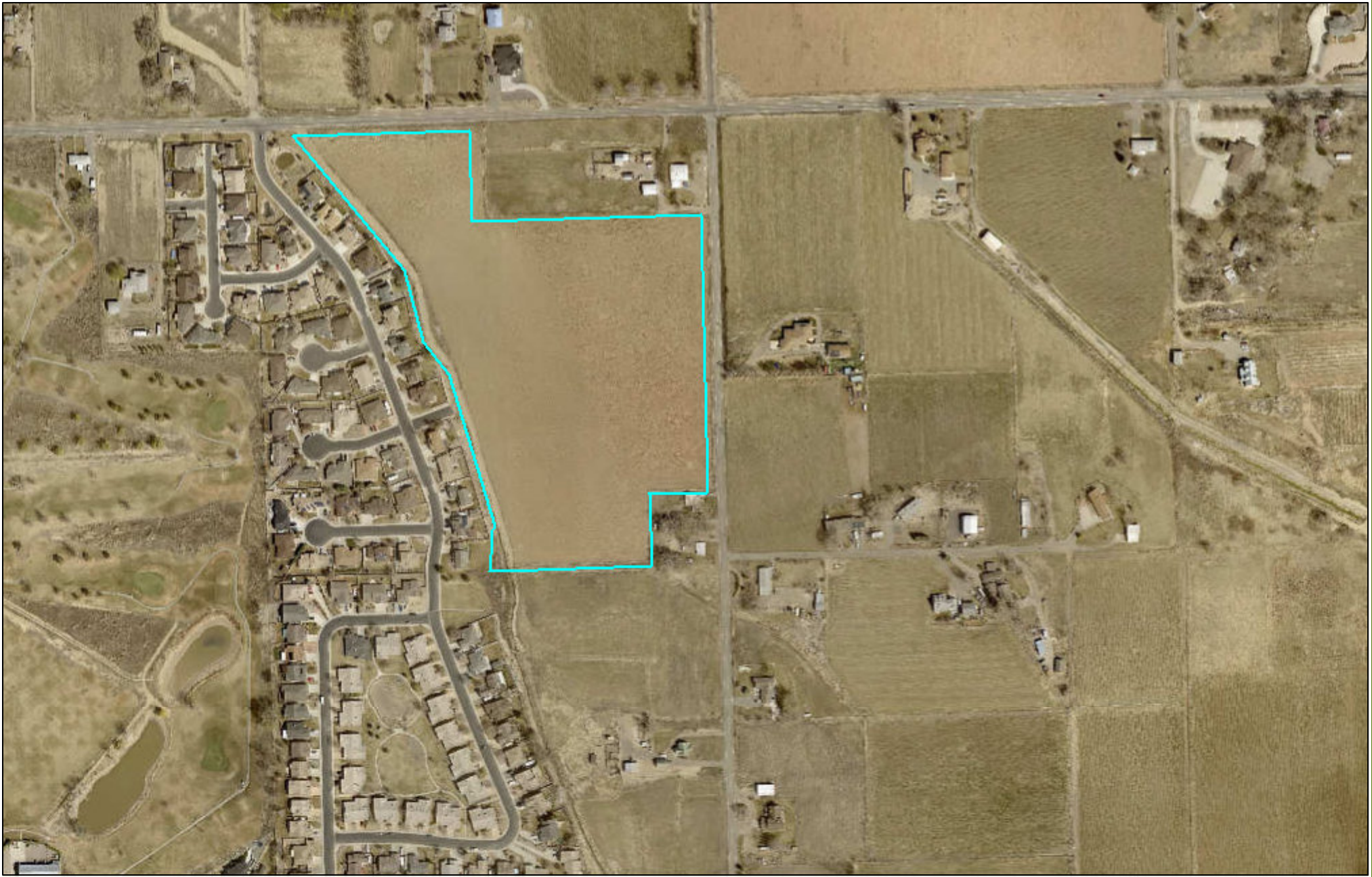
Comprehensive Future Land Use Map



Printed: 7/21/2022

1 inch = 376 feet

Site Map

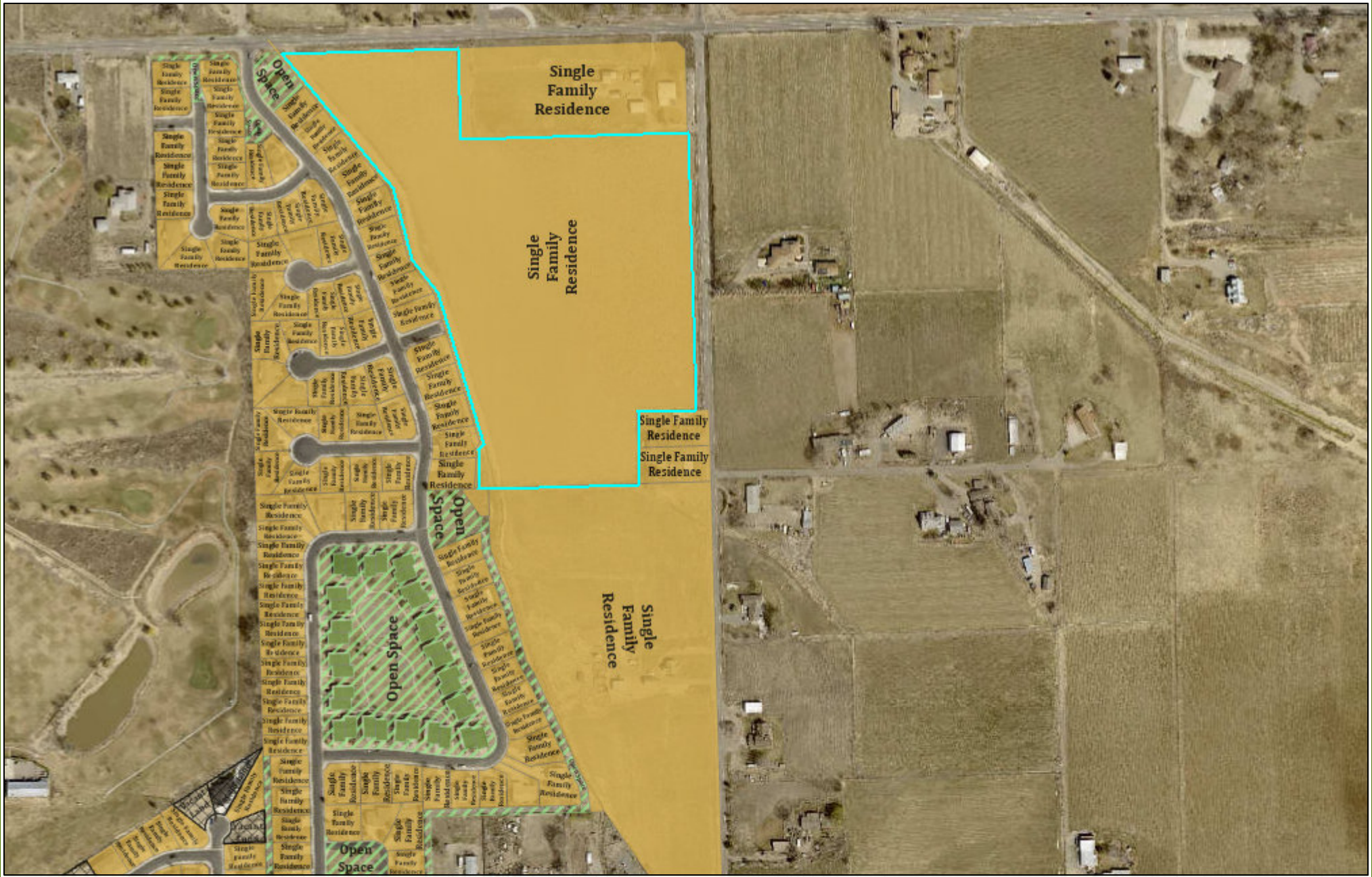


Printed: 7/21/2022

1 inch = 376 feet



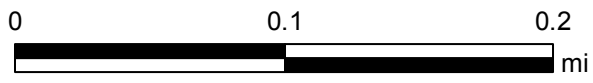
Vicinity Map



Printed: 7/21/2022

1 inch = 376 feet

Zoning Map



Printed: 7/21/2022

1 inch = 376 feet





**2981 B ½ Road, REZONE
(Parcel No. 2943-294-48-002)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, APRIL 19, 2022, @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, April 19, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on April 8, 2022, per the mailing list received from the City of Grand Junction. There were 25 +/- attendees including Tracy States, Project Coordinator, with River City Consultants, Dani Acosta, Associate Planner with the City of Grand Junction, and Wendi Gechter, representing the developer. There were 20 +/- neighbors in attendance.

The meeting began at approximately 5:30 PM. Tracy States explained where the project was located, that the existing zoning of R-4 and did not implement the 2020 Comprehensive Plan future land use of Residential Medium and so a R-8 zone district was being requested to bring the property into compliance. She explained that there was no development plan to present and that a separate neighborhood meeting would be held when a plan was prepared and that up to 151 units could be developed on the acreage. She also explained that it would likely develop around 5.5 to 6 DU/acre by the time stormwater management and infrastructure was accounted for. Ms. States then opened the meeting for questions/discussion.

There was a lot of discussion on how the neighbors did not feel that Residential Medium was the right fit for the area, adjacent to Residential Low. Many of the attendees did not want to see the density increased from the current R-4 zoning and could not understand how the City thought the Residential Medium designation was a good plan for this parcel. Tracy explained that the 2020 Comprehensive Plan guided the R-8 zone request as R-4 zoning did not implement the minimum 5.5 DU/acre minimum density. Ms. States also offered that the 2020 Comprehensive Plan was vigorously vetted with numerous community meetings to gather public input and was publicly adopted by the City Council at a public hearing.

Dani Acosta asked to be made the host so she could address the Comp Plan and explain how the plan arrived at the Residential Medium designation for the area. Ms. Acosta explained the Residential Medium areas were buffers between the commercial areas along the Hwy 50 corridor and lower density residential to the north. She explained the vision and that the 2020 Comprehensive Plan was to guide the vision of development for the designated areas. The attendees that were vocal still disagreed with the designation of this parcel. There was also some discussion on the pedestrian path along the canal that would be required of the developer. The neighbors said the irrigation company would oppose this. Ms. Costa advised that the irrigation company would have the opportunity to review and comment on the proposal.

There were some other, general concerns/questions regarding traffic both along B ½ Road and the creation of traffic onto Frontier Street through the stub of Comanche Court. Ms. States explained that the access point had not yet been determined and that would be worked out in the next step of the process. She reiterated another neighborhood meeting would be held when a plan was available to present.

Other questions were what type of housing would be built and would the wildlife that passes through the area be considered. Wendi Gechter introduced herself and told the attendees a little about BOA Builders and their developments in Grand Junction and Fruita. Ms. Gechter advised that there are other investors involved with the project so the plan may differ a little from what BOA has been producing. She offered that there would be no low-income housing when asked and no apartments, which Ms. States had previously stated. Ms. States explained that the plan, once submitted to the City, would be sent out to numerous review agencies and that Parks and Wildlife would have the opportunity to review and comment. She offered that there were no drainage or wetland corridors within the parcel. She also explained that the project would be available for public review on the City's website.

The process was explained by both Ms. States and Ms. Acosta and the neighbors were told that for the Rezone, they would have the opportunity to speak at both the Planning Commission and City Council public hearings which they would be notified of the dates. Ms. Acosta stated the City would recommend approval of the request as it conforms with the intent of the Comprehensive Plan. Ms. States explained that once the Rezone was complete the rest of the process would be administrative, but the public would still have the opportunity to review the proposed subdivision submittal through the City website. The attendees were advised they could also find email contact information for the Planning Commissioners and City Council members on the City website.

The meeting adjourned at approximately 6:30 PM.

- **B1/2** is the principle east-west road in Orchard Mesa. It has a high traffic flow and has had little change over the past two decades even with the growth of the area. There are limited shoulders and only two left turn lanes between CO141 west to US50. **30 Road** runs south to north along what would be the area's eastern boundary. It is very narrow and in poor condition.
- While there is some employment in our area particularly along US50, **most employment is found to the north across the Colorado River**, and that creates another serious issue. There are only three bridges and only US50 has four lanes. Adding traffic from a new area designed for a greater population will make those crossings a further nightmare.
- **The added population** would have an effect on the area schools as well as public services – all these representing costs for us all.
- I feel the need to also point out **the absence of any parks, recreational areas or other community benefit services**. The one exception seems to be a branch library.

Whatever takes place will be based on a decision made by Grand Junction authorities. Given the nature of the area of Orchard Mesa, providing the type of housing I fear most, comes from our present municipal leadership which is caught up in profit-making by companies such as BOA Construction. The leadership is choosing to not consider the nature of the housing in this area nor making an effort to uphold property value and the quality of life. – Report provided by Vern Hill, May 1, 2022.




Shadow Mesa "Patio Homes" under construction on B $\frac{1}{4}$ Road

From: Bb Miles
To: Daniela Acosta
Subject: RZN-2022-298 Chipeta Hollow Rezone
Date: Friday, July 22, 2022 4:25:46 PM
Attachments: [C:\Users\Bb Miles\Documents\RZN-2022-298\2022-07-22\2022-07-22 4:25:46 PM\2022-07-22 4:25:46 PM - External Sender - Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - *.docx](#)

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Bb Miles <bbmiles2go@gmail.com>

4:25 PM (1 minute ago)  Reply

to daniella



NOTICE OF PUBLIC HEARING
An application for the following rezoning has been received and reviewed in accordance with public hearing and final resolution.

PLANNING COMMISSION
TUESDAY, JULY 26, 2022 at 5:30 PM
CITY COUNCIL
Wednesday, August 3, 2022 at 5:00 PM

- Attend the meeting at City Hall, 2620 W 9th Street
- Meeting information will be available online at www.co.gov/development
- Comments to address by 5:00 PM on July 29, 2022
- Comment by phone (970) 620-9000 and enter 2981
- Attend meeting. Register online: <https://bit.ly/2Q8C238>
- For information on the City Council hearing call community@co.fremont.co.us or call 970.244.2222

RZN-2022-298 - Chipeta Hollow Rezone
2981 W 9th Road
Consider a rezoned by O&A Investments, LLC to rezone 18.98 acres from R-4 (Residential 4-Unit) to R-8 (Residential 8-Unit) located at 2981 W 9th Rd.

For more: Daniela.Acosta@co.fremont.co.us
Email: daniella@co.fremont.co.us

We are writing as homeowners just to the immediate west, Chipeta Glenn, of this proposed development to object to the conversion of this development from R-4 to R-8 zoning.

There is insufficient infrastructure in place for the area east of 29 RD @ B 1/2 Rd. for this type of development, and this is not the proper location for such a development. The current R-4 zoning will maintain the character and stability of the area and the single family homes which exist to the east of this proposed development.

Chipeta Glenn is R-4, and we can't imagine if our home and our immediate two neighbors were all actually 6 homes sharing the same space.

R-4 zoning supports the growth management plan that you yourself indicated is what drew you to Grand Junction. We, just like you, moved to Grand Junction for the high quality of life, and the wonderful amenities. While we understand that housing shortages exist in Grand Junction it does not mean that planners should abandon a thoughtful and strategic plan for growth.

Physically look at this property and the homes to its east and you will see that maintaining a R-4 zoning plan is what is best for the "entire" affected community. The Orchard Mesa area is growing, however, this growth should be focused on the long term desirability of the area and not just the short term effect of irresponsibly jamming in more homes than the area will support.

I do fear that the failure to maintain the integrity of the area and its growth will result in this area selling lower end homes that will fall into disrepair and be reflective of the Grand JUNCTION designation that much of Grand Junction suffers from.

Please maintain the R-4 zoning for the Chipeta Hollow development and deny their request to rezone the property to R-8.

Thank you,

Barbara and Mark Miles
239 Papago St.
Grand Junction, CO 81503

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING LOT 2 OF
MORSE SUBDIVISION 2981 B ½ RD FROM R-4 (RESIDENTIAL 4 DU/AC) TO R-8
(RESIDENTIAL 8 DU/AC)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (“Code”), the Grand Junction Planning Commission recommended zoning Lot 2 Of Morse Subdivision to the R-8 (Residential 8 du/ac) zone district. The Planning Commission found that the R-8 zoning is consistent with the Code, it conforms to and is consistent with the Future Land Use Map designation of Residential Medium of the Comprehensive Plan and the Comprehensive Plan’s goals and policies and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential 8 du/ac) zone district is in conformance with at least one of the stated criteria of §21.02.140 of the Grand Junction Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

Lot 2 Of Morse Subdivision is and shall be zoned R-8 (Residential 8 du/ac) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this 3rd day of August 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 17, 2022
Presented By: Trent Prall
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Safe Streets and Roads for All (SS4A) Action Plan Grant Memorandum of Agreement Between the City of Grand Junction, City of Fruita, Town of Palisade and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign a Memorandum of Agreement with City of Fruita, Town of Palisade and Mesa County regarding the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant

EXECUTIVE SUMMARY:

This memorandum of agreement (MOA) formalizes a fiscal partnership and commitment between the City of Grand Junction, City of Fruita, Town of Palisade, and Mesa County to apply for the SS4A grant program in an effort to fund and develop a Comprehensive Safety Action Plan for the aforementioned entities and other partners affiliated within the Grand Valley Metropolitan Planning Organization (MPO) as spearheaded by the Mesa County Regional Transportation Planning Office (MCRTPO).

BACKGROUND OR DETAILED INFORMATION:

The Safe Streets and Roads for All Grant program (SS4A) is represented as a "once-in-a-generation funding opportunity" by the U.S. Department of Transportation (USDOT) as part of their Safe System Approach (SSA) to roadway safety. This approach incorporates Vision Zero, Towards Zero Deaths, Complete Streets, and other proven countermeasures in the effort to eliminate fatal and serious injuries for all roadway users.

This grant opportunity pledges a minimum of \$1 billion annually for fiscal years FY22-26 with at least 40% of the annual funding awarded for Action Plan Grants and

supplemental action plan activities. The remaining balance of the annual funding will be available for Implementation Grants. Implementation Grants will not be awarded without a comprehensive safety action plan in place, and will not be awarded concurrently with action plan grants.

Currently, the City of Grand Junction does not have a comprehensive safety action plan, nor do any of the other entities affiliated with the GVMPO. Based on this "gap" in policy, this grant now provides a unique opportunity to partner with these entities and create a plan that benefits not only the City of Grand Junction, but the entire Grand Valley and beyond, via a safer, more homogeneous, roadway experience for all users in the region.

Once a comprehensive safety action plan is developed, the City, and other Grand Valley entities, would be eligible to apply for Implementation Grants.

The Grant, if awarded, would develop a comprehensive Vision Zero Plan (Action Plan) which includes:

- A) Project management and coordination;
- B) Goal-oriented commitment from local leadership;
- C) The establishment of a plan task force;
- D) Robust stakeholder outreach and inclusive public engagement;
- E) Comprehensive analyses on safety data, demographic data, policies, and best practices;
- F) The creation of a toolbox that will address solutions at the local level on policies, process, and design; and
- G) A transparent and continued evaluation to measure progress over time.

If the Grant is awarded, the agreement would be in effect until the completion of the scope of work contemplated under the grant.

FISCAL IMPACT:

The application for this grant will be led by the MCRTPO with the support of the signatories of this MOA in partnership with Colorado Department of Transportation (CDOT) - Region 3. The local match for the grant request is 20%. The City's current financial commitment distribution for GVMPO funding is 9.42%. Based on a total project budget of \$325,000, the City's share would be \$30,615.00.

If City Council approves this action, the City's proposed match of \$30,615.00 required in 2023 will be included in the proposed 2023 Budget.

SUGGESTED MOTION:

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Agreement with City of Fruita, Town of Palisade and Mesa County regarding the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant.

Attachments

1. AGR-SS4A MOA 081122

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION,
CITY OF FRUITA, TOWN OF PALISADE,
AND COUNTY OF MESA, COLORADO**

FY 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN GRANT

The parties to this Memorandum of Agreement ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (hereinafter referred to as COUNTY); the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado; the City of Fruita, Colorado, a Colorado Municipality, acting through the City Council of the City of Fruita, Colorado; and the Town of Palisade, Colorado, a Colorado Municipality, acting through the Board of Trustees of the Town of Palisade, Colorado (hereinafter collectively referred to as MUNICIPALITIES).

WHEREAS, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in the best interest of all parties and that the undertaking will benefit the public; and

WHEREAS, this AGREEMENT is only in effect if funds for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant are awarded; and

WHEREAS, the COUNTY has agreed to serve as the fiscal agent for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant.

NOW THEREFORE, the COUNTY and MUNICIPALITIES agree as follows:

- I. Introduction
Both the COUNTY and MUNICIPALITIES ("PARTIES") have an interest in eliminating the number of deaths and injuries on their roadways. The PARTIES recognize that cooperative planning and spending can maximize the community's resources that are available for improvements and strive to partner on the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant (Grant).

- II. Purpose
The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete the Grant. This AGREEMENT also establishes the intention of the MUNICIPALITIES to provide matching funds for the Grant if awarded.

The Grant includes a comprehensive Vision Zero Plan (Action Plan) which includes:

- A) Project management and coordination;
- B) Goal-oriented commitment from local leadership;
- C) The establishment of a plan task force;
- D) Robust stakeholder outreach and inclusive public engagement;
- E) Comprehensive analyses on safety data, demographic data, policies, and best practices;
- F) The creation of a toolbox that will address solutions at the local level on policies, process, and design; and
- G) A transparent and continued evaluation to measure progress over time.

If the Grant is awarded, the agreement is in effect until the completion of the Grant.

III. Procedure

- A) If the Grant is awarded, the PARTIES will include funds in their 2022/2023 budget for the local match of the Grant as shown below:

Project Budget

	Financial Contribution	% of Total Project Cost
Federal Share	\$260,000	80%
Local Match	\$65,000	20%
Mesa County	\$30,615	9.42%
City of Grand Junction	\$30,615	9.42%
City of Fruita	\$2,665	0.82%
Town of Palisade	\$1,105	0.34%
Total Project Cost	\$325,000	100%

- B) The PARTIES agree that the spirit of this Agreement is for all PARTIES to continue funding the Project until it is completed. However, all expenditures of funds by any of the PARTIES are subject to annual appropriations pursuant to Colorado law.
- C) The PARTIES will co-manage the Grant. A Technical Team will consist of staff designated respectively by the PARTIES and other community stakeholders. The Project Manager for the Grant will be the COUNTY Regional Transportation Planning Office. The PARTIES will perform their respective public relations coordinated through the Project Manager.

- D) Payments to the consultant selected will be through the COUNTY Regional Transportation Planning Office.

IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the MUNICIPALITIES, 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 Project Manager with the intention to do so and fulfillment of all outstanding legal and financial obligations.
- C) This AGREEMENT creates no rights to any third party.
- D) The COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) The person signing this AGREEMENT hereby warrants that he or she has the legal authority to execute this AGREEMENT on behalf of his or her respected Party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.

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

MESA COUNTY

Cody Davis, Chair
Mesa County Board of Commissioners

ATTEST: Tina Peters, Clerk & Recorder
Date: _____

CITY OF GRAND JUNCTION

Anna Stout, Council President
Grand Junction City Council

ATTEST: Amy Phillips, City Clerk
Date: _____

CITY OF FRUITA

Michael Bennett
Fruita City Manager

ATTEST: Margaret Sell, Finance Director
Date: _____

TOWN OF PALISADE

Greg Mikolai, Mayor
Palisade Board of Trustees

ATTEST: Keli Fraiser, Town Clerk
Date: _____



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: August 17, 2022
Presented By: Trent Prall
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Stormwater Quality / Total Maximum Daily Load (TMDL) Memorandum of Understanding Between the City of Grand Junction and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign a Memorandum of Understanding with Mesa County for the apportionment of legal fees for the appeal of the Total Maximum Daily Load (TMDL) by the Colorado Department of Public Health and Environment (CDPHE).

