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**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 6, 2023  
250 NORTH 5<sup>TH</sup> 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**

**Presentations**

City of Grand Junction Calendar Student Artwork

**Proclamations**

Proclaiming September as Suicide Prevention Month in the City of Grand Junction

Proclaiming September 5 - 9, 2023 as Grand Junction Pride Fest in the City of Grand Junction

Recognizing the Grand Valley Resettlement Program and its Efforts

**Appointments**

To the Grand Junction Housing Authority

To the One Riverfront Commission

**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, September 6, 2023 or 4) submitting comments [online](#) until noon on Wednesday, September 6, 2023 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 14, 2023 Workshop
- b. Minutes of the August 16, 2023 Regular Meeting

**2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance for Supplemental Appropriation for a Grant to the Counseling and Education Center (CEC)

**3. Procurements**

- a. Purchase Vactor Combination Sewer Cleaning Truck
- b. Construction Contract for Crawford-Rockaway Alley Improvements

**4. Resolutions**

- a. A Resolution Approving a Grant to the Counseling and Education Center (CEC)
- b. A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District Fall Grant Cycle
- c. A Resolution Authorizing the City to Approve Grant Agreements as a Co-sponsor with the Grand Junction Regional Airport Authority for the Runway 11/29 NAVAIDS Relocation, Pavement Design and Drainage Schedules 5, 6, and 7 for the Runway 12/30 Relocation Program

**REGULAR AGENDA**

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

## **5. Public Hearings**

- a. Quasi-judicial
  - i. An Ordinance Approving a Rezone for 1.22 Acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) Located at 3041 D Road Habitat for Humanity of Mesa County
  - ii. An Ordinance Approving a Corridor Infill Incentive for the Kimball Residences by Kimball Acquisition, LLC
  - iii. An Ordinance Leasing Approximately 1.4 Acres of City Property to Kimball Acquisition, LLC Located near 919 Kimball Avenue and 1101 Kimball Avenue, Grand Junction, Colorado

## **6. Procurements**

- a. Riverfront Trail Asphalt to Concrete - Concrete only

## **7. Resolutions**

- a. A Resolution Authorizing the Carry-forward of the City's 2023 Private Activity Bond "PAB" Allocation
- b. A Resolution for the Issuance of Transportation Bonds for the I-70 Interchange at 29 Road to be set for the November 7, 2023 Election
- c. A Resolution Adopting the EV Readiness Plan

## **8. Discussion Items**

- a. Discussion of and Possible Direction on Actions Concerning Resolution 75-23 Regarding the Public Improvements Funding Agreement for the Western Slope Metropolitan District, Grand Junction, Colorado

## **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,** suicide is a national public health challenge that causes immeasurable pain among individuals, families, and communities across the country; and
- Whereas,** per 100 thousand residents, Mesa County's suicide death rate remains higher than the state and national average; and
- Whereas,** a new study from the U.S. Centers for Disease Control and Prevention described a shift in demographics of those dying by suicide in 2021; and
- Whereas,** while rates among white Americans have been higher for decades than those among Black and Hispanic Americans, rates are now rising in minority populations. The report also noted that suicides are happening more often in younger minorities, compared to older white adults; and
- Whereas,** suicide rates rose 5% overall in people ages 25 to 44, and by even more among Black, Hispanic, multiracial and Alaska's indigenous people; and
- Whereas,** for every individual who feels alone, ashamed, or believes that they would be a burden if their thoughts or feelings were shared, there are scores of others in every community who want to help but are not sure how; and
- Whereas,** according to the CDC, Financial stress, social isolation, substance use, barriers to health care and access to lethal means like firearms are among the factors that can lead to suicide; and
- Whereas,** residents of Mesa County can help raise awareness and lower the stigma surrounding suicide by asking friends and family if they are struggling and connecting them to resources like the 9-8-8 Suicide and Crisis Lifeline.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 2023 as

## *"Suicide Prevention Month"*

in the City of Grand Junction.

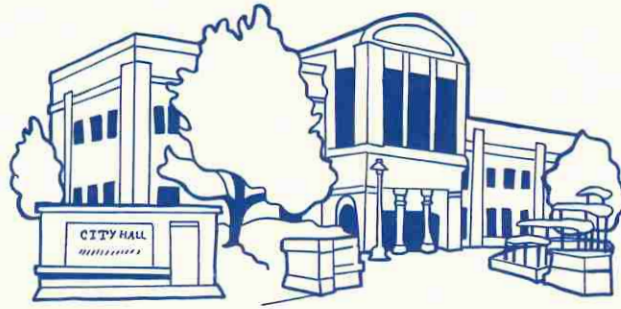


IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5<sup>th</sup> day of September 2023.

A handwritten signature in black ink, appearing to be 'Anna Stout', written over a horizontal line.

Mayor





*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** Colorado West Pride was established twelve years ago and is dedicated to the creation of an inclusive community in Grand Junction through events, outreach, and education; and

**Whereas,** the Colorado West Pride Board now has nine diverse members which represent the depth and breadth of the local Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) community; and

**Whereas,** Colorado West Pride works tirelessly to help create equality by working to make sure the community is well informed and the LGBTQ community has a voice to make a difference; and

**Whereas,** Colorado West Pride will sponsor various activities and events September 5th through September 9th to promote and build a positive environment and relationships; and

**Whereas,** on September 9<sup>th</sup> Colorado West Pride will host the signature event of the Annual Grand Junction Pride Fest which will include food, fun entertainment, and pride march at Lincoln Park from noon to 6 pm.

**NOW, THEREFORE,** I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 5-9, 2023 as

## *"Grand Junction Pride Fest"*

in the City of Grand Junction, and urge all citizens to learn about and help create a positive environment for the LGBTQ 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 5<sup>th</sup> day of September 2023.

A handwritten signature in black ink, appearing to read "Anna Stout", written over a horizontal line.

Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 6, 2023  
**Presented By:** Selestina Sandoval, Deputy City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Grand Junction Housing Authority

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Grand Junction Housing Authority.

**EXECUTIVE SUMMARY:**

There is one full-term vacancy on the Grand Junction Housing Authority.

**BACKGROUND OR DETAILED INFORMATION:**

Tami Beard's term expires on October 31, 2023.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

To (appoint/not appoint) the interview committee's recommendation to the Grand Junction Housing Authority.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 6, 2023  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the One Riverfront Commission

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the One Riverfront Commission.

**EXECUTIVE SUMMARY:**

There was one resignation from the One Riverfront Commission.

**BACKGROUND OR DETAILED INFORMATION:**

Jennifer Reyes resigned effective August 7, 2023.

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

To (appoint/not appoint) the interview committee's recommendation to the One Riverfront Commission.

**Attachments**

None

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

**August 16, 2023**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 16<sup>th</sup> day of August 2023 at 5:31 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, Council President Pro Tem Abe Herman, 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, Public Works Director Trent Prall, General Services Director Jay Valentine, Planning Supervisor Niki Galehouse, and Utilities Director Randi Kim.

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

**Citizen Comments**

Bruce Lohmiller asked for a welfare check on lady at the park in a wheelchair, spoke of the regional art show for the Veterans Art Center and displayed two of his cartoons.

Taya McCallum spoke of her concerns with skilled gaming facilities that are in the area of her business, Batteries Plus, and spoke of how they are impacting her business.

**City Manager Report**

City Manager Caton stated the City is working with the Police Chief to regulate gaming facilities and invited the public to “*Get the Scoop on Your City*” on Thursday, August 24<sup>th</sup> at 4 p.m. at Fire Station 3.

**Council Reports**

Council President Pro Tem Herman gave an update on the Parks and Recreation Advisory Board.

Councilmember Kennedy gave an update on the Grand Junction Economic Partnership meeting, the CMU Tech rebranding, attended the ribbon cutting for the Bonsai Design zipline, met with Lee Borden, Executive Director of The Art Center, Emily Paladino, Executive Director of Housing Resources of Western Colorado, Micah Espinoza, President and CEO of the Freedom Institute, Cassie Mitchell, President and CEO of HopeWest, toured Persigo Wastewater Treatment Plant and the Counseling and Education Center, and spoke of the Business Incubator’s national recognition.

Councilmember Reitz gave an update on the Grand Junction Regional Airport Authority.

Councilmember Beilfuss took a homeless camp tour with Grand Junction Police Department officers, met with Kevin Bray regarding homelessness in the community, Colorado Canyons Group, Kelly Anderson, Executive Director for the Grand Junction Symphony, Andy with Grand Valley Transit, attended the Declining Enrollment Committee with Mesa County Valley School District 51, an Agrovoltatics program, and conducted interviews for the Grand Junction Housing Authority Board.

Council President Stout gave information on the Colorado Municipal League (CML) fall district meeting, an update on the CML Policy Committee, Associated Governments of Northwest Colorado Economic Development Summit, and Visit GJ.

**CONSENT AGENDA**

**1. Approval of Minutes**

- a. Summary of the July 31, 2023 Workshop
- b. Minutes of the August 2, 2023 Special Meeting Executive Session
- c. Minutes of the August 2, 2023 Regular Meeting

**2. Set Public Hearings**

- a. Quasi-judicial
  - i. Introduction of an Ordinance Approving a Rezone for 1.22 Acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) Located at 3041 D Road by Laurel Cole - Habitat for Humanity and Setting a Public Hearing for September 6, 2023
  - ii. Introduction of an Approving a Corridor Infill Incentive for the Kimball Residences by Kimball Acquisition, LLC and Setting a Public Hearing for September 6, 2023
  - iii. Introduction of an Ordinance Leasing Approximately 1.4 Acres of City Property to Kimball Acquisition, LLC Located near 919 Kimball Avenue and 1101 Kimball Avenue, Grand Junction, Colorado and Setting a Public Hearing for September 6, 2023
  - iv. A Resolution of Intent of the City Council to and for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Adams Enclave Annexation of 0.23 Acres, Located at 2738 B ¼ Road, and Setting a Public Hearing for



October 4, 2023

- v. A Resolution of Intent to Annex to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Tallman Enclave Annexation of 23.35 Acres, Located at 241 27 ¼ Road, 239 27 ¼ Road, 237 27 ¼ Road, 235 27 ¼ Road, 232 27 ¼ Road, 240 27 ¼ Road, 2735 Highway 50, 2736 ½ B ¼ Road, 2736 B ¼ Road and 2739 Highway 50, and Setting a Public Hearing for October 4, 2023

**3. Agreements**

- a. Intergovernmental Agreement (IGA) with Colorado Department of Transportation for 2<sup>nd</sup> Street Promenade Construction

**4. Procurements**

- a. Authorize the City Manager to Execute a Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing
- b. Purchase a River Rescue Boat from Raptor Design & Engineering, LLC in Belleville, PA
- c. City of Grand Junction Learning Center Parking Lot

**5. Resolutions**

- a. A Resolution Issuing a Revocable Permit to Bradley Dunevitz to Allow Two Existing Fences to Remain in the Road Right-of-Way on the East Side of a Property Located at 2045 N. 15<sup>th</sup> Street and the South Side of the Property in the Alley Right of Way
- b. A Resolution Authorizing City Manager to Submit a Grant Application to the U.S. Department of Transportation's FY 2023-2024 Multitmodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 ½ Road
- c. A Resolution to Vacate a 15-Foot Multipurpose Easement, to Partially Vacate a 20-Foot Multipurpose Easement, and to Partially Vacate a 60-Foot Public Utility Easement on a 5.26-Acre Parcel Located at 630 S. 7<sup>th</sup> Street

Councilmember Kennedy moved and Council President Pro Tem Herman seconded to adopt the Consent Agenda Items 1 – 5. Motion carried by unanimous voice vote.

**REGULAR AGENDA****I-70 Interchange at 29 Road - Discussion Only**

An interchange at 29 Road has been identified since the 1990's in many local and regional plans as a way to enhance local and regional connectivity as part of a larger plan to provide connections in and around Grand Junction. The proposed interchange improvements, in coordination with other regional improvements, have been envisioned to complete the transportation loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity. The purpose of this agenda item was to have a discussion which will allow the opportunity to receive feedback from community members.

Public Works Director Trent Prall presented this item.

Discussion ensued regarding the best timing of funding for this project, local support for this project given the economic impact it may have, what other processes can be taken to firm a "moral obligation" with the County who would be partnering with the City to pay the debt on this project (resolutions and Intergovernmental Agreements), the viability of state or federal funding of this interchange, concern over County voters not being able to vote on a City ballot item and that this project completes the "loop" around Grand Junction.

Conversation exchanges also included how this debt will be paid, the cost of not putting this in front of the voters now with the impact of inflation and deadlines involved in moving this forward to get it on the November ballot. It was emphasized that this project has been in the works since the 90's, with a lot of work already being put in to find the best place for the interchange.

The public comment period opened at 6:53 p.m.

Glen McClelland gave a history of this project and said it has been in the works for a long time.

Quinn Sheer said he was in high school when talks of this item began, that Grand Junction is a progressive community, spoke of preparations for this project including preliminary engineering, and that interest in this property is high. He offered to take Councilmembers out to this property to give them a visual of the project.

Executive Director of Grand Junction Economic Partnership Kurtis Englehart said this project makes a ton of sense from an economic development perspective and that putting in infrastructure for future developments is huge. He offered to put together an economic impact report to showcase what this project would do for the Grand Junction and Clifton areas.

President and CEO of the Grand Junction Chamber of Commerce Candace Carnahan

spoke of the importance of leaning into the work that has already been done, of moving growth forward in a healthy and impactful way, said that big rewards often take risk, and Federal and State priorities are retroactive and not proactive.

Dale Beady said he was impressed by the discussion, that waiting will increase costs in the future, the City needs to partner with State, Federal Government and the County to make this happen, and that the [traffic] pressure needs to be taken off of Patterson Westbound.

Hogan Peterson gave insight on his commute from 30 Road to his place of employment on Horizon Drive and how this interchange would make a positive impact to his commute. He spoke of the increase of traffic and accidents on Patterson Road and said this is a quality of life issue.

The public comment period closed at 7:06 p.m.

This item was for discussion and staff direction. Next steps will be to have a technical conversation at the August 28<sup>th</sup> Workshop with consultants, to discuss at the Joint Meeting with the Mesa County Commissioners on August 31<sup>st</sup>, then to bring the ballot language back to Council at the September 6<sup>th</sup> meeting.

The Council took a short break at 7:08 p.m.

The meeting resumed at 7:18 p.m.

### **Approval to Purchase Office Clinic Space at 2525 N. 8<sup>th</sup> Street**

In 2018, City Council approved an agreement with Marathon Health, LLC to provide eligible employees, dependents, and retirees health clinic services. The goal of the clinic is that of offering a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs.

The City purchased the current location in 2019 for \$117,000 and, while its central location has been beneficial, it has limited expansion potential. The new space, nearly double in size, offers the opportunity to broaden services, encompassing physical therapy, functional movement, therapeutic massage, and enhanced behavioral health care offerings.

The asking price for this clinic space was \$200,000. At the direction of the Property Committee to pursue the property an offer of \$185,000 was made to and accepted by the seller.

Jay Valentine and Greg Caton presented this item.

Conversion ensued clarifying the purchase and supporting the City pursuing a self-

insured option.

The public comment period opened at 7:25 p.m.

There were no comments.

The public comment period closed at 7:25 p.m.

Councilmember Simpson moved and Councilmember Nguyen seconded to adopt Resolution No. 76-23 authorizing the purchase of property located at 2525 N. 8<sup>th</sup> Street, Unit 6, Grand Junction Colorado, as provided in the contract and this Resolution. Motioned carried by unanimous voice vote.

**A Resolution Approving a Request by Goldberg Properties, Inc. for a Service Plan for the Western Slope Metropolitan District Including 29.68 Acres Located at 766 24 Road and Properties identified by Parcel Nos. 2701-332-00-028 and 2701-332-00-027 and Approving a Funding Agreement, Funding Covenant and a Resolution Authorizing the Execution of the Funding Agreement on Certain Conditions**

Goldberg Properties, Inc., a Colorado corporation is planning the proposed Western Slope development to be constructed on 29.68 acres of land with a boundary generally north of Interstate 70, east of 24 Road, west of 24 ¼ Road, and the approximate location of G ¾ Road. The overall project will be coordinated by Goldberg Properties, Inc. The proposed development is planned to consist of a commercial subdivision, roadway improvements, and a public trail.

The actual composition and distribution of future development shall be reflected in site development approvals to be issued by the City and nothing in the proposed Metropolitan District Service Plan shall be construed as the City granting prior approval for any site development. The primary purpose of forming the Metropolitan Districts is to finance construction of public improvements within the Western Slope development. Per Title 32 of the Colorado Revised Statutes (C.R.S.), the first step is to develop a Service Plan for the District, which is to be considered and, if found acceptable, approved by the City.

This item was presented by Planning Supervisor Niki Galehouse and MaryAnn McGeady, Special District Counsel with McGeady Becher, on behalf of the applicant.

Discussion ensued regarding costs of preliminary engineering estimates, this development becomes an asset to the City after completion, implications of approving the service plan if the sales tax credit is not approved, and legal requirements of metro districts.

The public comment period opened at 8:11 p.m.

There were no public comments.

The public comment period closed at 8:11 p.m.

Councilmember Kennedy moved and Council President Pro Tem Herman seconded to adopt Resolution No. 71-23, a resolution approving the service plan for the Western Slope Metropolitan District and an Intergovernmental Agreement for funding of public improvements and such other documents and agreement(s) related to the purposes of the District. Motion carried by unanimous roll call vote.

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to adopt Resolution No. 75-23, a resolution authorizing the execution of the Intergovernmental Agreement for funding of public improvements on and subject to certain conditions precedent as described in the Resolution with the date of March 1, 2024 added to the Resolution. Motion carried by unanimous roll call vote.

**An Ordinance Amending the Grand Junction Municipal Code (GJMC) Concerning City Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee has been Paid in Connection with the Boundaries of the Western Slope Metropolitan District, Grand Junction, Colorado**

The proposed ordinance would amend the GJMC sales tax code and authorize a credit against sales tax if a Public Improvement Fee (PIF) is paid on taxable transactions within the specified boundary of the proposed Western Slope Metropolitan District. This is termed a "Credit PIF" and is a mechanism to "share" sales tax revenues in order to fund public improvements.

The public hearing for this ordinance coincides with the consideration of the Service Plan for the Metropolitan District, the Declaration of PIF Covenants and the Public Improvements Funding Intergovernmental Agreement that will also be required to establish the Credit PIF within the Western Slope Metropolitan District.

This item was presented by City Attorney John Shaver and City Manager Greg Caton.

Discussion ensued regarding the lack of risk to the City in passing this incentive for this Metro District because of the specific anchor tenant that would be moving into this development (this project will not move forward if the retailer doesn't develop here).

The public hearing opened at 8:51 p.m.

Executive Director of Grand Junction Economic Partnership Kurtis Englehart spoke in support of this item for job creation, major business attraction and multiplier effect for space in that area.

President and CEO of the Grand Junction Chamber of Commerce Candace Carnahan said this is the right time with the right leadership for this project.

The public hearing closed at 8:55 p.m.



Council President Pro Tem Herman moved and Councilmember Nguyen seconded to adopt Ordinance No. 5167, an ordinance amending the City of Grand Junction Municipal Code (GJMC) concerning City Sales Taxes to provide a credit against sales tax if a certain public improvements fee has been paid in connection with the boundaries of the Western Slope Metropolitan District, City of Grand Junction, Colorado on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Council took a short break at 9:00 p.m.

The meeting resumed at 9:09 p.m.

**An Ordinance Amending the Charter Regarding Council Salaries on the Election Ballot for the Special Municipal Election to be Held November 7, 2023**

In 1999, Section 38 of the City Charter was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2025. The proposed ballot question, if approved by the voters, would also provide for the City Council, as allowed by the City's health insurance, to purchase insurance coverage under the City's policy(ies).

This item was presented by City Attorney John Shaver.

Conversation ensued regarding the time implementation of this ordinance and how no one on the dais will benefit from the salary increase, is there a better dollar amount that all Councilmembers would support, and how this increase makes it accessible for people to run for Council that otherwise cannot afford it currently.

The public hearing opened at 9:20 p.m.

There were no comments.

The public hearing closed at 9:20 p.m.

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to adopt and refer Ordinance No. 5168 to the November 7, 2023 election ballot, an ordinance for an amendment of the City Charter to change the salary of City Council beginning May 1, 2025, providing for an index to increase the salary by ordinance in future years, and authorizing the City Council to purchase City health insurance on final passage and ordered final publication in pamphlet form. Motion carried 5-2 by roll call vote with Councilmembers Reitz and Simpson voting no.

**An Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 up to 99 Years on the Election Ballot for the Special Municipal Election to be Held November 7, 2023**

The City Council is considering an ordinance to present to the City voters to change the City Charter to allow the City to lease City property for up to 99 years for affordable housing. Increasing the possible lease term from 25 up to 99 years will benefit the public by allowing the highest and best use of certain property and in turn contribute to reducing the shortage of affordable housing in the community. Voter approval of the ballot question will only change the possible lease term for affordable housing on City property now owned or after being acquired.

This item was presented by City Attorney John Shaver.

The public hearing was opened at 9:23 p.m.

There were no comments.

The public hearing was closed at 9:23 p.m.

Comments were made stating that this will enable access to millions in grants for the City to enable affordable housing and job creation in relation to that.

Councilmember Kennedy moved and Councilmember Reitz seconded to adopt Ordinance No. 5169, an ordinance placing a charter amendment to change the authorized length of leases of City property for housing from twenty-five up to ninety-nine years on the Election Ballot for the Special Municipal Election to be held the 7<sup>th</sup> day of November 2023 on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Amending the Wastewater System of the Grand Junction Municipal Code (GJMC) Section 13.04.140 Building Sewer - Separate Sewer Required for each Building - Exception and Setting**

The current Municipal Code 13.04.140 Building Sewer - Separate sewer required for each building - Exception requires a separate and independent building sewer line for every building. The only exception is where one building stands at the rear of another on an interior lot and no private sewer is available, nor can it be constructed to the rear building through an adjoining alley, court, yard, or driveway, in which case the building sewer from the front building may be extended to the rear building.

The revised code will allow more than one building located on the same parcel to connect to the sanitary sewer main via a shared service line provided the sewer service line meets all other requirements of the Municipal Code including the City's standard specifications for the construction of pipe and fittings for sanitary sewer service lines that address the size, slope and materials of construction for service lines.

The revision to the municipal code will allow Accessory Dwelling Units (ADUs) and other buildings located on a singular parcel to share sewer service lines at a more affordable cost while still meeting standard specifications for sewer service lines to ensure adequate sewer service.

If the parcel is subdivided, each parcel would be required to have a separate and independent sewer service line.

Utilities Director Randi Kim presented this item.

Councilmember Reitz disclosed that he is building an ADU; City Attorney Shaver stated there was no conflict in him voting on this item.

The public hearing was opened at 9:30 p.m.

There were no comments.

Public hearing was closed at 9:30 p.m.

Councilmember Simpson moved and Councilmember Nguyen seconded to adopt Ordinance No. 5170, an ordinance amending section 13.04.140 of the Grand Junction Municipal Code pertaining to building sewers on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 7, 2023, Two Measures to Amend the City Charter, and Other Details Relating Thereto and to Ask Voters One Question for Approval to Enter into Debt for a 29 Road and I-70 Interchange**

The City Council has determined that an election shall be held on November 7, 2023, at which time there shall be submitted to the registered electors of the City three questions, two Charter amendment questions and one debt question. Each question is described in detail in a separate ordinance and a resolution, all of which have been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 7, 2023 (Election).

City Attorney Shaver explained this would allow for the three placeholders as discussed this evening, although items can be removed in the future if necessary.

The public comment period was opened at 9:33 p.m.

There were no comments.

The public comment period was closed at 9:33 p.m.

Councilmember Reitz moved and Councilmember Kennedy seconded to adopt Resolution No. 70-23, a resolution calling a special election in the City on November 7, 2023, providing for the submission of three ballot questions, approving the intergovernmental agreement with Mesa County Elections Division together with authorizing any and all actions consistent therewith. Motion carried by unanimous roll call vote.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting adjourned at 9:33 p.m.

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Amy Phillips, CMC  
City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #2.a.i.**

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**Meeting Date:** September 6, 2023

**Presented By:**

**Department:** Finance

**Submitted By:**

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**Information**

**SUBJECT:**

Introduction of an Ordinance for Supplemental Appropriation for a Grant to the Counseling and Education Center (CEC)

**RECOMMENDATION:**

**EXECUTIVE SUMMARY:**

**BACKGROUND OR DETAILED INFORMATION:**

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

**Attachments**

None





**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Tim Barker

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**Information**

**SUBJECT:**

Purchase Vactor Combination Sewer Cleaning Truck

**RECOMMENDATION:**

Staff recommends the purchase of a Vactor combination sewer cleaning truck from Joe Johnson Equipment in Denver Colorado for \$635,564.68

**EXECUTIVE SUMMARY:**

The purchase of this unit will replace a 10-year-old combination truck that has reached the end of its useful life. As part of the Fleet replacement program, this unit will be used in the daily maintenance of the city's sewer system.

**BACKGROUND OR DETAILED INFORMATION:**

This unit is a replacement and will be purchased through accruals in the Fleet replacement fund. The replacement unit has a dual purpose, allowing for both cleaning and Jetting of the city's sewer system. The replacement unit will recycle wastewater being pulled from drains during cleaning operations, filter out the solids and utilize the same water for jetting operations. This will ensure the equipment maintains the highest practical state of suitability, reliability, safety, and efficiency.

This purchase will be a piggyback on Sourcewell, a national cooperative agreement. Cooperative agreements are beneficial in several ways as they combine the spend of multiple government agencies to provide cost saving advantages, enhance overall procurement capabilities, provide superior contracts, and give us better quality products and services.

**FISCAL IMPACT:**

Replacement funds are budgeted in the 2023 Fleet replacement budget.

**SUGGESTED MOTION:**

I move to approve the City Purchasing Division to issue a Purchase Order to Joe Johnson Equipment for the purchase of one (1) Vactor Combination Sewer cleaning truck.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #3.b.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** William Comerer, Project Engineer

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**Information**

**SUBJECT:**

Construction Contract for Crawford-Rockaway Alley Improvements

**RECOMMENDATION:**

Staff recommends the City Purchasing division execute a construction contract with M.A. Concrete Construction, Inc. for the Crawford-Rockaway Alley Improvements project in the amount of \$211,779.00.

**EXECUTIVE SUMMARY:**

The project generally consists of constructing improvements in the alley between Crawford Avenue and Rockaway Avenue, from Hale Avenue to Fairview Avenue and extending the existing storm drain in Hale Avenue to the low point at the south end of the alley. The proposed improvements include extending a storm drain approximately 150 feet from Hale to drain the south end of the alley and pave the entire length of the alley with a concrete section.

**BACKGROUND OR DETAILED INFORMATION:**

The existing alley between Crawford Avenue and Rockaway Avenue serves as the primary access for many of the adjoining properties along this block, as well as access to city trash collection services. The existing alley has a gravel surface with inadequate drainage that results in ponding of water and muddy conditions from storm events, resulting in increased maintenance needs.

Certain property owners adjoining this alley have been requesting improvements to the alley for at least 3 years and successfully circulated a petition in 2022 for the creation of an alley improvement district. The City Council denied the resolution for creation of an alley improvement district for this project due to issues with lack of right-of-way and concerns raised about the affordability of the improvements by certain property owners.

Instead, the City Council authorized, by motion, that the City pay for the entirety of the improvements if all rights-of-way were dedicated.

The City prepared the necessary documents for the dedications and reached out to the individual property owners about formalizing the rights-of-ways. To date, formal rights-of-ways exist, or have been secured, for 22 of the 25 properties adjoining the subject alleyway and one of the property owners has also donated an easement for the storm drain. This process took longer than expected due to a property foreclosure and a civil issue between two neighbors.