EXECUTIVE SUMMARY:

Mesa County has provided Municipal Separate Stormwater System (MS4) and related stormwater permitting services to various entities in the Grand Valley since the dissolution of the 5-2-1 in 2020. Colorado Department of Health and Environment has proposed regulations that would establish water quality regulations called Total Maximum Daily Loads (TMDLs) on various Colorado River Tributaries. The proposed Memorandum of Understanding (MOU) will establish how legal fees associated with the appeal of the proposed regulations will be apportioned between the various entities in the Grand Valley.

BACKGROUND OR DETAILED INFORMATION:

The County provides a consolidated Colorado Discharge Permit System (CDPS), Municipal Separate Stormwater System (MS4) and related stormwater permitting services to entities within its jurisdictional boundaries that are necessary for compliance with CDPS MS4 Stormwater Phase II regulations. CDPHE has proposed a Grand Valley TMDL for 11 Colorado River Tributaries and CDPHE believes these stream segments are impaired. The TMDL encompasses about 138 square miles from Lewis Wash in Clifton to Salt Creek in western Mesa County.

Town of Palisade, City of Fruita, Grand Valley Water Users Association, School District 51, Mesa County and the City of Grand Junction are Common Interest Entities that have great concern about the accuracy of the allocation of pollution loads between point sources and nonpoint sources in 11 tributaries

The Common Interest entities desire to appeal the CDPHE decision regarding the TMDL's implementation measures and legal services will be needed to address this appeal with a cost associated with the work. While the County will lead the effort, the MOU memorializes the parties' desire to the on-going and joint effort to establish a common legal strategy and to further memorialize their intent that their communications on matters governed by this MOU be privileged communications under the common interest doctrine.

The County will procure legal services on behalf of itself and oversee the legal work for the appeal and initially pay all invoices for this work. Billing quarterly, the County will bill the Common Interest Entities a percent of all invoices for legal fees and costs incurred during that time as follows:

Mesa County: 40%
City of Grand Junction: 40%
City of Fruita: 10%
Grand Valley Water Users Association: 5%
School District 51: 5%

The percentages are the same as what is charged for the existing stormwater permitting services conducted by Mesa County.

FISCAL IMPACT:

For 2022, \$250,000 is budgeted for Mesa County Stormwater Quality Services including \$50,000 for legal fees associated with ensuring the proposed TMDL accurately allocates pollution loads between point sources and nonpoint sources in tributaries of the Colorado River.

For 2023, Mesa County has estimated \$500k to address TMDL related expenses such as sampling, legal expenses, an ecoli study, and a selenium study. Per the allocations outlined in the proposed MOU, the City would be responsible for 40% or \$200,000 which would be included in the 2023 proposed budget.

SUGGESTED MOTION:

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County Funding of Legal Services for the appeal of the Total Maximum Daily Loads (TMDL) by the Colorado Department of Health and Environment (CDPHE).

Attachments

1. MOU-TMDL Cost Sharing 081122

**MEMORADUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY, COLORADO
FOR THE FUNDING OF LEGAL SERVICES FOR THE APPEAL OF THE TOTAL
MAXIMUM DAILY LOADS (TMDL) BY THE COLORADO DEPARTMENT OF
PUBLIC HEALTH AND ENVIRONMENT (CDPHE)**

This MOU is made and entered into effective the _____ day of _____ 2022 by and between the City of Grand Junction, and Mesa County (“City” or the “Common Interest Entity” and Mesa County (“County”) and provides as follows. The Common Interest Entity and the County may be collectively referred to as “Parties”.:

WHEREAS, the County provides a consolidated Colorado Discharge Permit System (CDPS), Municipal Separate Stormwater System (MS4) and related stormwater permitting services to entities within its jurisdictional boundaries that are necessary for compliance with CDPS MS4 Stormwater Phase II regulations; and

WHEREAS, CDPHE has proposed a Grand Valley TMDL for 11 Colorado River Tributaries and the CDPHE believes these stream segments are impaired. The TMDL encompasses about 138 square miles from Lewis Wash in Clifton to Salt Creek in western Mesa County; and

WHEREAS, the Common Interest Entity has great concern about the accuracy of the allocation of pollution loads between point sources and nonpoint sources in 11 tributaries; and

WHEREAS, the Common Interest Entity desires to appeal the CDPHE decision regarding the TMDL’s implementation measures; and

WHEREAS, specialized legal services will be needed to address the s appeal with a cost associated with the work; and

WHEREAS, for the reasons set forth herein, the Parties desire to memorialize their on-going mutual and joint effort to establish a common legal strategy for the purposes enumerated herein, and to further memorialize their intent that their communications on matters governed by this MOU be privileged communications under the common interest doctrine.

NOW THEREFORE, in consideration of the recitals, terms, conditions and promises contained in this Agreement, the City and the County agree as follows:

1. County Responsibility. The County shall procure legal services on behalf of itself and oversee the legal work for the appeal and initially pay all invoices for the work.
2. Billing Quarterly, the County will bill the Common Interest Entity a percentage of all invoices for legal fees and costs (“Fees”) incurred as follows:

Mesa County 40%
City of Grand Junction 40%
City of Fruita 10%
Grand Valley Water Users Association 5%
School District 51 5%

Absent further written authorization the Fees to be paid by the Common Interest Entity shall not exceed \$200,000.00.

3. Relationship between Parties. The County is contracted only for the purpose and to the extent set forth in this Agreement and for the purpose of carrying out the joint effort to set up a common legal strategy and all communications between the Parties.
4. Assignment. Neither party shall assign such party's rights or interest under this Agreement without the prior written consent of the other.
5. Entire Agreement. This Agreement shall constitute the entire agreement between Common Interest Entity and the County. Any prior understanding or representation of any kind preceding the effective date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
6. Amendment. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party.
7. Non-Waiver. The failure of either party to this Agreement to insist on the performance of any of the term(s) and condition(s) of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such term(s) and condition(s), but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
8. Venue. This Agreement is formed in accordance with laws of the State of Colorado and venue for any action hereunder shall be in the District Court in Mesa County, Colorado.
13. Cooperation. In providing services in regards to the subject matter of this Agreement, the Parties agree to work cooperatively and in good faith.
14. Agreement Provisions Severable. If any of the provisions of this Agreement

are deemed to be invalid or unenforceable, such provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provisions are deemed invalid because of its scope. This provision shall be deemed valid to the extent of the scope permitted by law.

AGREED TO EFFECTIVE THE DATE FIRST WRITTEN ABOVE.

MESA COUNTY

By _____
Cody Davis, Chair of Board of County Commissioners

ATTEST: _____
Tina Peters, Clerk and Recorder

CITY OF GRAND JUNCTION

By _____
Anna Stout, Mayor

ATTEST _____
Amy Phillips, City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 17, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Randy Coleman, Parks Superintendent

Information

SUBJECT:

Authorize a Contract with Taylor Fence of Grand Junction for Columbine Softball Field Fence Replacement

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a contract with Taylor Fence of Grand Junction for the Columbine Softball Field Fence Replacement in the amount of \$51,021.00.

EXECUTIVE SUMMARY:

This construction contract is for the replacement of the fencing of the perimeter of the Columbine Softball Fields. Construction is scheduled to begin in September with completion expected by the end of October. Despite wide circulation of the Request for Proposals to a number of potential bidders, Taylor Fence Company was the sole respondent and therefore requires City Council approval. This project is in the 2022 CIP budget.

BACKGROUND OR DETAILED INFORMATION:

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Daily Sentinel. One company submitted a formal bid, which was found to be responsive and responsible in the following amounts:

Firm	Location	Bid Amount
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Taylor Fence Company	Grand Junction, CO	\$51,021.00
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Because there was only one bid, and the amount is over \$50,000, in accordance with City policy, we are seeking City Council approval for this procurement.

The budgeted amount for the fencing is \$55,000. The total project budget is \$99,200 and includes other items being procured from other vendors including new scoreboards and landscaping materials to improve the playability of the field.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost for this project is included as part of the short-term improvements to Columbine Park project in the 2022 Adopted Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a contract with Taylor Fence of Grand Junction for the amount of \$51,021.00.

Attachments

None



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: August 17, 2022
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

A Resolution Authorizing an Application to the Bureau of Reclamation (BOR) to Fund Installation of Artificial Turf at Suplizio Field

RECOMMENDATION:

Staff recommends approval of the resolution

EXECUTIVE SUMMARY:

Lincoln Park Stadium just underwent a major renovation in 2021 and 2022. The project was overseen by the Stadium Improvement Committee, comprised of Grand Junction Baseball (JUCO), Colorado Mesa University (CMU), School District #51 and the City. These are also the capital partners on the project. The resulting renovation was a significant capital improvement to this cornerstone of the community that School District #51, CMU, JUCO, the GJ Rockies and many other community users rely upon.

The project cost approximately \$11,500,000, which will be repaid by the City, JUCO, CMU and District 51. The conversion of the infield and outfield at Suplizio Field has been identified as a high priority; however, it was not able to be included in the project budget. The City of Grand Junction is pursuing a Bureau of Reclamation (BOR) grant to enable the conversion to artificial turf.

The resolution before Council authorizes the grant application to the BOR.

BACKGROUND OR DETAILED INFORMATION:

The conversion of the field at Suplizio field has been identified as a high priority; however, it was not able to be included in the base \$11.5 million project. The current outfield has significant drainage issues, leading to a discontinuous playing surface that

can compromise player safety. Furthermore, an invasive species of grass known as Poa is overtaking the outfield, which hurts playability.

This important community asset has reached maximum use capacity and utilizes 4,348,480 gallons of water per year, which equates to 1.4-acre-feet of water each year. In addition to the water savings that the artificial turf will provide, which will be preserved for municipal potable water use, the artificial turf will allow for additional community use and the visibility of this stadium project will provide an incredibly visible example of the importance of cutting back or eliminating water-intensive landscapes in the desert in and around Grand Junction. The project is expected to begin December 2023 after the Grand Junction Rockies season (the final large user group at Suplezio Field of the year) and be completed by May 2024.

Grant awards are announced in May of 2023, which will enable this project to be considered as a part of the 2024 budget.

FISCAL IMPACT:

The project is estimated to cost \$1,737,000. \$500,000 is being requested from the Bureau of Reclamation. The stadium partners, through the Parks Improvement Advisory Board (PIAB), are expected to contribute \$200,000 to \$250,000 and the City would cover the remaining balance of about \$987,000 to \$1,037,000. If Council authorizes application and grant is awarded, the project would be included in the proposed 2024 budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 64-22, a resolution supporting the application for a Water Wise grant from the Bureau of Reclamation to support the conversion from irrigated turf to artificial turf at Suplezio Field at Stocker Stadium.

Attachments

1. RES-Stadium BOR Grant Application 081122

RESOLUTION NO. 64-22

A RESOLUTION SUPPORTING THE APPLICATION FOR A WATERWISE GRANT FROM THE BUREAU OF RECLAMATION FOR THE CONVERSION OF THE NATURAL TURF AT SUPLIZIO FIELD AT THE LINCOLN PARK STADIUM TO ARTIFICIAL TURF

Recitals:

Lincoln Park is the epicenter of the Grand Junction community in many ways, and the hallmark, flagship facility in Lincoln Park is the Lincoln Park Stadium.

The Waterwise Grant project "Project" anticipates the replacement of the natural turf infield and outfield, replacing it with artificial turf, at a cost of approximately \$1,700,000. The Project will complement the over \$11,500,000 that has been funded by Colorado Mesa University (CMU), Grand Junction Baseball (Junior College World Series), Mesa County School District #51 and the City of Grand Junction.

The conversion to artificial turf is beyond the available budget, and its replacement depends on the receipt of funding in an amount up to approximately \$500,000 from the Bureau of Reclamation ("BOR") grant.

This natural grass consumes approximately 4,348,480 gallons of water per year, which equates to 1.4-acre-feet of water. In addition to the water savings artificial turf will provide, which will be preserved for municipal potable water use, the artificial turf will allow for additional community use and the visibility of this stadium project will provide an incredibly visible example on the importance of cutting back or eliminating water-intensive landscapes in the desert in and around Grand Junction. The Project is expected to begin December 2023 after completion of the Grand Junction Rockies season and be completed by May 2024.

After due consideration, the City Council of the City of Grand Junction supports the Project and desires the City to submit a BOR waterwise grant application to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to complete the Project.

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

- 1: The City Council of the City of Grand Junction strongly supports the application to BOR to obtain funds needed to complete the Project. The City Manager is authorized and directed to work to finalize and timely submit such BOR grant application.
- 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project and authorizes the City

Manager to sign an appropriate grant agreement on behalf of the City as grantee of the BOR grant.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this 17th day of August 2022.

Anna M. Stout
City Council President

ATTEST:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: August 17, 2022
Presented By: Ken Watkins, Fire Chief
Department: Fire
Submitted By: Chris Angermuller

Information

SUBJECT:

A Resolution Supporting the Application for the 2022 Mesa County Federal Mineral Lease District Fall Grant Cycle

RECOMMENDATION:

Staff recommends adoption of the resolution authorizing application for the 2022 Federal Mineral Lease District Grant

EXECUTIVE SUMMARY:

The Grand Junction Fire Department is requesting \$50,000 in funding through the Mesa County Federal Mineral Lease District. If awarded, these funds will be used to purchase a remote air monitoring system that will increase the response capability of the department's hazardous materials response team.

As part of the application process, the Mesa County Federal Mineral Lease District requires a resolution of support from the governing body.

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Fire Department is the Designated Emergency Response Authority for hazardous materials incidents in Mesa County. In addition, by contract, the department is responsible for hazardous material incidents on Bureau of Land Management lands on the western slope.

The department has identified a gap in its air monitoring capabilities on these incidents, the lack of availability of a deployable remote air monitoring system that will allow for continuous feedback of real time readings to the Incident Command post. The system for which the department is requesting grant funding includes four heavy duty rapidly

deployable air gas monitors and a computer. This system will allow the department to perform remote air monitoring for up to two miles away from a hazardous materials incident. The total cost of this system is \$100,000.

The department is requesting approval to apply for a grant through the Mesa County Federal Mineral Lease District. The district is an independent public body charged by the state legislature with distributing financial resources it receives from the development of natural resources on federal lands within Mesa County to communities impacted by these activities.

FISCAL IMPACT:

The total cost of this project is \$100,000 which is included in the 2022 budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 65-22, a resolution authorizing the City Manager to submit a grant request to the 2022 Mesa County Federal Mineral Lease District Fall Grant Cycle.

Attachments

1. Resolution - FML Grant

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE APPLICATION FOR THE MESA COUNTY
FEDERAL MINERAL LEASE DISTRICT 2022 FALL GRANT CYCLE**

Recitals:

City Council has considered and for the reasons stated, authorizes an application for the Mesa County Federal Mineral Lease District 2022 Fall Grant Cycle which if awarded will provide financial assistance to the Grand Junction Fire Department to purchase a remote air monitoring system for hazardous materials response.

This is a semiannual, competitive grant program from which the City of Grand Junction is requesting \$50,000.

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

- 1: The City Council of the City of Grand Junction strongly supports the application to the Mesa County Federal Mineral Lease District Fall Grant Cycle to obtain funds needed to complete the Project. The City Manager is authorized and directed to work to finalize and timely submit an application to the Mesa County Federal Mineral Lease District 2022 Fall Grant Cycle.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this ____ day of _____, 2022.

Anna Stout
President, Grand Junction City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: August 17, 2022
Presented By: Paul Schultz, Information Technology Director
Department: Information Technology
Submitted By: Paul Schultz, Information Technology Director

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for a Carrier Neutral Location Project

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to submit a grant request to the Colorado Department of Local Affairs (DOLA) for a Carrier Neutral Location Project.

EXECUTIVE SUMMARY:

The opportunity for this grant request arose after DOLA released the schedule for applications for the Energy and Mineral Impact Assistance Program through June 30, 2023, with funding earmarked specifically for broadband. This is a prime opportunity to advance the Carrier Neutral Location (CNL) project and staff has received approval from DOLA's Northwest Regional Manager to proceed with the grant application.

A CNL is a communication facility that houses telecommunications equipment, offers wholesale broadband service at reasonable rates on a carrier-neutral basis, and where "middle mile" telecommunications networks (e.g., long haul) meet "last mile" service delivery (e.g., local broadband services provided by local Internet Service Providers, or ISPs). In partnership with the Colorado Broadband Office, Grand Valley regional governments and local ISPs, this project brings abundant, high-quality, resilient, and cost-effective broadband to City of Grand Junction residents, businesses, and government entities. This is a middle mile broadband project that advances the US federal government's Internet for All initiative.

BACKGROUND OR DETAILED INFORMATION:

The Energy Impact Assistance Fund (EIAF) Program assists political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The program typically runs two to three cycles per year, in two tiers. This year, Tier I includes requests up to \$200,00 and Tier II includes requests between \$200,001 to \$750,000. DOLA recently released the schedule for applications for the program through June 30, 2023, with funding earmarked specifically for broadband. The broadband set aside in the current August 1 – September 1 cycle, in addition to feedback from our DOLA regional representative, have moved this project to priority. The staff proposes to apply for a Tier II grant requesting \$250,000 for the construction of a CNL in City Hall.

The regional broadband network including Grand Junction, Fruita, Clifton, Palisade, Collbran, De Beque, Parachute, Rifle, Silt, New Castle and Glenwood Springs, with a CNL in Grand Junction, is designed with redundant fiber optic connections to improve network resiliency and reliability. Working with Corey Bryndal, Colorado Region 10 Broadband Director, the City of Grand Junction team has identified appropriate facility space in Grand Junction City Hall to construct and implement a CNL at an approximate cost of \$500,000. This cost includes both the GJ CNL implementation and the fiber optic cabling that connects to the I-70 fiber backbone.

FISCAL IMPACT:

If City Council authorizes the grant application and it is awarded, the project will be added to the 2022 capital plan using current budget. The total cost of the project is estimated at \$500,000 with \$250,000 funded by the grant.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. xx-22, a resolution authorizing the City Manager to submit a grant request to the Department of Local Affairs' Energy and Mineral Impact Assistance Program to fund a Carrier Neutral Location.

Attachments

1. Carrier Neutral Location Resolution



**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ___-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT
REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS' (DOLA)
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM FOR A CARRIER
NEUTRAL LOCATION PROJECT**

RECITALS.

The City of Grand Junction recognizes the importance of advancing the development of middle mile telecommunications networks. The goal of middle mile upgrades is to increase the capacity, reduce cost and improve the reliability of internet and data services for all homes, businesses, and government entities.

The City of Grand Junction is partnering with the Colorado Broadband Office, regional governments and local internet service providers and with the construction of a Carrier Neutral Location (CNL) in Grand Junction will assist in bringing abundant high quality, resilient, cost-effective broadband to the City of Grand Junction.

A CNL is a communication facility that houses telecommunications equipment, offers wholesale broadband service at reasonable rates on a carrier-neutral basis and where "middle mile" telecommunications networks (e.g., long haul) meets "last mile" service delivery (e.g., local broadband services provided by local internet service providers). This is a middle mile broadband project that advances the US federal government's Internet for All initiative.

The total project is \$500,000 and the grant request to DOLA is for \$250,000.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the City Manager to submit a \$250,000 grant request in accordance with and pursuant to the recitals stated above to the Department of Local Affairs' Energy and Mineral Impact Assistance Program for a Carrier Neutral Location Project.

Dated this ___ day of _____ 2022.

Anna Stout
President of the Council

ATTEST:

Amy Phillips

City Clerk



Grand Junction City Council

Regular Session

Item #5.d.

Meeting Date: August 17, 2022
Presented By: Greg Caton, City Manager
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

A Resolution to Approve AIP Grant Offer No. 3-08-0027-076-2022 for the Runway Relocation Program Grading and Drainage Construction in the Amount of \$8,288,765 Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of the AIP grant offer for Runway 12/30 Relocation Program Grading and Drainage Construction and authorizing the City Manager and City Attorney to sign the co-sponsor agreement.

EXECUTIVE SUMMARY:

Approve AIP grant offer No. 3-08-0027-076-2022 in the amount of \$8,288,765 for the Runway 12/30 Relocation Program Grading and Drainage Construction between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 Construction Grading and Drainage Grant offer from the FAA is to fund the runway prism grading and drainage Construction work for the next phase of the runway replacement program. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. The Airport Board of Commissioners voted on the

grant offer at the August 16, 2022 meeting and it is scheduled to be heard by the Mesa County Board of Commissioners at the August 23, 2022, meeting.

FISCAL IMPACT:

This grant does not have any fiscal impact to the City but will be recorded by the Grand Junction Regional Airport Authority.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 67-22, a resolution approving AIP grant offer No. 3-08-0027-076-2022 in the amount of \$8,288,765 and authorizing the City Manager and City Attorney to sign and submit a Grant Agreement and Supplemental Co- Sponsorship Agreement in support of the Grand Junction Regional Airport.

Attachments

1. 6.1 GJT-NMG-3-08-0027-076-2022-Grant Agreement AIP 76
2. 6.2 Co-Sponsorship Agreement-city AIP 76
3. RES-AIP 076 2022



July 30, 2022

Mr. Thomas Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

Mr. Greg Caton, Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Mr. Cody Davis, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Mr. Davis:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-076-2022 at the Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than August 31, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mike Matz is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Mike at 303-342-1251.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 30, 2022
Airport/Planning Area	Grand Junction Regional Airport
FY2022 AIP Grant Number	3-08-0027-076-2022 [Contract No. DOT-FA22NM-1080]
Unique Entity Identifier	P2MUNC6N7YM6

TO: Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 22, 2022 and amended July 27, 2022, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Construct Runway 11/29 (phase 13-grading and drainage)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$8,288,765.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$8,288,765 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

27. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction and the County of Mesa. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated _____

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 22, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this 17 day of August, 2022, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-076-2022 (“Project”).

D. The FAA is willing to provide \$8,288,765 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Greg Caton, City Manager
City of Grand Junction

RESOLUTION ___-22

AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has a multi-year program to improve the Airport. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics. The subject of this Resolution is the runway relocation program grading and drainage construction.

The grant was reviewed by the Airport Board at its August 16, 2022, meeting, by City Council at its August 17, 2022, meeting and by the Board of County Commissioners at its August 23, 2022, meeting. Approval of all three bodies is necessary.

The FAA grant offer is \$8,288,765.00; for the grant to benefit the GJRAA the City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Offer and Co-Sponsorship Agreement.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Offers and Agreement(s) from the Federal Aviation Administration in the amount of \$8,288,765.00 in support of the GJRAA as described generally herein and in more detail in the Grant Offer and Agreement(s) (grant offer No. 3-08-0027-076-2022.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$8,288,765.00 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.e.

Meeting Date: August 17, 2022
Presented By: Greg Caton, City Manager
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

A Resolution to Approve AIP Grant Offer No. 3-08-0027-077-2022 in the Amount of \$2,358,318 for the Runway 12/30 Relocation Program Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority (GJRAA) and the Co-Sponsorship Agreement Between the City of Grand Junction and the GJRAA and Authorize the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of the AIP grant offer No. 2-08-0027-2022 in the amount of \$2,358,318 for the Runway 12/30 Relocation Program from the FAA to the Grand Junction Regional Airport Authority and authorization of the Co-Sponsorship Agreement as a co-sponsor of the GJRAA.

EXECUTIVE SUMMARY:

Approve AIP grant offer No. 3-08-0027-077-2022 in the amount of \$2,358,318 for the Runway 12/30 Relocation Program to temporarily relocate Navigational aids and Grading and Drainage Construction between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 NAVAID and Construction Grading and Drainage Grant offer from the FAA is to fund the Relocation of Navigational Aid's and runway prism grading and drainage Construction work associated with the runway relocation program. As creators

and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. The Airport Board of Commissioners voted on the grant offer at the August 16, 2022 meeting and it will be reviewed by the Mesa County Board of Commissioners at the August 23, 2022 meeting.

FISCAL IMPACT:

There is no fiscal impact to the City as a result of approving this grant but it will be recorded by the Airport Authority.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 68-22, a resolution authorizing the City Manager to sign and submit a Grant Agreement and Supplemental Co-Sponsorship Agreement in support of the Grand Junction Regional Airport in the amount of \$2,358,318.

Attachments

1. 7.1 GJT-NMG-3-08-0027-077-2022-Grant Agreement AIP 77
2. 7.2 Co-Sponsorship Agreement-city AIP 77
3. RES-AIP 077 2022



July 30, 2022

Mr. Thomas Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

Mr. Greg Caton, Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Mr. Cody Davis, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Mr. Davis:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-077-2022 at the Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than August 31, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mike Matz is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Mike at 303-342-1251.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 30, 2022
Airport/Planning Area	Grand Junction Regional Airport
FY2022 AIP Grant Number	3-08-0027-077-2022 [Contract No. DOT-FA22NM-1081]
Unique Entity Identifier	P2MUNC6N7YM6

TO: Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 22, 2022, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

**Construct Runway 11/29 (Phase 14 - NAVAID Relocation Reimbursable Agreement
& Grading and Drainage)**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,358,318.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$2,358,318 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

27. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction and the County of Mesa. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated _____

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 22, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this 17 day of August, 2022, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-077-2022 (“Project”).

D. The FAA is willing to provide \$2,358,318 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Greg Caton, City Manager
City of Grand Junction

RESOLUTION ___-22

AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has a multi-year program to improve the Airport. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics. The subject of this Resolution is the relocation of runway 12/30, together with the necessary grading and drainage construction, and the temporary relocation of navigational aids.

The grant was reviewed by the Airport Board at its August 16, 2022, meeting, by City Council at its August 17, 2022, meeting and by the Board of County Commissioners at its August 23, 2022, meeting. Approval of all three bodies is necessary.

The FAA grant offer is \$2,358,318.00; for the grant to benefit the GJRAA the City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Offer and Co-Sponsorship Agreement.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Offers and Agreement(s) from the Federal Aviation Administration in the amount of \$2,358,318.00 in support of the GJRAA as described generally herein and in more detail in the Grant Offer and Agreement(s) (grant offer No. 3-08-0027-077-2022.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$2,358,318.00 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: August 17, 2022

Presented By: Trenton Prall, Public Works Director, Elizabeth Fogarty, Visit Grand Junction Director

Department: Visit Grand Junction

Submitted By: Kenneth Haley, Engineering Manager

Information

SUBJECT:

Authorize Contract Negotiations with Bud's Signs for the Design and Construction of City Entry Signs

RECOMMENDATION:

Staff recommends authorization for the City Purchasing Division to negotiate and execute a Design/Build Contract with Bud's Signs of Grand Junction, CO for City Entry Signage for an amount not to exceed the budgeted amount of \$450,000.00

EXECUTIVE SUMMARY:

The City of Grand Junction currently has two entryway signs with one located on I-70 just east of Horizon Drive and the other on Highway 50 west of 28 1/2 Rd on Orchard Mesa that were both constructed in the 1980s. These two signs are planned to be replaced as well as construction of a new entry sign on the west side of the City limits for I-70 eastbound traffic. Authorization is sought for the Purchasing Division to negotiate a final contract with Bud Signs of Grand Junction, CO for the final design and construction of three city entry signs up to the budgeted amount of \$450,000.00.

BACKGROUND OR DETAILED INFORMATION:

Visit GJ worked with Cultivator Outdoor Advertising & Design, Inc. to develop a conceptual design for new entryway signs that are original and incorporate elements of significance to the community. Specifically, the preferred conceptual design is intended to represent the convergence of two rivers as well as include elements that represent the railroad/industrial history in a way that ties to the City's destination brand.

City Council approved \$450,000 in funding in the 2022 Budget for construction of three

new entryway signs. The proposed location of the new entryway signs includes replacing the existing sign on I-70 sign east of Horizon Drive, removing the existing Hwy 50 sign west of 28 1/2 Rd and constructing a new sign at 30 Road and Hwy 50 within CDOT right-of-way and add a third sign on I-70 west of I-70 and 22 Road interchange (Exit 26) on privately held property.

A Request for Proposals (RFP) was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, sent to a secondary list of companies, and advertised in the Daily Sentinel. The City received one proposal from Bud's Signs of Grand Junction, CO in response to the RFP with a not-to-exceed price of \$426,000.00.

Firm	Location	Bid Amount
Bud's Signs	Grand Junction, CO	\$426,000.00

There are some design elements that require additional specification negotiation that may adjust the contract price. Therefore, staff is requesting authorization up to the budgeted amount of \$450,000.00. A selection committee reviewed the proposal and found that Bud's Signs was qualified to complete the work. If the contract is approved by City Council, the project is scheduled to be completed by the end of 2022.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

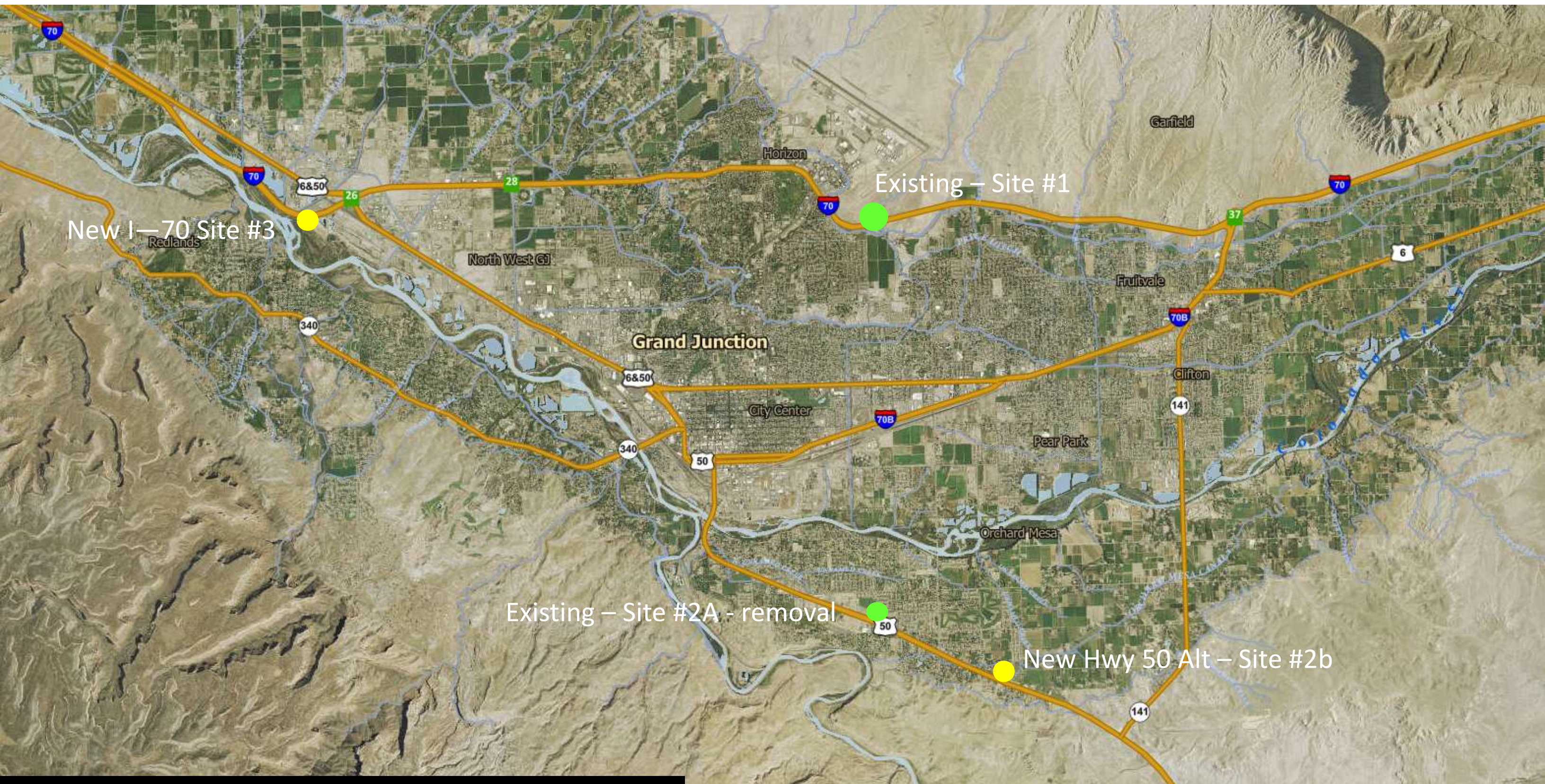
The cost for this contract is included in the total project budget as approved in the 2022 Adopted Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Purchasing Division to negotiate and execute a Design/Build Contract with Bud's Signs of Grand Junction, CO for City Entry Signage for an amount not to exceed the budgeted amount of \$450,000.00

Attachments

1. City Entry Sign Location Map
2. City Entry Sign - Existing & Proposed Graphics



New I-70 Site #3

Existing - Site #1

Existing - Site #2A - removal

New Hwy 50 Alt - Site #2b

City of Grand Junction Entry Signs



City of Grand Junction Entry Signs
I-70 East of Horizon Drive (Existing) - Site #1

Design Narrative

- Nod to our railroad and industrial history
- Two rivers converging is represented by the railroad tracks
- They will be lit with a light blue at night to add a pop of color and further nod to rivers
- The font is not our destination brand font, but similar
- It's meant to be avant-garde, look like it's floating, and be very original



Artist Rendering



Grand Junction City Council

Workshop Session

Item #7.a.

Meeting Date: August 17, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Community Recreation Center Planning

EXECUTIVE SUMMARY:

On July 18, the City Council was updated on the Community Recreation Center (CRC) planning process, which began Work session #2. Parks and Recreation Advisory Board (PRAB) Chairperson Bill Findlay reported back to City Council on its engagement with the selected CRC planning consultant, Barker Rinker Seacat (BRS) and Council discussed the goals for the workshop #2. This included 7 focus group meetings and 1 public forum.

Following those meetings, PRAB reviewed a significant amount of feedback. PRAB held a special meeting on July 28th to formulate a recommendation on building program and funding. As is detailed in the August 3rd memo to City Council that includes a letter from Chairperson Bill Findlay, PRAB voted unanimously to pursue the larger CRC, an approximately 83,000 square foot facility at Matchett Park. This square footage does not include a possible hospital partner with a dedicated wellness space nor does the current budget include the cost to build that space. PRAB further recommends combining the cannabis revenue already secured and devoted to parks and recreation with the pursuit of a 0.15% dedicated sales tax to fund an approximately \$70 million project. This increase would be less than half of what was proposed in 2019, the project would be smaller and only focus on the top priority: the CRC. The August 3, 2022, memo and the letter describing the recommendation from PRAB is included with this staff report.

BACKGROUND OR DETAILED INFORMATION:

The Parks, Recreation and Open Space (PROS) Master Plan has a Community Recreation Center (CRC) as the highest priority. City Council gave direction to study

the opportunity by working with professors from Colorado Mesa University (CMU) to conduct a statistically valid survey. Results from the survey indicated strong support for a CRC. Council then provided further direction to staff to assemble a potential proposal to bring a CRC to fruition, including engaging with a consultant to further refine the plan through public engagement. Barker Rinker Seacat Architecture (BRS) has been mobilized to facilitate a Community Recreation Center (CRC) study building off of previous studies and reforming plans.

At the July 6th City Council meeting, the results of CRC planning workshop #1 and the subsequent recommendation from the Parks and Recreation Advisory Board (PRAB) were summarized. City Council unanimously approved the recommended site for the CRC at Matchett Park.

On August 17th, City Council will consider continued direction on the evolving CRC plan related to funding and building program or size. Following action that is requested at this City Council meeting, BRS will facilitate work session #3, which will involve a preliminary CRC plan on September 19th and 20th. Work session #3 will have a similar schedule as work sessions #1 and #2.

Several studies continue to be considered, including the 2014 Matchett Park Master Plan, the 2018 Matchett Park Community Center Study, the 2021 Parks, Recreation and Open Space (PROS) Master Plan, the 2021 Lincoln Park Community Center Study, and most recently and most impactfully, the CRC Survey conducted by CMU in February 2022.

As described in the attached memo and the letter from PRAB Chairperson Findlay, after due consideration and in-depth discussion, PRAB voted unanimously to recommend the larger building program of 83,000 square feet. Furthermore, PRAB again voted unanimously to combine cannabis tax revenue already secured for Parks and Recreation with a small sales tax of 0.15%. One of the primary considerations in the formulation of this recommendation was the estimation that City residents only account for about 30% of the total sales tax revenue generated. The memo from City Manager Caton and Finance Director Welch dated July 15th, 2022, describing the sources of sales tax, is also included with this staff report. The cannabis revenue combined with the 0.15% sales tax increase would enable the Community's first multi-purpose Community Recreation Center.

FISCAL IMPACT:

This agenda item has no fiscal impact at this time.

SUGGESTED ACTION:

I move to (approve/deny) the recommendation of the Parks and Recreation Advisory Board - in addition to cannabis tax revenue already devoted to Parks and Recreation, also pursue the needed second funding source of a small 0.15% sales tax increase to enable a Community Recreation Center of approximately 83,000 square feet in size.

Attachments

1. CRC Planning Process worksession #2 with Attachments 080322

2. Source of Sales Tax Study with attachment 071522

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Ken Sherbenou, Parks & Recreation Director
DATE: August 3, 2022
SUBJECT: Community Recreation Center (CRC) Work Session #2 Follow-Up

Work session #2 for the Community Recreation Center (CRC) planning process is complete. This included a workshop with Council, seven focus groups and a community meeting. Over the course of July 18 and 19, 143 community members participated in work session #2. Two options were presented related to facility size and funding. The input on these options, along with numerous pages of public comments compiled by the consultant, Barker-Rinker-Seacat (BRS), was shared with members of the Parks & Recreation Advisory Board (PRAB). PRAB held another special meeting on July 28 to discuss the feedback and formulate a recommendation for City Council. Enclosed with this memo is a letter from PRAB Chair Dr. Bill Findlay explaining the process and conclusion that was reached by the Board. Also enclosed is a letter from BRS summarizing the workshop content.

The next step in the process is for PRAB to bring the funding and building size recommendation to City Council for final consideration at the regular meeting scheduled for August 17.

C: Department Directors

Attachments:

- Letter from PRAB Chair Dr. Bill Findlay
- Letter from BRS

July 28, 2022

Grand Junction City Council
250 North 5th Street
Grand Junction CO, 81501

Dear Grand Junction City Council,

The Park and Recreation Advisory Board (PRAB) held its second special meeting today in order to come up with recommendations for council regarding the size and funding choice for the CRC (Community Recreation Center). This followed our last CRC PRAB meeting on 7/19/22 and allowed us to combine the information from that meeting with the input from all the focus groups and community open house that same day.

We again had a quorum and opened the meeting with an excellent and concise summary of all the key information to date from our consulting firm BRS. This included comparative data from other nearby cities and their rec centers including their square footage, population, charges, and sales tax funding rates. We reviewed the two size and price options: \$55m/65,000sf vs \$70m/83,000sf including the gains the larger choice would provide (an additional gym, enlarged recreation activity and therapy pools, and additional fitness and weights space). We then reviewed the three funding options in addition to the cannabis tax - sales tax, property tax, and nicotine tax including comparisons of our local tax rates with those of other CRC cities both before and after the CRC element was added. We discussed the pros and cons of each option.

After an extensive question and answer session, we unanimously voted 1. To support the larger \$70m/83,000 sf size option and 2. To support an additional 0.15% sales with a 30-year sunset provision as the second finance source. We recognize that the sales tax increase has the advantage of largely (70%) being paid by non-city residents. This compares with the fact that the property tax would be fully paid by GJ residents, with a much larger share by businesses and perhaps compete with D51 and its future school needs. This also compares with the fact the nicotine tax would be very hard to predict, be less stable and fall unduly on a lower income population. We felt these were critical considerations that were not known or described in the CRC survey conducted by CMU's professors.

We believe this evolving plan is a dramatic and meaningful improvement from the last ballot initiative. The needed sales tax increase is less than half the 2019 proposal. It is less expensive even with the inflation that has happened. The project is simpler with being focused on one site and on the top priority, the CRC. This contrasts to the 2019 proposal that included 3 projects at two different sites. Lastly, it employs a new funding mechanism, revenue from cannabis, which we believe has moved the CRC closer to coming to fruition than ever before.

We hope the city council will look favorably on our recommendations. We look forward to the next phase of this project, with the ultimate goal of a successful ballot issue and seeing an actual CRC arise from the ground at Matchett Park.

Sincerely



William Findlay MD (retired)
PRAB Chairman



**BARKER
RINKER
SEACAT**
ARCHITECTURE

August 1, 2022

City Council
250 North 5th Street
Grand Junction, CO 81501

RE: CRC Planning Work Session #2 – Summary and Analysis of Public Input

Dear Members of Council,

Barker Rinker Seacat Architecture (BRS) facilitated a series of Focus Groups on July 18-19 and held a Community Meeting on July 19 as part of the Grand Junction Community Recreation Center Feasibility Study.

The purpose of Work Session #2 was to gather public input and preferences regarding a second funding source, and the desired building program size, for a Community Recreation Center (CRC). BRS met with 143 community members over the two days and collected 229 comments and tallied 359 votes for a funding option.

Two CRC building program sizes were presented, \$55M and \$70M, along with the three funding options for each, required to bring them to fruition.

COMMUNITY INPUT PROCESS

Attendees were given three “dots” to vote for their 1st, 2nd, and 3rd choice of funding to generate required revenue for their preferred CRC building size. In addition, sticky notes and comment cards were available to capture general comments as well as feedback on five questions:

- How can these plans be enhanced?
- What are lessons learned from 2019?
- What is missing from this evolving plan?
- What outdoor features should be prioritized at Matchett Park?
- What indoor features should be prioritized for future expansion?

VOTING RESULTS

A total of 359 votes were tallied. Note: not everyone used all 3 dots or choices, rather some people only voted their 1st choice.

BUILDING SIZE PROGRAM OPTION

- \$55M option received **6%** of total votes cast
- \$70M option received **94%** of total votes cast

The data demonstrates overwhelming support for the larger building program, although a theme echoed in the written comments (noted below) was the larger size may need to be even bigger to serve the needs of Grand Junction.

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 250
GRAPEVINE, TX 76051
817.527.6880

BRSARCH.COM

2nd FUNDING OPTION

- 0.15% sales tax increase received the most votes for 1st choice

ANALYSIS & FINDINGS

Several themes emerged during the Focus Group meetings and Community Meeting. Many of these topics, concerns and questions were captured in the written comments received. We have synthesized these into key findings, or themes, with actual comments included in italics.

FUNDING

Sales tax is the preferred option from both voting results and comments received. Additionally, several people cited the critical importance for a sunset provision for the 2nd funding source tied to capital.

Sales Tax Strengths: Favored because it taps into funding from non-city residents, e.g., County residents, visitors, or anyone purchasing goods or services in GJ. There is also recognition that sales tax is the funding source other CRCs on the western slope have used.

Sales Tax Weaknesses: Some concern over voter sensitivity to any tax increase. The current rate of 8.52% increases to 8.67% with a 0.15% sales tax increase, which is still perceived as high.

Property Tax Strengths: (Notable that no written comments were received favoring this option.)

Property Tax Weaknesses: Property values are increasing which are already creating higher property tax rates for homeowners. Property taxes impact commercial business owners disproportionately. Property taxes as a funding mechanism for local schools should be respected. Several comments noted that the existing property tax is already high.

Nicotine Tax Strengths: (Notable that no written comments were received favoring this option.)

Nicotine Weaknesses: Many question the stability of this tax as smoking seems to be on the decline. It was noted it could be avoided by buying nicotine products outside of the city. Some felt this tax impacted lower income residents who smoke. Several questioned, what if the nicotine tax does not generate enough required revenue? How would the gap be filled?

Sales tax is the best option to tap non-residents funding. This needs to be made clear in the campaign.

Emphasize how little RESIDENTS pay sales tax.

Nicotine tax will generate controversy. Increase in property values already generating "sticker shock" re property taxes. Use sales tax!

Nicotine is a bad idea. Too easily avoided by buying outside the city. Too many smokers are low income. Need better way to do this.

Concern that nicotine is not a stable enough tax.

Businesses pay 7 x's higher rate for property tax.

Sunset. Simple ballot language. One location.

Do not put on ballot without sunset clause!

BUILDING PROGRAM

There were numerous comments about the need for more, or expanded, program spaces. The bigger building option was preferred; however, many comments centered on concerns this may still not be large enough. The larger option is comparable to Montrose and Grand Junction is three times the size of Montrose. Themes echoed in the comments were the need for a larger lap pool, larger gym, larger track (tied to the gym being larger) and desire for more community spaces. Additionally, many outdoor amenities are desired to compliment the center and enhance Matchett Park.

Enhance the track. 11 laps/mile is far too many. Hamilton Rec Center track is extended to 4 laps per mile. Walking track must have 3 lanes with one reserved for running.

What is missing? Youth sporting fields/courts

We need to plan for outdoor features: artificial turf fields: baseball/soccer combo

*Outdoor sports fields are needed to take the pressure off of CV
Playground is missing*

A hot tub please

Pool as large as possible

Pools cannot be "expanded" easily. Build it large to accommodate the needs in advance. They will come!

By the time the facility opens we will need 3x's the number of pickleball courts.

Gym needs to be bigger

MARKETING & COMMUNITY EDUCATION

Responding to the question of lessons learned from 2019, many comments centered around the need to sufficiently market a ballot initiative and educate the community of the value of the project. The need to include a sunset provision for the second funding sources was included in these comments.

Lessons from 2019: marketing campaign was not strong enough. Advertising was weak. Need billboard and yard signs, major media ads.

More marketing to Hispanic community about this project. A lot of people don't know about this great opportunity.

Bipartisan support is essential.

UPDATES TO EVOLVING PLAN

While most attendees viewed the evolving plan favorably, there were numerous comments centered around transportation to the site. Specifically, the need for safe, multi-modal accessibility and making Patterson Road a safe connection for all CRC and park users. Other themes included partnerships and care / maintenance of Lincoln Park.

Evolving plan: Transportation – accessibility, multi-modal, Patterson safer for bike and peds. Transit connections to CRD. Bike parking at CRC and other areas in the park.

Why not pull CRC closer to Patterson? Seems we're leaving "dead space" re the school site. Moving might create options further north.

I would like to see the funds from the sale of Burkey Park be used for a future pavilion on the park site to be used for music, etc.

To expect \$\$ from Community hospital and St. Mary's, you have to have the biggest therapy pool possible.

Will Lincoln Park Pool still be taken care of?

CRC is the perfect anchor project for Matchett Park! Related development will explode and only Matchett can accommodate.

In summary, community input received during Work Session #2 showed support for the larger \$70M 83,000SF program and, to meet the required 2nd funding source for this program, public feedback favored a 0.15% sales tax increase. Included with this report are Work Session#2 presentation slides and public input results.