It is expected that the three (3) remaining properties that claim ownership to the center of the alley will formally dedicate or grant consent for construction of the alley improvements prior to the start of construction. If these dedications are not formally received prior to construction, then the City would have to rely on the prescriptive easements that exist for this portion of the alley. It is believed that the risks of moving forward with paving the alley are minimal, since the project will not substantially change the use of the alley.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations) and 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. Three companies submitted bids, of which three were found to be responsive and responsible, as summarized in the following table:

Vendor	Location	Amount
M.A. Concrete Construction, Inc.	Grand Junction, CO	\$211,779.00
Sorter Construction, Inc.	Grand Junction, CO	\$217,532.20
Agave Construction, LLC	Grand Junction, CO	\$348,120.00

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

**FISCAL IMPACT:**

The construction contract will authorize the Crawford-Rockaway Alley Improvements at a cost of \$211,779.00. All expenses are currently budgeted within the City's 2023 Adopted Budget in the Sales Tax Capital Improvement Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a contract with M.A. Concrete Construction, Inc. of Grand Junction, Colorado for the Crawford-Rockaway Alley Improvements project in the amount of \$211,779.00.

## **Attachments**

1. Crawford-Rockaway Alley Vicinity Map



ROCKAWAY AVENUE TO CRAWFORD AVENUE

HALE AVENUE TO FAIRVIEW AVENUE





**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

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**Meeting Date:** September 6, 2023

**Presented By:**

**Department:** Finance

**Submitted By:**

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**Information**

**SUBJECT:**

A Resolution Approving a Grant to the Counseling and Education Center (CEC)

**RECOMMENDATION:**

**EXECUTIVE SUMMARY:**

**BACKGROUND OR DETAILED INFORMATION:**

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 77-23, a resolution

**Attachments**

1. RES-ARPA CEC 20230828

RESOLUTION \_\_-23

AUTHORIZING THE CITY MANAGER TO MAKE AN AMERICAN RESCUE PLAN ACT (ARPA) GRANT AWARD TO THE COUNSELING AND EDUCATION CENTER (CEC)

RECITALS:

With the adoption of Resolution 32-22 the City Council created and charged a community advisory board with assisting the City to determine how to best appropriate and expend American Rescue Plan Act (ARPA) "recovery funds." Over the course of 11 months in 2022 the Committee reviewed applications for, and made recommendations on, awarding approximately \$9,000,000 that the City received in Federal funds. Those funds, which were made available to the City under the American Rescue Plan Act, have at the City Council's direction to the Committee been considered for use in support of mental and behavior health, housing, and homelessness programs and services.

At the Council's December 20, 2022, work session, the Council heard from six applicants all of which the Committee had reviewed and recommended for funding. One applicant withdrew and of the five remaining applicants, City Council requested additional information from three applicants.

At its February 13, 2023, work session the Council continued its deliberations on funding the pending applications; however, due to uncertainty about a pending grant opportunity CEC continued to develop its plan and application for ARPA funds.

On or about May 12, 2023, CEC submitted additional application materials, including but not limited to a notification of it being awarded a State grant.

The CEC presented further information to City Council at the Council work session on August 14, 2023. Based on the supplemental information and the City Council's finding that an award of ARPA funds to CEC would support and be consistent with the Council's direction for use of the ARPA funds the Council approved this Resolution and by doing so called for the introduction of an appropriation ordinance to be introduced on first reading at the September 6, 2023, City Council meeting.

As the ARPA funds have been determined by the City to be pandemic revenue replacement, as provided by the applicable rules, and the City Council is vested with the authority to determine how those funds may be expended, the City Council by and with this Resolution affirms and directs the execution by the City Manager of a notice of award of nine hundred ninety-six thousand and six dollars \$996,006 to the Counseling and Education Center of Western Colorado for the project described in its application for funds. The City Council having been fully advised in the premises by and with this Resolution affirms and directs the execution of the foregoing notice and amount with

payment of said sums of money being contingent on Ordinance \_\_\_ being approved and becoming effective and consequentially making a supplemental appropriation to the City's 2023 budget as described in that Ordinance.

NOW THEREFORE, as provided in this Resolution, the City Council of the City of Grand Junction authorizes the City Manager to execute a notice of award of American Rescue Plan Act funds in the amount of nine hundred ninety-six thousand and six dollars (\$996,006) for the Counseling and Education Center (CEC) as recommended by the ARPA Committee, and as further described in the application as presented by the CEC Board and staff, and when Ordinance \_\_\_ becomes effective executing a beneficiary agreement with CEC in furtherance of its purposes pursuant to this Resolution..

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #4.b.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Ken Watkins, Fire Chief  
**Department:** Fire  
**Submitted By:** Chris Angermuller, Deputy Fire Chief

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**Information**

**SUBJECT:**

A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District Fall Grant Cycle

**RECOMMENDATION:**

Staff recommends adoption of the resolution authorizing application for the Mesa County Federal Mineral Lease District 2023 fall grant cycle.

**EXECUTIVE SUMMARY:**

The Grand Junction Fire Department is requesting \$45,000 in funding through the Mesa County Federal Mineral Lease District to insulate the fire apparatus and equipment storage building at the fire training center. 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 Mesa County Federal Mineral Lease District provides grant funding to assist communities impacted by energy extraction. The District provides two grant cycles per year and awards two types of grants: Mini grants up to \$50,000 without a match and traditional grants for larger projects with a match. This request is for a mini grant of \$45,000 to install insulation in the fire department's apparatus and equipment storage building at the fire training facility on Whitewater Hill.

The apparatus and equipment storage building is a large tent facility that is heated but is not insulated. The building is used throughout the year for storage and fire academy training exercises. Installing insulation will save energy costs during the winter and increase use of the building throughout the year.

The Mesa County Federal Mineral Lease District has provided funding in the past to support the fire training facility, including funding for water, stormwater, and wastewater infrastructure.

**FISCAL IMPACT:**

If awarded, the 2023 budget will be amended accordingly.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 78-23, a resolution authorizing the City Manager to submit a grant request to the Mesa County Federal Mineral Lease District 2023 fall grant cycle.

**Attachments**

1. Resolution - MCFMLD Grant

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING THE APPLICATION FOR THE MESA COUNTY  
FEDERAL MINERAL LEASE DISTRICT 2023 FALL GRANT CYCLE**

**Recitals:**

City Council has considered and for the reasons stated, authorizes an application for the Mesa County Federal Mineral Lease District Fall Grant Cycle which if awarded will provide financial assistance to the Grand Junction Fire Department to insulate the apparatus and equipment storage building at the fire training center.

This is a semiannual, competitive grant program which the City of Grand Junction is requesting \$45,000 through.

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

The City Council of the City of Grand Junction strongly supports an 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 finalize and timely submit an application to the Mesa County Federal Mineral Lease District 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Anna Stout  
President, Grand Junction City Council

**ATTEST:**

\_\_\_\_\_  
Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.c.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Angela Padalecki  
**Department:** City Manager's Office  
**Submitted By:** Johnny McFarland, Asst. to the City Manager

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**Information**

**SUBJECT:**

A Resolution Authorizing the City to Approve Grant Agreements as a Co-sponsor with the Grand Junction Regional Airport Authority for the Runway 11/29 NAVAIDS Relocation, Pavement Design and Drainage Schedules 5, 6, and 7 for the Runway 12/30 Relocation Program

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

**EXECUTIVE SUMMARY:**

This item would authorize the City Manager to approve and sign grant agreements 78 and 79 for the next phase of the runway replacement program, temporary relocation of the NAVAIDS, and a portion of the pavement design for the Runway 12/30 Relocation Project.

**BACKGROUND OR DETAILED INFORMATION:**

The Runway 12/30 Construction Grading & Drainage, Runway 11/29 NAVAID Relocation, and Runway 12/30 Pavement Design Grant offers from the FAA are to fund the runway prism grading and drainage construction work for the next phase of the runway replacement program, temporary relocation of NAVAIDS as well as a portion of pavement design. 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 offers at the August 15, 2023 meeting and were approved by the County Commissioners at the August 29, 2023 meeting.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.



**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 79-23, a resolution authorizing the City Manager to approve grant agreements 78 and 79 for the Runway 11/29 NAVAIDS Relocation, Pavement Design and Drainage Schedules 5, 6, and 7 for the Runway 12/30 Relocation Program

**Attachments**

1. 2. GJT-NMG-3-08-0027-078-2023-Grant Agreement
2. 2.1 Co-Sponsorship Agreement-city AIP 78
3. 3. GJT-NMG-3-08-0027-079-2023-Grant Agreement
4. 3.1 Co-Sponsorship Agreement-city AIP 79
5. RES-AIP 078 2023 202300829



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

August 25, 2023

Mr. Thomas R. 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

Ms. Janet Rowland, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Commissioner Rowland:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-078-2023 at 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 **September 14, 2023**.
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.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

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John P Bauer (Aug 25, 2023 06:41 MDT)

John P. Bauer  
Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM**

**FY 2023 Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	August 25, 2023	
Airport/Planning Area	Grand Junction Regional Airport	
FY2023 AIP Grant Number	3-08-0027-078-2023	[Contract # DOT-FA23NM-1099]
Unique Entity Identifier	P2MUNC6N7YM6	

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TO: Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / 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 Applications dated December 14, 2022 and amended August 18, 2023, 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 (NAVAIDS relocation & Pavement Design Phase I)**

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); Consolidated

Appropriations Act, 2023 (Public Law 117-328); 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 ninety (90) 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 \$7,210,599.

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;  
 \$ 7,210,599 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, 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 September 14, 2023, 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 Invoicing 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 with their contractors and sub-contractors.
  - 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 debars 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:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. 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. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. 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 Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
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.
- b. Investigation of Complaints.
1. 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.
  2. 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.
  3. 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).
- c. Remedy and Enforcement Authority.
1. 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.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages

the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### **SPECIAL CONDITIONS**

29. **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.
30. **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.
31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
32. **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).
33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
34. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
35. **Instrument Landing System and Associated Equipment in Project.** The Sponsor agrees that it will:
  - a. Prior to commissioning, assure the equipment meets the FAA's standards; and
  - b. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
39. **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.



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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
John P. Bauer (Aug 25, 2023 06:41 MDT)  
*(Signature)*

John P Bauer  
*(Typed Name)*

Manager, Denver Airports District Office  
*(Title of FAA Official)*

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<sup>1</sup> 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.

**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.<sup>2</sup>

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)*

\_\_\_\_\_

<sup>2</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>3</sup> 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.<sup>4</sup>

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)*

<sup>4</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>5</sup> 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.<sup>4</sup>

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)*

<sup>4</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>5</sup> 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**

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#### **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

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- 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- 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**

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- 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.<sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>

- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### ***SPECIFIC ASSURANCES***

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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, Colorado / 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 49 U.S.C. §§ 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 49 U.S.C. §§ 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 December 14, 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 \_\_\_\_ day of \_\_\_\_\_, 2023, 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. 3-08-0027-078-2023 (“Project”).

D. The FAA is willing to provide \$7,210,599 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**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

August 22, 2023

Mr. Thomas R. 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

Ms. Janet Rowland, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, Colorado 81501

Dear Commissioner Benton, Mr. Caton, and Commissioner Rowland:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-079-2023 at 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 **September 14, 2023**.
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.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

  
John P Bauer  
[John P Bauer \(Aug 22, 2023 10:50 MDT\)](#)

John P. Bauer  
Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM**

**FY 2023 Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	August 22, 2023	
Airport/Planning Area	Grand Junction Regional Airport	
FY2023 AIP Grant Number	3-08-0027-079-2023	[Contract # DOT-FA23NM-1100]
Unique Entity Identifier	P2MUNC6N7YM6	

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TO: Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / 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 December 14, 2022 and amended August 18, 2023, 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 (grading and drainage-Schedules 5 and 7)**

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); Consolidated



Appropriations Act, 2023 (Public Law 117-328); 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 ninety (90) 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 \$6,543,673.

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;  
 \$ 6,543,673 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, 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 September 14, 2023, 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 Invoicing 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 with their contractors and sub-contractors.
  - 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 debars 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:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. 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. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. 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 Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant 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.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
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.
- b. Investigation of Complaints.
1. 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.
  2. 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.
  3. 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).
- c. Remedy and Enforcement Authority.
1. 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.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages



the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### **SPECIAL CONDITIONS**

29. **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.
30. **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.
31. **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).
32. **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.

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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*John P Bauer*

John P Bauer (Aug 22, 2023 10:50 MDT)

*(Signature)*

John P Bauer

*(Typed Name)*

Manager, Denver Airports District Office

*(Title of FAA Official)*

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<sup>1</sup> 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.

**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.<sup>2</sup>

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)*

\_\_\_\_\_

<sup>2</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>3</sup> 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.<sup>4</sup>

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)*

<sup>4</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>5</sup> 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.<sup>4</sup>

Dated \_\_\_\_\_

**MESA COUNTY, 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)*

\_\_\_\_\_  
<sup>4</sup> 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 Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

\_\_\_\_\_

<sup>5</sup> 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**

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#### **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

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- 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- 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**

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- 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.<sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>

- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### ***SPECIFIC ASSURANCES***

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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, Colorado / 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 49 U.S.C. §§ 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 49 U.S.C. §§ 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 December 14, 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 \_\_\_\_ day of \_\_\_\_\_, 2023, 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. 3-08-0027-079-2023 (“Project”).

D. The FAA is willing to provide \$6,543,673 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 \_\_\_-23

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 subjects of this Resolution are relocation of the navigational aids (NAVIDS) for runway 11/29, and the pavement design, grading and drainage schedules for the relocation of runway 12/30.

The grant was reviewed by the Airport Board at its August 15, 2023, meeting, by the Board of County Commissioners at its August 29, 2023, meeting and by the City Council at its September 6, 2023, meeting. Approval of all three bodies is necessary.

The FAA grant offer is \$7,210,599.00; 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 \$7,210,599.00 in support of the GJRAA as described generally herein and in more detail in the Grant Offer and Agreement(s) (grant offer No. 3-08-0027-078-2023.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$7,210,599.00 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.

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.a.i.

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**Meeting Date:** September 6, 2023  
**Presented By:** Jessica Johnsen, Senior Planner  
**Department:** Community Development  
**Submitted By:** Jessica Johnsen, Senior Planner

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### Information

#### **SUBJECT:**

An Ordinance Approving a Rezone for 1.22 Acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) Located at 3041 D Road Habitat for Humanity of Mesa County

#### **RECOMMENDATION:**

The Planning Commission heard this request at the July 25, 2023 meeting and voted (5 - 0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Laurel Cole with Habitat for Humanity of Mesa County, is requesting a rezone to R-12 (Residential 12) for approximately 1.22 acres of land located at 3041 D Road. The zone district of R-12 is consistent with the Residential Land Use category of the Comprehensive Plan.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The Applicants are requesting a zone district of R-12 (Residential 12). The property is currently zoned as R-5 (Residential 5 du/acre). The proposed zone district of R-12 is consistent with the Residential Medium category of the Comprehensive Plan.

Surrounding zoning is Residential Medium, mostly R-8 and some county properties zoned residential under a planned development. The subject property and all surrounding properties (within the city limits) have a Land Use designation of Residential Medium. The Applicant is now requesting a rezone to R-12 that would increase the number of homes able to be built on the property, which both keeps up with Grand Junction's growth and demand for housing.

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 Site Plan Review.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held at 3041 D Rd. on February 8, 2023, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were three neighbors in attendance, in addition to City staff, the property owner and their representative.

Notice was completed consistent with the provisions in Section 21.02.080(g) of the City's Zoning and Development Code. The subject property was posted with an application sign on July 14, 2023. 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 July 13, 2023. The notice of the Planning Commission public hearing was published July 16, 2023 in the Grand Junction Daily Sentinel. An online public hearing was conducted on [GJSpeaks.org](http://GJSpeaks.org).

### **ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a) and includes 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 property owners have requested to rezone the property to R-12 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). The current zoning, R-5, is within the range of allowable zone districts for the Residential Future Land Use Designation, as is the proposed R-12 zone district. As such, there are no identified subsequent events that have invalidated the original premise of R-12 being able to implement the 2020 Comprehensive Plan. Therefore, staff finds that this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or The Applicant is requesting an allowable zone district that is consistent with the density range allowed by the Residential Medium category. The character and/or condition of the area has not changed in recent years as the adjacent residential properties are currently zoned R-8 and the requested zone district is compatible with the Comprehensive Plan designation. Staff is unable to identify any apparent change of character and/or condition and therefore, staff finds that 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 and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-12 zone district. Clifton Water



and sanitary sewer are presently available to the site on D Rd., as well as water services on Wedgewood Ave. The property can be served by Xcel Energy natural gas and electricity. Pear Park Elementary School is approximately one-half mile to the north, Grand Mesa Middle School is approximately two miles to the northeast, and Grand Junction High School approximately 1.75 miles to the northeast. Las Colonias Park is approximately three miles to the southwest. One half mile away is North Road and along this corridor are many commercial retail centers, medical offices and professional offices, convenience stores with fuel sales, restaurants, commercial businesses, and grocery stores. In general, staff has found public and community facilities are adequate to serve the type and scope of the residential land use proposed. As such, 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 is limited property north of D Road that has been incorporated into the City. What does exist in this area is mostly residential with a mix of R-8 (City of Grand Junction zoning district), and residential Mesa County zoning of RSF-R (Residential Single Family - Rural District) and PUD (Planned Unit Development) districts. Looking further out from this there is approximately 86 acres of R-8 zoning between 30 ¼ Road and 31 Road and north of D Road, with the exception of approximately eight acres just south of D Road (adjacent to the subject property). Therefore, Staff finds this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment. The entire Grand Junction community benefits from this proposed request because the requested zone provides an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of the growing community. The rezone criteria provide that the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan.

**CONSISTENCY WITH COMPREHENSIVE PLAN**

- Land Use Plan: *Relationship to Existing Zoning*

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Medium. As outlined in the background section of this staff report, the R-12 zone district implements the Residential Medium designation.

- Plan Principle 3: *Responsible and Managed Growth*

*Where We are Today (and Where We are Going)* – The One Grand Junction Comprehensive Plan raises concerns about an increasing population that may be outpacing available services. The focus on growth has been infill and redevelopment that take advantage of existing infrastructure. Future growth will need to minimize leap-frog development and prioritize infill.

*How We Will Get There* – Responsible and managed growth requires that growth occurs where infrastructure already exists. 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

The subject property is located within the Tier 2 – Suburban Infill tier as identified on the City's Growth Plan. Rezoning to R-12 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-12 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.

- Plan Principle 4: *Strong Neighborhoods and Housing Choices*

*Where We are Today (and Where We are Going)* – Housing within the City of Grand Junction is in crisis. The majority of the existing stock is single-family homes, with little of other product types. This principle outlines how in the decade preceding its adoption, the City saw an increase of over 70 percent in the cost of for-sale housing and more than 50 percent of renters are cost-burdened. To address these issues, more units are needed, and those units must be diverse.

*How We Will Get There* – The City of Grand Junction has an inadequate supply of land for affordable housing. Therefore, increasing the density of the property will increase the supply of medium density, single-family homes. The proposed rezone takes this into account and seeks to create resolution. The R-12 zone district, both as it exists and with proposed changes, allows for those housing options to be built.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the John H Hoffman Filing 4, RZN-2023-230, rezoning one parcel totaling 1.22 acres from R-5 (Residential 5 du/ac) to R-12 (Residential 12 du/ac) for the property located at 3041 D 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, The Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5171, an ordinance rezoning approximately 1.22 acres located at 3041 D Rd. from an R-5 (Residential 5 du/ac) zone district to an R-12 (Residential 12 du/ac) zone district, City File Number RZN-2023-230 on final passage and order final publication in pamphlet form.

**Attachments**

1. Exhibit 2 - Development Application
2. Exhibit 3 - Site Maps
3. ORD-Habitat Lot 1 R12 20230804

## 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: Rezone

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

Existing Land Use Designation: <u>Residential Medium 5.5-12</u>	Existing Zoning: <u>R-5</u>
Proposed Land Use Designation: <u>Residential Medium 5.5-12</u>	Proposed Zoning: <u>R-12</u>

Property Information



Site Location: 3041 D Road, Grand Junction, CO, 81504      Site Acreage: Approx. 1.22 Acres  
 Site Tax No(s): 2943-212-03-001      Site Zoning: R-5

Project Description:

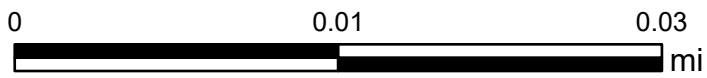
<u>Property Owner Information</u>	<u>Applicant Information</u>	<u>Representative Information</u>
Name: <u>Habitat for Humanity of Mesa</u>	Name: <u>Habitat for Humanity of Mesa</u>	Name: <u>Darah Galvin</u>
Street Address: <u>PO Box 4947</u>	Street Address: <u>PO Box 4947</u>	Street Address: <u>1015 N 7th St</u>
City/State/Zip: <u>Grand Junction, CO</u>	City/State/Zip: <u>Grand Junction, CO</u>	City/State/Zip: <u>Grand Junction, CO</u>
Business Phone #: <u>(970) 255-9850</u>	Business Phone #: <u>(970) 255-9850</u>	Business Phone #: <u>(970) 210-7289</u>
E-Mail: <u>lcole@hfhmesa.org</u>	E-Mail: <u>lcole@hfhmesa.org</u>	E-Mail: <u>darah@brayandco.com</u>
Fax #: _____	Fax #: _____	Fax #: _____
Contact Person: <u>Laurel Cole</u>	Contact Person: <u>Laurel Cole</u>	Contact Person: <u>Darah Galvin</u>
Contact Phone #: <u>(970) 255-9850</u>	Contact Phone #: <u>(970) 255-9850 x:206</u>	Contact Phone #: <u>(970) 210-7289</u>

**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: 2/23/23  
 Signature of Legal Property Owner:       Date: 2/27/23

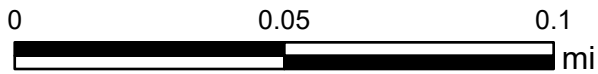
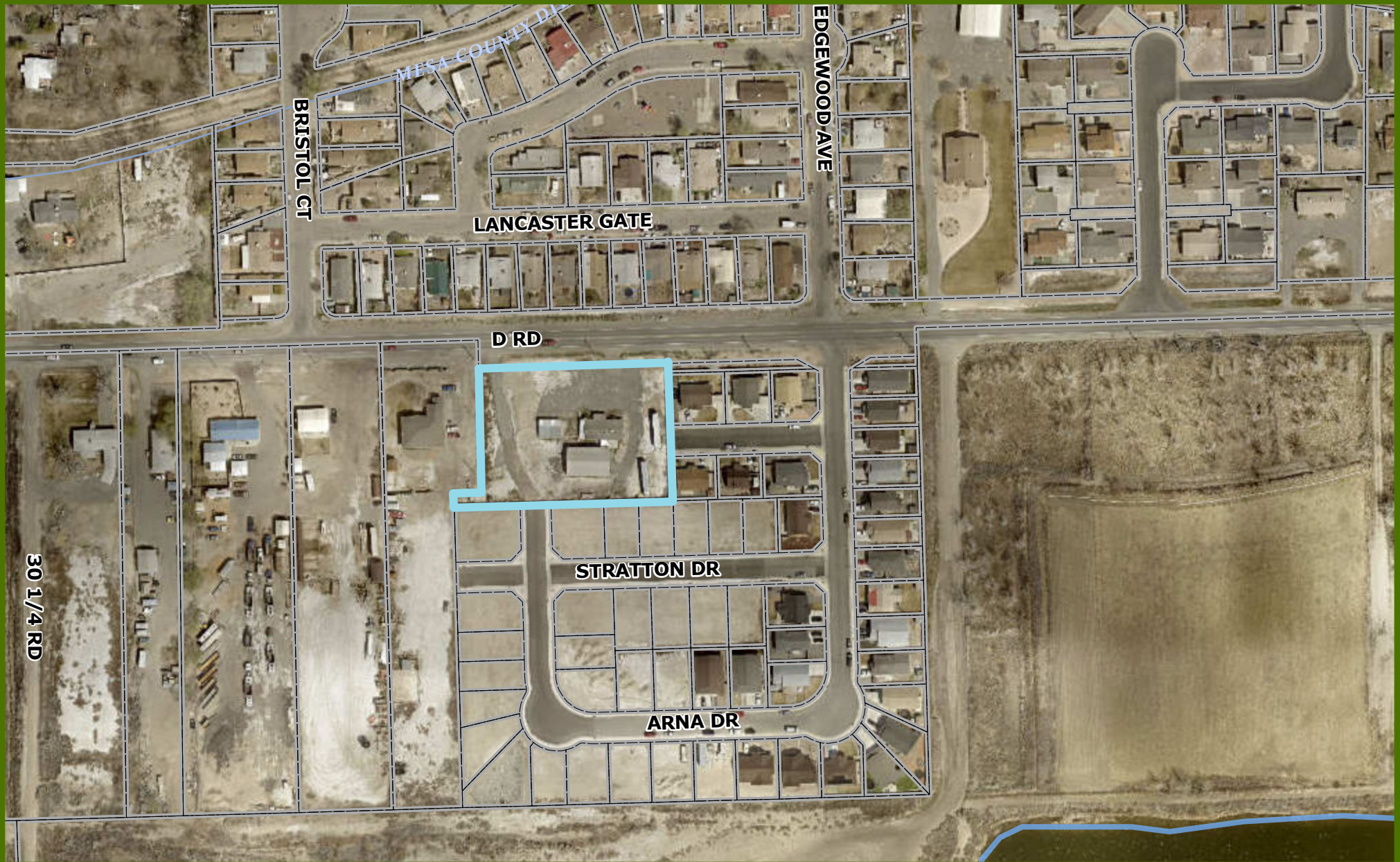
# Site Map



Printed: 7/10/2023  
1 inch equals 47 feet  
Scale: 1:564  
Packet Page 125



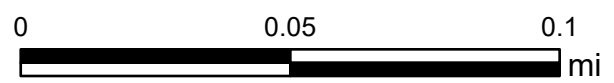
# Vicinity Map



Printed: 7/17/2023  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 126



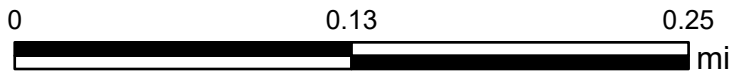
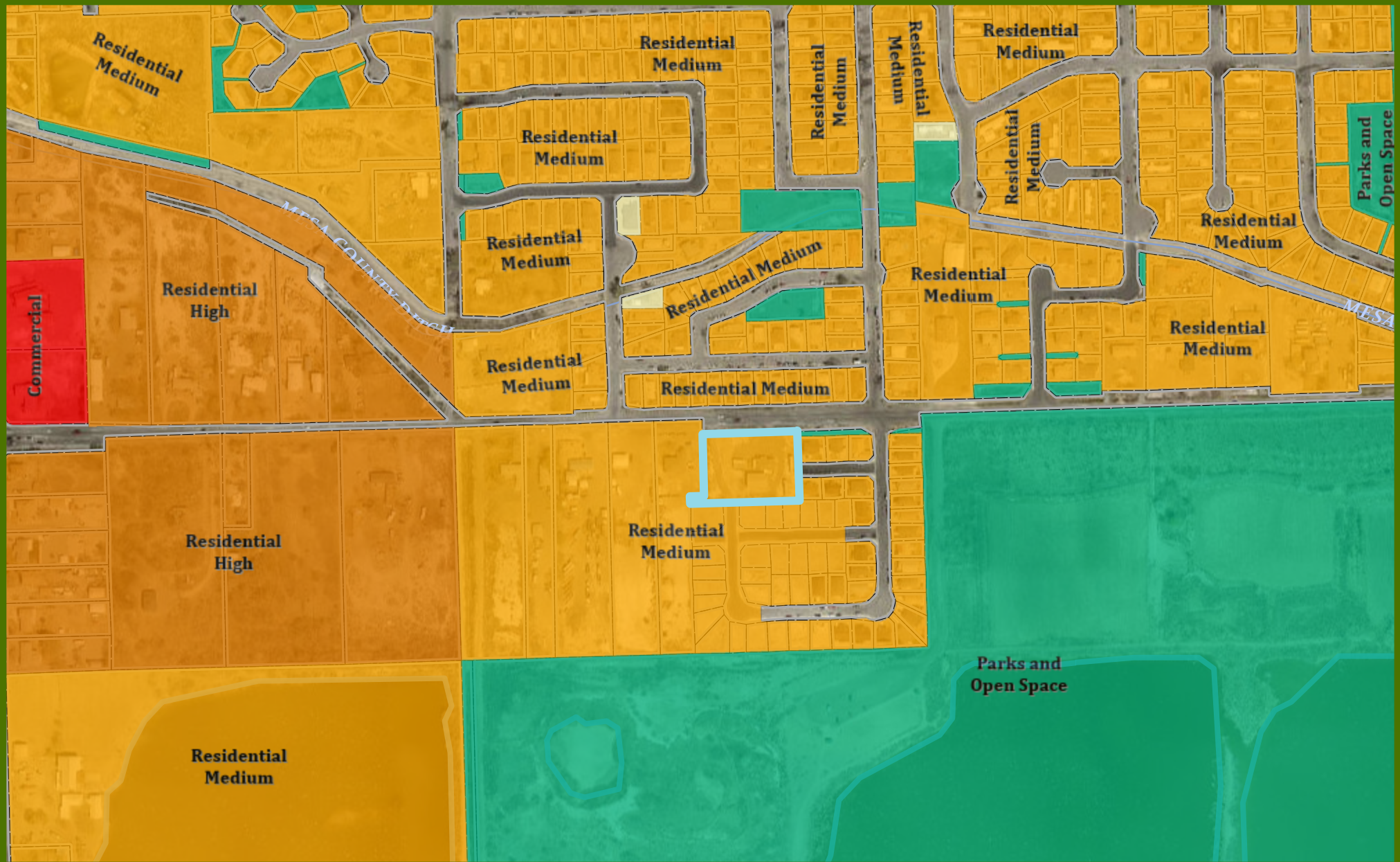
# Zoning Map



Printed: 7/10/2023  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 127



# Comprehensive Plan - FLU Map



Printed: 7/13/2023  
1 inch equals 376 feet  
Scale: 1:4,514  
Packet Page 128



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING LOT 1, ARNA HOFFMAN SUBDIVISION AT 3041 D RD FROM R-5 (RESIDENTIAL 5) TO R-12 (RESIDENTIAL 12)**

Recitals:

Habitat for Humanity, the owner of Lot 1 of the Arna Hoffman Subdivision, approximately 1.22 acres located at 3041 D Road (Property), has applied to rezone the Property from R-5 (Residential – 5 du/ac) to R-12 (Residential – 12 du/ac).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (“Code”), the Grand Junction Planning Commission recommended the Property be rezoned to the R-12 (Residential – 12 du/ac) designation.