PROGRAM OPTIONS BASED ON FUNDING

\$55M | 65,000 SF CRC

\$4.5 M Revenue Required

- Cannabis Tax Revenue | **\$2.5M**
- Nicotine OR Sales OR Property Tax | **\$2M**
- **\$3M** used to finance **\$55M**
- **\$1.3-1.5M** used for operations

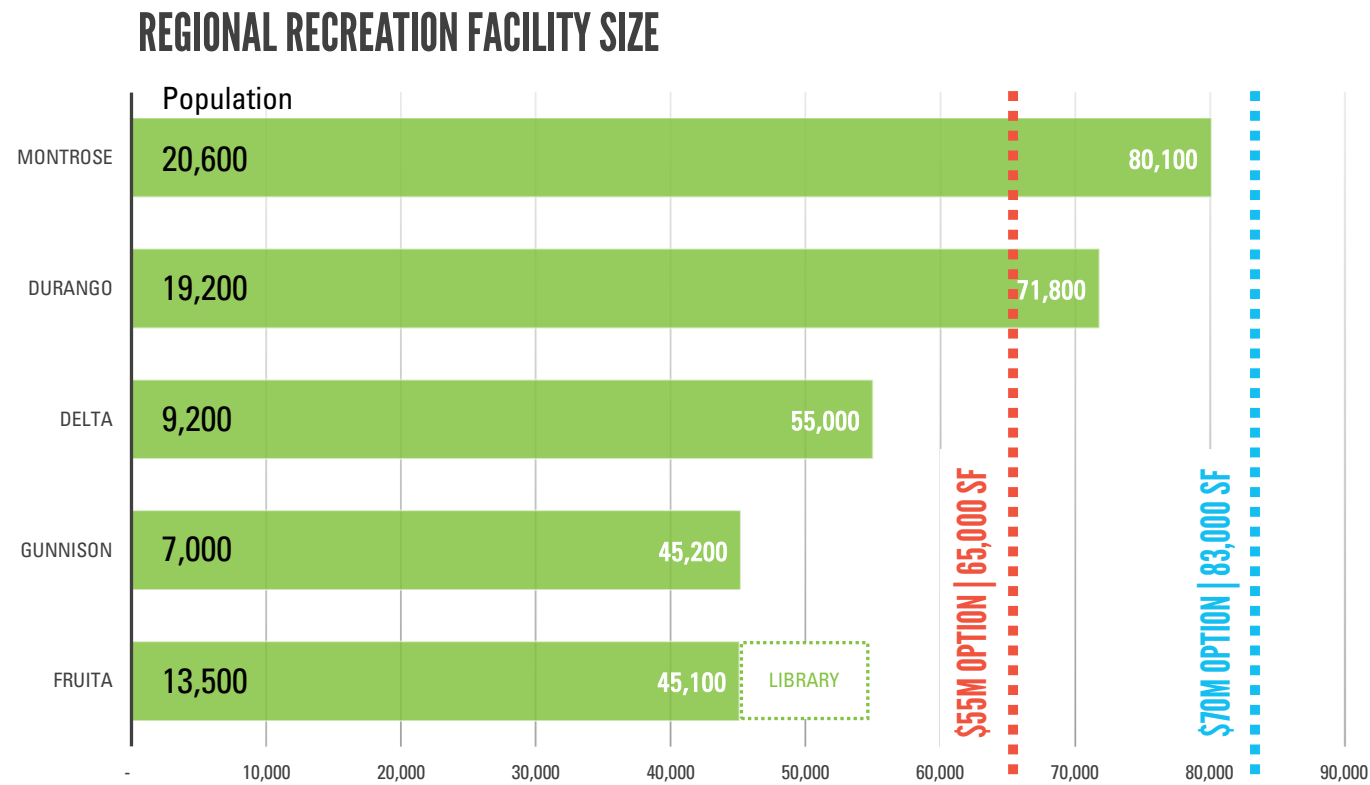
\$70M | 83,000 SF CRC

\$5.8 M Revenue Required

- Cannabis Tax Revenue | **\$2.5M**
- Nicotine OR Sales OR Property Tax | **\$3.3M**
- **\$4.3M** used to finance **\$70M**
- **\$1-1.5M** used for operations

- Operational costs are conservatively approximated and will be refined further when a funding method and building size are selected.
- The larger facility has the potential for higher cost recovery due to larger capacities in the gymnasium (30%), aquatics (50%) and fitness (60%).

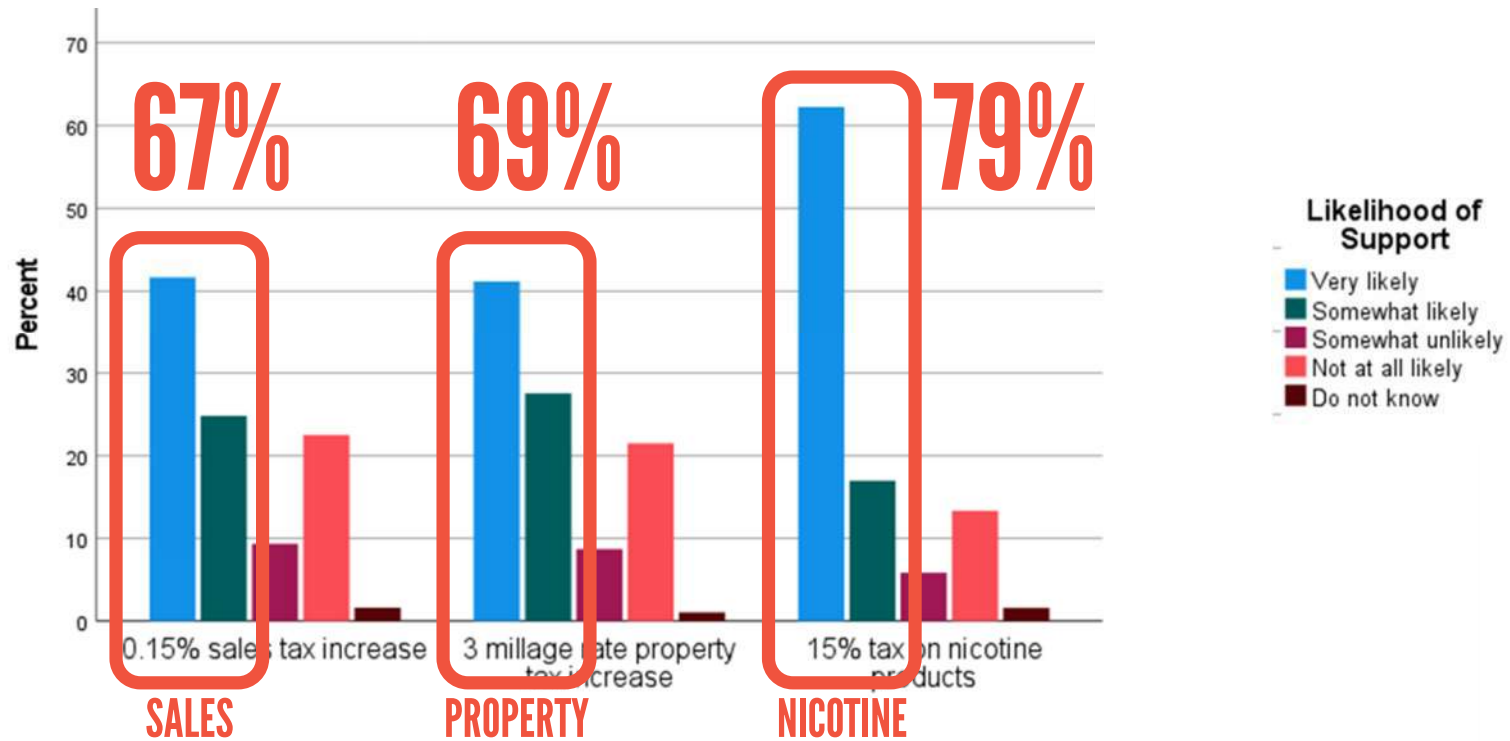
REGIONAL RECREATION CENTER FACILITY COMPARISONS



GRAND JUNCTION
POPULATION: 67,000
2021 Census

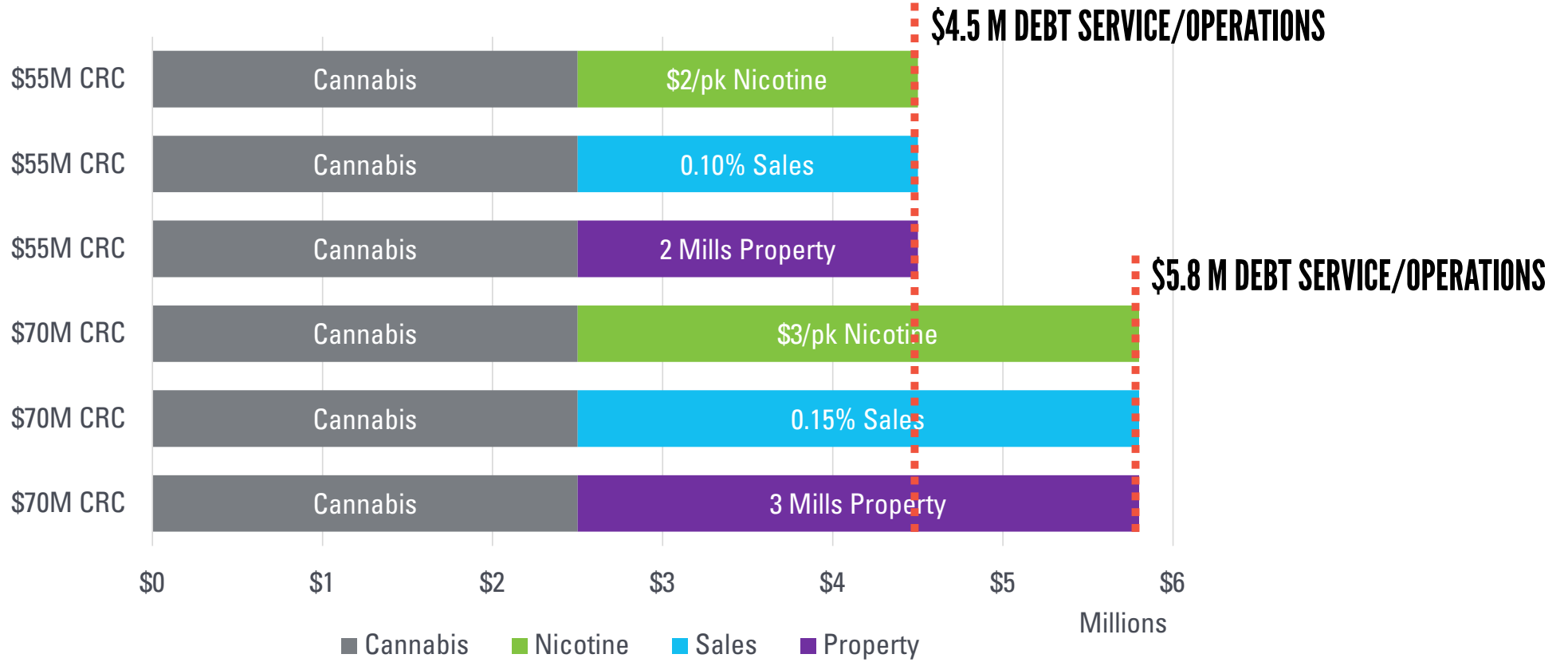
Results: Likelihood of Support for an Indoor CRC

In addition to Cannabis already devoted to parks and rec., a 2nd funding source is needed, either a **sales tax** OR **property tax** OR a **tax on nicotine** products



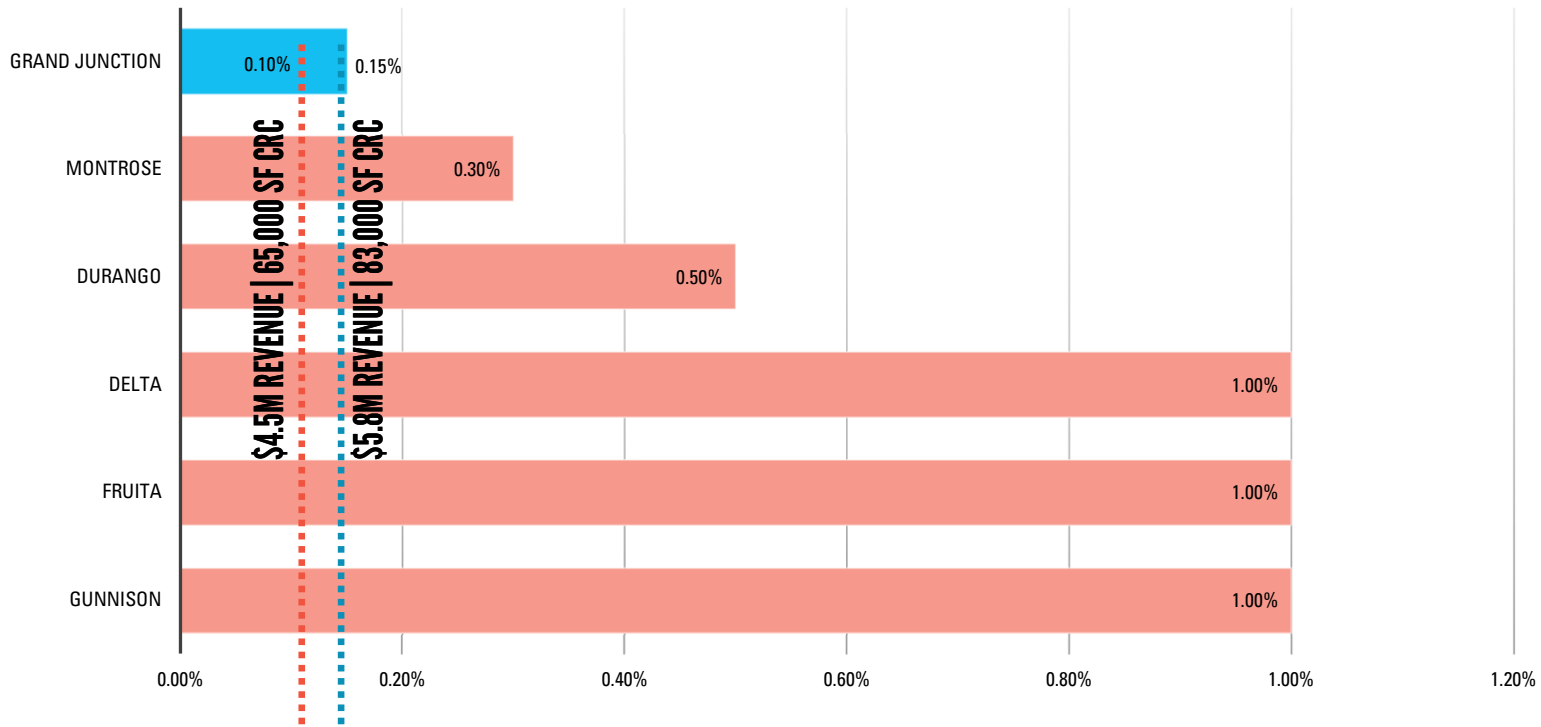
FUNDING OPTIONS

IN ADDITION TO CANNABIS REVENUE A 2ND FUNDING SOURCE IS NEEDED TO MAKE THE CRC A REALITY



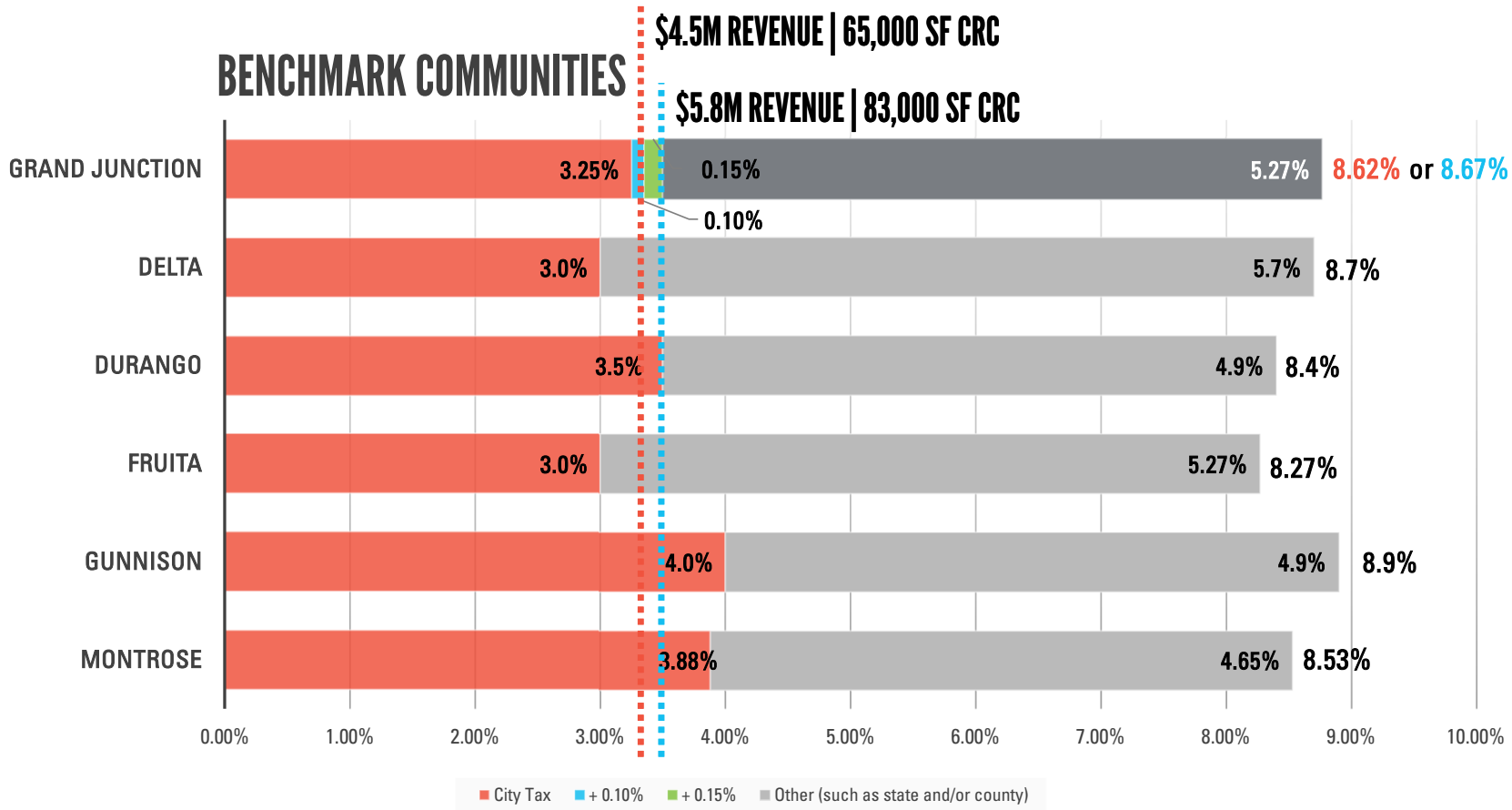
SALES TAX AS A FUNDING SOURCE

BENCHMARK COMMUNITIES | SALES TAX INCREASES TO FUND A CRC



SALES TAX RATE COMPARISON

BENCHMARK COMMUNITIES

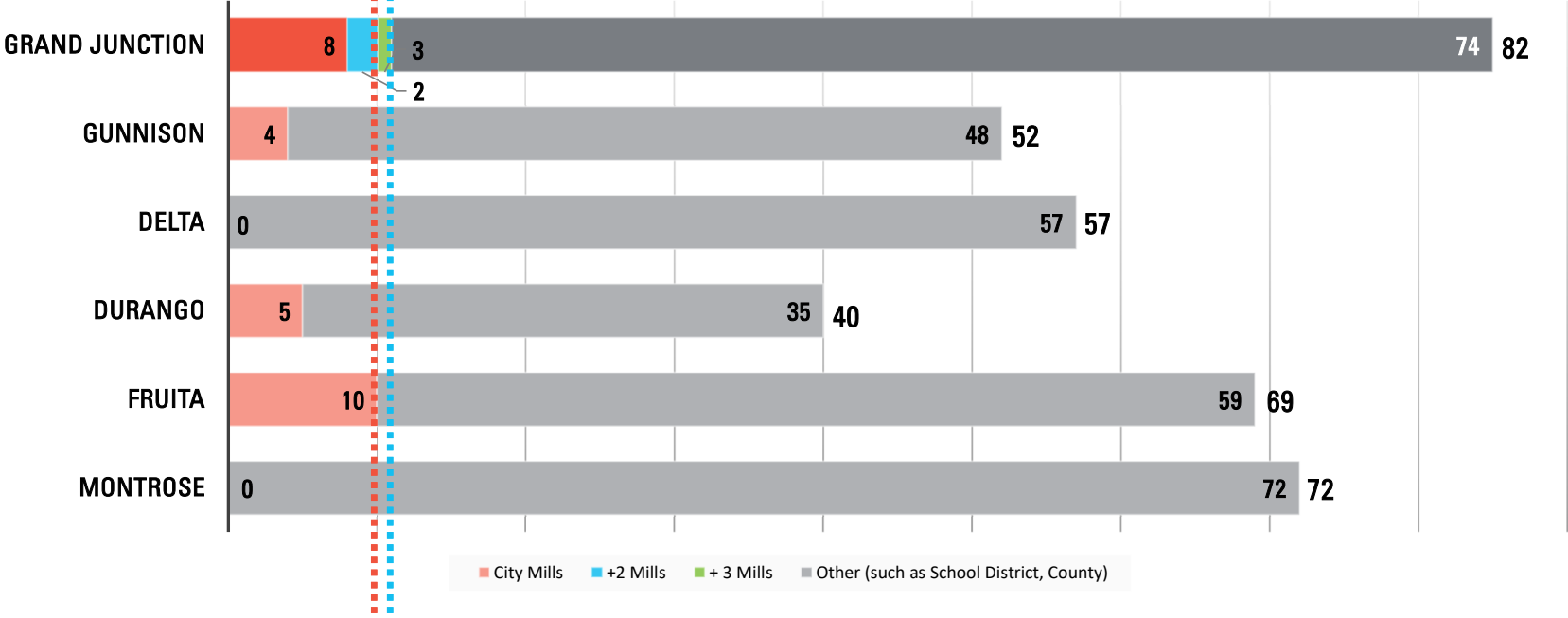


PROPERTY TAX AS A FUNDING SOURCE

BENCHMARK COMMUNITIES | PROPERTY TAX MILL LEVY RATES

\$4.5M REVENUE | 65,000 SF CRC

\$5.8M REVENUE | 83,000 SF CRC



Note: Total mill levy rate can vary based upon different sections of each community

NICOTINE TAX AS A FUNDING SOURCE

COMMUNITIES WITH A LOCAL NICOTINE TAX

COMMUNITY	CIGARETTE TAX/ PER PACK	TAX ON OTHER TOBACCO PRODUCTS AND VAPING	PRICE PER PACK
Grand Junction	\$2.00-\$3.00	30%-40%	\$9.00- \$10.00
Glenwood Springs, Pitkin County, Carbondale, Eagle	\$4.00	40%	\$11.00
Summit County	\$4.00	50%	\$11.00
New Castle	\$3.50	40%	\$10.50
Vail, Aspen, Avon	\$3.00	40%	\$10.00
Basalt	\$2.00	40%	\$9.00



CRC COMPARISONS



2019 BALLOT QUESTION

45% YES 55% NO

- 0.39% Sales tax increase
- Would have raised City Rate to 3.89%
[with roads proposal would have been the highest in the region]
- \$79 M
- 2 Sites - Matchett + Orchard Mesa
- 3 Projects
 - CRC
 - 75 Acre Park
 - Orchard Mesa Pool

2023 CONCEPT

- Cannabis revenue + 0.10-0.15% sales tax OR 2-3 mill property tax OR \$2-\$3 tax per pack of cigarettes
- Raises City Rate to 3.35-3.40%
[less than Gunnison and Montrose]
- \$70 M
- 1 Site - Matchett
- 1 Project
 - CRC

SINCE 2019 BALLOT

- First Responder Tax: 0.5% for Fire and Police
- Road Improvements: \$70M in debt funding approved (no new taxes)
- New GJ High School: \$115M bond funding approved

STRENGTHS AND WEAKNESSES OF A NEEDED 2ND FUNDING SOURCE

0.10% OR 0.15% SALES TAX

STRENGTHS

- Most common CRC funding method, especially on the western slope
- City residents pay only about 30% of the total sales tax
- Survey indicated 67% very likely or somewhat likely to support

WEAKNESSES

- Revenues are more susceptible to economic fluctuations
- Potential sensitivity to sales tax increase

2 OR 3 MILL PROPERTY TAX

STRENGTHS

- Common CRC funding method
- Stable funding source
- Survey indicated 69% very likely or somewhat likely to support

WEAKNESSES

- Due to Gallagher, businesses pay significantly more tax than residents
- Property tax has the financial burden fall on City residents while County residents free-ride

\$2 OR \$3 PER PACK CIGARETTE TAX + NICOTINE TAX ON PRODUCTS SUCH AS VAPING, CHEW AND CIGARS

STRENGTHS

- Survey indicated 79% very likely or somewhat likely to support
- Consumption taxes discourage unhealthy behavior and provide resources to benefit healthy lifestyles
- Reduces tax burden on typical public funding sources: property and sales taxes

WEAKNESSES

- Demand is much more elastic than typical purchases and users may opt to purchase products outside the city limits
- More difficult to predict revenue than property or sales tax and financing interest rate may be higher

WORKSHOP #2 FUNDING PREFERENCE



2ND FUNDING OPTION | PROPERTY TAX

BENCHMARK COMMUNITIES | PROPERTY TAX MILL LEVY RATES

\$4.5M REVENUE | 65,000 SF CRC
\$5.8M REVENUE | 83,000 SF CRC

2 OR 3 MILL PROPERTY TAX

STRENGTHS

- Common CRC funding method
- Stable funding source
- Survey indicated 69% very likely or somewhat likely to support

WEAKNESSES

- Due to Gallagher, businesses pay significantly more tax than residents
- Property tax has the financial burden fall on City residents while County residents free-ride

2ND FUNDING OPTION | NICOTINE TAX

BENCHMARK COMMUNITIES | CIGARETTE PACK COSTS

COMMUNITIES WITH A LOCAL NICOTINE TAX

COMMUNITY	QUANTITY TAX PER PACK	\$/30 STICKS TAXED	PROFIT PER PACK
Alameda/Alameda Public County	\$0.00	40%	\$0.40
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50
Clark/Clark County	\$0.00	50%	\$0.50

\$2 OR \$3 PER PACK CIGARETTE TAX + VAPING TAX

STRENGTHS

- Survey indicated 79% very likely or somewhat likely to support
- Consumption taxes discourage unhealthy behavior and provide resources to benefit healthy lifestyles
- Reduces tax burden on typical public funding sources: property and sales taxes

WEAKNESSES

- Demand is much more elastic than typical purchases and users may opt to purchase products outside the city limits
- More difficult to predict revenue than property or sales tax and financing interest rate may be higher

2ND FUNDING OPTION | SALES TAX

BENCHMARK COMMUNITIES

\$4.5M REVENUE | 65,000 SF CRC
\$5.8M REVENUE | 83,000 SF CRC

0.10% OR 0.15% SALES TAX

STRENGTHS

- Most common CRC funding method, especially on the western slope
- City residents pay only about 1/4 of the total sales tax
- Survey indicated 67% very likely or somewhat likely to support

WEAKNESSES

- Revenues are more susceptible to economic fluctuations
- Potential sensitivity to another sales tax increase

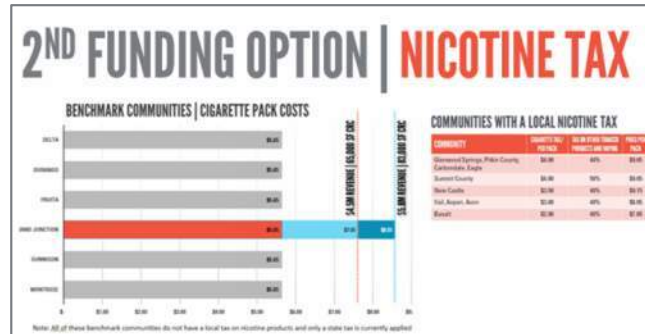
\$55M 65,000 SF CRC	\$70M 83,000 SF CRC

\$55M 65,000 SF CRC	\$70M 83,000 SF CRC

\$55M 65,000 SF CRC	\$70M 83,000 SF CRC

RESULTS

WORKSHOP #2 **FUNDING PREFERENCE**



7 FOCUS GROUPS
1 COMMUNITY MEETING
143 COMMUNITY MEMBERS
229 COMMENTS COLLECTED

2ND FUNDING SOURCE THEMES FROM WRITTEN COMMENTS

SALES TAX - PREFERRED

STRENGTHS

- Favor b/c it taps funding from non-city residents, e.g., County residents, visitors, anyone purchasing goods or services in GJ
- Emphasize how little RESIDENTS pay sales tax
- Recognition how all other CRC's funded on western slope

WEAKNESSES

- Concern over tax approaching 10%. Current rate 8.52%, increasing to 8.67% with .15% sales tax increase. Still perceived as high.

PROPERTY TAX

WEAKNESSES

- Property values are increasing, already creating higher property tax rates for homeowners
- Property taxes impact commercial business owners disproportionately

WEAKNESSES

- Property taxes as a funding mechanism for local schools should be respected
- Existing property tax already high

NICOTINE TAX

WEAKNESSES

- Question stability of the tax; smoking seems to be on the decline
- Easily avoided by buying products outside the city

WEAKNESSES

- Impacts lower income residents who smoke
- What if nicotine tax does not generate enough revenue, now or in the future? How is the gap filled?

ADDITIONAL THEMES FROM WRITTEN COMMENTS

- Critical importance of sunset provision for 2nd funding source tied to capital
- Concern about sufficiently sized, even larger option
 - Larger pool, larger gym, larger track, more community spaces desired
 - Many outdoor amenities desired to compliment site
- Marketing & Education of campaign

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Jodi Welch, Finance Director
DATE: July 15, 2022
SUBJECT: City of Grand Junction Sales Tax Sources 2022

The City's sales tax revenue is the single largest revenue source that supports General Government operations. It is important to understand where that revenue is coming from and who is paying it, especially when evaluating the value of services to our residents.

Over the last 30 years the City has engaged financial consultants six times to analyze where the City's sales tax revenue comes from on an annual basis. The analysis attributes sales tax revenues from four different sources; City households, County households, businesses, and visitors (mainly shoppers, travelers and tourists).

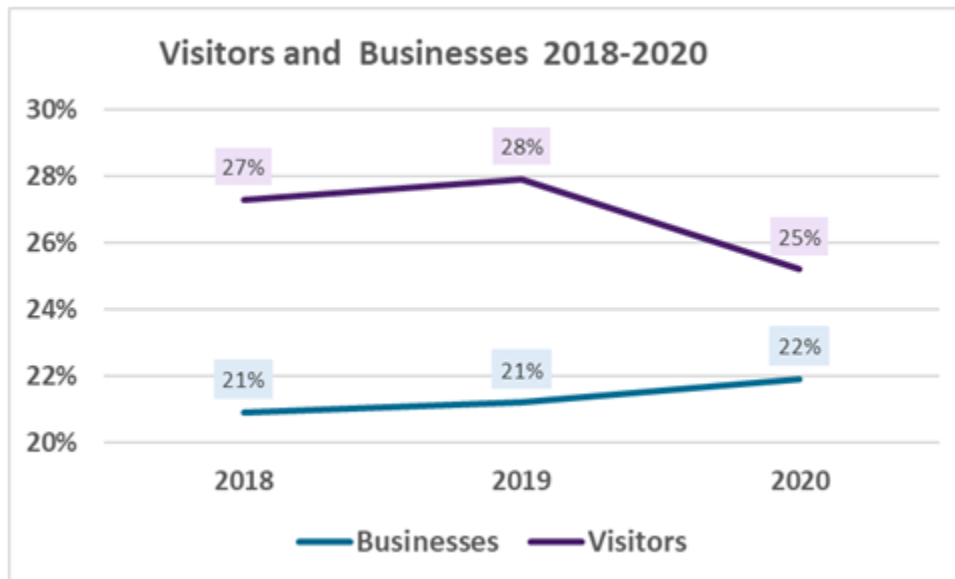
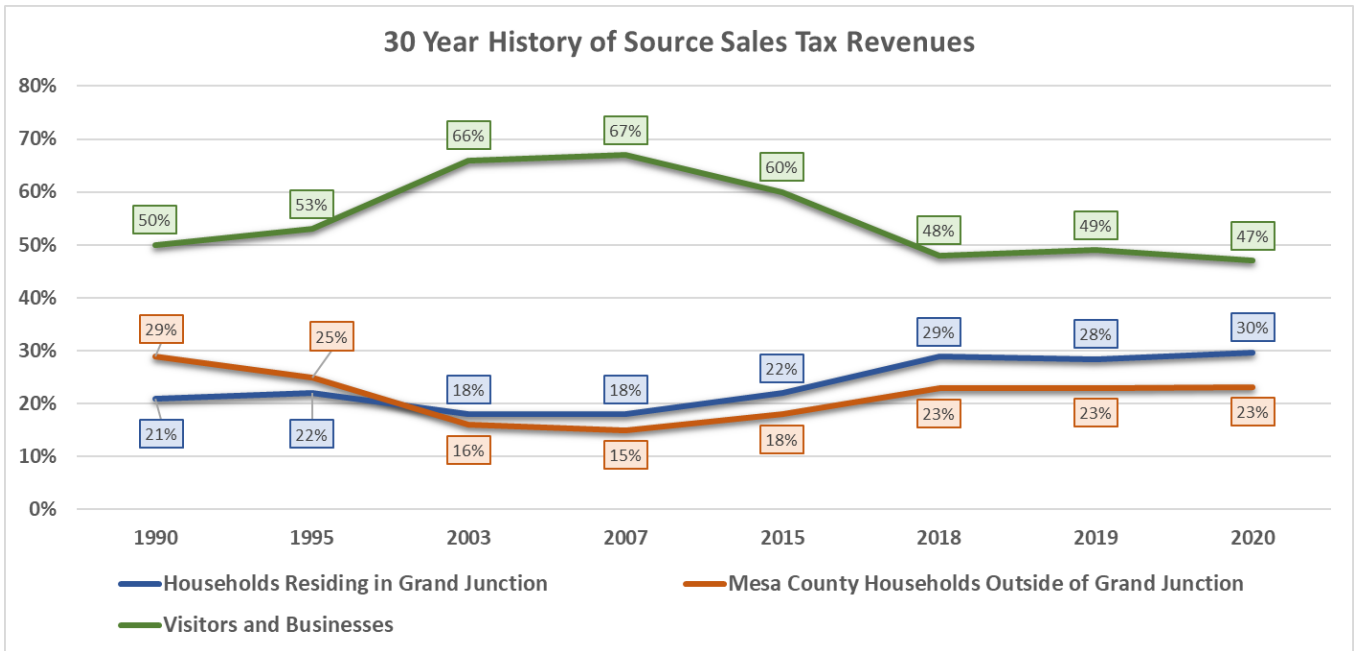
The most recent analysis was conducted by BBC Research & Consulting (BBC). The analysis builds on previous studies and allocates the revenues to the different sources by applying a methodology that considers these factors; household income, proportion of household income used for taxable purchases, proportion of expenditures made by Grand Junction and non-Grand Junction Mesa County residents, and the proportion attributable to visitors and businesses.

Given the unique nature of business during the pandemic along with questions from Council and residents about methodology, BBC and City staff reviewed each aspect of the analysis using information from City business data, other Colorado city sales tax information, and data from the Consumer Expenditure Survey. Additionally, BBC and city staff calculated the share of residential contributions to sales tax for three years: 2018, 2019, and 2020.

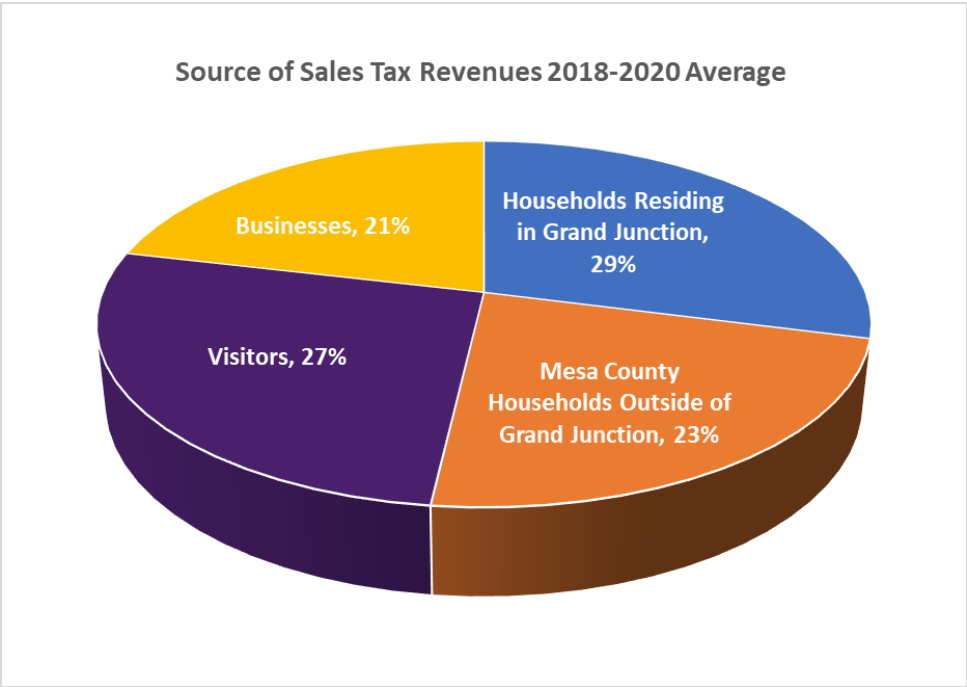
Two key insights considered by BBC during this analysis were:

- Online sales provide a greater share of sales tax than in previous studies and City data and processes account for these revenues in a more robust manner than in past studies; and
- The study team and City staff reviewed the classification of businesses remitting sales tax to ensure they were appropriately classified for the sales tax analysis. The staff and study team paid particular attention to areas where residents and staff have had questions about past sales tax sources results (e.g., automobile sales, online sales taxes, and building supplies).

The line chart below shows the history of the source of revenues. Prior to the most recent study, City households were paying 22% of sales taxes and visitors and businesses were paying the majority of sales taxes. Additionally, the break down between visitors and businesses from 2018-2020 is provided which clearly indicates the impact of the pandemic on visitors from 2019 to 2020.



In the most recent survey, as demonstrated in the pie chart below, the analysis shows a shift in sales taxes paid by City households to an average of 29%, County households paying an average of 23% of sales taxes, visitors paying an average of 27%, and businesses paying an average of 21%.



The conclusion is that loss of regional retail positioning over the years, the growth in online sales, and the impact on consumer behavior as a result of the pandemic influenced the shift. However, given the bounce back in retail activity in 2021 and the current economic environment in 2022, we believe the proportions will be impacted again. To that end, staff is working with BBC on a model resulting from this recent analysis to be able to evaluate source of sales tax revenues annually in-house.

C: Department Directors

Attachment: BBC City of Grand Junction Sales Tax Sources 2022

MEMORANDUM

To: Jodi Welch, Finance Director, City of Grand Junction
From: Kevin Williams, Managing Director, BBC Research & Consulting
Re: FINAL - City of Grand Junction Sales Tax Sources 2022
Date: July 8, 2022

The City of Grand Junction (the City), relies heavily on the sales tax revenues to fund government operations. The City collects sales tax from more than 7,000 vendors in the City on retail tangible personal property as defined by City Ordinance #2551. As such, 60 percent of City General Fund revenues come from sales, use and lodging taxes. The current sales tax rate in Grand Junction is 3.25 percent, increased by 0.50 percent in 2019 by a vote of Grand Junction citizens for the purpose of supporting fire and police services in the City. The City has retained BBC Research & Consulting to provide an analysis of the primary sources of the economic activity that results in sales tax revenues, following a past study done in 2015. BBC has worked with the City staff to update the past study, with the most recent information available, across a longer time period to capture additional nuances in the post-pandemic economy.

Methodology

The sales taxes collected by the City can be attributable to four sources:

- Purchases by City of Grand Junction households;
- Purchases by non-Grand Junction households in Mesa County;
- Sales to businesses; and
- Spending by visitors from outside of Mesa County.

The study team has used various tools of economic and financial analysis to estimate the share of sales tax revenues attributable to each of these sources, outlined in the following steps:

Step 1: Number of households. The Colorado Department of Local Affairs State Demography Office provides estimates of the number of households in each county throughout the state and certain communities within the County. BBC took the estimated number of households in Mesa County and Grand Junction for 2019 from the State Demography Office, as shown in Figure 1.

Figure 1.
Number of Households

	2017	2018	2019
Number of households			
Mesa County	66,520	67,293	68,186
Grand Junction	28,620	29,150	29,574
Household size			
Mesa County	2.29	2.29	2.29
Grand Junction	2.46	2.46	2.46
Share of Grand Junction households in Mesa County	43.0%	43.3%	43.4%

Source: State Demography Office, Colorado Department of Local Affairs.

Step 2: Household income. BBC used data from the American Community Survey (ACS) from the United States Census Bureau for 2015-2019 to determine the median household income for Mesa County households and Grand Junction households. Multiplying the median household income, with the number of households in the previous step, the study team calculated the total household income for Mesa County households and Grand Junction households. BBC then estimated the median household income for households in Mesa County that are not in Grand Junction, as shown in Figure 2.

Figure 2.
Total Households income in Grand Junction, Mesa County, and Mesa County Households Outside of Grand Junction

	Median Household Income	Number of Households	Total Household Income (Millions)	Share of Household Income
Grand Junction households	\$52,504	29,574	\$1,553	41%
Mesa County households outside Grand Junction	\$57,699	38,612	\$2,223	59%
Mesa County households	\$55,379	68,186	\$3,776	100%

Source: ACS 2015-2019 estimates, US Census Bureau.

Step 3: Consumer Expenditure estimates. Using data from the Bureau of Labor Statistics' 2019 Consumer Expenditure Survey (CES), BBC estimated the proportion of household income for Mesa County residents (both residents from Grand Junction and those from the remainder of the County) devoted to taxable purchases. To do so, BBC collected data from CES on share of income by expenditure category, for the 3rd income quintile, as associated with the Mesa county and Grand Junction household income estimations. Using this methodology, BBC estimated that

taxable retail expenditures account for slightly more than one-third of spending by households in Mesa County and Grand Junction, as shown in Figure 3.

Figure 3.
Consumer expenditures estimates

Source:
Bureau of Labor Statistics 2019 Consumer Expenditure Survey.

Expenditure Class	3rd Quintile Share (U.S.)
Non-Retail Expenditures	44.0%
Exempt Retail Expenditures	17.7%
Taxable Retail Expenditures	31.7%
Non-Spending	6.6%

The spending categories in each of these expenditure classes is further detailed in Figure 4. Each spending category from the CES data and its corresponding proportion of income is categorized into taxable and non-taxable expenditures. BBC then estimated the total expenditures for Grand Junction households, Mesa County households, and households in Mesa County that are outside of Grand Junction by multiplying share of income for each category by total household income.

Figure 4.
Detailed consumer expenditures

Expenditure Class	Expenditure Category	Share (U.S., 3rd Income quintile)	Grand Junction Households	Remainder Households	Mesa County Households
Non-Retail Expenditures (44%)	Shelter	18.6%	\$289	\$414	\$702
	Household Operation	2.1%	\$33	\$47	\$79
	Other Fuels, Water, Sewer	1.2%	\$19	\$27	\$45
	Health Insurance	5.7%	\$89	\$127	\$215
	Medical Services	1.4%	\$22	\$31	\$53
	Education	1.2%	\$19	\$27	\$45
	Life & Personal Insurance	0.6%	\$9	\$13	\$23
	Cash Contributions	2.3%	\$36	\$51	\$87
	Pensions & Social Security	7.5%	\$116	\$167	\$283
	Vehicle Finance Charges	3.2%	\$50	\$71	\$121
Exempt Retail Expenditures (17.7%)	Groceries	7.8%	\$121	\$174	\$295
	Prescription Drugs	0.8%	\$12	\$18	\$30
	Tobacco Products & Smoking Supplies	0.6%	\$9	\$13	\$23
	Fees and Admissions	0.7%	\$11	\$16	\$26
	Gasoline and Motor Oil	3.7%	\$57	\$82	\$140
	Utilities: Electric, Natural Gas	3.2%	\$50	\$71	\$121
	Public Transportation	0.9%	\$14	\$20	\$33
Taxable Retail Expenditures - Consumer Goods (31.7%)	Housekeeping Supplies	1.2%	\$18	\$26	\$44
	House Furnishings & Equipment	3.1%	\$48	\$69	\$117
	Entertainment Equipment	1.6%	\$25	\$36	\$60
	Apparel & Accessories	2.7%	\$42	\$60	\$102
	Personal Care Products and Services	1.2%	\$19	\$27	\$45
	Non-Prescription Drugs & Medical Supplies	0.3%	\$5	\$7	\$11
	Books	0.2%	\$3	\$4	\$7
	Pets, Toys, Entertainment, Misc. Retail	3.1%	\$48	\$69	\$117
	Motor Vehicle Purchases	7.1%	\$110	\$158	\$268
	Motor Vehicle Maintenance (Parts)	1.4%	\$22	\$31	\$53
	Eating & Drinking	6.5%	\$101	\$145	\$245
	Utilities: Telephone	2.5%	\$39	\$56	\$94
Vehicle Rentals and Leases	1.1%	\$17	\$25	\$42	
Non-Spending (6.6%)	Taxes & Other (savings)	6.6%	\$102	\$147	\$249
Total Product		100.0%	\$1,553	\$2,228	\$3,777

Source: Bureau of Labor Statistics 2019 Consumer Expenditure Survey.

Step 4: Spending in Grand Junction by Grand Junction residents. A portion of household spending by Grand Junction residents were made outside of the City. Based on information from past studies and knowledge of the way sales taxes are attributed from discussions with the City staff, BBC estimated that approximately \$418 million of the more than \$490 million of Grand Junction household expenditures were made in the City, as shown in Figure 5.

Figure 5.
Spending in Grand Junction by Grand Junction Residents

Taxable category	% Spent in Grand Junction	Contribution to tax base	Sales tax receipts
Apparel & Accessories	70%	\$29.4	\$1.0
Books	70%	\$2.1	\$0.1
Eating & Drinking	80%	\$80.8	\$2.6
Entertainment Equipment	75%	\$18.8	\$0.6
House Furnishings & Equipment	75%	\$36.0	\$1.2
Housekeeping Supplies	90%	\$16.2	\$0.5
Non-Prescription Drugs & Medical Supplies	90%	\$4.5	\$0.1
Personal Care Products	90%	\$17.1	\$0.6
Utilities: Telephone	100%	\$39.0	\$1.3
Pets, Toys, Entertainment, Misc. Retail	100%	\$40.8	\$1.3
Motor Vehicle Purchases	100%	\$110.0	\$3.6
Motor Vehicle Maintenance (Parts)	90%	\$19.8	\$0.6
Vehicle Rentals and Leases	20%	\$3.4	\$0.1
Total		\$417.9	\$13.6

Source: Past reports of Grand Junction sales tax analysis.

For each taxable expenditure category in the CES data, the proportions of estimated spending in Grand Junction by Grand Junction residents are multiplied by the total estimated spending for each category to determine the contribution to the tax base. Using the current sales tax rate of 3.25 percent, BBC then estimated the sales tax receipts generated by spending in Grand Junction by Grand Junction residents.

Step 5: Spending in Grand Junction by Mesa County households outside of Grand Junction. Mesa County residents who live outside of Grand Junction likely make a substantial portion of their retail purchases within the City. Certain taxable expenditures, however, are attributed to the location of the resident making the purchase (such as motor vehicles). As a result, the taxes for those purchases would be collected outside of Grand Junction even if the purchase was made in Grand Junction. Excluding those types of purchases, Mesa County households that are not located in Grand Junction spend approximately \$706 million on taxable retail purchases annually. Based on information from the last study and information about sales tax attribution, BBC estimates that approximately 53 percent of those expenditures occur in Grand Junction, as shown in Figure 6.