The Planning Commission found and has recommended that zoning the Property R-12 is consistent with the Code, the R-12 conforms to and is consistent with the Future Land Use Map designation of Residential, it supports 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 adopts the Planning Commission’s recommendation and finds that the R-12 (Residential 12 du/ac) zone district is in conformance with and satisfies 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 1, Arna Hoffman Subdivision is and shall be duly and lawfully zoned R-12 (Residential 12 du/ac) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk

\_\_\_\_\_  
Anna M. Stout  
President of the City Council



**Grand Junction City Council**

**Regular Session**

**Item #5.a.ii.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Tamra Allen, Community Development Director  
**Department:** Community Development  
**Submitted By:** Tamra Allen, Community Development Director

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**Information**

**SUBJECT:**

An Ordinance Approving a Corridor Infill Incentive for the Kimball Residences by Kimball Acquisition, LLC

**RECOMMENDATION:**

Staff recommends review and consideration of the incentive request.

**EXECUTIVE SUMMARY:**

On September 7, 2022, the City Council adopted Resolution 74-22 creating a new Corridor Infill Incentive and Formula for Calculating the Incentive. The resolution included specific corridors in and near downtown as well as in the Horizon Drive Overlay. On February 13, the City received a request by Kimball Acquisition, LLC to utilize the Level 5 - Corridor Infill Incentive for a 164-unit multi-family apartment project called Kimball Residences on 6.8 acres located at 919, 1059, 1101 and 1299 Kimball Avenue.

**BACKGROUND OR DETAILED INFORMATION:**

Consistent with the Administrative Procedures (Attachment C) of Resolution 74-22, the applicant has provided a complete application. Kimball Acquisition LLC is requesting the incentive for the proposed Kimball Residences project located on 6.8 acres located at 919, 1059, 1101 and 1299 Kimball Avenue. A map of the property is attached. The applicant describes the project as similar to the Residences at Struthers and that the project will meet several City goals as "the residences will provide much needed housing for the current population. In addition, the project is ideal for energizing the redevelopment of the area and connecting the river to downtown. The City has developed community assets with an amphitheater, trail system, botanical garden, and more. The Kimball Residences will further expand this area and promote more development into a vibrant neighborhood."

The project includes five (5) residential buildings, three stories, with redevelopment of the Sugar Beet building being done by others. The total square footage of all five residential buildings is 168,360 sf and includes 24 studios, 77 1-bedrooms, and 63 2-bedrooms.

The applicant has submitted an application to the City for a Major Site Plan and has been assigned Plan No. SPN-2022-552. The developer anticipates 36 months to complete phased construction with the first buildings being delivered approximately 18 months after groundbreaking. The project will deliver new residential buildings until February 2027. The draft agreement sets a commencement date no greater than four months after City Site Plan approval and a completion deadline of 36 months after project Commencement, defined as the date of the beginning of physical construction.

The project developer is Kimball Residences, LLC from Aspen, Colorado. The company has completed over 100 projects, of which 25 have been completed with ANB bank, the proposed lender on the project. The company recently completed the 48-unit Struthers Residence project and is currently under construction on the 72-unit Farm at Market (F 1/2 Road and Market Street) project in Grand Junction. The company also recently completed a multi-family development in Fruita, CO.

Kimball Acquisition, LLC is requesting a Level 5 Incentive. The preliminary project budget includes a total project cost of \$51,891,864. The City has \$862,348.08 remaining in the 2023 budget to fund incentives. The applicant has requested the City utilize the remaining incentive budget for this project. Combined with an estimated \$715,000 in sales/use tax rebate, the total City incentive would equate to \$1,577,348.

**CORRIDOR INFILL CALCULATION  
RESOLUTION 74-22**

	<b>Private Investment Cost*</b> <small>*Not including land value</small>	<b>Incentive</b>
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

In accordance with Resolution 74-22, an application found by the City in its sole discretion to be consistent with the purpose and applicability of the Corridor Infill Incentive and the demonstrated ability and capacity to perform will be recommended for funding.

Level 5 Incentive					
Projected Project Cost - \$51,891,864			Fee Incentive Remaining		
Kimball Residences Corridor Infill Incentive*			\$862,462		
	Per MF Unit	Total Fees	Total Incentive (Level 5)	% of Total Fees	Share of R
Units		164	164		
Fire	\$ 467	\$ 76,588	\$ 76,588	6.17%	\$
Police	\$ 200	\$ 32,800	\$ 32,800	2.64%	\$
Parks	\$ 692	\$ 113,488	\$ 113,488	9.14%	\$
Transportation**	\$ 2,603	\$ 71,149	\$ 71,149	5.73%	\$
<b>Subtotal</b>	<b>\$ 3,962</b>	<b>\$ 294,189</b>	<b>\$ 294,189</b>		<b>\$</b>
Sewer PIF	\$ 3,992	\$ 654,688	\$ 654,688	52.73%	\$
Water PIF	\$ -	\$ 89,260	\$ 89,260	7.19%	\$
<b>Subtotal</b>	<b>\$ 3,992</b>	<b>\$ 743,948</b>	<b>\$ 743,948</b>		<b>\$</b>
Open Space Fee (est.)	\$ 2,035,000	\$ 203,500	\$ 203,500	16.39%	\$
<b>Subtotal</b>	<b>\$ 2,035,000</b>	<b>\$ 203,500</b>	<b>\$ 203,500</b>		<b>\$</b>
<b>Total Fee Payment</b>	<b>\$ 7,954</b>	<b>\$ 1,241,637</b>	<b>\$ 1,241,637</b>	99.99%	<b>\$</b>
Sales/Use Tax Rebate (est.)	\$ -	\$ 715,000	\$ 715,000		
<b>Total Incentive</b>			<b>\$ 1,956,637</b>		<b>\$</b>
* Based on effective fee schedule on Submittal Date 8/10/2022					
**Total TCP and Incentive Reduced to reflect Redevelopment Area Incentive					
updated 4/3/2023					

Based on the project timeline, the City will need to execute a multi-year agreement to account for the estimated 36-month construction period. The agreement will be subject to annual appropriation. If approved, the project will be required to submit a quarterly report of actual expenditures and a report of actual expenditures based on project completion. Pursuant to the Agreement and associated payment schedule, the incentive shall be credited upon verification of costs consistent with the level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost. The Ordinance and agreement are attached for review.

**FISCAL IMPACT:**

The total incentive equates to an amount not to exceed \$1,577,348. Of this \$862,348, is fees that will be paid in a proportionate amount to the share of remaining incentive funds according to the preceding calculation. These fees will be "waived" to the developer and will be paid instead by the City from the 2023 budgeted infill incentive funds to the appropriate funds (enterprise and special revenue funds) that account for each respective fee. The City will also agree to forego City sales and use tax revenues on materials used in the construction of the project in an amount not to exceed \$715,000.

**SUGGESTED MOTION:**

I move to move to (adopt/deny) Ordinance 5170, an ordinance approving the Kimball Residences Corridor Infill Incentive agreement for Kimball Acquisition LLC for the project located at 919, 1059, 1101 and 1299 Kimball Avenue on final passage and order final publication in pamphlet form.

**Attachments**

1. Vicinity Map - Kimball Residences
2. Resolution No. 74-22
3. AGR-Kimball 08.28.2023
4. ORD-Kimball Residences 08.28.2023







CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. 74-22

A RESOLUTION ADOPTING A NEW CORRIDOR INFILL INCENTIVE AND FORMULA FOR  
CALCULATING THE INCENTIVE

RECITALS:

In 2004, the City Council reviewed and approved an *Infill/Redevelopment Implementation Program* ("Program") by adopting policies, definitions, boundaries, criteria, and potential forms of City involvement set forth in Resolution 87-04. That was subsequently amended by Resolution 15-13 Resolution 93-19 and Resolution 03-20

Since 2004, the City through, extensive public participation, continues to realize the important nature and critical need to invest in and support infill and redevelopment in and around the City's central core all as recognized in various adopted planning documents and in the adopted 2020 *One Grand Junction Comprehensive Plan* key strategies which specifically call for the City to:

- "Partner in the development of housing strategies for the community including options for housing incentives," and
- Promote "more opportunities for housing choices that meet the needs of people of all ages, abilities and incomes."

In the 2013 adopted *Greater Downtown Plan* certain key strategies call for the City to:

- "Promote Downtown living by providing a wide range of housing opportunities, primarily in the Downtown District;"
- "Support a regional housing strategy with an emphasis on infill, downtown housing;
- "Jump-start the revitalization and reinvestment in the Downtown District with strategic catalyst projects;" and
- "Encourage both regulatory and financial solutions including public subsidies and creative financing mechanism."

The *Greater Downtown Plan* also notes that "Public-private partnerships are essential, and that local government needs to have strong involvement, a visible presence, perhaps be the entity that provides continuing leadership, regulatory incentives and seed capital for early projects."

The *North Avenue Corridor Implementation Plan* specifically calls for the City to:

- "Establish a City infill and redevelopment policy and define what types of activities would receive consideration for development incentives. Incentives can include many different choices including paying required fees, constructing off-site improvements, undergrounding utilities, etc."

Consistent with policies and strategies of adopted plans and planning documents, including the *Comprehensive Plan*, the *Greater Downtown Plan*, and the *North Avenue Corridor*

Implementation Plan, the City Council hereby creates and establishes a new incentive that further promotes investment in the City's central areas and important commercial corridors.

With the adoption of this Resolution, the City expands its incentive offering(s) and further encourages infill in and along corridors in and near the City's center utilizing a "Level" approach to the offering of incentives that is relative to the value of the private investment made in improvements in such corridors.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND UNCTION,  
COLORADO:

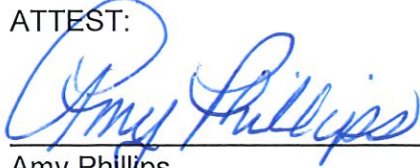
That the Corridor Infill Incentive is hereby established together with Attachments A-C hereto, which are hereby adopted and made effective immediately and shall apply as follows for the reasons stated in the foregoing Recitals and in the interest of advancing the health, safety and welfare of the City as follows:


**Corridor Infill Incentive.**

1. The Corridor Infill shall apply to the Corridor Infill Boundary (Attachment A) together with the reduced fee and sales/use tax formula as provided in the Corridor Infill Calculation (Attachment B);
2. For the purposes of administering the Corridor Infill Incentive "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential unit(s) with a cost (confirmed by a written report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are or include "for sale" detached or attached single-family dwelling units or accessory dwelling units;
3. The Corridor Infill Incentive shall be administered in accordance with the intent, purpose and procedures as provided in Attachment C, Corridor Infill Incentive Administration Procedures; and
4. Without further action of the City Council is set to expire on December 31, 2025.

ADOPTED AND APPROVED THIS 7<sup>th</sup> day of September 2022.

ATTEST:

  
Amy Phillips  
City Clerk

  
Anna M. Stout  
President of the City Council

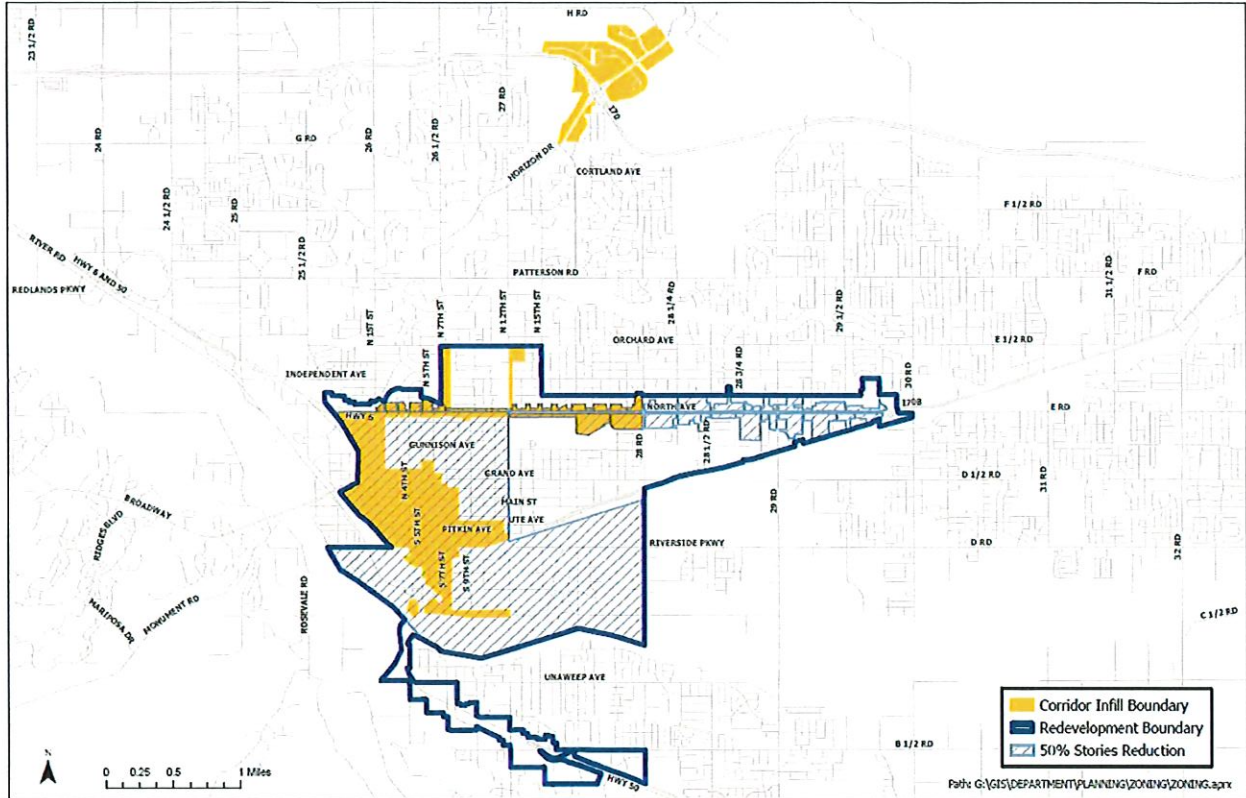




# ATTACHMENT A

## CORRIDOR INFILL BOUNDARY (ORANGE)

### RESOLUTION 74-22



**ATTACHMENT B  
CORRIDOR INFILL CALCULATION  
RESOLUTION 74-22**

	<b>Private Investment Cost*</b> *Not including land value	<b>Incentive</b>
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

**ATTACHMENT C**  
**CORRIDOR INFILL INCENTIVE ADMINISTRATION PROCEDURES**

**Application.**

1. For 2022, applications will be available no later than 60 days after the Effective Date. In future years, no later than July 1 of a given year, applications may be made to the City for a Corridor Infill Incentive.
2. At a minimum, the application for a Corridor Infill Incentive Project (Project) shall include the following:
  - a. Project Name, property ownership, developer's or entity(s) information;
  - b. Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.
  - c. Description of the Project timeline, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project;
  - d. Description of the developer's experience with and capacity to implement the proposed Project;
  - e. Amount of the incentive being requested;
  - f. A preliminary financing plan including project budget and a letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.

**Application Review and Funding Reservation.**

3. An application found by the City in its sole discretion to be consistent with the purpose and applicability of the Corridor Infill Incentive and that demonstrates ability and capacity to perform will be recommended for funding.
4. During the City's annual budget process, City Council will review the recommendations and consider the suitable Project(s) for funding during the following fiscal year(s). If a Corridor Infill Incentive is for more than one year each year shall be subject to annual appropriation. The City Council may choose to utilize the General Fund or other special revenue fund(s) for the repayment of the fees to appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of fees "waived" for a Project(s) pursuant to this incentive policy.

**Incentive Agreement.**

5. Should an Incentive be approved by City Council, the City and the developer and Project entity(ies) shall execute a Corridor Infill Incentive Agreement, which agreement shall at minimum provide:
  - a. The value of the Fee waiver as a "not to exceed" amount;
  - b. Terms for the commencement and completion of the Project;
  - c. Payment schedule whereby the Fees waived upon the completion of the Project will be credited or paid by the City pursuant to the Corridor Infill Incentive;
  - d. Remedy(ies) for default;



- e. Recording memorandum; and,
  - f. Other provisions, as deemed appropriate by the City Attorney.
6. The Project shall submit a quarterly report of actual expenditures and a report of actual expenditures upon Project completion. Pursuant to the Agreement and Payment Schedule (5.c) the incentive shall be credited or paid upon verification of costs consistent with Level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost.

**Definitions.**

1. "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential units with a cost (confirmed by a report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are include for sale detached or attached single-family dwelling units or accessory dwelling units;
2. "Fees" mean
  - a) "Sewer Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected by any other wastewater provider.
  - b) "Water Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
  - c) "Development Impact Fees or Impact Fee" means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks and recreation, transportation capacity and/or other governmental functions and services.
  - d) "Open Space In-Lieu Fee means a fee collected in lieu of dedicating 10 percent of a property as open space for public use.
  - e) "Sales and Use Tax" means a tax collected by the City of Grand Junction as General Revenue. Does not include any sales or use tax for public safety (0.5%) and capital (0.75%) in accordance with voters approved and directed uses.

## DEVELOPMENT/REDEVELOPMENT AGREEMENT

### 919 AND 1101 KIMBALL AVENUE & PARCEL NO. 2945-231-39-001 GRAND JUNCTION, COLORADO

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of \_\_\_\_, 2023 (“**Effective Date**”), is made by and among Kimball Acquisition LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 and/or 17 (“**Developer**”) and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

#### RECITALS

WHEREAS, Developer is the owner of that certain parcels of real property known as 919, 1059, 1101 and 1299 Kimball Avenue and certain leased areas, Grand Junction, Colorado, and as more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter known as the “**Property**”); and,

WHEREAS, Developer has applied to the City for an Infill Incentive pursuant to Resolution 74-22, and such application is attached hereto as Exhibit B (the “**Infill Incentive Application**”); and,

WHEREAS, consistent with the City’s Comprehensive Plan and funding available under Resolution 74-22, the City has established and adopted an area within the community known as the *Corridor Infill Boundary Area* and certain *Corridor Infill Policies* in which the City has identified property conditions that warrant support to stimulate reinvestment; and,

WHEREAS, the Property is also located within the Infill Boundary Area; and

WHEREAS, the Developer intends to redevelop the Property as a multi-family residential project, featuring 164 residential units together with related amenities (collectively, the “**Project**”); and

WHEREAS, the Developer has outlined a preliminary financing plan (the “**Preliminary Financing Plan**”) and such plan is attached hereto as Exhibit C (the “**Preliminary Financing Plan**”), which evidences to the City that the Developer has the financial capacity to undertake the Project; and,

WHEREAS, construction of the Project will ensure the availability of housing to area residents, and will provide a dense population of customers for the surrounding businesses, and maximize the efficient provision of infrastructure and public services; and,

WHEREAS, the City Community Development Department has reviewed the conceptual plans for the Project attached hereto as Exhibit D (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further

stated goals and policies of the City’s 2020 One Grand Junction Comprehensive Plan; and,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City’s entitlement and permitting process; and

WHEREAS, the City Council has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the City.

**NOW, THEREFORE**, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

### **DEFINITIONS**

1. **“Code”** or **“GJMC”** means the zoning and development regulation of the City in effect as of the date of the application for the Project.
2. **“Commence”** **“Commenced”** or **“Commencement”** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
3. **“Complete”** **“Completed”** or **“Completion”** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
4. **“Conceptual Plans”** are/consists of the documents marked and attached to this agreement as Exhibit D.
5. **“Fees”** means fees imposed by the City with respect to the development of the Project, including, impact fees (e.g., Parks & Recreation, Fire, Traffic, Park Land Dedication, *etc.*) together with City sales and use tax charged for materials used in the construction of the Project up to the Fee Cap. Application fees, development review fees, fees imposed as a condition of the issuance of a City Planning Clearance, Mesa County Building Department fees and charges are not **“Fees”** for purposes of this Agreement.
6. **“Fee Cap”** means \$1,577,348.00<sup>1</sup>.
7. **“Preliminary Financing Plan”** is attached to this agreement as Exhibit C.

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<sup>1</sup> The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance with this Agreement acknowledges and agrees that \$862,348.00 is the amount remaining of the City’s appropriated and budgeted Corridor Infill Incentive and that said sum (\$862,348.00) is less than the amount of a Level 5 incentive. Accordingly, this Agreement does not and shall not refer to or be claimed to be controlled by the “levels” established in Resolution 74-22. The “Fee Cap” assumes \$862,348.00 plus up to \$715,000.00 of rebated sales and use tax charged for materials used in the construction of the Project for a total (“Fee Cap”) not to exceed \$1,577,348.00.

8. “**Project**” has the meaning assigned to such term in the Recitals.
9. “**Property**” the real property that is depicted and described in Exhibit A hereto.

## AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of Fees not to exceed the Fee Cap as provided herein. The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance with this Agreement acknowledges and agrees that \$862,348.00 is the amount remaining of the City’s appropriated and budgeted Corridor Infill Incentive and that said sum (\$862,348.00) is less than the amount of a “Level 5” incentive. The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance waives and releases the City from any assumption that the Fee Cap is or will be established as a “Level 5” incentive as provided in Resolution 74-22.

### 2. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement:

(i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City’s entitlement and permitting process. If, subject to Paragraph 21 below, Developer fails to Commence the Project on or before the date that is four (4) calendar months after Developer receives building permit approval from Mesa County, pursuant to the City’s Building Services Contract (“**Commencement Deadline**”), or thereafter, fails to Complete the Project within thirty-six (36) calendar months after the date of Commencement (“**Completion Deadline**”), then Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. Any extension may be granted only with prior City Council approval.

2. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the

event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys' fees and costs. Except as provided in this Paragraph 3, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party's breach of this Agreement.

3. No Waiver of Grand Junction Municipal Code ("Code"): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

4. Governmental Immunity: The Parties agree that the City, in entering this Agreement, does not waive governmental immunity as described in C.R.S. § 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

5. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties' authorized representatives (or their successors) as identified herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City:                      City Manager  
    City of Grand Junction  
    Attention: Greg Caton  
    250 North 5<sup>th</sup> Street  
    Grand Junction, CO 81501  
    Email: gregc@gjcity.org



With copy to: City Attorney  
City of Grand Junction  
Attention: John Shaver  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Email: johns@gjcity.org

For Developer: Kimball Acquisition, LLC  
312 Aspen Airport Business Center, Suite D  
Aspen, CO 81611  
Email: [mac@aspenstarwood.com](mailto:mac@aspenstarwood.com)

With a copy to: Coleman & Quigley, LLC  
Attention: Stuart R. Foster & Isaiah Quigley  
2454 Patterson Road, Suite 200  
Grand Junction, CO 81505  
Email(s): [stuart@cqlawfirm.net](mailto:stuart@cqlawfirm.net) & [isaiah@cqlawfirm.net](mailto:isaiah@cqlawfirm.net)

6. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

7. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

8. Assignment:

a. Neither the City nor the Developer shall assign any rights or obligations under this Agreement without the prior written consent of the other Party except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City containing the name and address of the assignee, to: (i) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (ii) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (i) and (ii) being a "**Permitted Assignee**").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule, or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph 9.

9. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

10. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

11. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

12. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

13. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

14. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

15. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

16. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 9. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this Agreement.

17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

18. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit E, which will be recorded in the real property records of Mesa County, Colorado.

19. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

21. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. “Force Majeure Event” means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer’s performance of an obligation pursuant to this Agreement: fire, earthquake, flood, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer’s reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute “**Entitlement Delays**”. “**Material Litigation**” includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

22. Estoppel Certificates. The City, at any time and from time to time upon not less than ten (10) business days’ prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit F, which form is acceptable to the Developer and the City.