Figure 6.
Spending in Grand Junction by Residents in Mesa County

Taxable category	% Spent in Grand Junction	Contribution to Tax base
Apparel & Accessories	60%	\$36.0
Books	60%	\$2.4
Eating & Drinking	50%	\$72.5
Entertainment Equipment	65%	\$23.4
House Furnishings & Equipment	70%	\$17.5
Housekeeping Supplies	90%	\$62.1
Non-Prescription Drugs & Medical Supplies	90%	\$23.4
Personal Care Products	90%	\$6.3
Utilities: Telephone	70%	\$39.2
Pets, Toys, Entertainment, Misc. Retail	75%	\$20.3
Motor Vehicle Maintenance (Parts)	85%	\$47.6
Vehicle Rentals and Leases	90%	\$22.5
Total		\$373.2

Note: Excludes expenditures related to motor vehicle purchases and utilities, as these are tied to the residence and not subject leakage.

Source: Past studies of sales tax sources for the City of Grand Junction.

Step 6: Categorization of sales tax receipts. The City provided sales tax receipts data by vendor establishments for the years 2018, 2019 and 2020. BBC classified the sales tax receipts data from the City into categories based on their NAICS code and their breakdown is shown in Figure 7. Less than one percent of the data has remained unclassified.

Figure 7.
Spending in Grand Junction by Residents in Mesa County

Sales tax receipts category	2018	2019	2020
Unclassified	\$ 123,086	\$167,183	\$206,140
Finance & Insurance	\$ 210,125	\$214,844	\$232,465
Construction	\$ 803,377	\$777,568	\$873,421
Communications & Utilities	\$ 3,284,753	\$2,833,987	\$2,731,639
Services: Business	\$ 1,607,109	\$1,761,267	\$1,764,125
Services: Lodging	\$ 1,561,566	\$1,613,764	\$1,232,367
Manufacturing And Wholesale Trade	\$ 13,654	\$14,951	\$21,437
Online retail	\$ 1,461,979	\$1,614,828	\$2,498,526
Retail Trade: Restaurants & Bars	\$ 6,072,349	\$6,369,003	\$6,719,791
Retail Trade: Building Materials	\$ 6,838,435	\$7,196,985	\$9,543,801
Retail Trade: Motor Vehicles & Parts	\$ 7,724,553	\$8,260,476	\$9,331,056
Retail Trade: Consumer Goods & Personal Services	\$ 17,690,033	\$17,869,553	\$21,119,285
Total	\$ 47,391,018	\$48,694,408	\$56,274,052

Source: Sales tax data from the City of Grand Junction.

BBC then mapped each of these categories from the sales tax receipts data to taxable expenditure categories in the CES data, as shown in Figure 8.

Figure 8.
Crosswalk between CES Data and City Sales Tax Data

CES categories	City sales tax data categories
Apparel & Accessories	Retail Trade: Consumer Goods & Personal Services
Books	Retail Trade: Consumer Goods & Personal Services
Eating & Drinking	Retail Trade: Restaurants & Bars
Entertainment Equipment	Retail Trade: Consumer Goods & Personal Services
Vehicle Rentals and Leases	Retail Trade: Consumer Goods & Personal Services
House Furnishings & Equipment	Retail Trade: Building Materials
Housekeeping Supplies	Retail Trade: Consumer Goods & Personal Services
Non-Prescription Drugs & Medical Supplies	Retail Trade: Consumer Goods & Personal Services
Personal Care Products	Retail Trade: Consumer Goods & Personal Services
Utilities: Telephone	Communications & Utilities
Pets, Toys, Entertainment, Misc. Retail	Retail Trade: Consumer Goods & Personal Services
Motor Vehicle Purchases	Retail Trade: Motor Vehicles & Parts
Motor Vehicle Maintenance (Parts)	Retail Trade: Motor Vehicles & Parts

Source: BBC Research & Consulting.

Step 8: Calculating the share of sales tax expenditures attributable to Grand Junction Residents. Using the crosswalk between CES expenditure categories and the city sales tax receipts data, BBC calculated the share of tax receipts attributable to Grand Junction residents, as shown in Figure 9.

Figure 9.
Share of Tax Receipts Attributable to Grand Junction Residents

Taxable category	City sales tax data	CES estimations for GJ		
		residents	Reallocation	Proportion
Retail Trade: Consumer Goods & Personal Services	\$ 21,069,209	\$ 4,298,125	\$ 3,562,710	17%
Retail Trade: Motor Vehicles & Parts	\$ 9,331,056	\$ 4,218,500	\$ 3,861,000	41%
Retail Trade: Building Materials	\$ 9,543,801	\$ 1,170,000	\$ 2,957,505	31%
Retail Trade: Restaurants & Bars	\$ 6,719,791	\$ 2,626,000	\$ 2,297,750	34%
Communications & Utilities	\$ 2,731,639	\$ 1,267,500	\$ 190,139	46%
Online retail	\$ 2,548,601		\$ 2,548,601	100%

Source: BBC Research & Consulting.

For each category shown in Figure 9, the CES estimations of spending by Grand Junction residents within the City shown in step 4, and the corresponding sales tax receipts make up the proportion of total City sales tax receipts that is attributable to Grand Junction residents. For retail trade in consumer goods and personal services, the estimation is adjusted to exclude

online retail sales. In retail trade in motor vehicle and parts, the estimation is adjusted down by approximately 4 percent to account for some of the transactions in this category to take place at general retail stores for common maintenance parts, oil, etc. This adjustment amount is determined from the corresponding difference amount of reducing the CES estimate of proportion of spending by Grand Junction residents from 100 percent to 90 percent. This remaining adjustment amount is then reallocated to the retail trade in consumer goods and personal services category. Similarly, the CES estimate for retail trade in restaurant and bars is adjusted down to incorporate spending in grocery stores, and the corresponding amount is reallocated to retail trade in consumer goods and personal services. CES estimations for spending in communication and utilities is directly accounted for the proportion attributable to Grand Junction residents, and the remaining is reallocated to retail trade in consumer goods to account for spending in telecommunications equipment, related services, etc.

Step 9. Remaining calculations. After determining the share of sales tax receipts attributable to Grand Junction residents using the assumptions outlined in step 8, the same process is carried out for Mesa County residents.

For visitors, based on past studies and discussions between BBC and the City staff, the remaining of the sales tax receipts after subtracting what is attributable to Grand Junction and Mesa County residents is distributed as shown in Figure 10. Remaining receipts in retail trade in consumer goods, motor vehicles and parts, restaurants and bars are attributable to businesses. Following that, all of manufacturing wholesale and trade, business services, construction, finance, and insurance, are attributable to businesses.

Figure 10.
Share of Remaining Receipts Attributable to Visitors.

Source:
BBC Research & Consulting.

Category	% of remainder imputed to visitors
Construction	0%
Manufacturing and Wholesale Trade	0%
Transportation, Communications, Utilities	0%
Retail Trade, Building Materials	0%
Retail Trade: Consumer Goods & Personal Services	90%
Retail Trade: Business Goods	0%
Retail Trade, Motor Vehicles & Parts	25%
Retail Trade, Restaurants & Bars	90%
Finance & Insurance	0%
Services: Lodging	100%
Services: Business	0%
Services: Visitors	100%

Less than one percent of all expenditures were unclassified by the City or BBC. These expenditures were distributed between the four sources according to the distribution of the classified sales tax expenditures.

Results

BBC estimated sales tax revenue for the City from households in Grand Junction, Mesa County, visitors and businesses. Figure 11 shows the breakdown for 2018, 2019, and 2020. Proportion of sales tax receipts attributable to households in Grand Junction are 28.9%, 28.4% and 29.7% in 2018, 2019 and 2020, respectively.

Figure 11.
Share of Tax Receipts Attributable to Grand Junction Residents

Consumer Type	2018		2019		2020	
	Dollar Amount	Percentage of Total	Dollar Amount	Percentage of Total	Dollar Amount	Percentage of Total
Households in:						
Grand Junction	\$ 13,705,092	28.9%	\$ 13,845,129	28.4%	\$ 16,696,972	29.7%
Remainder of Mesa County	\$ 10,842,946	22.9%	\$ 10,915,877	22.4%	\$ 13,068,540	23.2%
Visitors	\$ 12,941,396	27.3%	\$ 13,300,353	27.9%	\$ 14,181,558	25.2%
Businesses	\$ 9,901,585	20.9%	\$ 10,633,049	21.2%	\$ 12,326,982	21.9%
Total	\$ 47,391,018	100%	\$ 48,694,408	100%	\$ 56,274,052	100%

Source: BBC Research & Consulting.



Grand Junction City Council

Regular Session

Item #8.a.i.

Meeting Date: August 17, 2022

Presented By: Jodi Welch, Finance Director, Greg Caton, City Manager

Department: Finance

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

An Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022

RECOMMENDATION:

Staff recommends approving an ordinance making supplemental appropriations and amending the 2022 City of Grand Junction Budget.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is for new spending authorization for the Community Recreation Center, the Orchard Mesa Pool Renovation, to spend additional revenues not anticipated in the original 2022 budget, and to replace Cannabis revenue for the Pickleball/Tennis Court and Monument Connect Phase II projects.

BACKGROUND OR DETAILED INFORMATION:

A detail listing of supplemental appropriation by fund is provided in the agenda documentation. The following provides additional information for the supplemental requests. The 2022 Supplemental Appropriation includes spending authorization in the following funds:

General Fund 100

The General Fund requires a total supplemental appropriation of \$2,001,930. A supplemental appropriation of \$117,000 is required for the Community Recreation Center survey with Colorado Mesa University (CMU) and the feasibility study (\$22,000) with Barker Rinker Seacat (\$95,000). A supplemental appropriation of \$86,930 is required to authorize spending of direct allocation from the Colorado Office of Early Childhood for workforce stabilization and sustainability to be used for summer seasonal employee retention and for the City's early learning center operations.

As directed by City Council, staff has moved forward with preparing for the renovation of Orchard Mesa Pool. A supplemental appropriation of \$598,000 is required for the Orchard Mesa Pool Renovation design. For the first reading of the ordinance on August 3rd, an estimate of construction cost was contemplated. However, staff now recommends waiting until completion and presentation of design to bring forward construction costs.

A supplemental appropriation of \$400,000 is required for the Pickleball/Tennis Court project because of cost increases. As reported to Council in the July 6th, 2022 staff report, the original project was estimated at \$1.6 million. However, after not receiving any bids, in order to move forward with this important project for the community, staff began negotiating proposals and the estimated cost is now \$2,000,000.

A supplemental appropriation of \$800,000 is required to replace Cannabis revenue on the Pickleball/Tennis Court and Monument Connect Phase II projects. When originally budgeted, it was anticipated that approximately nine months of revenue would be generated in 2022. However, now that licensing will not be complete until the latter part of the year, the General Fund is proposed to be used to replace the Cannabis revenue in order to proceed with the projects and reserve Cannabis revenue for the Community Recreation Center funding.

Of the \$2,001,930 required supplemental appropriation, with the exception of the direct allocation spending, all of the other spending will need to be funded by the General Fund reserves. Currently, the General Fund reserve on December, 31, 2022, is projected to be \$35.9 million, and of that amount, \$24.6 million is reserved or restricted. Therefore, \$11.1 million is available to fund the spending as presented.

Visit Grand Junction Fund 102

The Visit Grand Junction (Visit GJ) Fund requires a supplemental appropriation of \$50,000 for the grant program for local tourism related businesses. On April 6, 2022, Council authorized the distribution of lost revenues to Visit Grand Junction through the American Rescue Plan Act (ARPA) revenue loss allowance. As described on April 6th, Visit GJ will utilize the distribution of ARPA funds to subsidize a cooperative program with Destination Travel Network (DTN) and other marketing technology platforms. Visit GJ and DTN have partnered to create an affordable solution for Grand Junction tourism businesses (retail, restaurants, lodging, activities, and events) that are interested in

expanding their marketing efforts to attract new customers and drive revenues. This \$50,000 supplemental appropriation authorizes the start of that grant program.

First Responder Tax Fund 107

The First Responder Tax Fund requires a supplemental appropriation of \$445,000 for a fall academy that was not originally planned in the 2022 budget. The academy is needed for staffing and the majority of the costs are for the specialized personal protection equipment that is required and personalized for each employee.

Sales Tax CIP Fund 201

The Sales Tax CIP Fund is where the majority of the City's capital projects are budgeted. The Sales Tax CIP Fund requires a supplemental appropriation of \$1,108,000. This includes the Orchard Mesa Pool Renovation Design of \$598,000. As discussed above in the General Fund section, originally a construction cost was included, but now staff recommends waiting until the completion and presentation of the design before estimating construction costs. Also included is the increase in the Pickleball/Tennis court project of \$400,000, as well as a columbarium for the Orchard Mesa Cemetery for \$110,000. There has been a shift towards preference for a cremation/columbarium option and currently the cemetery is in need of an additional columbarium because all available spots are sold.

Solid Waste Fund 302

The Solid Waste Fund requires a supplemental appropriation of \$376,200 for the recycling operations that were assumed after the asset purchase of Curbside Recycling Indefinitely as authorized by City Council on February 15th, 2022. The fund balance in the Solid Waste Fund before this budget amendment is projected at \$2.5 million with a target fund balance of \$1 million for future investment in fleet and containers and therefore there are sufficient funds to fund this supplemental.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5093, an ordinance making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022.

Attachments

1. August 17th, 2022 Supplemental Appropriation Detail By Fund
2. 2022 Supplemental Appropriation August 17,2022

Supplemental Appropriation Detail By Fund
Second Reading August 17th, 2022

Fund and Description	Amount
General Fund 100	
Community Recreation Center Survey with Colorado Mesa University	\$ 22,000
Feasibility Study for the Community Recreation Center	95,000
Spend of Stabilization and Sustainability Direct Allocation from Colorado Office of Early Childhood for Summer Workforce Retention and Learning Center Operations	86,930
Orchard Mesa Pool Design (transfer to Capital)	598,000
Increase in Cost for Pickleball/Tennis Court Project (transfer to Capital)	400,000
Replace Cannabis Revenue for Pickleball/Tennis Court Project (transfer to Capital)	550,000
Replace Cannabis Revenue for Monument Connect Phase II (transfer to Capital)	250,000
Total General Fund Supplemental Appropriation	\$ 2,001,930
Visit Grand Junction Fund 102	
Grant Program to Support Tourism Businesses in Marketing Efforts	50,000
Total Visit Grand Junction Fund Supplemental Appropriation	\$ 50,000
First Responder Fund 107	
For Fall Recruit Academy	\$ 445,000
Total First Responder Fund Supplemental Appropriation	\$ 445,000
Sales Tax Capital Improvement Fund 201	
Orchard Mesa Pool Renovation Design (funded by General Fund)	\$ 598,000
Increase in Cost for Pickleball/Tennis Court Project (funded by General Fund)	400,000
Orchard Mesa Cemetery Columbarium	110,000
Total Sales Tax Capital Improvement Plan Fund Supplemental Appropriation	\$ 1,108,000
Solid Waste Fund 302	
Operating Costs for Recycling after the Asset Purchase Agreement	\$ 376,200
Total Solid Waste Fund Supplemental Appropriation	\$ 376,200

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2022 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2022 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 2,001,930
Visit Grand Junction Fund	102	\$ 50,000
First Responder Tax Fund	107	\$ 445,000
Sales Tax CIP Fund	201	\$ 1,108,000
Solid Waste Fund	302	\$ 376,200

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2022.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2022.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #8.b.i.

Meeting Date: August 17, 2022
Presented By: Scott Peterson, Senior Planner
Department: Community Development
Submitted By: Scott Peterson, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340)

RECOMMENDATION:

The Planning Commission heard this item at its May 24, 2022 meeting and voted (4-0) to recommend denial of the request. Pursuant to Section 21.02.210(e) of the GJMC, an affirmative vote of five members of the City Council is required to approve a rezone recommended for denial by the Planning Commission.

EXECUTIVE SUMMARY:

The Applicant, Kettle Capital, LLC, is requesting a rezone from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for a parcel of land totaling 15.34-acres located at 2370 Broadway (Highway 340) in the Redlands in anticipation of future residential subdivision development. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low, if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated north of Broadway (Highway 340) and southwest of Scenic Elementary School and currently contains one (1) single-family detached home. The property was annexed into the City limits in 2005 as part of the Sycamore Creek Annexation No. 2 with an assigned zone district of R-2 (Residential – 2 du/ac). The applicant is seeking a change in zoning that implements the 2020 Grand Junction Comprehensive Plan and also in preparation for future residential subdivision development. The current City zoning for the property of R-2 (Residential - 2 du/ac) is not consistent with, nor implements, the adopted Comprehensive Plan designation of

Residential Low.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium-density detached and attached dwellings and multi-family in areas where large-lot development is discouraged and adequate public facilities and services are available. R-5 supports the Comprehensive Plan's principals of concentrating urban growth and reinforcing community centers. A mix of dwelling types is allowed in this district.

The request for a rezone anticipates future subdivision and development on the property. The Applicant seeks to develop a residential subdivision with a density range between 3 – 5.5 dwelling units an acre (R-5 zone district). Understanding that the Comprehensive Plan designation of Residential Low adopted in 2020 promotes growth through infill, the future land use requires an excess of two (2) dwelling units per acre and a maximum of 5.5 dwelling units per acre through the use of allowable zone districts, such as the R-4 (Residential – 4 du/ac) or the R-5 (Residential – 5 du/ac) zone district. The current zone district of R-2 (Residential – 2 du/ac) does not implement this goal, as the maximum permitted density is two (2) dwelling units per acre. The R-4 (Residential – 4 du/ac) zone district allows a minimum density of two (2) dwelling units an acre while the proposed R-5 (Residential – 5 du/ac) zone district has a minimum density requirement of three (3) units per acre that aligns well with and implements the land use designation of Residential Low.

In addition to the R-5 (Residential – 5 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac):

- a. R-4 (Residential – 4 du/ac)
- b. CSR (Community Services and Recreation)

In reviewing the other zoning district options for implementing the Residential Low land use designation, the CSR zone district also allows single-family detached development but at a minimum of 1 dwelling unit per acre. Given the applicant's intent to build single-family residential homes, the R-4 or R-5 zone districts are the only zone districts able to implement the land use designation of Residential Low. The applicant has requested the R-5 zone district.

The existing properties adjacent to the subject property are all zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, with a future land use designation of Residential Low.

This area of the Redlands is anticipated to be changing in the coming years with the recent approval of the Redlands 360 Planned Development residential project located less than a mile from the applicant's property. With that proposed development, it could add over 1,700 +/- homes to the area over the next 25 years.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting via Zoom regarding the proposed rezone request was held on March 15, 2022, in accordance with Section 21.02.080(e) of the Zoning and Development Code. The applicant's representative and City staff were in attendance along with over 10 citizens. A presentation of the rezone request to R-5 was made by the applicant's representative. Those in attendance expressed concerns regarding traffic impacts to Broadway (Highway 340) and increased residential density in the area.

Notice was completed consistent with the provisions in Section 21.02.080(g) of the Zoning and Development Code. The subject property was posted with a new application sign on April 1, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 12, 2022. The notice of the Planning Commission public hearing was published May 17, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.140(a) of the Zoning and Development Code, which provides that the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

- (1) Subsequent events have invalidated the original premises and findings; and/or

The existing property is currently zoned R-2, (Residential – 2 du/ac). At the time of annexation of the property in 2005, the Residential Low category of the adopted 1996 Growth Plan had a maximum density of two (2) dwelling units an acre and therefore the property was zoned as appropriate, R-2 (Residential – 2 du/ac). While the property owner could still develop under the R-2 zone district, they have requested a rezone to increase the residential density consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from Residential Low (.5 – 2 du/ac) under the then adopted 2010 Comprehensive Plan to Residential Low (2 – 5.5 du/ac). This change in land use densities now requires a minimum of two (2) dwelling units per acre to a maximum of 5.5 dwelling units per acre. Therefore, the current zoning of R-2 is not in compliance with the 2020 Future Land Use designation of Residential Low. Therefore, staff finds that this criterion is met.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The existing residential adjacent properties surrounding the applicant's property are currently zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, which would be in compliance with the Comprehensive Plan Future Land Use map designation of Residential Low, if developed at that density. The applicant's property is requested to be rezoned to R-5 which would also be in compliance with the Residential Low designation of the Comprehensive Plan. The character of the area has

not changed as no new residential subdivision development has taken place within the near vicinity at this time. Therefore, staff finds that this criterion has not been met at this time.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Adequate public and community facilities and services are available near or to the property and are sufficient to serve land uses associated with the proposed R-5 zone district. Public sanitary sewer service, Ute Water domestic water service, Xcel Energy electrical and gas service are available near or to the site. Transportation infrastructure is also adequate to serve development of the type and scope associated with the R-5 zone district. At this point, the Colorado Department of Transportation (CDOT) does not have any comments concerning the rezone, but at the time of subdivision development, an access permit for connection to Highway 340 and a traffic impact study will be required. The City Fire Department also expressed no concern with providing service for the additional density proposed by the rezone.

The property is also within two (2) miles of a medical clinic, retail sales areas and a grocery store. Scenic Elementary School is also adjacent to the property. Therefore, staff finds that this criterion is met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There is currently an inadequate supply of suitably designated land located within the Redlands in this area that is zoned R-5. The applicant has requested a rezone to increase the residential density to be consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from a half/acre lot to a maximum of two (2) dwelling units an acre under the 2010 Comprehensive Plan to a proposed residential density as allowed under the proposed R-5 zone district between 3 to 5.5 dwelling units an acre. The current zoning of R-2 is not in compliance with the existing Future Land Use designation. The 2020 Comprehensive Plan promotes infill development for existing parcels of land that wish to develop to allow for additional densities to aid in the avoidance of leapfrog and sprawl development. Therefore, Staff finds this criterion to be met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The requested zone district of R-5 will provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of a growing community. The property currently contains one (1) single family house. By rezoning the property to R-5 which is in compliance with the 2020 Comprehensive Plan Future Land Use Map and developing at a minimum of three (3) dwelling units per acre, it will provide for additional opportunities for housing to be constructed at a higher

density. The community and area will also benefit from the potential for development of currently vacant parcels of land and underutilized site, adjacent to an existing elementary school and nearby commercial services along the Broadway/Highway 340 corridor that, should it develop, will be required to meet current code standards for such subdivision improvements and other on-site improvements. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-5 (Residential – 5 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Plan Principle 3: *Responsible and Managed Growth*
 - o Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - o The proposed rezone will provide for a higher density of development as allowed under the Comprehensive Plan nestled into an existing area where infrastructure is near or already available to the site.

- Plan Principle 5: *Strong Neighborhoods and Housing Choices*
 - o Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - o The R-5 (Residential – 5 du/ac) allows for flexibility in the type of housing units that can be built per the Zoning & Development Code, allowing for both single-family attached and detached living units. With this ability, it becomes easier to add diversity to the City's housing stock.

- Plan Principle 6: *Efficient and Connected Transportation*
 - o Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - o The subject property is located adjacent to Broadway/Highway 340 and is less than 2-miles to existing and future commercial business located along the Broadway/Highway 340 corridor. Scenic Elementary School is also located adjacent to the property, within walking distance of the property.

- Plan Principle 8: *Resource Stewardship*
 - o Goal: Promote the use of sustainable development.
 - o Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the city. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already near or available on the site of the proposed rezone.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 2370 Broadway Rezone request from R-2 (Residential - 2 du/ac) to

R-5 (Residential – 5 du/ac) for the property located at 2370 Broadway in the Redlands, the following findings of facts have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

The Planning Commission recommended denial of the rezone request to R-5 after concerns were expressed during the hearing by members of the neighborhood that the proposed request added too much density. The Planning Commission also expressed concerns that R-5 allowed for multi-family.

FISCAL IMPACT:

This land use request does not have any direct fiscal impact.

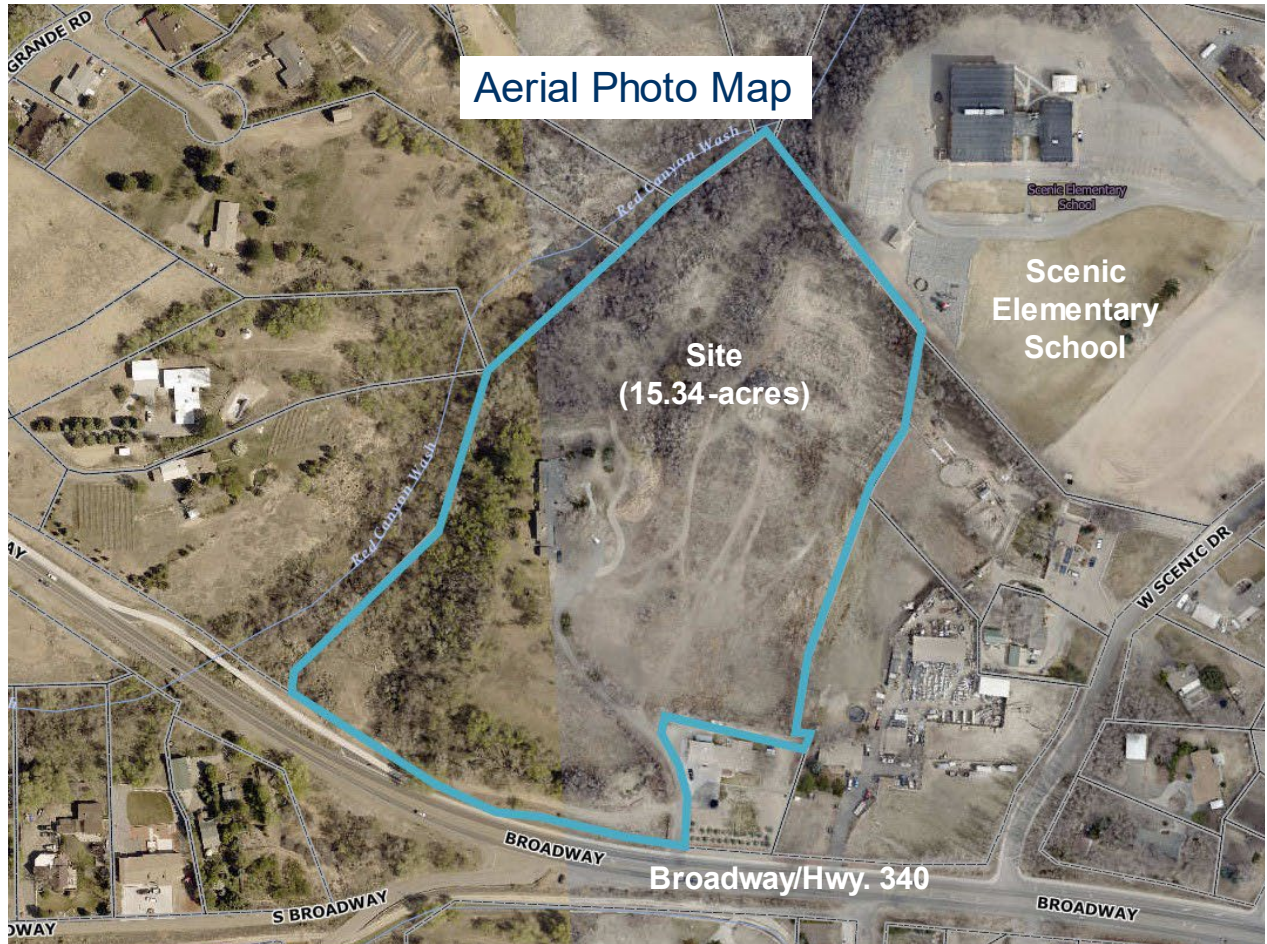
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5078, an ordinance rezoning 15.34-acres from R-2 (Residential - 2 du/ac) to R-5 (Residential - 5 du/ac) located at 2370 Broadway (Highway 340) in the Redlands on final passage and order final publication in pamphlet form.

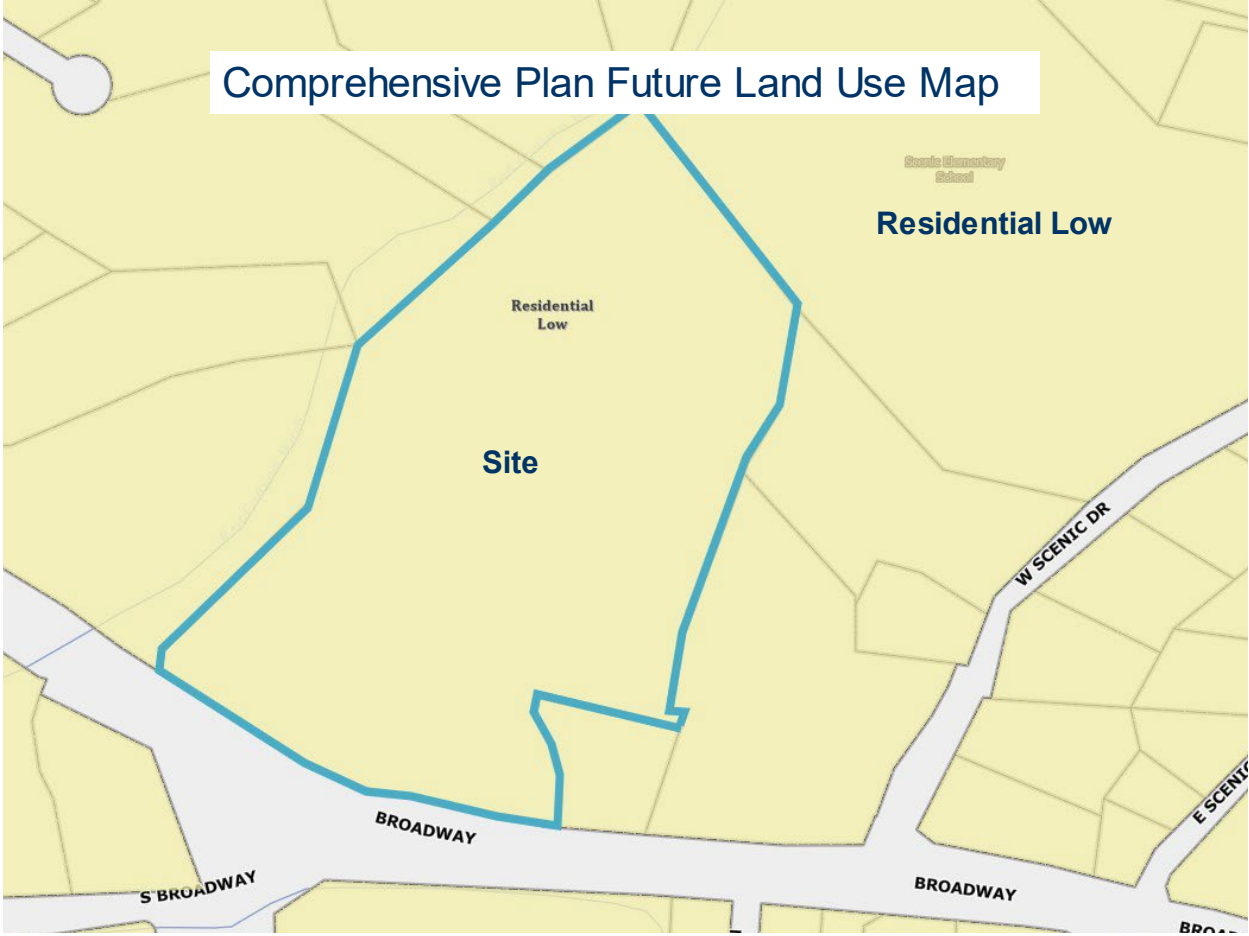
Attachments

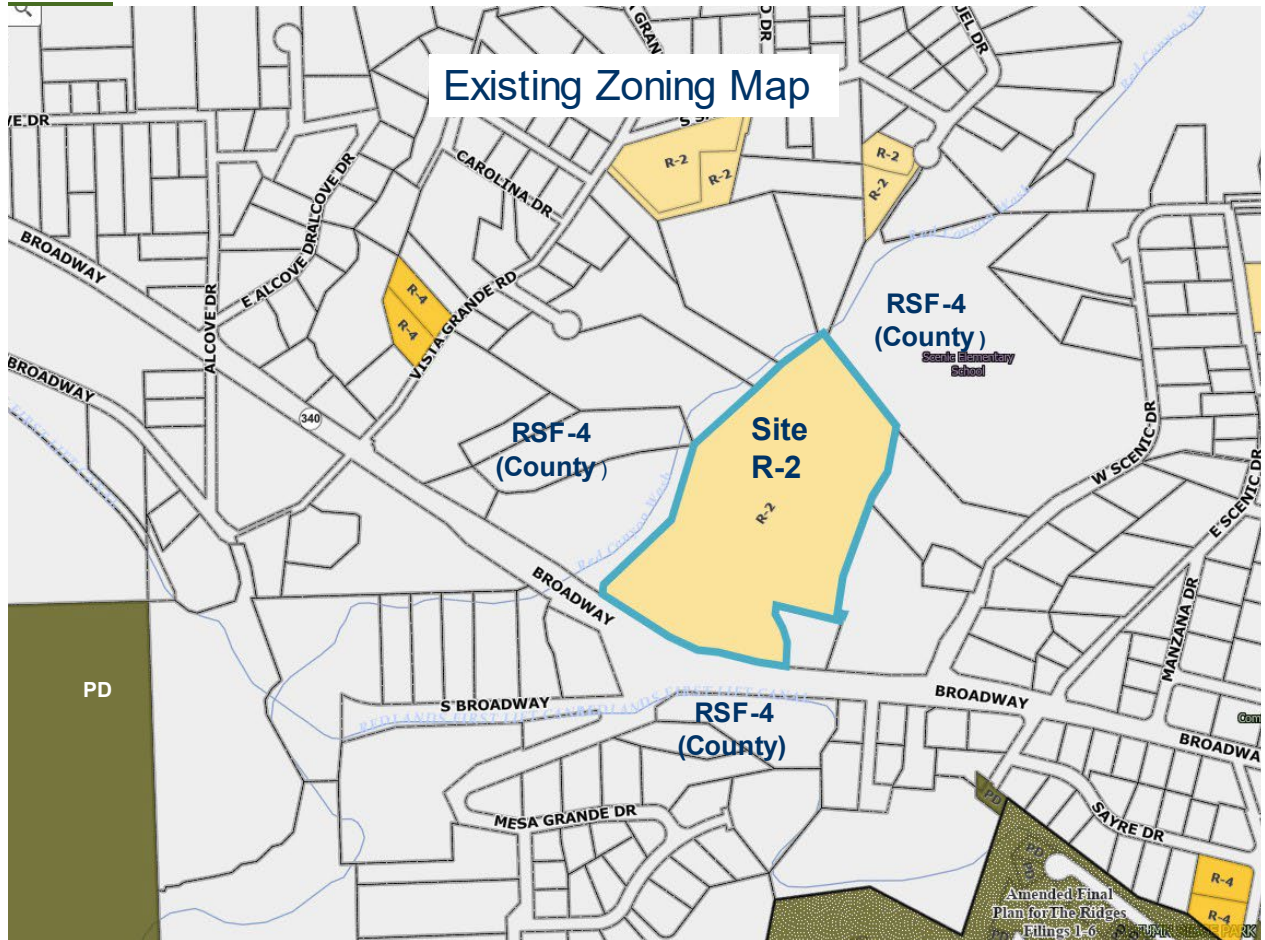
1. Site Location, Aerial & Zoning Map, Etc.
2. Development Application dated March 18, 2022
3. Correspondence Received from the Public
4. Planning Commission Minutes - 2022 - May 24 - Draft
5. ORD-2370 Broadway 060722





Comprehensive Plan Future Land Use Map







Google Maps Street view of property from Broadway/Highway 340, looking north – May 2021

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date



State Documentary Fee
 Date: February 25, 2022
 \$130.00

General Warranty Deed
 (Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**, whose street address is **2370 BROADWAY, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$1,300,000.00) ***One Million Three Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **2267 KINGSTON RD UNIT B, Grand Junction, CO 81507**, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as: **2370 BROADWAY, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **February 11**, 2022.

HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019

By: Howard F. Holt
HOWARD F HOLT, TRUSTEE

State of ~~Colorado~~ ^H **Hawaii**)
 County of ~~MESA~~ ^K **Kauai**)ss.
)

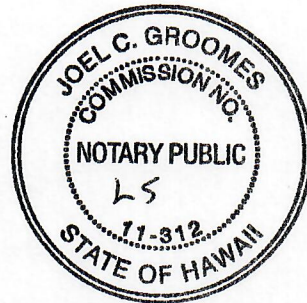
The foregoing instrument was acknowledged before me on this day of **February 11** th, 2022 by **HOWARD F HOLT AS TRUSTEE OF HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**

Witness my hand and official seal

My Commission expires: 10/16/2023 Joel C. Groomes
 Notary Public



Date: 2/11/2022 # Pages: 1
 Name: Joel C. Groomes 5th Circuit
 Doc. Description: General Warranty Deed
Joel C. Groomes
 Notary Signature
 NOTARY CERTIFICATION
 My Commission Expires: 10/16/2023



When recorded return to: **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**
2267 KINGSTON RD UNIT B, Grand Junction, CO 81507



Exhibit A

A TRACT OF LAND SITUATE IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S74°05'11"E 1142.84 FEET TO A COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MARKER; THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89; THENCE ON SAID WESTERLY LINE N18°35'09"E 209.06 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES:

1. N77°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET;
7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
9. THENCE N49°52'00"E 423.30 FEET;
10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
12. THENCE S41°23'00"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;
13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"W 154.83 FEET;
14. THENCE S31°40'52"W 106.35 FEET;
15. THENCE S20°39'30"W 17.06 FEET;
16. THENCE S20°19'28"W 290.98 FEET;
17. THENCE S09°15'33"W 128.27 FEET;
18. THENCE S81°15'27"E 23.40 FEET;
19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

COUNTY OF MESA, STATE OF COLORADO.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named: Kettle Capital LLC

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 2267 Kingston Road, Unit B, Grand Junction, CO 81507

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Matt Ketellapper, Managing Partner

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows):

Not Limited

Other matters concerning the manner in which the entity deals with interests in real property:

N/A

Executed this 18 day of ~~Feb~~ March, 2022
mk



Signature (Type or Print Name Below)

Matt Ketellapper

STATE OF COLORADO)

)ss.

COUNTY OF Mesa)

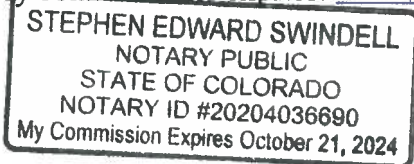
The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Matt Ketellapper (insert name of individual) as managing partner (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for Kettle Capital LLC (insert name of corporation or LLC).

Witness my hand and official seal.

My commissioner expires: 10/21/24



Notary Public



**Project Report
2370 Broadway Rezone**

Date: December 7, 2021

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEAI# F21-132

Submitted to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Type of Design: Rezone

Property Owner: Kettle Capital LLC
2267 Kingston Rd. Unit B
Grand Junction, CO 81507

Property Address: 2370 Broadway
Grand Junction, CO 81507

Tax Parcel No: 2945-171-00-207

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Project Intent

This application requests a rezone for 2370 Broadway in Grand Junction. The request is to rezone the subject property from the R2 zone district to the R5 zone district.



Figure 1 Subject Property

Project Description

The subject property includes 1 lot located at 2370 Broadway, just north of S Broadway and Broadway intersection. The subject property is shown in Error! Reference source not found. below and is approximately 15.5 acres.

Legal Description

The legal description of TPN # 2945-171-00-207 is:

BEG S 74DEG05'11SEC E 1142.84FT & S 84DEG48' E 2.48FT & N 18DEG35'09SEC E 209.06FT FR SW COR NE4 SEC 17 1S 1W N 77DEG57'16SEC W 240.55FT S 14DEG04'31SEC W 30.67FT ALG ARC OF CVE CENTRAL ANG 42DEG04'05SEC 159.48FT RADIUS 217.20FT S 16DEG16'12SEC E 155.92FT S 04DEG45'51SEC W 51.76FT ALG ARC OF CVE CENTRAL ANG 21DEG41'28SEC 707.95FT RADIUS 1870FT CHD BEARS N 69DEG48'25SEC W 703.73FT N 08DEG05' E 69.10FT N 44DEG58' E 341.30FT N 19DEG46' E 273.50FT N 49DEG52' E 423.30FT S 53DEG30'12SEC E 173.11FT S 37DEG50' E 384.60FT S 41DEG23' E 23.19FT S 09DEG36'02SEC W 154.83FT S 31DEG40'52SEC W 106.35FT S 20DEG39'30SEC W 17.06FT S 20DEG19'28SEC W 290.98FT S 09DEG15'33SEC W 128.27FT S 81DEG15'27SEC E 23.40FT S 18DEG35'09SEC W 23.08FT TO BEG EXC ROW AS DESC RECP NO 2144745 MESA CO RECDS & ALSO EXC RD ROW DESC AT RECPT NO 2768980 MESA CO RECDS.

Public Notice

On Tuesday, March 15, 2022, a Neighborhood Meeting was held via Zoom. A presentation of the rezone request was made by the owner's representative; information regarding the City's review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City's review process.

The meeting was well attended by approximately ten citizens and lasted for 35 minutes from 5:30-6:05. The following is a summary of the primary concerns and questions raised during the meeting:

- Length of the rezone process
- R5 vs the R4 zone and why R5 is being requested
- Density limit in the R4 and R5 zone and how that calculation is determined
- Opportunities for public comment and how to make public comments
- Concern about trespassing on surrounding properties from the new neighbors
- Traffic impacts on Broadway generated from new development
- Impacts on Scenic Elementary and the effect on the teacher to student ratio
- Concern about the impact of future development on existing access easements
- Question on whether the City is forcing the applicant to submit a rezone application
- Question on whether neighbors can prevent or stop the application from being submitted
- Discussion regarding whether any past projects have been shut down because they generated too much traffic

Public notice for this application will be provided in accordance with Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on all public rights-of-way.

Comprehensive Plan

The Comprehensive Plan's Future Land Use Map shows the subject property as Residential Low, as shown in Error! Reference source not found.. The applicant is requesting a rezone to the R5 zone district to implement the Residential Low future land use designation and prepare the property for development.

The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant

land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.

Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

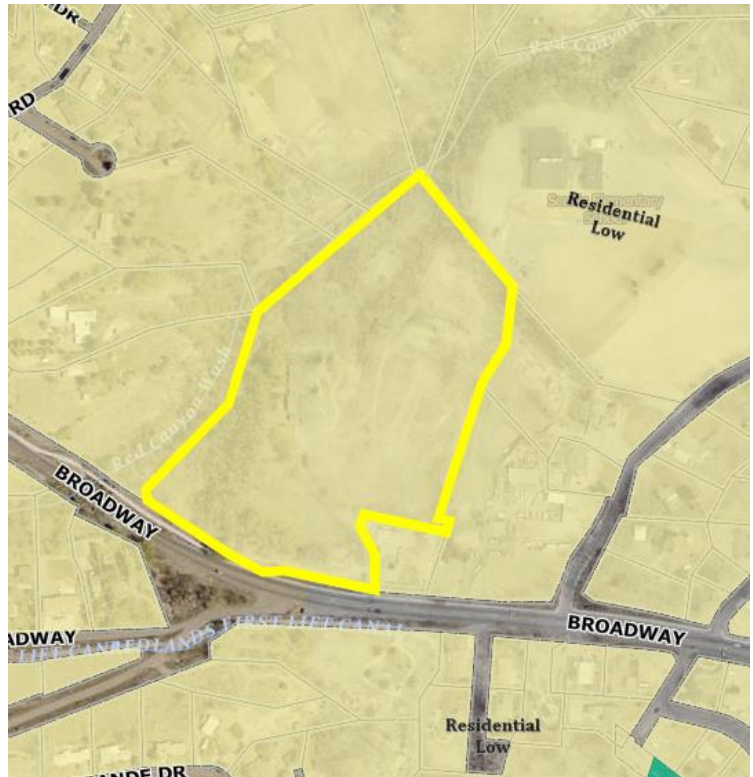


Figure 2 Future Land Use Map

Zoning and Surrounding Areas

The applicant requests a comprehensive plan amendment to change the future land use designation of the subject property from Rural Residential to Residential Low and a rezone from the current RR (Rural Residential, 1 du/5 ac) zone to the R4 (Residential, 2-4 du/ac) zone district. The rezone request is consistent with the 2020 Comprehensive Plan's Future Land Use Map classification of Residential Low.

Surrounding area zoning and land uses include:

- North – Mesa County – PUD with single-family residential land use
- South – Mesa County – RSF-2 with single-family residential land use
- West – Mesa County – RSF-2 with single-family residential land use
- East – R2 with single-family residential land use

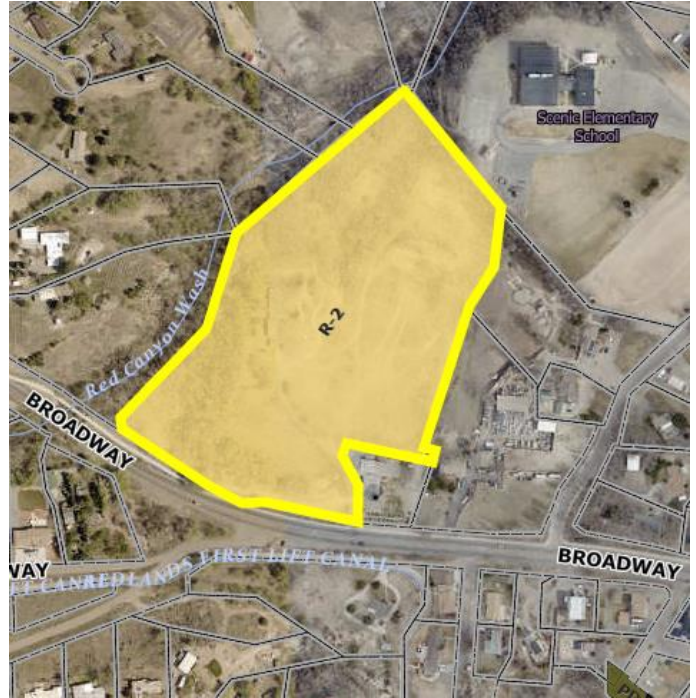


Figure 3 Existing and Surrounding Zoning

Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site.

Utility providers for the site are as follows:

- Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant
- Water: Ute Water Conservation District
- Drainage: Grand Valley Drainage District
- Electric: Xcel Energy
- Irrigation: Redlands Water and Power Company
- Cable: Spectrum

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

Drainage

The drainage and stormwater management will be addressed at the time of actual development of the site.

Wetlands and Floodplain

There are no known wetlands or floodplains associated with the subject property.