23. Representations and Warranties

a. Developer represents and warrants to the City that the following statements are true as of the Effective Date:

i. **No Litigation**. There is no pending or, to Developer’s actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Authorization**. Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set

forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement. The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. **Organization of Developer.** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado and with full power to enter into and to perform its obligations under this Agreement.

iv. **No Breach or Prohibition.** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

b. The City represents and warrants to Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction

herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City’s actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City’s actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

**City of Grand Junction, Colorado**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Date**

**Developer**

Kimball Acquisition LLC  
a Colorado limited liability company

By: \_\_\_\_\_  
its Manager

**Approved as to Substance:**

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**City Manager**

**Approved as to Legal Form:**

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**City Attorney**

**Approved as to Fee Cap Funds Availability:**

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**Director of Finance**

## EXHIBIT A

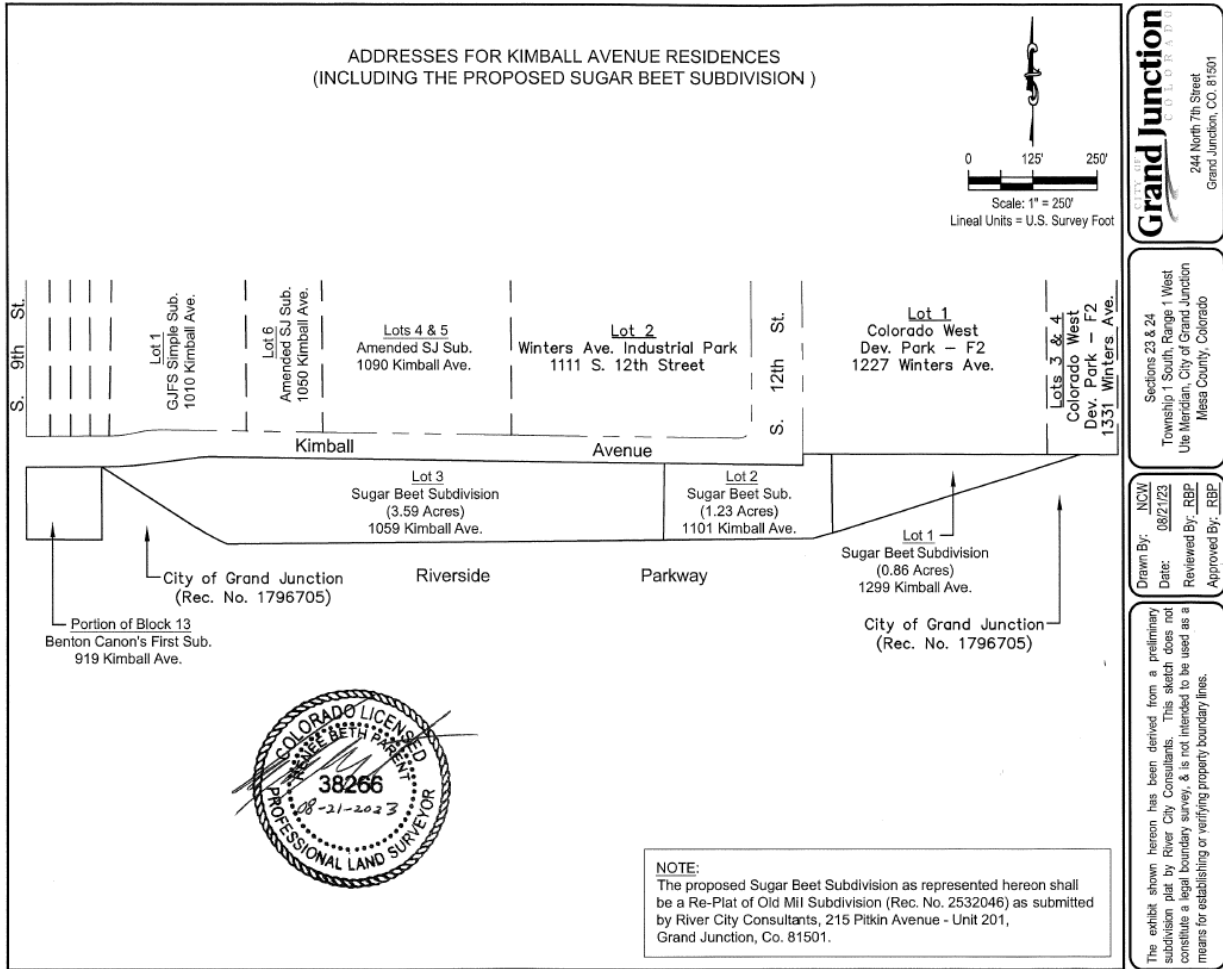
### Legal Description and Depiction

Lots 1 and 2 of Old Mill Subdivision, Reception Number 2532046,  
together with Lot 1 of Block 13 and the north 15.0 feet of Lot 2 of Block 13 of Amended Plat of  
Benton Canon's First Subdivision, Rec No 117077 (1913) & Vacated Right-of-Way by ordinance  
number 4839, Reception Number 2873347  
Including areas owned by the City of Grand Junction subject to use by separate lease agreement





# EXHIBIT A (Continued)



**EXHIBIT B**

Infill Incentive Application

Application for Corridor Infill Incentive Project

Please select year Project is seeking funding    2023

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Project Name	Kimball Residences
Property Address/Parcel Identification Number	919 & 1101 Kimball Avenue Grand Junction
Property Ownership	Kimball Acquisition LLC
Developer/Entity Name	Mark Friedland/Aspen Starwood

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Developer/Entity Email Address	<a href="mailto:mac@aspenstarwood.com">mac@aspenstarwood.com</a>
Developer/Entity Phone Number	646-413-2854
Developer/Entity Mailing Address	312 Aspen Airport Bus Ctr, Suite D Aspen, CO 81611

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Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.	The Kimball Residences will provide 164 for rent apartments. The residences will provide much needed housing for the current population, as well as provide housing for expanding local businesses and the many new businesses coming to GJ. Additionally, new apartments incentivize graduates to stay in GJ by providing housing located in a blossoming part of town. The location of the project is idea for energizing the redevelopment of the area and connecting the River to Downtown. The City has developed, in community assets with the amphitheater, trail system, botanical gardens and more. The Kimball Residences will further expand on this area and promote more developing into a vibrant neighborhood. Overall, the project provides housing and expands on a neighborhood the City has already begun with their investments on development.
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Additionally, the project will promote the development of the iconic Sugar Beet Factory. The owners have already had interest from restaurants and retail companies for the Sugar Beet building. Until there are people, a market, it is unlikely this building will be redeveloped. Envision going to dinner at the beautiful Sugar Beet building and then heading over to the amphitheater for live music. Even better, imagine walking from your apartment to do all of this!

The project includes five (5) three story residential buildings, with redevelopment of the Sugar Beet building by others. Total square footage of all five residential buildings is 168,360 sf and includes 24 studios, 77 1-bedrooms, and 63 2-bedrooms.

Overall the project is a public benefit: a) the efficient development of property adjacent to existing City services; b) the creation of developable lots; c) the development of vacant land within the Downtown and Infill corridor area; d) utilizing an existing building and infrastructure; and 3) aiming for better utilization of properties that prove a needed use and an economic return to the community.

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Description of the Project  
 timeline, whether the

The project currently has conditional planning approval. With support from this incentive program the project will move to the

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Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project.

building permit process with the aim to start construction in late Q1 2024 or early Q2 2024. The project is projected to take up to 36 months with completion being in 2027. The project will start with a 20 unit building at the western edge of the property. Followed by 36 units at the eastern end of the property and the final 108 units finishing off in the center of the site.

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Description of the developer's experience with and capacity to implement the proposed Project.

Aspen Starwood, in partnership with Sweeney Real Estate and Development, completed 805 Struthers Avenue which is 48 units across the street from Kimball. 111 S Mesa and 204 S Mulberry in Fruita were completed in 2023 and are currently in lease up. 656 Market Street anticipates TCO on one of two buildings this month (July 2023) with the second building being completed and open for tenants in September 2023. 535 W Aspen in Fruita, 5 buildings, is set to start construction in August 2023. Additionally, the developer/owner owns two more sites in Fruita for multi family development along with 11 acres at F 1/2 road (near the 656 Market site). Buffalo Valley in Glenwood is an operating multi-family for rent project that is been open for over two years and 20 more units are under construction in Glenwood.

Aspen Starwood, Mark Friedland is the owner, has been operating in Aspen for decades building and managing homes and commercial properties. Mr. Friedland's extensive experience in the Aspen area has cultivated relationships with numerous equity investors who are interested in the multi family long term hold strategy. Additionally, the experience has provided Mr. Friedland with strong relationships with ANB Bank and First Bank, both of whom are interested in this project.

MacKenzie Thom who manages Aspen Starwood multi-family has been in the industry for 15 years. Ms. Thom's experience includes multi tenant housing, schools, and civil projects.

Shannon Sweeney, Sweeney Real Estate and Development, has a long relationship with Mark Friedland and has led finding land in the Grand Valley for multi-family. Mr. Sweeney has also constructed Mesa and Mulberry (in Fruita) given his 25+ years of experience building in the Roaring Fork Valley.

Our team are seasoned real estate development and construction professionals. Local consultants and subcontractors are used as much as possible. The developer/owners are building to own thus a long term commitment to the Grand Valley. Our lenders - Frist Bank and ANB Bank - are local and are also invested in the Grand Valley.

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Amount of the incentive being requested. As much as possible

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A preliminary financing plan including project budget and a letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.

The total cost of this project is over \$50m given the scale, construction costs, site conditions, impact fees, interest rates, and insurance costs. Aspen Starwood has a long history with ANB Bank and thus a letter from them is included. To make this project feasible we are looking for any, and all funds possible, to bring the full project to fruition. At this time the development team has worked with City Planning for two years to bring this project forward. Attached please also find the financing information as estimated March 2023.

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Supplemental Document 1 [1101 Kimball Bank Letter July 2023.pdf](#)

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Supplemental Document 2 [Kimball Development Costs 3.16.23.pdf](#)

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Supplemental Document 3 [Kimball Development Fees \(page 2\) 3.16.23.pdf](#)

**Kimball Development Costs**

Category		Project Costs	Per Unit	Per SqFt
			164	170.590
<b>Land</b>		<b>\$2,750,000</b>	<b>\$16,768</b>	<b>\$16.12</b>
<b>Construction Cost</b>		<b>\$44,000,000</b>	<b>\$268,293</b>	<b>\$257.93</b>
<b>Architectural and Engineering Fees</b>				
	Architect	\$235,000		
	Structural/MEP/Fire	\$214,000		
	Civil/Survey	\$160,000		
	Land Planner/Landscape Architect	\$30,000		
	Other	\$65,000		
<b>TOTAL</b>		<b>\$704,000</b>	<b>\$4,293</b>	<b>\$4.13</b>
<b>Soft Cost</b>				
	Land Closing Costs	\$65,000		
	Land Loan Interest	\$120,000		
	Due Diligence/Third Party reports	\$82,500		
	Pre Construction	\$50,000		
	Third Party testing	\$70,000		
	Travel/Print/Accounting	\$35,000		
	Development Legal	\$25,000		
	Insurance	\$900,000		
	Taxes	\$20,000		
	Other Development Costs	\$50,000		
	Development Fee	\$1,435,000		
	Pre Opening/Marketing	\$80,000		
	Development Contingency	\$250,000		
	FF&E	\$260,000		
<b>TOTAL</b>		<b>\$3,442,500</b>	<b>\$20,991</b>	<b>\$20.18</b>
<b>Entitlement Fees</b>				
	Impact Fees	\$682,664		
	Water & Sewer Fees	\$748,846		
	Site Permit	\$1,289		
	Building Applications + Permits	\$52,000		
	AHJ Off Site Improvements	\$25,000		
	Utilities	\$60,000		
	Other Municipality Costs	\$15,000		
<b>TOTAL</b>		<b>\$1,584,799</b>	<b>\$9,663</b>	<b>\$9.29</b>
<b>Financing</b>				
	Loan Origination Fee	\$163,000		
	Equity Origination Fee	\$15,000		
	Legal Financing	\$20,000		
	Guarantee Fee	\$50,000		
	Appraisal/Market Study/Lender	\$65,000		
	Title Costs	\$10,000		
	Construction Loan Closing Costs	\$20,000		
	Other Financing Costs	\$10,000		
	Construction Interest Carry	\$2,025,000		
<b>TOTAL</b>		<b>\$2,378,000</b>	<b>\$14,500</b>	<b>\$13.94</b>
<b>TOTAL</b>		<b>\$54,859,299</b>	<b>\$334,508</b>	<b>\$321.59</b>
<b>Equity 30%</b>		<b>\$16,457,790</b>		
<b>Deby 70%</b>		<b>\$38,401,509</b>		



July 18, 2023

To City of Grand Junction:

ANB has completed over 25 projects with Mark Friedland and his team and watched him successfully complete another 75 projects through another lending institution. In all of my years of banking I have never witnessed an individual raise the amount of capital Mark's team has put into development projects in the Roaring Fork and Grand Valleys. Not only the sheer dollar volume is impressive but also the ease at which he has been able to raise funds.

Throughout the years some of the projects have required additional equity injections due to unforeseen overruns, all of these overruns have been funded through the partnerships and all of the projects have been successfully completed.

Throughout my relationship with Mark, I have been introduced to a number of his equity partners and investors and built a banking relationship with many of those individuals. Another key attribute to the success of the group is the fact that Mark's team and a majority of his partners have a significant personal presence to the Roaring Fork Valley and Western Colorado as a whole. They are inherently gratified to see the success of the projects through completion and ongoing operations.

From a banking perspective, it has been gratifying to partner with this group to help them achieve their goal of building much-needed community housing in Western Colorado.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Pavro', written over a light blue horizontal line.

Mark A. Pavro

ANB Bank  
Community Bank President – Aspen & Basalt  
325 E Main St Aspen, CO 81611  
970-544-9553



**EXHIBIT B**  
**Infill Incentive Application (Project Timing)**

Timing: Below is an estimated project schedule.

Building Permit Approval	February 28, 2024
Sitework Start	April 1, 2024
Project Complete (Certificates of Occupancy Issued for all buildings including Building A, B, C, D and E	February 28, 2027



**EXHIBIT E**

Form of Memorandum of Redevelopment Agreement

Recording Requested By  
And When Recorded Return To:

**MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT**

**THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT** is made as of \_\_\_\_\_, 2023, by and among Kimball Acquisition, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph \_\_ (“**Developer**”), and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

The Parties entered into that certain Redevelopment Agreement, dated \_\_\_\_\_, 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

**City of Grand Junction, Colorado**

\_\_\_\_\_  
**Mayor**

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MESA         )

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Date**

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MESA         )

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

[Signature Pages Continue]

**Developer**

**Kimball Acquisition, LLC**

a Colorado limited liability company

By: Kimball Acquisition, LLC  
a Colorado limited liability company,

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF MESA        )

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as Manager of Kimball Acquisition, LLC, a Colorado limited liability company.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**

**Legal Description**

Lots 1 and 2 of Old Mill Subdivision, Reception Number 2532046, together with Lot 1 of Block 13 and the north 15.0 feet of Lot 2 of Block 13 of Amended Plat of Benton Canon's First Subdivision, Rec No 117077 (1913) & Vacated Right-of-Way by ordinance number 4839, Reception Number 2873347

Including areas owned by the City of Grand Junction subject to use by separate lease agreement, described and depicted as:

ALL of that part of said Parcel Number 2945-231-00-945 lying South of Lot 2, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado; North of a line that is 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying North of the Riverside Parkway; West of an existing concrete wall whose Northerly terminus is located approximately at the Northeast corner of said Lot 2, Old Mill Subdivision.

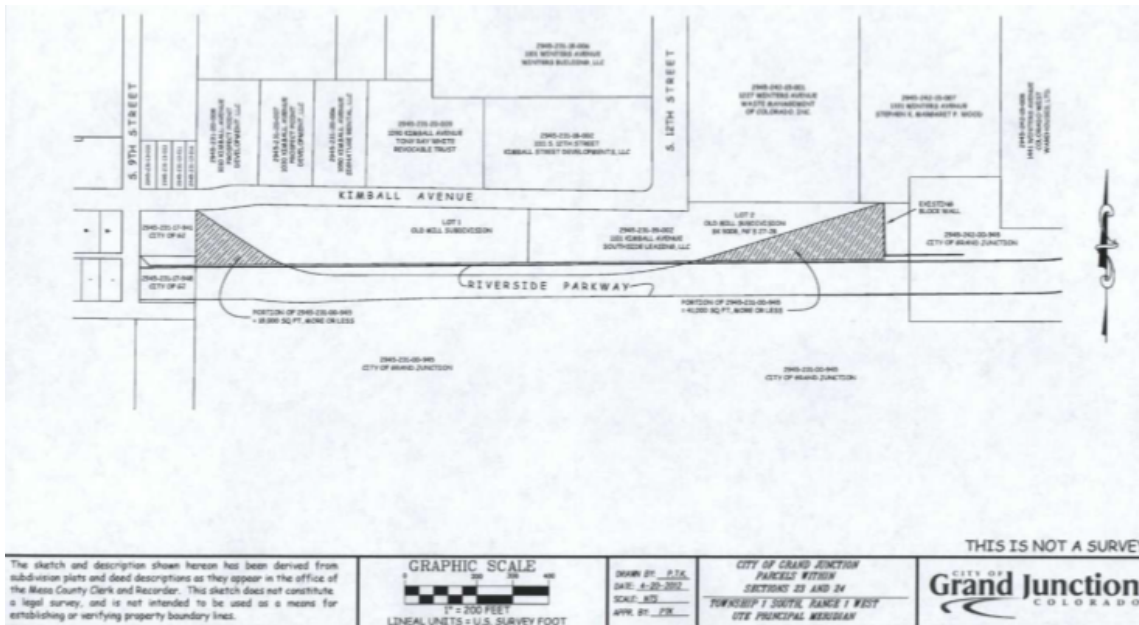
CONTAINING 41,000 Square Feet, more or less, as described.

And;

A certain parcel of land lying in Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, City of Grand Junction and being more particularly described as follows:

ALL that portion of Parcel Number 2945-231-00-945 owned by the City of Grand Junction, lying South of Lot 1, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado and lying North of a line that is 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying North of the Riverside Parkway.

CONTAINING 18,000 Square Feet, more or less, as described.



**EXHIBIT F**

Form of Estoppel Certificate

To: Kimball Acquisition LLC, a Colorado limited liability company (“**Developer**”)

From: CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”)]

Date: \_\_\_\_\_, 20\_\_

Re: The Development/Redevelopment Agreement, dated as of \_\_\_\_, 2023, by and between Developer, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The City hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.
2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.
3. The Commencement Deadline is \_\_\_\_\_ and the Completion Deadline is \_\_\_\_\_.
4. The Developer Commenced the Project on \_\_\_\_\_ and Completed the Project on \_\_\_\_\_. [modify as applicable]
5. Through the date of this Agreement, [the City has waived or paid \$ \_\_\_\_\_ in Fees] in accordance with this Agreement.
6. The City hereby approves of the Developer’s assignment of the Agreement to \_\_\_\_\_. [OR] \_\_\_\_\_ is a Permitted Assignee under the Agreement. [modify as applicable]
7. The Agreement was approved by [the City at a public hearing held on \_\_\_\_\_ pursuant to Ordinance \_\_\_\_\_].
8. The City agrees that \_\_\_\_\_ days of Force Majeure delays have accrued under the Agreement.
9. The City has not assigned the Agreement.

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the City made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the City and its successors and assigns and inure to the benefit of the Reliance Parties.

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

CITY SIGNATURE BLOCK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT C**

### **Preliminary Financing Plan**

Construction of 164-unit project, *Kimball Residences* (Project) will be financed using a combination of Kimball Acquisition LLC/Aspen Starwood equity and lender financing. For the Project financing Kimball Acquisition LLC has two lenders vying for the business.

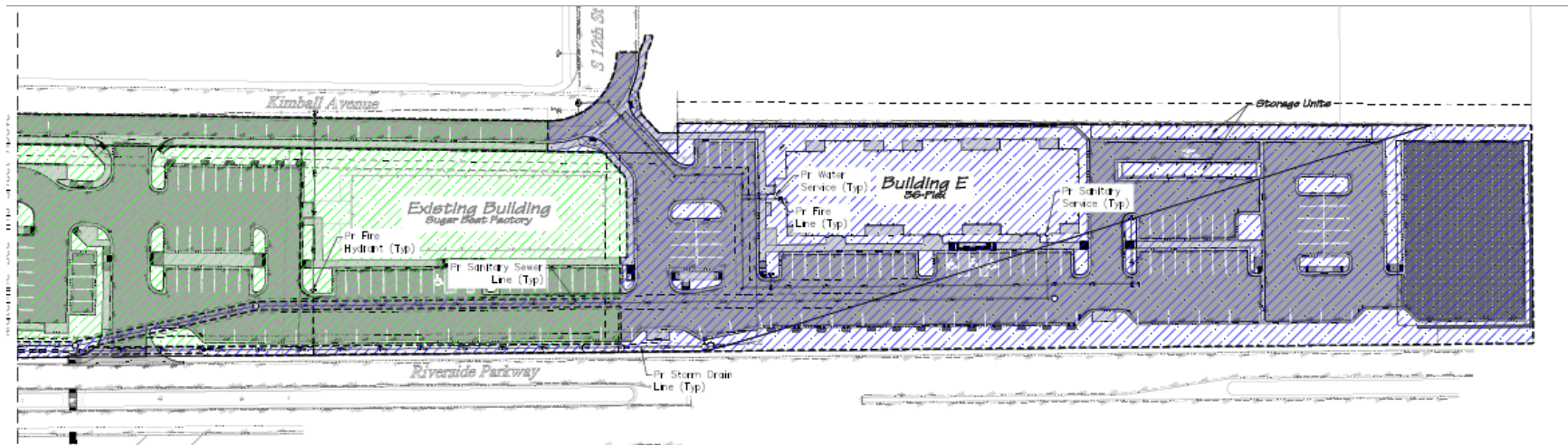
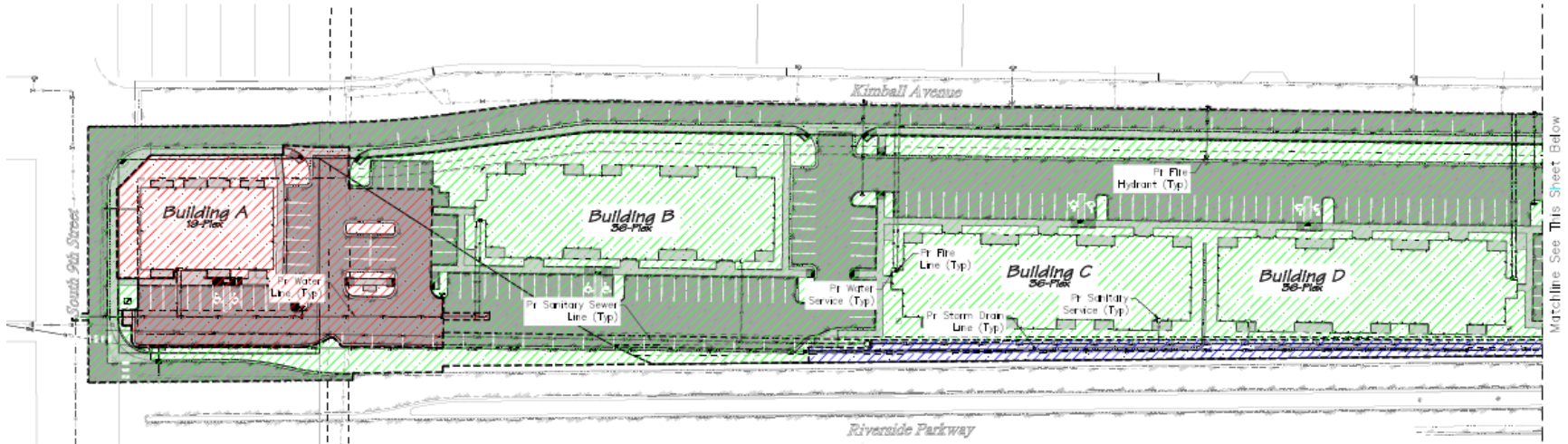
Debt options include the same lender who is financing Struthers Residences and Market Street Residences and the other financed 111 S Mesa and 204 S Mulberry in Fruita. Both banks have provided financing on many projects, for over 20 years, in Western Colorado with the same developer.

Kimball Acquisition/Aspen Starwood expects commitment letters from potential lender Q4 2023. Given ever changing market conditions the debt/equity ratio cannot be predicted. Kimball Acquisition LLC/Aspen Starwood has a deep ownership pool with ample equity to meet loan requirements. Given the scale of the Project, it will be phased, and a construction loan will be secured for each phase in a staggered approach.

Kimball Acquisition LLC/Aspen Starwood will select as construction lender in Q1 2024 and once a lender is chosen, it will take approximately 45-60 days before the construction loan closes.

## EXHIBIT D

### Conceptual Plans (SPN-2022-552)



- Legend**
- Construction Sequence 1
  - Construction Sequence 2
  - Construction Sequence 3

APPENDIX B - LEGEND	
	Construction Sequence 1
	Construction Sequence 2
	Construction Sequence 3



1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. \_\_\_\_

3 AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY  
4 AND AMONG KIMBALL ACQUISITION LLC, A COLORADO LIMITED LIABILITY COMPANY,  
5 ("APR") AND THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL  
6 CORPORATION ("CITY") FOR THE PROPERTY LOCATED AT 919, 1059, 1101 and 1299  
7 KIMBALL AVENUE ALONG WITH PROPERTY LEASED FROM THE CITY, GRAND JUNCTION,  
8 COLORADO, AND APPROVING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION  
9 THEREWITH

10 RECITALS:

11 Kimball Acquisition LLC is the owner of the real property commonly known and  
12 addressed as 919, 1059, 1101 and 1299 Kimball Avenue and property leased from the  
13 City, Grand Junction, Colorado, ("Property") which is more particularly described in the  
14 Corridor Infill Development/Redevelopment Agreement attached hereto and  
15 incorporated by this reference as if fully set forth ("Agreement"). The Property is  
16 currently vacant and will benefit from development. The City Council has agreed to  
17 waive and shall cause to be paid certain fees as the same are defined in the  
18 Agreement.

19 With the City's Comprehensive Plan, the City has established the need to focus  
20 development on areas of infill and has subsequently adopted, with Resolution 74-22 a  
21 *Corridor Infill Incentive Boundary Area*, which is a physical area within the City which the  
22 City Council has found conditions that warrant City financial support to stimulate  
23 investment. This Ordinance, together with the Agreement and the development that  
24 will result, will serve a public purpose, promote the health, safety, prosperity, security,  
25 and general welfare of the inhabitants of the City, and will spur economic investment  
26 within the City's *Corridor Infill Incentive Boundary Area*.

27 In accordance with the Agreement, Kimball Acquisition LLC intends to develop the  
28 Property as a multi-family residential project, featuring at least 164 units, together with  
29 related amenities and uses (collectively, the "Project"). Given that the Project is  
30 consistent with the Comprehensive Plan, is in the *Corridor Infill Incentive Boundary Area*,  
31 and otherwise satisfies Resolution 74-22, development of the Property will ensure the  
32 availability of new housing that is within walking distance of businesses, services, and  
33 employment and will reduce sprawl by maximizing the use of existing infrastructure.  
34 Therefore, the City Council finds that the Project is consistent with the reasonable  
35 needs, plans and policies of the City in general and in particular for the development of  
36 the Property and the granting of the requested incentives.

37 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND  
38 JUNCTION, COLORADO THAT:

- 39 1. The foregoing Recitals are incorporated and adopted, and in accordance with  
40 and pursuant to this Ordinance, the City Council of the City of Grand Junction

41 hereby authorizes and confirms the redevelopment agreement ("Agreement")  
42 by and among Kimball Acquisition LLC, a Colorado Limited Liability Company,  
43 ("APR") or its successors and assigns as permitted in accordance with the  
44 Agreement and the City of Grand Junction ("City"), for the property located at  
45 919, 1059, 1101 and 1299 Kimball Avenue and property leased from the City of  
46 Grand Junction, Grand Junction, Colorado ("Property").  
47

- 48 2. The terms of the Agreement, include but are not limited to a) the City paying  
49 fees, as provided by Resolution 74-22 and defined by the Agreement, in an  
50 amount not to exceed \$862,348 for and on behalf of Kimball for the  
51 development of the Property all as provided in the Agreement and b) the City  
52 providing a rebate of sales and use tax charged for materials used in the  
53 construction of the project in an amount not to exceed \$715,000.  
54
- 55 3. In accordance with and pursuant to this Ordinance, the City Council of the City  
56 of Grand Junction, Colorado confirms and authorizes the Agreement and any  
57 and all actions consistent with and to be taken subsequent to the adoption of  
58 this Ordinance, by the officers, employees and agents of the City, if/when such  
59 action(s) is(are) pursuant to law and the Agreement, together with the findings  
60 made therein, and with any applicable City Plans, ordinance(s), resolution(s), or  
61 other document(s) all of which shall be substantially construed to affect the  
62 intent and purposes thereof.  
63
- 64 4. If any part or provision of this Ordinance or the application thereof to any person  
65 or circumstance(s) is held invalid, such invalidity shall not affect other provisions  
66 or applications of this Ordinance which can be given effect without the invalid  
67 provisions or application, and to this end the provisions of this Ordinance are  
68 declared to be severable.  
69
- 70 5. The City Council finds and declares that this Ordinance is promulgated and  
71 adopted for the public health, safety and welfare and this Ordinance bears a  
72 rational relation to the lawful objectives sought to be obtained.  
73

74 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a  
75 hearing for September 6, 2023, this 16<sup>th</sup> day of August 2023.

76 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in  
77 pamphlet form this \_\_\_ day of September 2023.

78 \_\_\_\_\_  
79 Anna M. Stout  
80 President of the Council

81 \_\_\_\_\_  
82 Amy Phillips

DRAFT



## Grand Junction City Council

### Regular Session

Item #5.a.iii.

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**Meeting Date:** September 6, 2023  
**Presented By:** Tamra Allen, Community Development Director  
**Department:** Community Development  
**Submitted By:** Tamra Allen, Community Development Director

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### Information

#### **SUBJECT:**

An Ordinance Leasing Approximately 1.4 Acres of City Property to Kimball Acquisition, LLC Located near 919 Kimball Avenue and 1101 Kimball Avenue, Grand Junction, Colorado

#### **RECOMMENDATION:**

The City Council property committee has considered the proposed lease and has recommended its approval.

#### **EXECUTIVE SUMMARY:**

In November 2019, City voters approved an amendment to the City Charter which allowed the City to lease certain property, including certain of the Park Property including certain parcels owned by the City in the vicinity of Las Colonias Park north of the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed the City Council's right to lease the property for a term of not to exceed 99 years. Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance \_\_\_ been approved for a City Corridor Infill Incentive. With the incentive, the Developer will construct 164 housing units on the property located at 919, 1059, 1101 and 1299 Kimball Avenue, 919 Kimball Avenue and the parcel identified with Mesa County tax #2945-231-39-001. The City property, the Kimball Lease Property, and the Council approval and authorization of the lease thereof, on the terms established therein (Lease), adjoins the redevelopment parcel on the east and west. The City parcels are necessary for surface parking for the successful development/redevelopment and the provision of housing units for the community.

#### **BACKGROUND OR DETAILED INFORMATION:**

In 1994, the City acquired property (now known as Las Colonias Park "Park Property"), which was formerly a uranium mill tail processing site, from the State of Colorado,

Department of Public Health and Environment by quit claim deed. Following remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885 the Park Property has been redeveloping in accordance with state and federal approval in accordance with 42 U.S.C. § 7914(e)(1)(B), which generally provides that the Park Property is to be used for park, recreational or other public purposes. The “public purposes” to which the property may be set has been relatively broad so long as the City has determined that the use(s) advances community interests. The City is developing the Park Property south of the Riverside Parkway principally for park purposes and some commercial use; however, development of the property on the north side is being accomplished by aggregating a portion of the Park Property with private property for the construction of needed housing.

The Lessee desires and has proposed to lease a portion of the Park Property, as the same is specifically described herein (“Kimball Lease Property”) from the City and use the surface of the City property for parking and other purposes associated with its housing development/redevelopment on the Lessee’s parcel commonly known and referred to as the Sugar Beet building at 1101 Kimball Avenue.

In November 2019, City voters approved an amendment to the City Charter which allowed the City to lease certain property, including certain of the Park Property including certain parcels owned by the City in the vicinity of Las Colonias Park north of the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed the City Council’s right to lease the property for a term of not to exceed 99 years.

Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance \_\_\_\_ been approved for a City Corridor Infill Incentive (CII). With the CII, the Developer will construct 164 housing units on the property located at 919, 1059, 1101 and 1299 Kimball Avenue. The City property, the Kimball Lease Property, and the Council approval and authorization of the lease thereof, on the terms established therein (Lease), adjoins the redevelopment parcel on the east and west. The City parcels are necessary for surface parking for the successful development/redevelopment and the provision of housing units for the community.

**FISCAL IMPACT:**

If executed, the lease revenue will be budgeted accordingly. Over a 99-year period, \$260,700 in lease revenue will be generated.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5173, an ordinance pursuant to voter approval leasing approximately 1.4 acres of City property to Kimball Acquisition, LLC located adjacent to 919 and 1101 Kimball Avenue, Grand Junction, Colorado on final passage and order final publication in pamphlet form.

**Attachments**

1. LEASE-Kimball Dog Ears 20230810

2. ORD-Dog Ears Lease 20230810

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”) is hereby made and entered into this \_\_\_ day of September 2023, by and between the City of Grand Junction, a Colorado home rule municipality (“City”), and Kimball Acquisition, LLC (“Lessee”) or any successor to Lessee, whose legal address is 1315 Mountain View Drive, Aspen, Colorado 81611 (hereinafter collectively referred to as the “Parties”).

### RECITALS

A. The City is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

A parcel of land located in the SW1/4 of the NW1/4 of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being a portion of the parcel of land described in Reception Number 1796705 owned by the City of Grand Junction, lying South of Lot 2, Old Mill Subdivision as recorded at Reception Number 2532046 and lying North of a line that is 5.00 feet North and parallel with the Northerly edge of the concrete gutter on the North side of Riverside Parkway and West of an existing concrete wall whose Northerly terminus is approximately located at the Northeast Corner of said Lot 2, Old Mill Subdivision, said parcel being more particularly described as follows:

Commencing at the Quarter Corner common to said Section 24 and Section 23; whence the Center Quarter Corner of said Section 23 bears N89°36'06"W with all other bearings herein relative thereto; thence N60°52'19"E, a distance of 675.91 feet to the Northeast Corner of said Lot 2, Old Mill Subdivision being the Point of Beginning; thence S01°44'31"E, a distance of 156.77 feet along the west edge of an existing concrete wall to a point lying 5.00 feet North of the Northerly edge of the concrete gutter on the North side of Riverside Parkway; thence S89°26'47"W, a distance of 524.13 feet along a line 5.00 feet North and parallel with said Northerly edge of the concrete gutter to a point on the southerly line of said Lot 2; thence the following courses along the Southerly line of said Lot 2; 55.36 feet along the arc of a 1,156.28 foot radius curve concave Northwesterly, through a central angle of 02°44'36" whose chord bears N74°00'46"E, 55.36 feet; thence N72°33'02"E, a distance of 488.61 feet to the Point of Beginning.

Said parcel containing 40,718 Square Feet or 0.94 Acres, more or less as described.

And;

A parcel of land located in the SE1/4 of the NE1/4 of Section 23, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being a portion of the parcel of land described in Reception Number 1796705 owned by the City of Grand Junction, lying South of Lot 1, Old Mill Subdivision as recorded at Reception Number 2532046 and lying North of a line that is 5.00 feet North and parallel with the Northerly edge of the concrete gutter on the North side of Riverside Parkway, said parcel being more particularly described as follows:

Commencing at the Quarter Corner common to said Section 23 and Section 24; whence the Center Quarter Corner of said Section 23 bears N89°36'06"W with all other bearings herein relative thereto; thence N76°59'16"W, a distance of 1,354.45 feet to the Northwest Corner of said Lot 1, Old Mill Subdivision being the Point of Beginning; thence the following courses along the westerly line of said Lot 1, S57°07'00"E, a distance of 220.00 feet; thence 64.30 feet along the arc of a 369.93 foot radius curve concave Northeasterly, through a central angle of 09°57'35" whose chord bears S62°15'41"E, 64.22 feet to a point 5.00 feet North of the Northerly edge of the concrete gutter on the North side of Riverside Parkway; thence S89°25'42"W, a distance of 241.85 feet along a line 5.00 feet North and parallel with said concrete gutter to a point on the East line of Block 13 of Amended Benton Canon's First Addition as recorded at Reception Number 117077; thence N00°02'17"W, a distance of 151.21 feet along said East line of Block 13 to the Point of Beginning.

Said parcel of land containing 17,611 Square Feet or 0.40 Acres, more or less as described.

The City acquired the property (now known as "Park Property" or "the Park Property") which was formerly a uranium mill tail processing site, from the State of Colorado, Department of Public Health and Environment ("State") by quit claim deed ("Deed") following remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The City is developing the Park Property south of the Riverside Parkway principally for park purposes and some commercial use; however, timing for development and use of the property on the north side of the Riverside Parkway is uncertain.

B. Lessee desires to lease a portion of the Park Property, as the same is specifically described herein ("Kimball Lease Property") from the City and use the surface of the property for parking and other purposes associated with its business operations and/or the redevelopment of the Lessee's parcel commonly known and referred to as the Sugar Beet building. Lessee is aware of the conditional uses of the Park Property and that the same or similar conditions apply to the Kimball Lease Property and by signing this Agreement Lessee agrees and warrants that it and any successor(s) shall use the Kimball Leased Property only as specified in this Agreement and as otherwise allowed by the State and/or the United States.

C. The City agrees to lease, as allowed by voter approval for a term of 99 years that portion of the Park Property, the Kimball Lease Property, to the Lessee and any authorized successor(s) for the surface use only as specified in this Agreement.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases two individual portions of the Park Property to the Lessee, the Kimball Lease Property, as more particularly described in **Exhibit A and depicted in Exhibits B and C**, which are attached hereto and incorporated herein by this reference ("Property" or "Kimball Lease Property"). Lessee hereby accepts and leases the Property from the City, for the Term (defined in Section 2 below).



2. Term. The term of this Lease shall commence upon the City's issuance for the first City Planning Clearance to Lessee or its successor, for the development project located at 919 Kimball Avenue, 1101 Kimball Avenue and the property identified as Mesa County tax parcel #2945-2331-001, Grand Junction, Colorado 81501 and bearing City file number SPN-2022-552 named Kimball Residences ("Term Commencement Date") and shall continue for ninety-nine (99) years ("Term"), at which time this shall expire, if not extended by voter approval.

3. Rent. Rent for the Property specified in **Exhibit A** during the Term shall be paid in accordance with the following schedule:

- \$1000.00 per year for the first (1<sup>st</sup>) twelve (12) year period of the Term.
- \$1450.00 per year for the second (2<sup>nd</sup>) twelve (12) year period of the Term.
- \$1900.00 per year for the third (3<sup>rd</sup>) twelve (12) year period of the Term.
- \$2350.00 per year for the fourth (4<sup>th</sup>) twelve (12) year period of the Term.
- \$2800.00 per year for the fifth (5<sup>th</sup>) twelve (12) year period of the Term.
- \$3250.00 per year for the sixth (6<sup>th</sup>) twelve (12) year period of the Term.
- \$3700.00 per year for the seventh (7<sup>th</sup>) twelve (12) year period of the Term.
- \$4150.00 per year for the eighth (8<sup>th</sup>) twelve (12) year period of the Term.
- \$4500.00 per year until the termination of the Term.

Rent shall be due and payable, without the City's demand, on or before the seventh (7<sup>th</sup>) day of the month of the year of the Term Commencement Date, until the termination of the Term without proration for the number of days and/or months remaining in such calendar year during which the Agreement becomes effective. Should payment of Rent not be received by the City on or before the seventh (7<sup>th</sup>) day of the month, Lessee hereby agrees to pay the City a late charge of **\$75.00**, which amount shall be added to the amount of Rent(s) due. Furthermore, should payment of Rent and any late charge not be received by the City on or before the fifteenth (15<sup>th</sup>) day of the following month, this Lease shall automatically terminate and neither of the Parties shall have any further rights, duties, or obligations under this Agreement.

- Reservations from Lease. Pursuant to the Deed, the State reserved unto itself any non-tributary groundwater and the right to surface access for groundwater development. This Lease is also subject to the reservation of: (1) any and all oil, gas, coal and other minerals and mineral rights of any person underlying or appurtenant to the Property; (2) all water and water rights, ditches, and ditch rights appurtenant to or connected with the Property, including, but not limited to, any water or water rights which may have been previously used on or in connection with the Property, for whatever purposes; (3) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits or pipelines on, over, or across said parcel; and the following terms and conditions specified in Section 5 below, so long as such actions will not interfere with the Lessee's use and enjoyment of the Property for the purposes set forth herein.

- Use and Condition of the Property.

5.1 Lessee covenants and agrees that its use of the Property is strictly limited to the use of the surface of the Property and that it will not use the groundwater from the site for any purpose, construct wells or any means of exposing groundwater to the surface. Lessee also agrees to make application and follow City development requirements, including, but not limited to, prior written approval of construction plans, designs, and specification. Any habitable structures constructed on the Property shall employ a radon ventilation system or other radon mitigation measures, as required by the State of Colorado.

Any use of the Property shall not adversely impact groundwater quality nor interfere with groundwater remediation under State and federal law or regulations.

5.2 Lessee agrees that its use and occupancy of the Property shall be subject to all applicable laws, rules, regulations, codes, rulings, and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy, and operations thereon. Lessee agrees that it shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to the provisions of this Lease or the laws, ordinances, codes, or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean, and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to, driveways, fences, parking spaces, lights, or gates located or hereafter constructed by Lessee on the Property, and to not cause damage to the Property or the real or personal property of any party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee has inspected the Property, the rights, and privileges appurtenant thereto, and the laws, rules, regulations, codes, and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes, and ordinances are sufficient for the Lessee's purposes. The City makes no warranties, promises, or representations, express or implied, oral, or written, that the Property is sufficient for the purposes of the Lessee. If the Property is damaged due to fire, flood, or other casualty, or if the Property or any aspect thereof is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Lessee, the City shall have no obligation to repair the Property or to otherwise make the Property usable or occupiable, and damages shall be at Lessee's own risk.

5.5 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that it shall not commit waste nor permit waste, damage, or injury to the Property.

- Non-Liability of the City for Damage. The City shall not be liable for liability or damage claims for injury to persons or property, from any cause relating to the occupancy and use of the Property by Lessee or any person or interest claiming by or through the Lessee or any successor(s) thereto, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the Lease Term or any extension thereof, nor for any injury or damage to any property of the Lessee or any other party, from any cause whatsoever. Lessee and any successor(s) thereto agree to indemnify the City, its officers, employees, and agents, and hold the same harmless from all liability, loss, or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

Furthermore, the City shall not be liable to Lessee for any damages, or any loss of profits or loss of opportunities claimed by Lessee or any successor(s) thereto or for interruption of Lessee's or any successor's(s') business or operations resulting from the environmental condition of the Property, fire, the elements, or casualty, of any kind.

- Hazardous Substances.

7.1 The term "Hazardous Substances" as used in this Agreement, shall mean any substance which is; defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or

other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee or Lessee's agents, guests, invitees, contractors, licensees, or employees the following:

(a) Any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

(b) the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

- Environmental Clean-Up.

8.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees, and employees:

(a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances;

(b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities (the "Authorities") under Environmental Laws and other applicable laws,

(c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances requested by any Authority. If Lessee falls to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

(e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

8.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

- Default; Sublet; Termination; Assignment.

9.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

9.2 Except as otherwise provided for automatic and immediate termination, if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

9.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents, and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease, or occupation by any other party. Any unauthorized assignment, sublease, or permission to occupy by Lessee shall be void and shaft, at the option of the City, provide

reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

9.4 Lessee shall not engage or allow any contractor, material man or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

- Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

- Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, by email, or by hand or courier service as follows:

To the City:  
City of Grand Junction  
City Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

With Copies to:  
City of Grand Junction  
City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

To the Lessee:  
1315 Mountain View Drive  
81611

With Copies to:  
Coleman & Quigley, LLC Aspen, CO  
c/o Stuart R. Foster  
2454 Patterson Road, Suite 200  
Grand Junction, CO 81505  
[stuart@cqlawfirm.net](mailto:stuart@cqlawfirm.net)

All notices shall be deemed given: (1) if sent by mail, when deposited in the mail; (2) if delivered by hand or courier service, when delivered; or (3) if sent via email, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

- Not a Partnership.

13.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to use the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the Parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify, and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

13.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

- Enforcement; Partial Invalidity; Governing Law.

14.1 If the Parties are required to commence or prosecute any legal action to determine the rights, duties, and obligations hereunder or to otherwise enforce this Agreement, then the prevailing party shall be entitled to the payment of their reasonable attorneys' fees and court costs, including those incurred for any successful appeal.

14.2 In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

14.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

- Surrender; Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of **\$100.00** per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said **\$100.00** daily fee is an appropriate liquidated damages amount.

- Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties. The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

- Execution in Counterparts. This Agreement may be executed in one or more counterparts including scanned and emailed counterparts each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

- Headings Not Part of Agreement. The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, affect the interpretation of, or otherwise affect in any way the provisions of this Agreement.

- Interpretation of the Agreement. This Agreement was drafted jointly by the Parties and shall not construed against any party hereto.

- Further Assurances. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused for the execution and made this Lease effective as of the date first set forth above.

**THE CITY OF GRAND JUNCTION,  
a Colorado Home Rule Municipality:**

**Attest:**

By: \_\_\_\_\_  
Greg Caton, City Manager

By: \_\_\_\_\_  
Amy Phillips, City Clerk

**LESSEE:  
Kimball Acquisition, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

**EXHIBIT A**

**EXHIBIT B**

**EXHIBIT C**

DRAFT



1 CITY OF GRAND JUNCTION, COLORADO

2  
3 ORDINANCE NO. \_\_\_\_  
4

5 **PURSUANT TO VOTER APPROVAL AN ORDINANCE LEASING APPROXIMATELY**  
6 **1.4 ACRES OF CITY PROPERTY TO KIMBALL ACQUISITION, LLC LOCATED**  
7 **ADJACENT TO 919 AND 1101 KIMBALL AVENUE GRAND JUNCTION, COLORADO**  
8

9 RECITALS:

10 In 1994 the City acquired property (now known as Las Colonias Park (“Park Property”)),  
11 which was formerly a uranium mill tail processing site, from the State of Colorado,  
12 Department of Public Health and Environment by quit claim deed. Following  
13 remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885 the  
14 Park Property has been redeveloping in accordance with State and Federal approval in  
15 accordance with 42 U.S.C. § 7914(e)(1)(B), which generally provides that the Park  
16 Property is to be used for park, recreational or other public purposes. The “public  
17 purposes” to which the property may be set has been relatively broad so long as the  
18 City has determined that the use(s) advances community interests. The City is  
19 developing the Park Property south of the Riverside Parkway principally for park  
20 purposes and some commercial use; however, development of the property on the  
21 north side is being accomplished by aggregating a portion of the Park Property with  
22 private property for the construction of needed housing.

23 The Lessee desires and has proposed to lease a portion of the Park Property, as the  
24 same is specifically described herein (“Kimball Lease Property”) from the City and use  
25 the surface of the City property for parking and other purposes associated with its  
26 housing development/redevelopment on the Lessee’s parcel commonly known and  
27 referred to as the Sugar Beet building at 1101 Kimball Avenue.

28 In November 2019 City voters approved an amendment to the City Charter which  
29 allowed the City to lease certain property, including certain of the Park Property  
30 including certain parcels owned by the City in the vicinity of Las Colonias Park north of  
31 the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed  
32 the City Council’s right to lease the property for a term of not to exceed 99-years.

33 Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance  
34 \_\_\_\_ been approved for a City Corridor Infill Incentive (CII). With the CII the Developer  
35 will construct 164 housing units on the property located at 1101 Kimball Avenue, 919  
36 Kimball Avenue and the parcel identified with Mesa County tax #2945-231-39-001. The  
37 City property, the Kimball Lease Property, and the Council approval and authorization of  
38 the lease thereof, on the terms established therein (Lease), adjoins the redevelopment  
39 parcel on the east and west. The City parcels are necessary for surface parking for the

40 successful development/redevelopment and the provision of housing units for the  
41 community.

42 The City Council, by and with approval of this Ordinance does confirm and ratify the  
43 actions heretofore taken and more particularly described in the Lease, and specifically  
44 finds, determines, and affirms that the Lease is for and advances public purposes and  
45 advances community interests, all of which are in furtherance of the CII, the  
46 development/redevelopment of the Kimball Lease Property and community well-being.

47 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,  
48 COLORADO:

49 Incorporating the foregoing Recitals, the City Council does confirm and ratify the actions  
50 heretofore taken and more particularly described in the lease agreement by and  
51 between Kimball Acquisition, LLC, and the City of Grand Junction (Lease), a copy of  
52 which is attached and incorporated by this reference as if fully set forth, leasing the  
53 property therein described.

54 AND FURTHERMORE, BE IT ORDAINED, that this Ordinance, together with the Lease  
55 and Ordinance \_\_\_ approving the Corridor Infill Incentive are deemed by the City  
56 Council to discharge the City Charter, as amended, and the laws and ordinances of the  
57 City of Grand Junction, Colorado and overall support and advance the public health,  
58 safety, and welfare.

59 Introduced on first reading this 16<sup>th</sup> day of August 2023 and ordered published in  
60 pamphlet form.

61 Adopted on second reading the \_\_\_<sup>th</sup> day of September 2023 and ordered published in  
62 pamphlet form.

63

64

65 \_\_\_\_\_  
66 Anna M. Stout  
67 President of the City Council

68

69

70 ATTEST:

71

72

73 \_\_\_\_\_  
74 Amy Phillips  
75 City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #6.a.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Jerod Timothy, Deputy General Services Director

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**Information**

**SUBJECT:**

Riverfront Trail Asphalt to Concrete - Concrete only

**RECOMMENDATION:**

I move to (authorize or deny) the City Purchasing Division to issue a Purchase Order to Whitewater Building Materials for the purchase of concrete in the amount of \$267,137.50.

**EXECUTIVE SUMMARY:**

This staff report outlines the proposal to enter into a contract with Whitewater Building Materials for the purchase of concrete material for the Colorado Riverfront Trail construction project. The project entails the construction of a 10' wide concrete trail, spanning 1.77 miles along the Colorado River. The existing asphalt trail poses numerous hazards and requires replacement. The proposal from Whitewater Building Materials, at a total cost of \$267,137.50 for 1750 cubic yards of concrete, aligns with our project requirements and budget constraints.

**BACKGROUND OR DETAILED INFORMATION:**

The Colorado River Trail construction project is a critical initiative aimed at enhancing the recreational opportunities for our residents and visitors. The existing asphalt trail identified for replacement, which spans 1.77 miles along the Colorado River, has deteriorated significantly, posing numerous hazards to users. To address these issues and improve safety, the city has planned the construction of a 10' wide concrete trail to replace the failing asphalt surface. The section to be replaced is from Leach Creek bridge south of Junior Service League Park westerly along Redlands Parkway to the Broadway roundabout.

The purchase of concrete material is essential to the successful execution of this

project. In accordance with the city's procurement policies, a competitive bidding process was initiated to select a supplier for the required concrete material.

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

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Whitewater Building Materials	Grand Junction, CO	\$267,137.50

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

**FISCAL IMPACT:**

All expenses are currently budgeted within the City's 2023 Adopted Budget in the Sales Tax Capital Improvement Fund.

**SUGGESTED MOTION:**

I move to (authorize or deny) the City Purchasing Division to issue a Purchase Order to Whitewater Building Materials for the purchase of concrete in the amount of \$267,137.50.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #7.a.**

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**Meeting Date:** September 6, 2023  
**Presented By:** Ashley Chambers, Housing Manager  
**Department:** Community Development  
**Submitted By:** Ashley Chambers, Housing Manager

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**Information**

**SUBJECT:**

A Resolution Authorizing the Carry-forward of the City's 2023 Private Activity Bond "PAB" Allocation

**RECOMMENDATION:**

Staff recommends adopting Resolution No. xx-23, authorizing the carryforward of the City's 2023 Private Activity Bond Allocation.

**EXECUTIVE SUMMARY:**

The purpose of this item is to adopt a Resolution to carry forward the City's private activity bond allocation to assist in financing affordable housing development.

**BACKGROUND OR DETAILED INFORMATION:**

Each year the state of Colorado allocates the authority to issue tax-exempt Private Activity Bonds (PAB) directly to local governments whose population warrants an allocation of \$1 million or more. Private Activity Bonds (PAB) are a tax-exempt security issued by or on behalf of a local or state government. PABs are issued by local governments for the sole purpose of extending special financing benefits for qualified projects. PABs help to finance specific projects for a private user and are utilized to attract private investments in projects that have public or common good. Because the interest rate on PABs is tax-free, the interest rates the bonds hold is typically lower than the market interest rate.

PABs have a specific expiration and generally must be issued to a qualified project the same year the volume cap is received. If the cap is not allocated, the issuer can elect to carry forward can be requested, assign their PAB to another eligible issuer, assign to CHFA, or do nothing and let their cap revert to DOLA's statewide balance.

In years past, if the City’s PAB allocation was not utilized for local funding of affordable housing development or other projects, it went to other entities like CHFA, or reverted to the statewide balance. For 2023, Grand Junction's allocation is \$4,031,651 and in order to continue to benefit the residents of the City, Staff has brought forward a Resolution to carry-forward the PAB allocation to be rolled over for up to the next three years until a sufficient quantity of bond cap is accumulated for a qualified project.

This aligned with [Housing Strategy 7, “creating a dedicated funding source to address housing challenges”](#) and well as, [Strategy 9, “support acquisition/rehabilitation that creates or preserves affordable housing.”](#)

**FISCAL IMPACT:**

Private Activity Bonds are an authorization by the State of Colorado that allows the City to issue tax-exempt bonds on behalf of a qualified project; therefore, this carry-forward does not have a direct fiscal impact.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 80-23, a resolution authorizing the carry-forward of the 2023 Private Activity Bond Allocation of Grand Junction, Colorado pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

**Attachments**

- 1. RES-PAB Carry forward 20230828

RESOLUTION \_\_\_-2023

A RESOLUTION DECLARING THE INTENT OF THE CITY OF GRAND JUNCTION, COLORADO TO ISSUE PRIVATE ACTIVITY BONDS IN CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR LOW- AND MODERATE-INCOME FAMILIES AND PERSONS

RECITALS:

The Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 *et seq.*, as amended ("Act") establishes an allocation formula for tax exempt private activity bond issuance. The City of Grand Junction, Colorado ("City") as a home rule municipality is authorized and empowered under the laws of the State of Colorado ("State") to issue revenue bonds for the purpose of financing qualified residential project(s) (which includes any land, building or other improvement and real and personal properties) to the end that residential facilities for low and moderate income families or persons intended for use as a place of residence by the owners or intended occupants may be provided in order to promote the public health, welfare, safety, convenience and prosperity.

The Internal Revenue Code of 1986, as amended ("Code") restricts the amount of tax-exempt bonds ("Private Activity Bonds" or "PABs") which may be issued in the State to provide such mortgage loans and for certain other purposes and pursuant to the Code, the State adopted the Act providing for the allocation of the ceiling among the Colorado Housing and Finance Authority ("Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority.

Pursuant to an allocation under C.R.S 24-32-1706 of the Act, the City has a direct allocation of the 2023 Ceiling for the issuance of a specified principal amount of Private Activity Bonds ("2023 Allocation.") The City has determined that, in order to increase the availability of adequate affordable housing for low and moderate income persons and families it is necessary or desirable to provide for the utilization of all or a portion of the 2023 Allocation for the use and benefit of the residents of the City, the City hereby declares its intent to issue Private Activity Bonds in one or more series ("PABs") in an aggregate principal amount of the City's 2023 Allocation \$4,031,651 which shall be used in connection with financing a multifamily residential rental project for low- and moderate-income families ("Project"), which shall be located within the City.

The City is authorized to issue revenue bonds for the purpose of defraying the cost of financing and refinancing any project, including the payment of principal and interest on such revenue bonds, the funding of any reserve funds which the City Council may deem advisable to establish in connection with the retirement of such revenue bonds or the maintenance of the Project and all incidental expenses incurred in issuing such revenue bonds, and to secure payment of such revenue bonds as provided in the Act.

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

1. In order to benefit the residents of the City, the City hereby declares its intent to issue Private Activity Bonds ("PABs" or "Bonds") in one or more series in an aggregate principal amount not to exceed \$4,031,651 which shall be used in connection with financing a multifamily residential rental project for low- and moderate-income families, which shall be located within the City.

2. The City Council hereby finds, determines, recites and declares that the PABs shall not constitute any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, the State of Colorado ("State") or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the City in such person's individual capacity, and no such person(s) shall be subject to any personal liability by reason of the issuance of the Bonds or the provisions of this Resolution.

3. The City Council hereby finds, determines, recites, and declares that the issuance of the PABs, in connection with financing such multifamily residential rental project will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and moderate-income in obtaining decent, safe, and sanitary housing.

4. The PABs shall never constitute the debt or indebtedness of the City, nor any multi-fiscal year direct or indirect debt or other financial obligation of the City whatsoever, within the meaning of any provision or limitation of the Constitution or statutes of the State of Colorado and shall not constitute nor give rise to a pecuniary liability or financial obligation of the City.

4. For purposes of the Act the PABs shall be issued pursuant to formal approval of the City, hereafter to be adopted.

5. The City Council hereby finds, determines, recites and declares the City's intent that this Resolution constitute an official indication of the present intention of the City to issue the PABs as herein provided, subject to: (a) the delivery of an opinion of bond counsel that the issuing authority is authorized under the laws and the Constitution of the State and the Code to issue such PABs; (b) the execution and delivery as applicable of any and all agreements and documents relating to payment or reimbursement of costs and expenses, all to the satisfaction of the City; and (c) final formal approval by the City Council in the form required by the City Council pursuant to law.

6. Any unused volume cap of the City, plus any additional amount(s) assigned and transferred, made available to or delegated to the City by a city, county and/or state-wide issuers, plus any amounts allocated or reallocated to the City from the Statewide Balance may be allocated by the City to the Project for a carryforward purpose within the meaning of §24-32-1706(3)(c) of the Act, as amended.

7. The President of the City Council and the City Manager or his designee(s) are each independently authorized and directed to file with the Department of Local Affairs under and pursuant to §§24-32-1709 and 24-32-1706(3)(c) an application for Statewide Balance allocation for the Project and written notification of the carryforward election under the Code.

8. The adoption and approval of this Resolution does not create or constitute an obligation to issue Bonds. Nothing contained herein shall be construed as requiring the City to issue the PABs and the decision to issue the PABs shall be in the complete discretion of the City.

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council or any officer or employee of the City in furtherance of the issuance of the PABs are hereby ratified, approved and confirmed.



10. All prior acts, orders or resolutions, or parts thereof, of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

11. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

12. This Resolution shall take effect immediately upon its introduction and passage.

ADOPTED and APPROVED this \_\_\_\_ day of September 2023.

\_\_\_\_\_  
Anna M Stout  
President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk

DRAFT

Attachment \_\_\_\_

CERTIFICATE REQUIRED BY C.R.S 24-32-1709(2)(C) CONCERNING \$4,031,651 CITY OF GRAND JUNCTION,  
COLORADO HOUSING REVENUE PRIVATE ACTIVITY BONDS

As an official of the City of Grand Junction, Colorado, responsible for the supervision of the issuance of the above-captioned bonds ("Bonds"), I DO HEREBY CERTIFY that the City of Grand Junction will proceed with due diligence to insure the issuance of the Bonds within the carryforward period provided by section 146(f) of the Internal Revenue Code of 1986 as amended, with such period commencing September 6, 2023, and ending December 31, 2028.

IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of September 2023.

---

Anna M. Stout  
President of the City Council



**Grand Junction City Council**

**Workshop Session**

**Item #7.b.**

**Meeting Date:** September 6, 2023

**Presented By:** Greg Caton, City Manager, Trenton Prall, Public Works Director

**Department:** City Manager's Office

**Submitted By:** John Shaver, City Attorney  
Trent Prall, Public Works Director

**Information**

**SUBJECT:**

A Resolution for the Issuance of Transportation Bonds for the I-70 Interchange at 29 Road to be set for the November 7, 2023 Election

**EXECUTIVE SUMMARY:**

This Resolution sets the title of the ballot language and authorizes a referred measure to be placed on the the November 7. 2023 election for the issuance of bonds to finance transportation improvements for the I-70 Interchange at 29 Road and the associated reconstruction of 29 Road from the interchange to Patterson Road.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

An interchange at 29 Road has been identified since the 1990s in many local and regional plans as a way to enhance local and regional connectivity, as part of a larger plan to provide connections in and around Grand Junction. The proposed interchange improvements, in coordination with other regional improvements, have been envisioned to complete the transportation loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity. Some of the efforts to evaluate and further develop an interchange at 29 Road have included the following.

- 1999 Identified the need for an I-70 interchange in northeast Grand Junction
- 2018 Studied the benefits and potential environmental impacts of a 29 Road interchange (PEL Study attached for reference)  
Positioned the City and County for future state and federal funding opportunities
- 2022 Developed vision and goals for future design concepts with local governments  
Built consensus and documented key issues and opportunities with business, school, economic development, airport, and planning organizations

2023 Analyzing and presenting potential interchange configurations for community input

Continuation of these efforts is in process to complete the additional analysis necessary, develop a preliminary and final design, and secure funding for construction. The construction of the I-70 Interchange at 29 Road, and the associated road improvements along 29 Road between I-70 and Patterson Road were most recently estimated at \$80 million. The City of Grand Junction and Mesa County have a long history of working together to find solutions to fund a project of this magnitude, which may include the issuance of debt.

### **PURPOSE OF PROJECT**

The purpose of the project is to enhance the eastern Grand Valley transportation network between the I -70 Business Loop East Interchange and Horizon Drive Interchange to:

1. Improve local and regional connectivity
2. Provide enhanced access to planned land use surrounding I-70 in Grand Junction, Colorado

### **PROJECT NEED**

The proposed project will provide improved local and regional connectivity by:

- Addressing limited regional transportation network connectivity with access to/from I-70 between I-70 Business and Horizon Drive interchanges, and;
- Extending the functional longevity of the existing transportation system connecting to I-70.

It will also improve access to I-70 by:

- Providing transportation infrastructure needed to accommodate planned land use surrounding I-70, and specifically, the future Matchett Park and the associated Community Recreation Center, and;
- Providing transportation infrastructure needed to accommodate projected and regional traffic demands.

### **FISCAL IMPACT:**

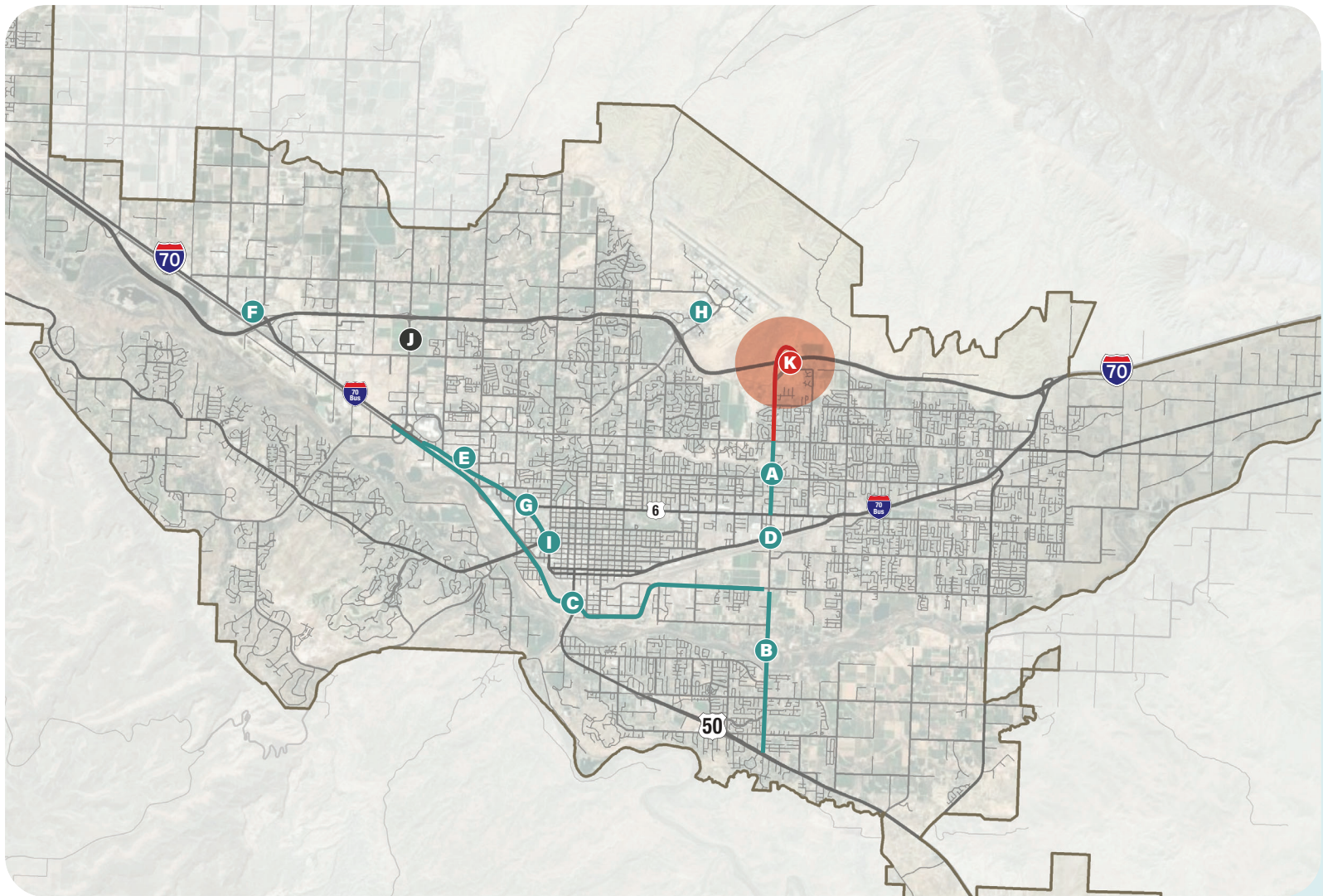
### **SUGGESTED ACTION:**

I move to (adopt/deny) Resolution No. 81-23, a resolution setting a title and submitting to the electorate on November 7, 2023, a measure concerning the issuance of bonds to finance certain transportation improvements and to collect, retain and suspend revenues as defined by Article X, Section 20 of the Colorado Constitution for payment of transportation debt and maintenance of transportation infrastructure and providing other details relating thereto

### **Attachments**

1. Project Information Graphic
2. RES-29 Road 20230809





## COMPLETED REGIONAL IMPROVEMENTS

- A 2001** Extended of 29 Road from North Avenue to Patterson Road
- B 2006** Constructed 29 Road bridge over the Colorado river and widened the corridor
- C 2008** Completed Riverside Parkway from Redlands Parkway to 29 Road
- D 2011** Constructed 29 Road bridge over the I-70 Business Loop
- E 2011-2013** Phased completion of I-70 Business Loop from 24 Road to Rimrock Avenue
- F 2014** Upgraded interchange at I-70 and 22 Road to a diverging diamond
- G 2017** Constructed intersection improvements at I-70 Business Loop and North Avenue/US 6
- H 2017** Improved I-70 and Horizon Drive interchange to include roundabouts
- I 2022** Constructed intersection improvements at I-70 Business Loop and 1st Street and Grand Avenue

## UNDER CONSTRUCTION

- O 2024** Construct additional lanes on 24 Road south of I-70 to increase capacity



## COMING SOON!

Construct I-70 and 29 Road interchange and 29 Road improvements north of Patterson Road

### A Little History on the I-70 & 29 Road Interchange

Since the 1990s, Mesa County and the City of Grand Junction worked to identify improvements for the 29 Road Corridor and the addition of a new interchange at I-70. These improvements, in coordination with other regional improvements, will complete the loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity.

- 1999** – Identified the need for an I-70 interchange in northeast Grand Junction.
- 2018** – Studied benefits and potential environmental impacts of a 29 Road interchange. Positioned the City and County for future state and federal funding opportunities.
- 2022** – Developed vision and goals for future design concepts with local governments.
  - Built consensus and documented key issues and opportunities with business, school, economic development, airport, and planning organizations.
- 2023** – Analyzing and presenting potential interchange configurations for community input
- 2024 & Beyond** – Complete additional analysis, develop preliminary and final design, and secure funding. Once funding is in place, the interchange and 29 Road improvements will move toward construction.

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**RESOLUTION \_\_\_\_-23**

**A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON NOVEMBER 7, 2023, A MEASURE CONCERNING THE ISSUANCE OF BONDS TO FINANCE CERTAIN TRANSPORTATION IMPROVEMENTS AND TO COLLECT, RETAIN AND SPEND REVENUES AS DEFINED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION FOR PAYMENT OF TRANSPORTATION DEBT AND MAINTENANCE OF TRANSPORTATION INFRASTRUCTURE AND PROVIDING OTHER DETAILS RELATING THERETO**

**RECITALS:**

The City of Grand Junction, Colorado is a home rule municipal corporation duly organized and existing under the laws and Constitution of the State of Colorado and the City Charter. The City Council is duly authorized by the Charter and the Constitution to act for and on behalf of the City and the Council does hereby find and determine that it is in the public interest to finance the construction of road, sidewalk, and pedestrian improvements at, near and along 29 Road. Those improvements would include the construction of an interchange at 29 Road and Interstate 70 (I-70) and reconstruction of 29 Road south of the new interchange for approximately 1 mile.

The City has experienced significant growth, which when coupled with aging transportation infrastructure and the heretofore incomplete “beltway” project, which was planned to be comprised of the 24 Road and I-70 interchange, the Riverside Parkway and an interchange at 29 and I-70, as well as the need for more effective, and efficient walking, biking, and driving routes on 29 Road, the City Council has determined that it will refer this measure to the voters to ask for authorization for debt to complete the “beltway” and related 29 Road improvements (29 Road Improvement Project). The City and Mesa County have invested millions of dollars in the 29 Road railroad and Colorado River bridges and the continuation of the improvements to 29 Road north of Patterson Road will serve to utilize the prior investments more fully.

The estimated cost of the 29 Road and I-70 interchange, and 29 Road improvements from I-70 to Patterson Road is significant, and without a commitment now the cost of the 29 Road Improvement Project will only increase.



34 The 29 Road Improvement Project, including but not limited to the 29 Road and  
35 I-70 interchange with this ballot question will be funded without increasing taxes;  
36 however, it is necessary to issue bonds and to use funds above limits established  
37 by Article X, Section 20 of the Colorado Constitution ("TABOR") for purposes of  
38 the Project and to help fund the repayment of the debt.

39

40 The City Council is seeking voter approval of the plan to construct the 29 Road  
41 and I-70 interchange together with improvements to 29 Road as provided in this  
42 resolution, and the various studies that inform the Council's decision to refer a  
43 question to the voters.

44 **NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Grand  
45 Junction that:

46 1. All actions heretofore taken not inconsistent with the provisions of this  
47 resolution by the City and the officers thereof, directed toward the election and  
48 the objects and purposes herein stated are hereby ratified, approved and  
49 confirmed.

50 2. Pursuant to the Charter and all other applicable laws of the State of  
51 Colorado, the Council hereby determines that an election shall be held on  
52 November 7, 2023, at which there shall be submitted to the registered electors  
53 of the City the question set forth herein.

54 3. The Council hereby authorizes and directs the City Clerk to submit the  
55 following ballot title to the registered electors on Tuesday, November 7, 2023.

56 **City of Grand Junction Referred Measure** \_\_\_

57 **WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING**  
58 **ANY NEW TAXES SHALL THE CITY BE AUTHORIZED TO INCUR ADDITIONAL DEBT FOR**  
59 **TRANSPORTATION PROJECTS COLLECTIVELY KNOWN AND REFERRED TO AS THE I-70**  
60 **AND 29 ROAD INTERCHANGE AND 29 ROAD IMPROVEMENT PROJECT ("29 ROAD**  
61 **IMPROVEMENT PROJECT") AND TO KEEP AND SPEND FUNDS IN EXCESS OF**  
62 **AMOUNTS WHICH THE CITY IS PERMITTED TO KEEP AND SPEND UNDER TABOR IN**  
63 **ORDER TO PAY DEBT SERVICE AND FINANCING AND CONSTRUCTION COSTS OF**  
64 **THE 29 ROAD IMPROVEMENT PROJECT. WITHOUT ANY INCREASE OF ANY EXISTING**  
65 **TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL CITY OF GRAND**  
66 **JUNCTION, COLORADO (CITY) DEBT BE INCREASED UP TO \$80,000,000.00 WITH A**  
67 **REPAYMENT COST OF UP TO \$160,000,000.00 TO PROVIDE FINANCING FOR THE**



68 **PURPOSE OF PAYING FOR CERTAIN TRANSPORTATION IMPROVEMENTS WHICH**  
69 **INCLUDE**

- 70 • **29 ROAD AND I-70 INTERCHANGE**
- 71
- 72 • **29 ROAD WIDENING, INCLUDING BUT NOT LIMITED TO ACQUISITION OF**  
73 **NECESSARY RIGHT OF WAY, CONSTRUCTION OF SIDEWALKS, BIKE LANES**  
74 **AND PEDESTRIAN FACILITIES FROM THE INTERCHANGE TO PATTERSON ROAD**
- 75

76 **SHALL SUCH DEBT BE PAYABLE FROM SUCH CITY REVENUES AS THE CITY COUNCIL**  
77 **MAY DETERMINE AND BE ISSUED WITH SUCH TERMS AS THE CITY COUNCIL**  
78 **DETERMINES TO BE NECESSARY AND IN THE BEST INTERESTS OF THE CITY; AND,**  
79 **SHALL THE CITY BE AUTHORIZED TO CONTINUE TO COLLECT, RETAIN AND SPEND ALL**  
80 **REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO COLLECT,**  
81 **RETAIN, AND SPEND UNDER ARTICLE X, SECTION 20 OF THE COLORADO**  
82 **CONSTITUTION (TABOR) FOR THE PURPOSE OF PAYING CITY DEBT ISSUED FOR THE**  
83 **29 ROAD IMPROVEMENT PROJECT AND TO MAINTAIN NEW AND EXISTING**  
84 **TRANSPORTATION INFRASTRUCTURE CONSTRUCTED WITH THIS AUTHORIZATION.**

85 \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

86 4. If a majority of the votes cast on the question to authorize the bonds and  
87 project financing submitted at the election shall be in favor as provided in such  
88 question, then the City acting through the Council shall be authorized to  
89 proceed with the necessary action to issue the bonds and finance the project(s)  
90 in accordance with the question. Any authority to issue bonds and finance the  
91 project(s), if conferred by the results of the election, shall be deemed, and  
92 considered a continuing authority and the partial exercise of the authority so  
93 conferred shall not be considered as exhausting or limiting the full authority so  
94 conferred. If a majority of the votes cast on the question to incur debt submitted  
95 at the election is in favor of incurring debt as provided in such question, the City  
96 intends to issue such debt in the approximate aggregate principal amount of  
97 \$80,000,000.00 to pay the costs of the projects described in the debt question,  
98 including the reimbursement of certain costs incurred by the City prior to the  
99 execution and delivery of such debt, upon terms acceptable to the City, as  
100 authorized in an ordinance to be hereafter adopted and to take all further  
101 action which is necessary or desirable in connection therewith. The officers,  
102 employees, and agents of the City shall take all action necessary or reasonably  
103 required to carry out, give effect to, and consummate the transactions

104 contemplated hereby and shall take all action necessary or desirable to finance  
105 the project and to otherwise carry out the transactions contemplated by this  
106 resolution. This resolution is intended to be a declaration of "official intent" to  
107 reimburse expenditures within the meaning of Treasury Regulation § 1.150-2. The  
108 City shall not use reimbursed moneys for purposes prohibited by Treasury  
109 Regulation § 1.150-2(h).

110 5. Pursuant to Article XX of the State Constitution and the Charter, all State  
111 statutes that might otherwise apply in connection with the provisions of this  
112 ordinance (including, without limitation, § 31-11-111, C.R.S.) are hereby  
113 superseded to the extent of any inconsistencies or conflicts between the  
114 provisions of this ordinance and such statutes. Any such inconsistency or conflict  
115 is intended by the City Council and shall be deemed made pursuant to the  
116 authority of Article XX of the State Constitution and the Charter.

117 6. Pursuant to § 1-11-203.5, C.R.S., any election contest arising out of a ballot  
118 issue or ballot question election concerning the order of the ballot or the form or  
119 content of the ballot title shall be commenced by petition filed with the proper  
120 court within five days after the title of the ballot issue or ballot question is set,  
121 and for contests concerning the order of a ballot, within five days after the  
122 ballot order is set by the county clerk and recorder and not thereafter.

123 7. The officers of the City are hereby authorized and directed to take all action  
124 necessary or appropriate to effectuate the provisions of this resolution.

125 8. If any section, paragraph, clause, or provision of this resolution shall for any  
126 reason be held to be invalid or unenforceable, the invalidity or unenforceability  
127 of such section, paragraph, clause or provision shall in no manner affect any  
128 remaining provisions of this resolution, the intent being that the same are  
129 severable.

130

131 INTRODUCED, READ, AND APPROVED this 16<sup>th</sup> day of August 2023.

132 \_\_\_\_\_  
133 Anna M. Stout  
134 President of the City Council

135

136

137 ATTEST:

138 \_\_\_\_\_

139 Amy Phillips

140 City Clerk

141

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #7.c.**

---

**Meeting Date:** September 6, 2023  
**Presented By:** Jennifer Nitzky, Sustainability Coordinator  
**Department:** Community Development  
**Submitted By:** Jennifer Nitzky, Sustainability Coordinator

---

**Information**

**SUBJECT:**

A Resolution Adopting the EV Readiness Plan

**RECOMMENDATION:**

Approve the resolution adopting the EV Readiness Plan.

**EXECUTIVE SUMMARY:**

In the Resource Stewardship principle of the 2020 Comprehensive Plan, proposed action items to improve public and environmental health include improving Electric Vehicle (EV) charging infrastructure, implementing policies to reduce air pollution, and educating the public about community-wide actions that can be taken to limit environmental impacts. Additionally, in the previous council's strategic plan implementation matrix, one of the actions under the Quality of Life priority stated: "Create an EV Readiness Plan." In response, staff saw the need to work with utility providers in the area to create a comprehensive community-wide EV Readiness Plan. In January 2023, the City began working with Xcel Energy's Partners in Energy to create and implement this EV Readiness Plan over the coming years. City staff and consultants from Partners in Energy will present the final Electric Vehicle (EV) Readiness Plan.

**BACKGROUND OR DETAILED INFORMATION:**

Located at the crossroads of two major regional travel corridors, Grand Junction is uniquely situated to benefit from the ongoing transition to electric vehicles (EVs). Nearly 10 percent of newly-registered vehicles in Colorado in 2022 were EVs, making the state a top-five national leader in EV adoption, and almost a million Colorado-registered EVs are expected to be on the road by 2030. By implementing infrastructure and policies that attract EV-driving travelers and local and regional commuters, the City sees an opportunity to become a vital regional charging hub. For this reason, and due to the outcomes of the 2020 Comprehensive Plan Principle 8: Resource Stewardship, the City

has prepared an EV Readiness Plan that will ensure the City seizes this opportunity for the benefit of the entire community.

Over the past nine months, the City has been working with consultants from Partners in Energy, a free Xcel Energy consulting service, to create a plan that is inclusive, robust, and pragmatic for Grand Junction's unique community. Focus areas of the plan include incentivizing public adoption, increasing public infrastructure, and transitioning institutional fleets. With the guidance of City staff and consultants, a council-approved steering committee referred to as the EV Action Team helped develop the goals, vision, and short and long-term strategies of the plan. In addition to the steering committee, community input was gathered through numerous avenues to provide the plan with more direction. These include an EV and e-bike event hosted by Western Colorado Alliance, an EV Ride and Drive event co-hosted by the City and Clean Energy Economy for the Region (CLEER), staff-led targeted focus groups, an EV Plan Open House, and engagement activities hosted on the City's EngageGJ.org platform.

Staff and consultants will present the final plan to council for their consideration. The final plan includes the incorporation of feedback from the July 17 City Council Workshop, as well as feedback from the public comment period which spanned from July 21 to August 16.

**FISCAL IMPACT:**

This action has no direct fiscal impact. Costs associated with the implementation of an adopted plan will be budgeted during the annual budget cycle.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 82-23. a resolution adopting the EV Readiness Plan.

**Attachments**

- 1. DRAFT Partners in Energy Grand Junction EV Readiness Plan\_Accessible
- 2. RES-REVPlanAdoption 20230906 (1)



# An Electric Vehicle Readiness Plan for Grand Junction

DRAFT - August 2023





# ACKNOWLEDGMENTS

Thank you to the following individuals who contributed many hours of service to developing this Electric Vehicle (EV) Readiness Plan.

The content of this plan is derived from a series of planning workshops hosted by Xcel Energy’s Partners in Energy. Xcel Energy is the main electric utility serving Grand Junction. Partners in Energy is a two-year collaboration to develop and implement a community’s energy goals.

## EV Action Team

Andrew Gingerich	Grand Valley Transit/Regional Transportation Planning Office
Brigitte Sundermann	Western Colorado Community College
Darin Graber	City of Grand Junction Sustainability Fellow
David Miller	Alpine Bank
David Thornton	City of Grand Junction Planner
Deb Kennard	Colorado Mesa University
Destry Smith	Grand Valley Power
Di Herald	Community Member/Electric Vehicle Driver
Emilee Powell	Housing Resources of Western Colorado/ Housing Authority
Eric Anderson	School District 51 (former)
Eric Mocko	City of Grand Junction Transportation Engineer
Greg Moberg	Mesa County Community Development
Hannah Ellis	City of Grand Junction Communications Project Coordinator
Jay Valentine	City of Grand Junction General Services Director
Jenny Nitzky	City of Grand Junction Sustainability Coordinator
Johnny McFarland	City of Grand Junction Assistant to the City Manager
Jonathan Purdy	Horizon Drive Business Improvement District
Kevin Sperle	Housing Resources of Western Colorado/ Housing Authority
Kim Petek	City of Grand Junction Parking Administrator
Kyle Coltrinari	City of Grand Junction General Services Manager
Kyra Seppie	Downtown Grand Junction
Lou Villaire	Alasta Solar/SunRabbit

Mark Rogers	Colorado Department of Transportation
Rachel Peterson	Regional Transportation Planning Office
Rita Sanders	Grand Valley Power
Sandra Weckerly	Planning Commission/ Business Owner
Shana Wade	Mesa County Libraries
Tim Barker	City of Grand Junction Fleet Services
Tom Hess	Citizens Climate Lobby
Trent Prall	City of Grand Junction Public Works Director
Tyler McDermott	Western Colorado Alliance

### **Xcel Energy Partners in Energy Team**

Andrea McCarthy	Xcel Energy Partners in Energy Facilitator
Brad McCloud	Xcel Energy Area Manager
Gene Palumbo	Xcel Energy Account Manager
Imogen Ainsworth	Xcel Energy Partners in Energy Facilitator
Jason Randall	Xcel Energy Senior Strategic Energy Solutions Manager, Clean Transportation
Makaela Turner	Xcel Energy Marketing Coordinator
Tami Gunderzik	Xcel Energy Partners in Energy Program Manager
Van Wallace	Xcel Energy Partners in Energy Facilitator
Zak Siegel	Xcel Energy Partners in Energy Facilitator

If you require assistance reading or interpreting any part of this plan document, please do not hesitate to contact the City of Grand Junction at [sustainability@gjcity.org](mailto:sustainability@gjcity.org).

---

This EV Readiness Plan was funded by and developed in collaboration with Xcel Energy’s Partners in Energy. Partners in Energy shall not be responsible for any content, analysis, or results if the City of Grand Junction has made modifications to the plan.

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# TABLE OF CONTENTS

Glossary of Key Terms .....	1
Executive Summary .....	2
Introduction .....	4
What is an EV Readiness Plan?.....	4
Why an EV Readiness Plan.....	6
Contribute to Comprehensive Plan priorities.....	6
Prepare for increased EV adoption and leverage funding opportunities .....	6
Support equitable access to EV charging .....	7
Lower fuel and maintenance costs .....	7
Provide charging for commuters and visitors to Grand Junction .....	8
Create local environmental benefits .....	8
Where We Are Now .....	11
Grand Junction’s geography.....	11
Current level of EV adoption.....	12
Existing EV charging network.....	13
Current municipal fleet electrification efforts .....	14
Alignment with other planning efforts and programs.....	14
Where We Are Going .....	17
Our Vision Statement.....	17
Future EV Adoption in Grand Junction.....	17
Future EV Charging Needs .....	19
Focus Areas and Strategies .....	20
How We Are Going To Get There.....	21
Community Adoption (CA) Focus Area .....	21
Public Charging (PC) Focus Area .....	30
Fleet Electrification (FE) Focus Area.....	40
How We Stay On Course.....	47
Tracking Progress.....	48
Adapting to a Changing Landscape .....	50
Appendix A: Community Engagement Summary .....	51
Appendix B: Electric Vehicles 101 .....	65
Appendix C: Funding Resource Details.....	69
Appendix D: Works Cited.....	74

# GLOSSARY OF KEY TERMS

**Battery Electric Vehicle (BEV):** An all-electric vehicle, fueled by plugging into an external charger, that has no tailpipe emissions. Requires low maintenance costs.

**E-Bike:** A bicycle with an integrated electric motor used to assist or replace pedaling.

**Electric vehicle (EV):** A vehicle that uses an electric engine for all or part of its propulsion (including both Battery Electric Vehicles and Plug-In Hybrid Vehicles).

**Electric vehicle supply equipment (EVSE):** Infrastructure required to support EVs such as chargers, electrical supplies, etc.

**Greenhouse Gases (GHG):** Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

**Heavy-Duty vehicles:** Commercial vehicles over a minimum Gross Vehicle Weight Rating (GVRW) of 8,500 lbs.

**Hybrid Electric Vehicle (HEV):** Vehicles containing both an electric motor and a gasoline engine. The gasoline engine powers a generator that charges the electric motor and no external battery charger is used.

**Internal combustion engine (ICE):** Traditional vehicle engine that uses the direct combustion of gasoline, diesel, or other fuels.

**Level 1 Charging Station:** Uses a standard 120-volt AC outlet and can take 8 to 12 hours to fully charge a depleted battery. Typically used in residential settings.

**Level 2 Charging Station:** Uses a 220-volt or 240-volt AC outlet and can fully charge a depleted battery in 4 to 6 hours. Can be used in both residential and commercial settings.

**Level 3/DC Fast Charging Station:** Stations that can charge a battery to 80% in 20 to 30 minutes using an industrial 480-volt Direct Current (DC) outlet. Frequently used in settings where the anticipated charge time is limited (e.g., supermarket, gas station).

**Light-Duty Vehicles:** Passenger cars with a maximum Gross Vehicle Weight Rating (GVRW) of 8,500 lbs.

**Low Speed Electric Vehicles:** Electric Vehicles (see above) with a top speed of 20-25 miles per hour that has three wheels in contact with the ground, does not use handlebars to steer, and displays a VIN pursuant to state law.

**Micromobility:** Any small, low-speed electric-powered transportation device, including electric-assist bicycles (e-bikes), electric scooters (e-scooters), and other small, lightweight, wheeled electric-powered conveyances.

**Plug-in Hybrid Electric Vehicle (PHEV/PEV):** Vehicle containing both an electric motor and a gasoline engine. An external plug is used to fuel the electric motor which is used until the battery is depleted, at which point the gasoline engine takes over.



# The City of Grand Junction Electric Vehicle Readiness Plan



## About This Plan

Located at the crossroads of two major regional travel corridors, Grand Junction is uniquely situated to benefit from the transition to electric vehicles (EVs). Over the course of eight months in 2023, the City of Grand Junction brought together key stakeholders and residents to develop this EV Readiness Plan as an actionable roadmap to prepare the community for EVs. The plan, which was developed through Xcel Energy’s Partners in Energy program, will help Grand Junction maximize the local benefits of increased EV adoption while supporting fair access and realistic opportunities across the community.

## Grand Junction’s EV Future

By 2030, the community could expect to see between **9,000 and 13,000 EVs** on the road according to state projections.

Increased EV adoption will be supported by and drive demand for EV charging infrastructure. By 2030, the community could need up to **270 Level 2 and 75 DC fast charging ports** to serve the increased number of EVs.

### Our Energy Action Vision

“The City of Grand Junction will prepare for and maximize the benefits of widespread EV adoption. Access to electrified transportation and charging infrastructure will be affordable and inclusive so that community members, businesses, and visitors have the freedom to choose electric mobility options.”

## Our Strategic Priorities

To achieve this vision, the Grand Junction EV Readiness Plan is divided into three strategic focus areas:



**Community Adoption**



**Public Charging**



**Fleet Electrification**





# Grand Junction's EV Readiness Roadmap

To achieve Grand Junction's electric mobility vision, the EV Readiness Plan identifies key strategies within each focus area for implementation in 2023-2025 and beyond

## Community Adoption (CA)

Supporting the equitable adoption of electric mobility throughout Grand Junction.

### Q3 2023 - Q1 2025 Strategies

- CA-1: Launch an Electric Mobility Education Campaign
- CA-2: Engage Dealerships and Auto Shops
- CA-3: Support Electric Micromobility Adoption

### Long Term Strategies

- EV Tourism Marketing, EV Connections for Commuters, EV Group Buy, Equitable EV CarShare

## Public Charging (PC)

Increasing community charging access and preparing to leverage existing and upcoming funding opportunities.

### Q3 2023 - Q1 2025 Strategies

- PC-1: Engage Potential Private Charging Site Hosts
- PC-2: Install Public Charging at Public Facilities
- PC-3: Implement EV Parking Enforcement and Pricing Best Practices
- PC-4: Clarify and Streamline Permitting Process for EV Charging

### Long Term Strategies

- Regional Coordination for EV Infrastructure, Innovative Charging Solutions, EV Charging Accessibility, Mobility Connections, Multifamily Charging Outreach and Resources.

## Fleet Electrification (FE)

Identifying and implementing opportunities that support the electrification of municipal and other local fleets.

### Q3 2023 - Q1 2025 Strategies

- FE-1: Evaluate Opportunities for Municipal Fleet Electrification
- FE-2: Provide Electric Mobility Training for City Leadership and Staff
- FE-3: Conduct EV Fleet Assessments

### Long Term Strategies

- Explore Options for Transit Electrification, EV First Vehicle Replacement Policy, Regional Coordination for Fleet Electrification, and Charging

## Grand Junction's EV Baseline

In June 2023, there were:



**621** EVs on the road  
in Grand Junction



**60** Level 2  
charging ports



**21** DC fast  
charging ports

# INTRODUCTION



Grand Junction has a long history of innovation and leadership. From establishing one of the nation’s first fleet biogas projects in 2011 to initiating a Community Sustainability and Resiliency Plan in 2023, the City of Grand Junction (“the City”) continues to address environmental challenges facing the community, to transition to clean energy, and to reinforce community resilience to change.

Located at the crossroads of two major regional travel corridors, Grand Junction is uniquely situated to benefit from the transition to electric vehicles (EVs). This Plan, developed through Xcel Energy’s Partners in Energy program, builds on the community’s progress to develop actionable strategies to prepare Grand Junction for increased EV adoption while supporting fair access and realistic EV opportunities across the community.

## **What is an EV Readiness Plan?**

This EV Readiness Plan is a roadmap to strategically guide Grand Junction’s action in a manner that supports equitable transportation electrification and ensures that Grand Junction is “Ready for EVs”.

Preparing for increased EV adoption will require close collaboration between Xcel Energy and the City. The development of this plan was led by a core Project Management Team formed of representatives from both organizations. The City team included staff from Public Works, Communications and Engagement, and Community Development Departments, along with the City Manager’s Office. The Xcel Energy team included the City’s Account Manager, the community’s Area Service Manager, clean transportation specialists, communications experts, and Partners in Energy community facilitators.

The goals and strategies outlined in this plan were developed collaboratively over a 9-month timeframe by the Project Management Team and an EV Action Team formed of

key local stakeholders. Over the course of three planning workshops conducted from February to June 2023, the team worked together to share information and identify opportunities specific to Grand Junction’s unique characteristics. Additionally, the plan reflects input from the wider Grand Junction community, received through a series of events and engagement opportunities throughout the plan process (See Appendix A: Community Engagement Summary for details).

In developing this plan, Grand Junction joins more than 35 other Colorado communities that have developed EV and Energy Action Plans through Xcel Energy’s Partners in Energy, an offering that provides resources for community energy and electric vehicle planning. Partners in Energy also supports 18 months of plan implementation in the form of marketing and communications, data tracking and analysis, mapping, program expertise, and project management.

The components of Grand Junction’s EV Plan are detailed below:

**Why an EV Readiness Plan:** Details the reasons why Grand Junction is developing an EV Readiness Plan.

**Where We Are Now:** Outlines current levels of EV adoption and public charging, along with other existing efforts.

**Where We Are Going:** Describes Grand Junction’s EV vision, projections, focus areas, and strategies.

**How We Are Going To Get There:** Provides a work plan for each priority EV readiness strategy, detailing key steps, metrics, roles, and available resources.

**How We Stay On Course:** Outlines how the City will track progress toward Grand Junction’s EV vision, and how it will adapt to a changing landscape during implementation.

**Appendices:** Provide additional information about the planning process, engagement results, EV basics, and current Xcel Energy Programs.





# WHY AN EV READINESS PLAN



## Contribute to Comprehensive Plan Priorities

This EV Readiness Plan directly contributes to the City of Grand Junction’s vision for “Efficient and Varied Mobility” and implementation of the 2020 Comprehensive Plan, through “anticipat[ing] and plan[ing] for the implications and opportunities associated with electric vehicles” (City of Grand Junction, 2020). This effort is one of several initiatives underway to support community transportation and resource stewardship priorities identified in the 2020 Comprehensive Plan. The focus of this EV Readiness Plan is intentionally broader than personal EVs alone and also considers other forms of electric mobility, including e-bikes and other micromobility and shared transportation options that have the potential to expand the equitable benefits of electrification.



In addition to EV planning, the City is moving forward with other sustainable transportation initiatives, including ongoing management of its biogas fleet, implementation of a Pedestrian and Bicycle Master Plan, and launching both the E-Bike to Work Ownership Program and a Shared Micromobility Pilot Program in 2023.

## Prepare for increased EV adoption and leverage funding opportunities

EV adoption is increasing across Colorado including Grand Junction. More information can be found on current and projected future adoption in the **Where We Are Now** and **Where We Are Going** sections of this plan document.

Significant funding is currently available for transportation electrification in support of federal, state, and utility greenhouse gas (GHG) and EV goals. This plan identifies potentially applicable funding programs and will ensure that Grand Junction is poised to leverage opportunities and prepare the community to maximize the local benefits of increased EV adoption.

### **Xcel Energy Grid Capacity and Electrification**

Just as Grand Junction is developing this EV Readiness Plan to prepare the community for increased EV adoption, so, Xcel Energy is preparing the electric grid for anticipated future change. Every two years or so, Xcel Energy files an Electric Resources Plan with the Colorado Public Utilities Commission that outlines anticipated growth and load changes along with how the utility will accommodate that load. Xcel Energy looks at EV growth in Colorado as part of a comprehensive plan to transition the grid, including achievement of net zero carbon emissions by 2050 while keeping service reliable and customer bills low (Aguayo, 2023).

### **Support equitable access to EV charging**

Two major housing factors facilitate a resident's ability to convert their personal vehicle to an EV: home ownership and single-family residence. Homeowners are more likely to install EV charging because they do not need to seek permission from a separate property owner and the investment in infrastructure will likely increase the value of their property. Conversely, renters may not have permission from the homeowner to install charging infrastructure and may be reluctant to invest in improving property they do not own. Single-family residences are more likely to have personal garage space or carports to facilitate the installation of charging stations rather than relying on street parking or shared parking facilities. In Grand Junction, 62% of housing units are owner-occupied and 69% of homes are single-family detached homes, presenting a significant opportunity for home charging. This highlights the need for charging solutions to serve renters and multifamily residents and ensure that EVs are accessible for all community members (US Census Bureau, 2022).

### **Lower fuel and maintenance costs**

While the average US household spends about 13% of their annual income on transportation costs, that percentage is approximately 22% for the average Grand Junction resident (Institute for Transportation And Development Policy, 2019) (Center for Neighborhood Technology, 2023). Low-income households make up 34% of Grand Junction's population<sup>1</sup> and are disproportionately burdened by transportation costs (EPA, 2023).

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<sup>1</sup> The EPA EJScreen Mapper Tool defines low-income as individuals whose ratio of household income to poverty level in the past 12 months was less than 2.



Although cost savings vary based on vehicle type, driving patterns, and geographic region, the average driver spends about half as much on fuel and maintenance costs by driving an EV compared to a traditional gas-powered vehicle (Office of Energy Efficiency and Renewable Energy, 2019). The transition to EVs would result in significant savings for individual consumers and fleet operators. Over its lifetime, an EV tends to cost 50% less to own and operate as compared to a gas-powered vehicle (US DOE, 2019). Though the retail price of many EVs is still higher than that of comparable gas-powered vehicles, this gap is expected to decrease as batteries become more efficient and the used EV market develops. Additionally, federal, state, and utility incentives are available and can help to bring down the cost of EV purchase or lease below comparable gas-powered cars for some buyers. See the EVCO Tax Credit Infographic in **Appendix C: Funding Resource Details** for details (note that incentives vary by vehicle cost, type, household income, and utility).

Encouraging the use of low speed electric vehicles or micromobility devices, especially as a second vehicle, can also help lower transportation costs. For a household with two drivers, decreasing the number of vehicles needed to one and utilizing the simplicity and low cost of an e-bike has the potential to save money and improve the standard of living for Grand Junction residents, particularly those in lower income households.

### **Provide charging for commuters and visitors to Grand Junction**

In addition to supporting EV access and charging for Grand Junction residents, the strategies in this plan support charging for those commuting into the city for work and play. Of those employed in Grand Junction, 65% commute from outside city limits (US Census Bureau, 2020). Although most EV charging occurs at home, employees of workplaces with EV charging are six times more likely to own an electric vehicle than those at workplaces without EV charging (US DOE, 2016). Supporting the adoption of EV charging to serve employees based outside of Grand Junction will therefore be important to bolstering overall EV adoption.

In addition to those commuting to work, Grand Junction sees over 1.5 million visitors each year, 52% of whom are traveling from elsewhere in Colorado (Visit Grand Junction, 2016). EV charging will be important to serve visitors and locals alike in Grand Junction's drive-centric tourism market.

### **Create local environmental benefits**

In accordance with the 2020 Comprehensive Plan, the City of Grand Junction is developing the community's first Sustainability and Resiliency Plan. This EV Readiness Plan will prepare Grand Junction to maximize the following local environmental and resource conservation benefits of a transition to electrified transportation. In addition, the strategies in this EV Readiness Plan align with the City's recently adopted Bicycle Plan, supporting the reduction of vehicles on the road and lessening the need for future road widenings to handle increased vehicle traffic.

### Improve air quality

The transportation sector produces pollutants such as particulate matter, nitrogen oxides, carbon monoxide, and volatile organic compounds which are harmful to respiratory health. All-electric vehicles produce zero tailpipe emissions and plug-in hybrids (PHEVs) produce no tailpipe emissions when operating in all-electric mode (U.S. Department of Energy, 2021). The Grand Junction Comprehensive Plan identifies the implementation of policies and efforts to “reduce air pollution from point sources as well as non-point sources, especially those related to transportation” as a priority, and transportation electrification will be a critical strategy in reducing local air pollution (City of Grand Junction, 2020).

### Reduce community greenhouse gas emissions

In 2023, the City of Grand Junction created a comprehensive greenhouse gas (GHG) emissions inventory providing a snapshot of community wide GHG emissions in 2018 and 2021.

Transportation is the largest source of GHG emissions in Colorado (State of Colorado, 2021). Additionally, as shown in **Figure 1**, on-road fossil fuels account for 32% of Grand Junction’s total community emissions (Lotus Engineering and Sustainability, 2023). The International Panel on Climate Change (IPCC) states that “electric vehicles powered by low-emissions electricity offer the largest decarbonization potential for land-based transport, on a life cycle basis” (IPCC, 2022). As the City moves toward community wide GHG management, transportation electrification, paired with carbon-free electricity supply, will be critical to reducing future emissions.

GHG emissions associated with electricity use in Xcel Energy’s service territory will decrease in the future, further increasing the emissions gap between EVs and gas-powered vehicles. Today, Xcel Energy serves its Colorado customers with electricity that is 42% carbon-free and the utility has a goal to enable all vehicles to run on 100% carbon-free electricity by 2050 (Xcel Energy, 2022).

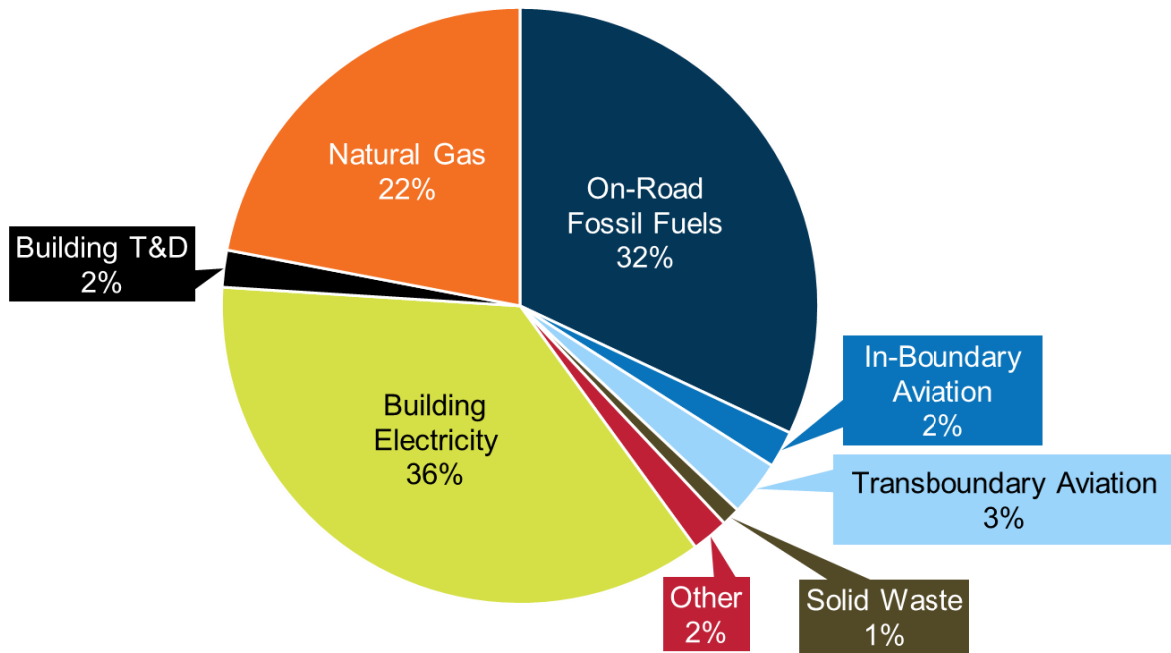


Figure 1. Grand Junction community GHG emissions by source (Lotus Engineering and Sustainability, 2023).

# WHERE WE ARE NOW



## Grand Junction's geography

Home to around 68,000 residents, Grand Junction is located on the Western Slope of Colorado at the crossroads of US 50 and I-70, two major regional travel corridors (Figure 2). The community is uniquely situated to benefit from the transition to EVs<sup>2</sup>.

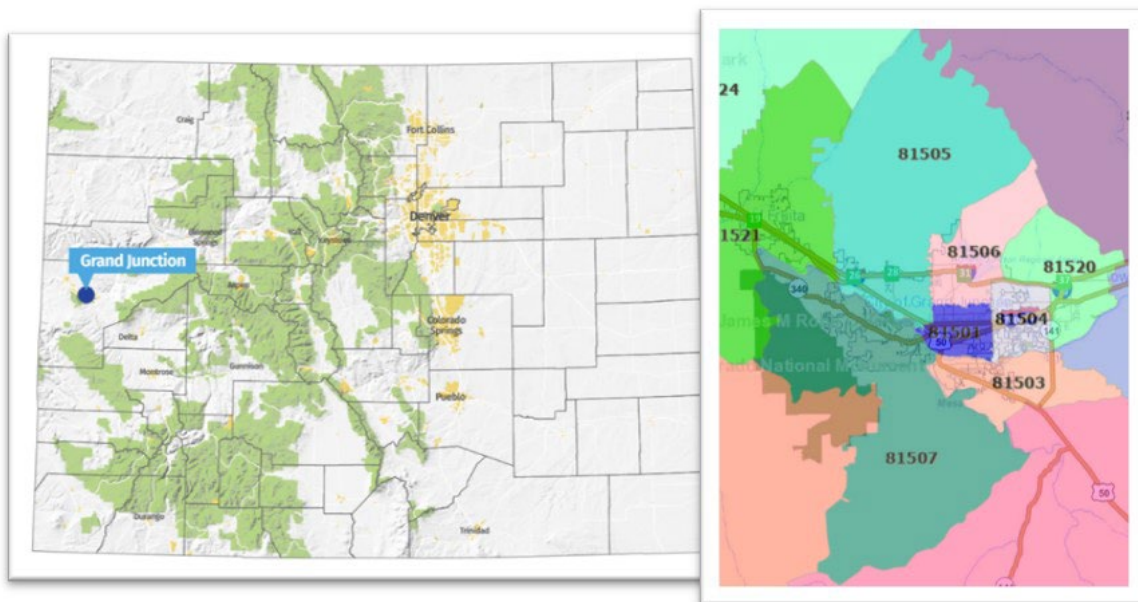


Figure 2. Grand Junction location and zip codes (City of Grand Junction, 2020) (City of Grand Junction GIS, 2023).

<sup>2</sup> The analysis presented in this plan document is based on Grand Junction zip codes, rather than city limits due to the availability of EV data at that scale. If EV data becomes available through the county DMV or another source, the City could consider transitioning to city limits for future analysis.

### Current level of EV adoption

EV adoption is accelerating nationwide and in Colorado, as shown in **Figure 3** below. In 2022, EV sales surpassed 10% of all new car sales in the state, up from just 6.5% in 2021 (State of Colorado, 2023).

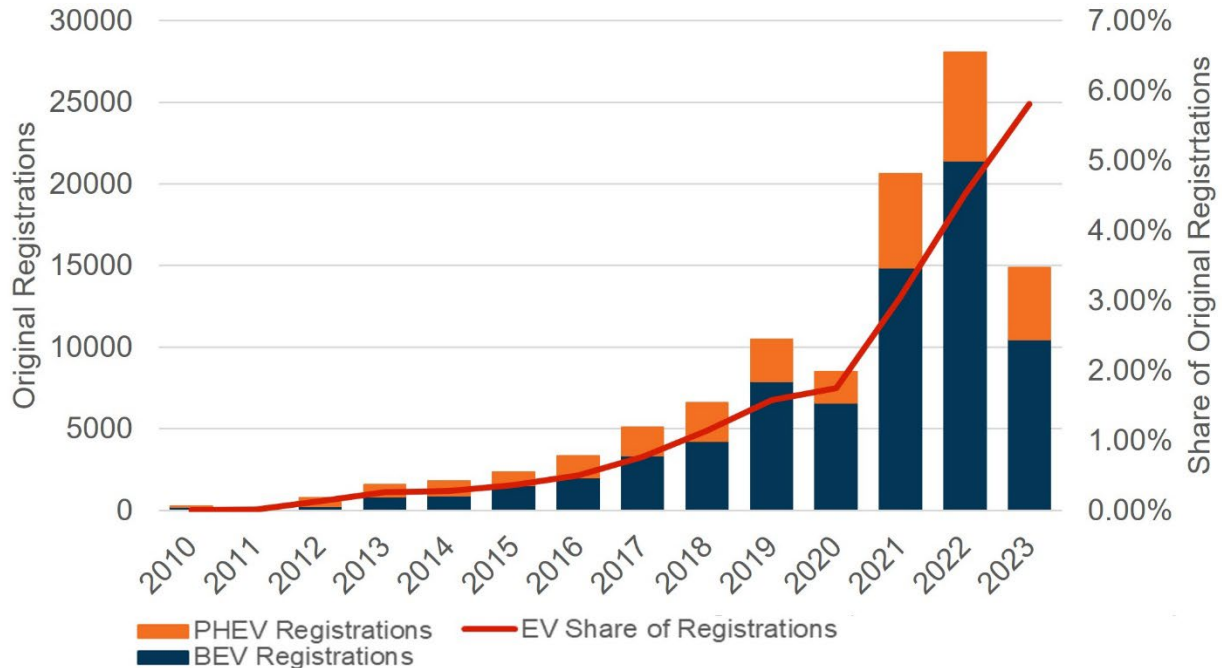


Figure 3. BEV (Battery Electric Vehicle) and Plug in Hybrid Electric Vehicle (PHEV) registrations and share of vehicle registrations in Colorado to June 2023 (Atlas Public Policy, 2023).

While EVs account for approximately 1% of light-duty vehicles on the road in Grand Junction, local adoption is also increasing. As shown in **Figure 4**, EVs increased from 81 vehicles in 2017 to 621 in June of 2023 (Atlas Public Policy, 2023).

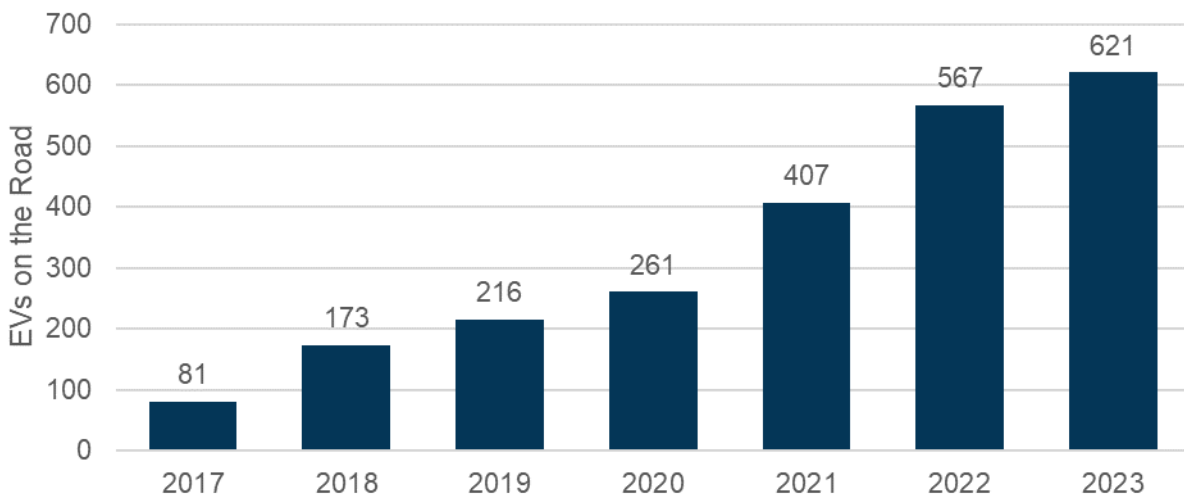


Figure 4. EVs on the road in Grand Junction Zip Codes 81501 – 81507 (Atlas Public Policy, 2023).



## Existing EV charging network

Convenient and accessible public charging can support EV adoption by helping people feel more comfortable driving an EV, knowing that they will have access to charging on the go. Grand Junction has a head start on providing public charging opportunities, and the number of charging stations has increased in recent years to 60 Level 2 ports and 21 DC fast charging ports as shown in Figure 5.

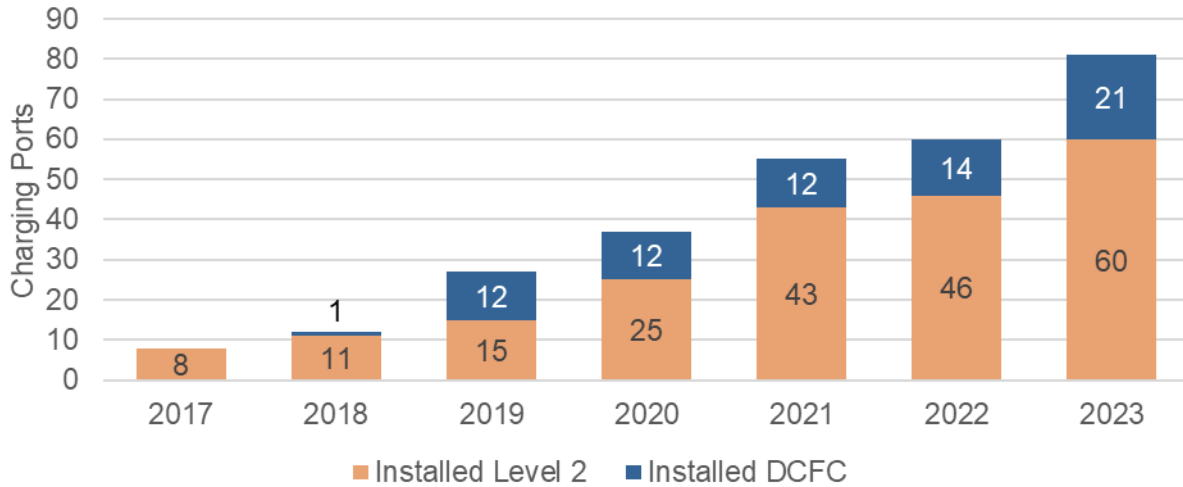


Figure 5. Number of level 2 and DC fast charging ports installed in Grand Junction to June 2023 (Atlas Public Policy, 2023).

As shown in **Figure 6**, the majority of Grand Junction’s existing public charging ports are located in the downtown area or close proximity to major highways.

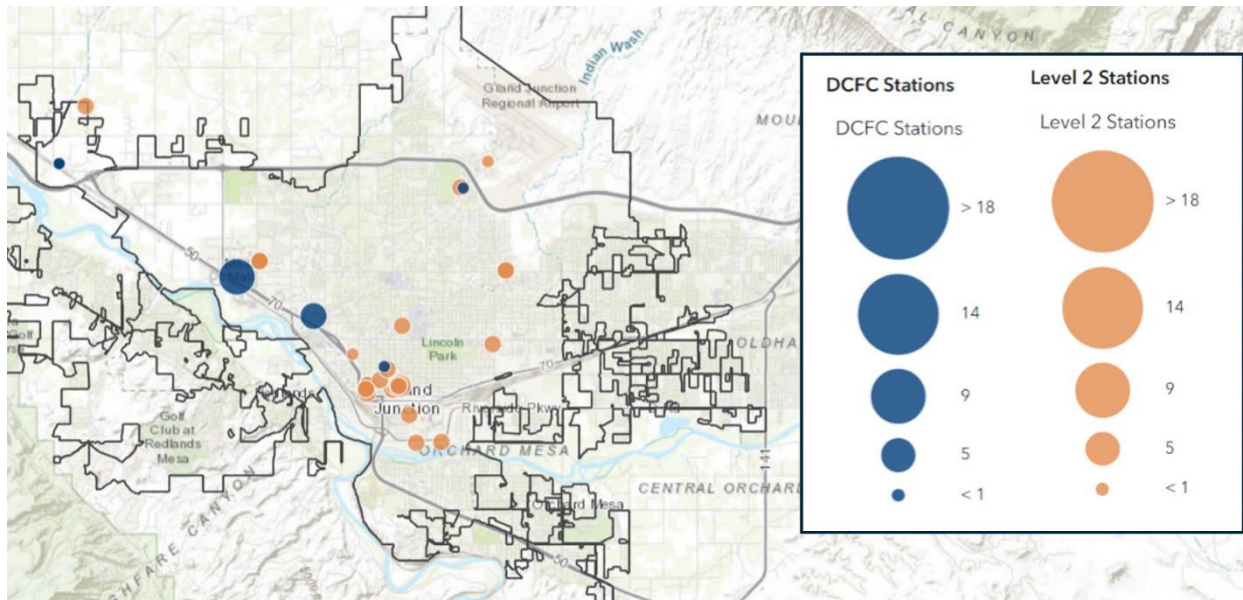


Figure 6. June 2023 distribution of existing level 2 and DC fast charging ports in Grand Junction (data adapted from (U.S. Department of Energy, 2023))

While these stations provide charging access for those traveling through Grand Junction, commuting to downtown, or using centralized amenities, there may be potential for increased charging access to serve residents to the north, south, and east of the downtown core.

## **Current municipal fleet efforts**

The City of Grand Junction has received international attention as an early adopter of Compressed Natural Gas (CNG) fleet vehicles. Vehicles are fueled using methane gas produced at the Persigo Wastewater Treatment Facility. In 2021, the City's CNG station underwent an upgrade to increase capacity and take advantage of a growing supply of digester biogas. Currently, the equivalent of 300 gallons of gasoline is produced on-site daily, resulting in carbon emissions reduction of approximately 2.5 million pounds per year.

Additionally, at the time of plan development, the City of Grand Junction has begun to integrate EVs into the municipal fleet. As of June 2023, the City had the following vehicles:

- 2 electric passenger vehicles
- 2 electric forklifts
- 96 electric golf carts
- 4 Class 2 Ford E-Transit Cargo Vans (on order)
- 2 lawnmowers (on order)
- 1 recycling truck (on order)

Finally, in 2023, the City is participating in Xcel Energy Fleet Electrification Advisory Program which provides analysis to help fleet operators determine the best course of action for electrification. The program uses real-world data to evaluate current fleet operations and will inform the evaluation and implementation of municipal fleet electrification going forward.

## **Alignment with other planning efforts and programs**

### **City of Grand Junction Greenhouse Gas Emission Inventory**

In 2023, the City developed GHG inventories for 2018 and 2021. The inventory indicated that gasoline vehicles were the largest single source of emissions in Grand Junction and the report identifies vehicle electrification and multimodal transportation as key actions to reduce emissions going forward.

### **Grand Junction Resiliency and Sustainability Plan**

In support of principles and priorities identified in the 2020 Comprehensive Plan, the City of Grand Junction began developing the community's first Resiliency and Sustainability Plan. The Plan, which is anticipated to be complete in Spring 2024, will

build on the GHG inventory and support sustainable development and conservation efforts to achieve improved public and environmental health.

### **E-Bike to Work Ownership Program**

In 2023 the City received a \$134,000 grant through the Colorado Energy Office “Community Access to Electric Bicycles” grant program. The grant created an ownership-based e-bike program to community members who live/work in two eligible areas of the city, Downtown and Horizon Drive Business District, and provided free e-bikes to those living or working in either of these areas and earning at or below 80 percent median income (AMI). The program provided 40 e-bikes to 40 participants.

### **Micromobility**

2023 also saw the launch of a Shared Micromobility e-scooter pilot program within Grand Junction. The program is intended to:

- Diversify transportation options for residents.
- Encourage modal-shifts for short-distance trips.
- Inform infrastructure priorities with access to travel data.
- Provide first- and last-mile connectivity for transit users.
- Inform future policies.
- Understand micromobility and inform a permanent licensing permit for shared mobility businesses.

### **Colorado EV Plan 2023**

The Colorado EV Plan 2023 is an update to the state’s 2018 and 2020 plans and continues to accelerate adoption of EVs of all types in Colorado. The plan reinforces the state’s existing goal of 940,000 light-duty EVs on the road by 2030 and establishes a new goal of 2.1 million on the road by 2035. These interim goals support a vision for 100% electric light-duty vehicles and 100% zero-emissions medium-duty vehicles. The plan identifies policies and programs by which to achieve these goals. It also includes a focus on personal and shared electric mobility along with cross-cutting initiatives that affect multiple parts of the transportation system.

### **Colorado Energy Code**

In June 2022, the Energy Codes Board published the final Model Electric Ready and Solar Electric Ready Code. It specifies EV ready requirements for new residential, commercial, and multifamily properties (Colorado Energy Office, 2023).<sup>3</sup>

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<sup>3</sup> The final Model Electric Ready and Solar Electric Ready package which includes the final code language, an explanatory version with annotated notes for various sections of the code, and a final code report that outlines the statutory requirements for the code and an overview of the process and discussions of the Energy Code Board, can be found at <https://energyoffice.colorado.gov/climate-energy/energy-policy/building-energy-codes/energy-code-board>. Accessed on July 20, 2023.



This package must be adopted by cities and counties with building codes when they update other building codes to the 2021 International Energy Conservation Code (IECC) between July 1, 2023 and July 1, 2026.

In 2023, the state legislature passed legislation that along with other EV parking requirements, require the multifamily EV ready requirements from the Model Electric Ready Package go into effect statewide beginning March 1, 2024 (Colorado General Assembly, 2023).

# WHERE WE ARE GOING



## Our Vision Statement

During the planning process, the EV Action Team developed a vision statement to guide this EV Readiness Plan and Grand Junction’s transportation electrification work:

*The City of Grand Junction will prepare for and maximize the benefits of widespread EV adoption.*

*Access to electrified transportation and charging infrastructure will be affordable and inclusive so that community members, businesses, and visitors have the freedom to choose electric mobility options.*

## Future EV Adoption in Grand Junction

In identifying strategies to prepare for and maximize the benefits of transportation electrification, it is helpful to understand what the local and statewide EV landscape could look like.

In support of Colorado’s EV goals – and considering emerging policies, programs, and technologies – the Colorado Energy Office developed scenarios projecting the number of electric vehicles anticipated on Colorado’s roads by 2025 and 2030 (Colorado Energy Office, 2019). Based on the scenarios in this EV growth analysis, scaled for population and vehicle ownership rates, Grand Junction could expect to see increased EV adoption, as shown in **Figure 7**. The City will monitor EV adoption throughout the implementation of this EV Readiness Plan to understand the impact of plan strategies and inform any course adjustments needed.

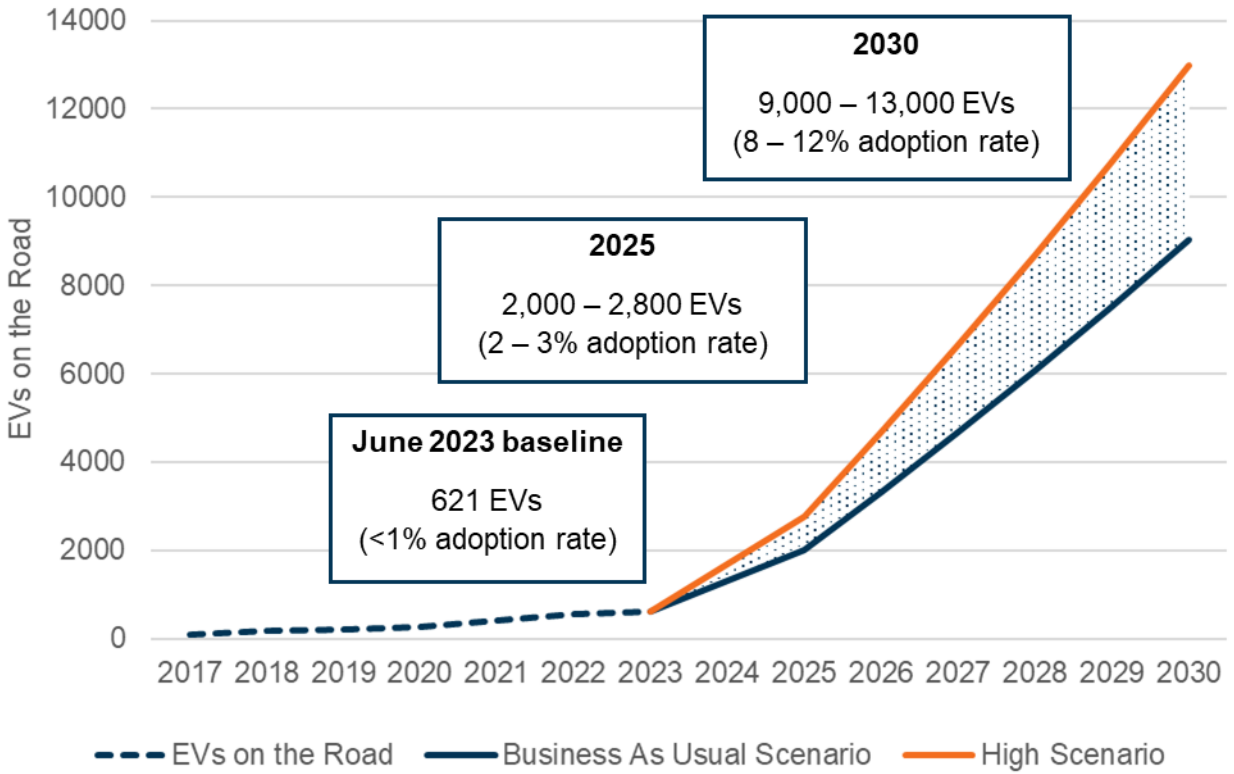


Figure 7. Projected EVs on the road in Grand Junction based on Colorado Energy Office Business as Usual (BAU) and High scenarios scaled to Grand Junction zip codes (Colorado Energy Office, 2019).

## Future EV Charging Needs

As the number of EVs in Grand Junction, Colorado, and the U.S. increase, so will the demand for public charging. The number of charging ports needed to serve a community can vary based not only on the number of EVs, but also access to home charging and other factors such as demand created by highway through-traffic, in-commuters, and visitors. Additionally, installing public charging in anticipation of future demand can also facilitate an equitable transition to EVs by making charging more convenient and reliable for all residents.

A working paper prepared by the International Council on Clean Transportation estimated the charging infrastructure need to meet Colorado’s EV goals. Anticipated charging needs in Grand Junction are shown in **Figure 8**.

The City will monitor the number of charging stations installed in Grand Junction throughout implementation of this EV Readiness Plan to understand the impact of plan strategies and inform any adjustments needed.

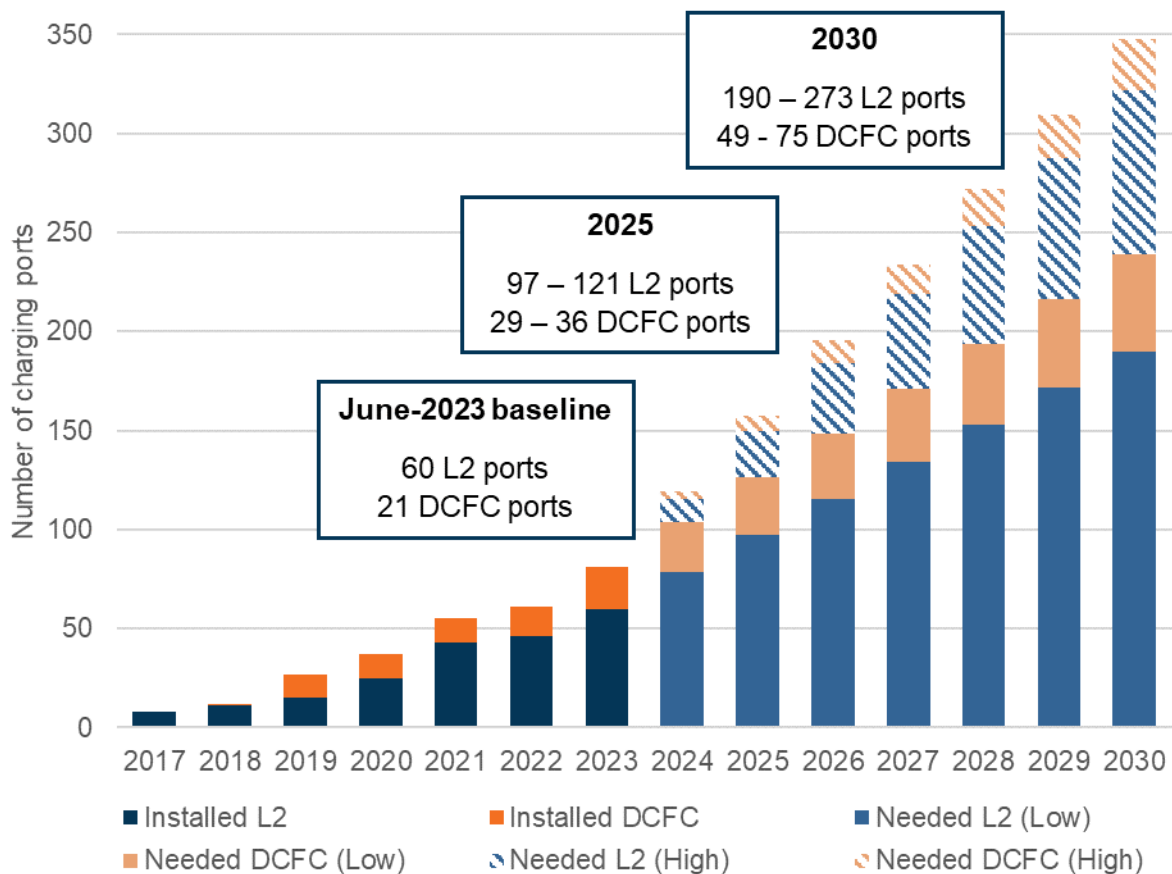


Figure 8. Projected need for charging ports based on Grand Junction's anticipated future EV adoption (linear extrapolation to meet anticipated 2030 need) (Hsu, Slowik, & Lutsey, 2021).

## Focus Areas and Strategies

The EV Action Team, with input from key local stakeholders and the broader community, identified the following priority focus and strategies for implementation from Q3 2023 – Q1 2025. The EV Action Team also identified strategies for longer-term consideration and potential implementation.



### Community Adoption (CA)

*Supporting the equitable adoption of electric mobility throughout Grand Junction.*

#### •Q3 2023 - Q1 2025 Strategies

- CA-1: Launch an Electric Mobility Education Campaign
- CA-2: Engage Dealerships and Auto Shops
- CA-3: Support Electric Micromobility Adoption

#### •Longer-Term Strategies

- EV Tourism Marketing, EV Connections for Commuters, EV Group Buy, and Equitable EV CarShare



### Public Charging (PC)

*Increasing community charging access and preparing to leverage existing and upcoming funding opportunities.*

#### •Q3 2023 - Q1 2025 Strategies

- PC-1: Engage Potential Private Charging Site Hosts
- PC-2: Install Public Charging at Public Facilities
- PC-3: Implement EV Parking Enforcement and Pricing Best Practices
- PC-4: Clarify and Streamline Permitting Process for EV Charging

#### •Longer-Term Strategies

- Regional Coordination for EV Infrastructure, Innovative Charging Solutions, EV Charging Accessibility, Mobility Connections, Multifamily Charging Outreach and Resources



### Fleet Electrification (FE)

*Identifying and implementing opportunities that support the electrification of municipal and other local fleets.*

#### •Q3 2023 - Q1 2025 Strategies

- FE-1: Evaluate Opportunities for Municipal Fleet Electrification
- FE-2: Provide Electric Mobility Training for City Leadership and Staff
- FE-3: Conduct EV Fleet Assessments

#### •Longer-Term Strategies

- Explore Options for Transit Electrification, EV First Vehicle Replacement Policy, and Regional Coordination for Fleet Electrification and Charging



# HOW WE ARE GOING TO GET THERE



To prepare Grand Junction to implement priority strategies, the EV Action Team developed a work plan for each strategy, identifying the audience, key action steps, roles, metrics, and available resources. The following sections provide these strategy work plans organized by the three EV readiness focus areas.



## **Community Adoption (CA) Focus Area**

Based on projections described in the Where We Are Going section of this plan, Grand Junction could expect to see between 7,000 and 13,000 EVs on the road by 2030. Taking steps to prepare for and support this transition will enable the community to maximize the benefits of transportation electrification in an equitable manner. The priority strategies in this focus area include foundational education and engagement around electric mobility options to raise awareness of the benefits along with programs and incentives available to support EV access.

### **Strategy CA-1: Launch an Electric Mobility Education Campaign**

This strategy was identified by the EV Action Team as foundational to many other strategies included in this plan. This sentiment was also echoed throughout much of the stakeholder and community engagement conducted by the City. The strategy will inform plan development, reflecting a need for outreach and education to residents and businesses alike to raise awareness of EV benefits and opportunities including available rebates and tax credits.

At the time of plan development, unprecedented amounts of funding were identified to support the adoption of EVs. This includes incentives for the lease or purchase of an EV and support for the installation of charging infrastructure. However, many residents and businesses may not be aware of available incentives, or how they can be stacked

together to reduce the upfront cost of ownership. This strategy, therefore, focuses on connecting residents and businesses with information and resources to support decision-making and realize the benefits of EV adoption.

In Grand Junction, 75% of residents drive alone to work (U.S. Census Bureau, 2021) and the average commute time of 16.2 minutes is well within the range of all EVs available on the market today. Additionally, since a majority of households having two or more vehicles available, there are many opportunities for residential EV adoption (U.S. Census Bureau, 2021). However, 34% of Grand Junction households have an income less than twice the federal poverty level and 22% of households have access to only one or no vehicle, meaning that a focus on lower-cost electric mobility options such as e-bikes will also be important (EPA, 2023).

### Target Audience

- Residents
- Businesses
- Housing authorities
- Visitors

### Metrics

- **Number of social media posts**
  - Track the number of social media posts and engagement with posts over time.
- **Engagement with EV website pages and EngageGJ**
  - Establish a baseline and monitor traffic to, and engagement with, [existing](#) and new City of Grand Junction EV pages, along with the [EngageGJ](#) platform EV project site. Include number of views/downloads for key online resources.
- **Number of Xcel Energy EV purchase rebates issued**
  - Establish a baseline and monitor change over time.
- **Number of people engaged at in-person events**

### Scope and Timeline

#### Q3 – Q4 2023

- Inventory existing information sources related to EV benefits and incentives to identify resources that could be leveraged and any potential gaps in local distribution.
- Identify existing communication channels, for example:
  - City channels such as websites, newsletters, and social media.
  - Grand Valley Power magazine.
  - Mesa County Libraries.
- Develop residential and business outreach plans to narrow target audience and outline key messages that will fill information gaps and outline local distribution channels.

### Q1 – Q2 2024

- Based on the outreach plan, develop outreach materials to reach residents and businesses using a variety of approaches, for example:
  - Downloadable fact sheet outlining EV basics, benefits, and available incentives.
  - Resources specifically aimed at businesses.
  - PowerPoint presentation that can be used at in-person community events or workshops.
  - Resources to promote existing charging stations.
  - Targeted social media posts, for example highlighting municipal fleet electrification and linking to additional resources.
- Distribute outreach materials using identified communication channels, in line with outreach plans.
- Explore new communications channels to reach additional residents and businesses (e.g., multifamily residents).

### Q3 – Q4 2024

- Continue implementation of outreach plan.
- Evaluate impact of outreach using identified metrics to establish a baseline and track impact going forward.

### Q1 2025

- Continued implementation of outreach plan.
- Adjust outreach and engagement materials to reflect new opportunities and incorporate any feedback received.

## Roles and Responsibilities

### City of Grand Junction

- Lead identification of existing local communication channels.
- Support the development of outreach plans.
- Co-lead the development of outreach materials.
- Lead distribution of materials through identified City channels and monitoring of impact.

### Xcel Energy Partners in Energy

- Lead inventory of existing information sources.
- Lead development of outreach plans.
- Co-lead development of outreach materials.
- Support distribution of outreach materials, including attendance at up to 3 events.



## Partner Organizations

- **Mesa County Libraries** to support distribution of outreach materials and/or hosting of events.
- **CLEER** to support distribution of outreach materials through ReCharge coaching and other existing channels.
- **Horizon Drive BID, Downtown Grand Junction, Chamber of Commerce,** and other **local business development organizations** to support business outreach.

## Related Resources

- **Informational and Capacity Resources**
  - [Drive Clean Colorado](#) resources.
  - [CLEER](#) resources.
  - [EVCO](#) statewide educational campaign.
- **Funding**
  - Xcel Energy home charging programs and income-qualified EV purchase/lease rebate.
  - Xcel Energy Higher Emissions Community enhanced charger rebates.
  - Colorado Department of Transportation E-Mobility Education and Awareness grants.
  - Federal and State EV and EV charging tax credits.
  - (Anticipated) Colorado Energy Office (CEO)
    - Service Panel Upgrade + Residential Resources (SPURR).
    - Vehicle Investment for Sustainable Transportation Access (VISTA).
    - Vehicle Exchange Colorado Program (VXC).

## Strategy CA-2: Engage Dealerships and Auto Shops

This strategy emerged as a priority throughout the planning process and was brought forward by EV Action Team members as well as by dealership representatives during a focus group conducted by the City.

Dealerships play a unique and critical role in the transition to EVs as a key touchpoint with residents considering a new vehicle. We heard from dealerships that they understand that the automotive and micromobility industries are moving toward electrification and recognize the need for education of both their staff and customers. There is currently one Grand Junction dealership participating in Xcel Energy's EV Dealer Network and encouraging additional dealers to join could help build local capacity and inform residents about where to go if they are considering an EV.

Finally, this strategy also involves engaging with auto shops to provide information about EV resources and connect them with opportunities for EV-specific maintenance

training. This will help increase local EV knowledge and make residents feel more comfortable purchasing an EV, knowing that there are trained local professionals to work on it.

### Target Audience

- Vehicle dealerships
- Auto shops
- Residents and business considering vehicle purchase

### Metrics

- **Number of dealerships participating in Xcel Energy’s EV Dealer Network**
  - Target 4 additional dealerships participating in the network by 2025.
- **Number of outreach events for dealerships**
  - Target 2 events for dealership staff to learn about EV benefits and incentives by 2025.
- **Number of EV maintenance trainings**
  - Target 2 auto shops trained in EV maintenance by 2025.
- **EV share of most recent model year vehicle registrations**
  - Monitor change in the percentage of new model year vehicle registrations in Grand Junction that are EVs using Atlas Public Policy EValueateCO dashboard as a proxy for new EV sales.

### Scope and Timeline

Q1 – Q2 2024
<ul style="list-style-type: none"><li>• Use initial outreach conducted during plan development to identify specific gaps and opportunities for dealership outreach.</li><li>• Research best practices and existing resources for engaging auto shops and dealerships.</li><li>• Develop a dealership and auto shop outreach plan to fill identified gaps and distribute materials.</li><li>• Identify any organizations currently providing dealer training materials, certification programs, or other resources.</li><li>• Engage with training providers to determine feasibility of in-person training for dealers and auto shops.</li></ul>

### Q3 – Q4 2024

- In line with the outreach plan, develop dealership-facing education materials including:
  - Information on Xcel Energy’s EV Dealership Network benefits and how to join.
  - Connection to other resources or training opportunities.
- In line with outreach plan, develop customer-facing education materials, for example:
  - Summary of vehicle rebates, incentives, and where to go for additional information that dealerships could use to create vehicle window stickers.
  - Fact sheet handout or flyer describing the benefits of EVs and available incentives.
- Engage local dealerships to distribute education and outreach materials.
- Schedule, coordinate, and host in-person training for dealership staff, including support to join Xcel Energy EV Dealer Network.
- Identify any organizations currently providing auto shop training materials, certification programs, or other resources.

### Q1 2025

- Schedule, coordinate, and host in-person trainings for auto shops.

## Roles and Responsibilities

### City of Grand Junction

- Support the development of outreach materials.
- Support research into best practices and existing resources for engaging auto shops and dealerships.
- Lead engagement with auto shops and EV dealers, including distribution of education materials.

### Xcel Energy Partners in Energy

- Lead the development of outreach plan.
- Lead research into best practices and existing resources for engaging auto shops and dealerships.
- Lead the development of outreach materials.
- Provide connection to Xcel Energy EV Dealer Network resources.
- Support coordination of training events for