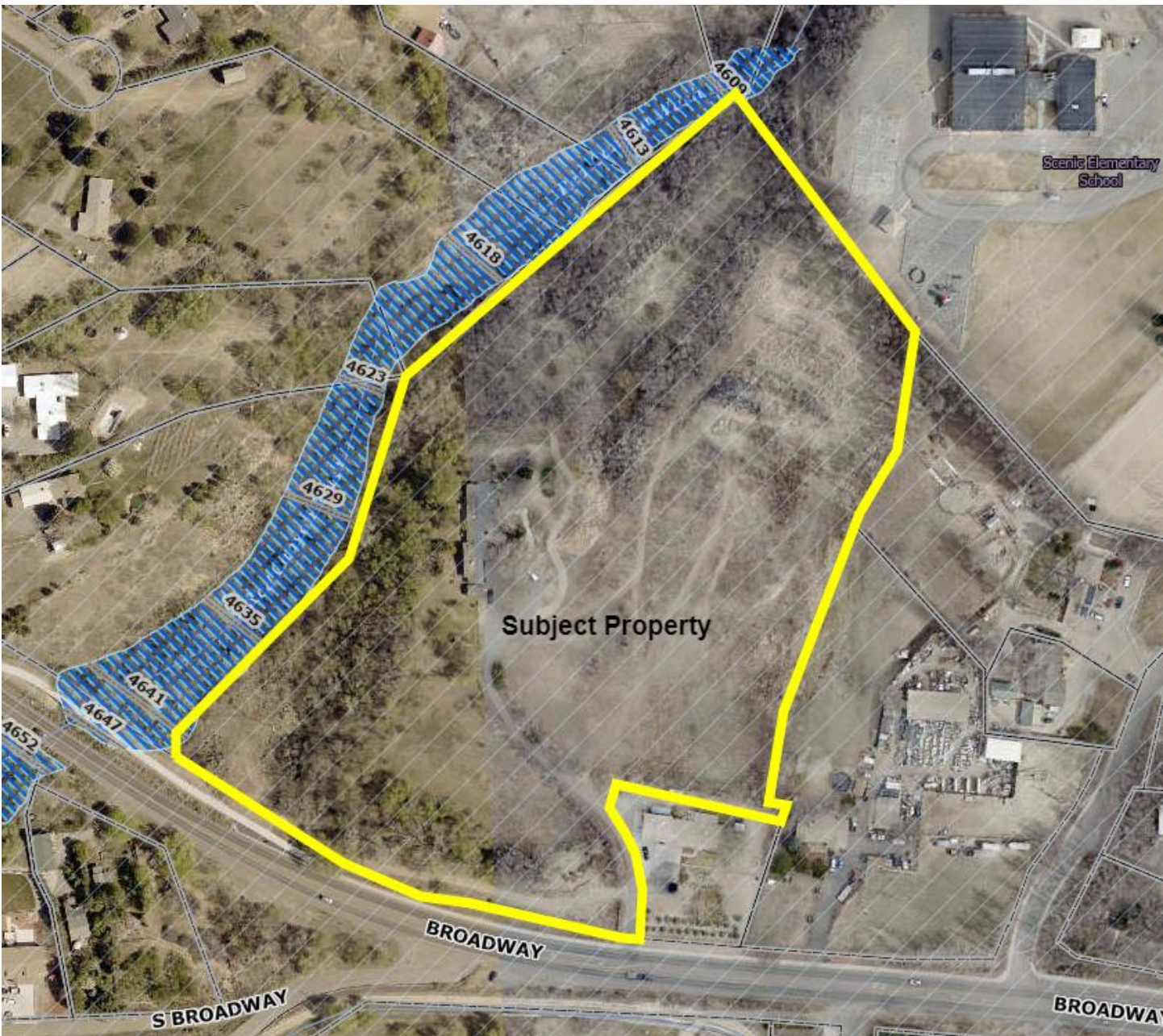


Figure 4 Wetlands and Floodplain Map

Approval Criteria

Section 21.02.140(a), Approval Criteria, states that in order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

1.) Subsequent events have invalidated the original premises and findings; and/or

Response: Adoption of the 2020 Comprehensive Plan substantially increased the anticipated density of the area in response to the need for a variety of housing types in the community. The Plan recognizes the need for more efficient development that utilizes existing urban infrastructure. The land use classification of Residential Low is implemented by the R4 and R5 zone districts. In order to meet the anticipated density of the new 2020 Comprehensive Plan, it will be necessary to rezone the subject property. This criterion has been met.

2.) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City and to increase density in areas with existing infrastructure for more efficient development. This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that seeks a variety of housing types, encourage infill and efficient development. This criterion has been met.

3.) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Response: There are public and community facilities to serve future development of the subject property. There is an existing sewer line in W Scenic Dr and a sewer line on the southern boundary of neighboring Scenic Elementary School that is located in an easement dedicated to the City of Grand Junction. Medical, educational, retail sales, grocery stores, and personal services are all within 1-2 miles of the site. This criterion has been met.

4.) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Response: The city is in need of additional residential development if it is to meet the needs of its growing population. City sewer is already installed in S Broadway making this property a ready and viable option for future development, as opposed to extending sewer to other vacant properties within the Urban Development Boundary.

This criterion has been met.

5.) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Response: Rezoning the property to R-5 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan. The Redlands community will benefit from this change in zoning to R5 by increasing undeveloped land to potential R-5 densities as the area continues to

attract residential development at densities needing existing sanitary sewer and city services. The community will derive benefits from the request as it will enable future residential development to occur. This criterion has been met.

Development Schedule

There is no planned development for this property. However, a development schedule for the subject property will be included with a development application at the time of development.

Conclusion

After demonstrating how the proposed comprehensive plan amendment and rezone request from the R2 to R5 zone district meets the goals and policies of the 2020 Comprehensive Plan and the approval criteria of the Zoning and Development Code, the applicant respectfully requests approval of the request to rezone to the R5 zone district.

Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

Neighborhood Meeting Notes

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- Question on whether the City is forcing the applicant to submit a rezone application
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- Discussion regarding whether any past projects have been shut down because they generated too much traffic

A TRACT OF LAND SITUATE IN THEE OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S74°05'11"E 1142.84 FEET TO A COLORADO Department OF TRANSPORTATION RIGHT OF WAY MARKER;

THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA CQUI\ITY DEPOSIT OF SURVEY NO. 31&89;

THENCE ON SAID WESTERLV LINE N18°35'09"E 209.06 FEET TO TI-IE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES:

1. Nn°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET; 7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
9. THENCE N49°52'00"E 423.30 FEET;
10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
12. THENCE 841°23'00"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;
13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"-W 154.83 FEET; 14. THENCE S31°40'52"W 106.35 FEET;
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17. THENCE S09°15'33"-W 128.27 FEET;

18. THENCE S81°15'27"E 23.40 FEET;

19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

COUNTY OF MESA, STATE OF COLORADO.

2. Public Correspondence Received:

As of this date, City Project Manager has received two (2) emails from the public concerning the proposed rezone application which are attached for your information and file.

Applicant's Response:

Document Reference:

3. Planning Commission and City Council Public Hearings:

Planning Commission and City Council review and approval required for proposed Rezone request. City Project Manager will **tentatively** schedule application for the following public hearing schedule:

- a. Planning Commission review of request: May 24, 2022.
- b. First Reading of request by City Council: June 15, 2022.
- c. Second Reading of request by City Council: July 6, 2022.

Please plan on attending the May 24th Planning Commission meeting and the July 6th City Council Meeting. The June 15th meeting you do not need to attend as that is only scheduling the hearing date and the item is placed on the Consent Agenda with no public testimony taken. Both the May 24th and July 6th meetings begin at 5:30 PM at City Hall in the Council Chambers.

If for some reason, applicant cannot make these proposed public hearing dates, please contact City Project Manager to reschedule for the next available meeting dates.

Code Reference: Sections 21.02.140 of the Zoning and Development Code.

Applicant's Response:

Document Reference:

CITY DEVELOPMENT ENGINEER

No Comment.

Applicant's Response:

Document Reference:

CITY SURVEYOR – Renee Parent – reneep@gjcity.org (970) 256-4003

Reviewed Legal description for rezone. Checked Warranty deed (Rec 3021371) against the available deposit survey – no obvious issues found. Checked provided legal description in word document against the Warranty deed. A handful of typos were found - See markup.

I did not do a thorough check/deep dive on the boundary as this check was for a rezone only.

Applicant's Response:

Document Reference:

CITY FIRE DEPARTMENT – Rusty Ratzloff – rustyr@gjcity.org (970) 549-5854

The Grand Junction Fire Department has no objection to the proposed rezone of 2370 Broadway from R-2 to R-5. All fire code concerns and requirements will be assessed and addressed during the future site plan submittal and review process. Contact FPS Rusty Ratzloff at (970) 549-5854 with questions.

Applicant's Response:

Document Reference:

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Xcel Energy

Contact Name: Mike Castro

Email / Telephone Number: Michael.a.castro@xcelenergy.com (970) 244-2715

Xcel has no comments at this time.

Applicant's Response:

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

- No objection.
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
- If you have any questions concerning any of this, please feel free to contact Ute Water.

Applicant's Response:

Review Agency: Colorado Department of Transportation (CDOT)

Contact Name: Kandis Aggen

Email / Telephone Number: kandis.aggen@state.co.us (970) 683-6271

CDOT does not have any comments about the re-zoning. The developer will need to coordinate with CDOT regarding an access permit and traffic study for the development.

Applicant's Response:

REVIEW AGENCIES

(Responding with "No Comment" or have not responded as of the due date)

The following Review Agencies have responded with "No Comment."

1. N/A.

The following Review Agencies have not responded as of the comment due date.

1. Mesa County Valley School District #51

The Petitioner is required to submit electronic responses, labeled as "**Response to Comments**" for the following agencies:

1. N/A.

Date due: N/A. Application will proceed to public hearing schedule.

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.

Applicant's Signature

Date

5-11-22

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COUNTY OF MESA, STATE OF COLORADO.

From: [Hope Iden](#)
To: [Scott Peterson](#)
Subject: Rezoning at 2370 Broadway
Date: Monday, April 18, 2022 7:41:23 PM

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Scott,

As per your request from the online meeting on March 15, 2022 about the proposed rezoning of 2370 Broadway asking for our comments and concerns.

As an adjoining neighbor and property owner to this property we are against the rezoning from R-2 to R-5. We would like the parcel to be left as R-2 as the 10+- properties adjoining this parcel are all small acreages. We would like to see the development of this parcel be of similar lot size as surrounding properties to be compatible with the existing neighborhood.

Traffic is another big concern as there are times during the day where crossing Broadway is challenging and dangerous . Adding 3 to 5.5 units per acre at this location would only make it more challenging and dangerous. Then we add the school and all the school zone traffic and that complicates the situation more. When traveling along Broadway/340 there is a bend in the road as well as a hill along this parcel that will make visibility in both directions difficult at best when entering and exiting this parcel.

One of the reasons we purchased our property was the rural atmosphere and the abundant wildlife in the area. This wildlife we see pass through the property in question traveling to and from our property. Dividing this property into small acreages will help with the adverse affects that this subdivision will cause. How does the City of Grand Junction's Comprehensive Plan address these wildlife issues?

We would like to know why this property rezoning was turned down previously. Any light you can shed on that would be appreciated or where I could find this information.

We appreciate your time and consideration to our concerns.

Sincerely,
Brian and Hope Iden
Brian-970-433-6333

From: tedpierce24@tds.net
To: [Scott Peterson](#)
Subject: 2370 Broadway subdivision
Date: Tuesday, April 19, 2022 4:49:34 PM

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Too whom it may concern: I am writing this letter to protest the proposed R5 redistricting of the proposed 2370 Broadway subdivision. This is is absolutely ludicrous to put that many buildings, that many units, three story buildings, and that many people in this small area. The engineering firm and the city is allowing them to base this on 15.5 acres which is the total acres but not the total usable acres. There might be 11/12 actual acres and you take infrastructure roads out of that you might have 10 acres at best to build 80 buildings with 3 units per building, 3 story's tall, which equates to 240 different family dwellings. This should either stay at R2 and at very worse R4 or less. They should be limited to one story single family dwellings only.

Thank you,
Ted and Barbara Pierce
2372 Broadway
Grand Junction Colorado
81507

From: [Julie Mathias](#)
To: [Scott Peterson](#)
Subject: RZN-2022-2370 Broadway Rezone Nightmare
Date: Monday, May 23, 2022 10:41:11 AM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Dear Mr. Peterson – Seems “progress” has come full throttle to Grand Junction, turning our quaint community into a burgeoning mixed bag of people and problems. We are a small town with big city issues. I hope those that make these decisions has our community’s best interest at heart, that is to retain the “why” people move here and stay in the first place.

My property adjoins the 15 acres slated for the 80+ apartments off Broadway. Of course this is very upsetting when you purchase your land thinking the view wouldn’t change. Huh! City planners have another idea.

The wild life and vegetation will be decimated. We have enjoyed the many deer that frequent the draw behind our house but will have their grounds diminished and the hawks that keep our fields clear of rodents will have their nesting trees eliminated. Too many people in a concentrated area will drive away the reason why we chose this home. People bring more people and some have negative intentions such as camping in our draw, vandalizing our homes and littering.

Now let’s talk about the traffic on Broadway, coming off of Vista Grand Road at the top of the hill will be a nightmare to cross to the left, coupled with the school speed limits and the 160 plus cars this apartment complex will no doubt will bring. Ugh! And the noise from all those cars, the trash pick-up and just people noise! We live on acreage for solitude and separation. Throw in another thousand homes toward South Camp. Ugh! What’s the plan to deal with this growth?

The green card that I received is misleading. It states that the zoning has been petitioned to change from R-2 to R-5. Is it 5 houses per acre or 5 apartment buildings per acre? I would like some clarification on this.

Our friend, Scott McGinnis has explained that we have little chance to change the direction of this rezoning but this is our opportunity to make suggestions to reduce the impact of those buildings on our view. I hope he is right. And yes, I’m thinking of selling and moving my dollars to another town that no one cares about.

Thanks for listening and I can only image your job has nightmare days too.

Julie Mathias MT (ASCP)
Cell 970.319.8934
140 Vista Grand Dr, GJ 81507

From: [stankiser55](#)
To: [Scott Peterson](#)
Subject: 2370 Broadway rezone
Date: Monday, May 23, 2022 3:16:13 PM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Scott, you hopefully remember me from the annexation and development of 136 Vista Grande dr.. my family and I are not in favor of changing the zoning to R5. The site is right across the draw from our property. The reasons are the same as you have heard from many. R2 (or R4) was ok for the development of my property and should be the max density for this property.

R2/R4 is not urban sprawl. It's what was planned when adjacent landowners bought their properties and there's is no good reason it should change. The rights of adjacent landowners should be respected.

Please pass our position on to the planning commission and thanks for your time.

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

From: Hope Iden <bsummerwood@hotmail.com>
Sent: Tuesday, June 28, 2022 8:42 PM
To: Council <council@gjcity.org>
Subject: 2370 Broadway Rezone

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Grand Junction City Council,

We want the city council to be aware of some of our concerns regarding the rezone of 2370 Broadway prior to the meeting of July 6, 2022

As an adjoining neighbor and property owner to this property we are against the rezoning from R-2 to R-5. We would like the parcel to be left as R-2 as the 10+- properties adjoining this parcel are all small acreages. We would like to see the development of this parcel be of similar lot size as surrounding properties to be compatible with the existing neighborhood.

Traffic is another big concern as there are times during the day where crossing Broadway is challenging and dangerous . Adding 3 to 5.5 units per acre at this location would only make it more challenging and dangerous. Then we add the school and all the school zone traffic and that complicates the situation more. When traveling along Broadway/340 there is a bend in the road as well as a hill along this parcel that will make visibility in both directions difficult at best when entering and exiting this parcel.

One of the reasons we purchased our property was the rural atmosphere and the abundant wildlife in the area. This wildlife we see pass through the property in question traveling to and from our property. Dividing this property into small acreages will help with the adverse affects that this subdivision will cause. How does the City of Grand Junction's Comprehensive Plan address these wildlife issues?

We would like to know why this property rezoning was turned down previously. Any light you can shed on that would be appreciated or where I could find this information.

We appreciate your time and consideration to our concerns.

Sincerely,
Brian and Hope Iden
Brian-970-433-6333

Sent from my iPad

From: [stankiser55](#)
To: [Scott Peterson](#)
Subject: Redlands development
Date: Tuesday, July 5, 2022 11:56:12 AM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Scott, hope your doing well. I'm out of town or I would come to the planning presentation tomorrow. Once again let me state our opposition to R5 zoning change. R4 should allow the developers plenty of opportunity.
You know all the reasons for our opposition so I won't waist your time. Thanks for all you do.

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

GRAND JUNCTION PLANNING COMMISSION
May 24, 2022, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:32 p.m. by Vice Chair Ken Scissors

Those present were Planning Commissioners; Ken Scissors, Sandra Weckerly, George Gatseos, and Shanon Secret.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Tamra Allen (Community Development Director), Scott Peterson (Senior Planner), Nicole Galehouse (Senior Planner), and Kalli Savvas (Planning Technician).

There were members 13 of the public in attendance, and 6 virtually.

CONSENT AGENDA

1. **Approval of Minutes**

Minutes of Previous Meeting(s) from May 10, 2022.

REGULAR AGENDA

1. **2370 Broadway Rezone**

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Presentation

Applicant Steven Swindell was present and available for questions.

Questions for staff or applicant

Commissioner Weckerly asked if apartment style units are allowed.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, May 17, 2022, via www.GJSpeaks.org.

1. *Dan sellers, who has a property adjacent asked if the property was in the county or city. He also asked if the council knew about the Presigo agreement. Dan also stated that he did not have adequate input in the 2020 comprehensive plan due to the pandemic. He stated he cannot subdivide his property to his family in the county without annexation due to the Presigo wash agreement. He stated that county residents were not informed of the 2020 Comprehensive plan.*

He stated that no landowners in the area agree with the R-5 zoning change.

- 2. Julie Mathas a neighbor stated that the reason she moved to the area was because it was less dense. She stated that the property would be much better suited staying as a R-2. She is concerned about where the local wildlife that lives on the property and where they will relocate to. She also asked how many lots are intended to go into the lot.*
- 3. Ted Pircee lives in the property directly in front of parcel, he stated that much of the lot is undevelopable and would result in putting 80 homes on 10 acres. He asked if they could have three units per dwelling. He stated that it is an increase of 160 vehicles impacting traffic. He stated that the property needs to stay R-2 since it is surrounded by all R-2 county.*
- 4. Jeff Geiger, adjacent property owner stated that there is too much traffic on the road without a stoplight. He asked what the count of cars in through the property and when enough is enough. He stated that R-2 is the best zoning. He wants to know how traffic from this subdivision is going to impact the intersection/340.*
- 5. Keith Schenkelberg adjacent property owner asked if anyone had visited the property, since there is a 70ft wash that runs through the site. He stated that he moved out to his property in the county because it is rural. He asked why that property was annexed. He stated the public should be able to ask questions and should be able to receive answers. He does not want an apartment building or bright lights.*
- 6. Bonnie Geiger stated she has not heard any answers to questions that have been raised. She stated that traffic studies will be done after the decision of rezoning has already taken place. She stated there has been no studies on the wildlife impact or traffic. She stated we do not have a definitive answer on how many homes are being planned. She stated that she lives in a rural area and when individuals from larger cities come with their own agenda. She would like us to be reasonable in the decisions we make that impact the land around us.*
- 7. Sara Woods, virtual attendee, who lives west of the property. Is concerned about her children education because the adjacent schools can not handle the influx of students. She stated that she moved to a rural area to avoid the city. She opposes the rezone. She also stated that there is a wash that runs in the property which has wetlands and work would disturb it. She asked to confirm that there would be erosion control. The development will affect wildlife. She wants to know how trespassing will be avoided on her property with 80 units going in.*
- 8. Brian Iden, virtually attendee, adjacent property owner stated he bought his property to stay rural. He is against the R-5 density. He does not think three story is a good fit for this area. There is too much traffic on Broadway. The topography of the subdivision is not ideal for traffic entering and exiting. He would like to stay R-2.*

The public hearing was closed at 6:42 p.m. on May 24, 2022.

Discussion

Applicant made responses to comments.

Commissioners Ken Scissors, Sandra Weckerly, George Gatseos, and Shanon Secrest discussed the rezone.

Motion and Vote

Commissioner Gatseos made the following motion Chairman, on the Rezone request for the 2370 Broadway Rezone for the property located at 2370 Broadway in the Redlands, City file number RZN-2022-212, I move that the Planning Commission forward a recommendation of denial of the R-5 zone to City Council with the findings of fact as listed in the staff report.

Commissioner Weckerly seconded; motion denied 0-4.

2. SBA Telecommunication Tower **CUP-2022-266**

Consider a request by SBA Network Services, LLC for a Conditional Use Permit for a 100 foot Concealed Cell Tower (Telecommunication Facility) on 12.4 acres at 542 28 ¼ Road.

Staff Presentation

Nicole Galehouse, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, May 17, 2022, via www.GJSpeaks.org.

1. *Diane Colle made a comment about the health risks.*
2. *Roy High made a comment about the health risks.*
3. *Elizabeth High made a comment*

The public hearing was closed at 7:39 p.m. on May 24, 2022.

Discussion

Commissioner Weckerly asked about the health issues associated with cell towers. Applicant responded.

Motion and Vote

Commissioner Secrest made the following motion on the request to approve a Conditional Use Permit (CUP) for a 100 ft. tall, concealed telecommunication tower facility on 12.4 acres as presented in file CUP-2022-266, I move that the Planning Commission approve the Conditional Use Permit with the findings of fact, conclusions and conditions listed in the staff report.

Commissioner Weckerly seconded motion passed 4-0.

3. Other Business

4. **Adjournment**

Commissioner Secret moved to adjourn the meeting; Weckerly seconded.
The vote to adjourn was 4-0.

The meeting adjourned at 8:35 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY LOCATED AT 2370 BROADWAY
FROM R-2 (RESIDENTIAL – 2 DU/AC) TO R-5 (RESIDENTIAL – 5 DU/AC)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction City Council determined that the the property located at 2370 Broadway be rezoned to the R-5 (Residential – 5 du/ac) zone district, finding that the zoning is consistent with the Code, it conforms to and is consistent with the Future Land Use Map designation of Residential Low of the Comprehensive Plan and the Comprehensive Plan's goals and policies, and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-5 (Residential – 5 du/ac) zone district is in conformance with at least one of the stated criteria of §21.02.140 of the Code.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The property lo ed at 2370 Broadway and described as follows is and shall be rezoned from R-2 (Residential – 2 du/ac) to R-5 (Residential – 5 du/ac)

A TRACT OF LAND LOCATED IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S73°00'12"E 1142.92 FEET TO A PK NAIL AND TAG, PLS # 24953; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340, S84°07'13"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89; THENCE ALONG SAID WESTERLY LINE N19°40'08"E 209.06 FEET TO THE POINT OF BEGINNING;

THENCE N76°52'17"W 240.55 FEET;

THENCE S14°54'01"W 30.60 FEET;

THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 42°07'17", ARC LENGTH OF 159.42 FEET, A RADIUS OF 216.85 FEET, A CHORD BEARING OF S15°09'15"E, A CHORD DISTANCE OF 155.85 FEET;

THENCE S05°55'09"W 51.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340;

THENCE ALONG SAID HIGHWAY RIGHT OF WAY THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°32'41", ARC LENGTH OF 442.07 FEET, A RADIUS OF 1870.00 FEET, A CHORD BEARING OF N72°47'50"W, A CHORD DISTANCE OF 441.04 FEET;

THENCE ALONG SAID NORTHERLY HIGHWAY RIGHT OF WAY N55°46'25"W 277.48 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N09°09'59"E 37.54 FEET;

THENCE N46°02'59"E 341.30 FEET;

THENCE N20°50'59"E 273.50 FEET;

THENCE N50°56'59"E 423.30 FEET;

THENCE N54°35'11"E 173.11 FEET;

THENCE S36°45'01"E 384.60 FEET;

THENCE S40°18'01"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;

THENCE CONTINUING ON SAID WESTERLY MAP LINE S10°41'01"W 154.83 FEET;

THENCE S32°45'51"W 106.35 FEET;

THENCE S21°44'29"W 17.06 FEET;

THENCE S21°24'27"W 290.98 FEET;

THENCE S10°20'32"W 128.27 FEET;

THENCE S80°10'28"E 23.40 FEET;

THENCE S19°39'24"W 23.09 FEET TO THE BEGINNING;

CONTAINING APPROXIMATELY 15.34 ACRES.

Introduced on first reading this _____ day of _____ 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT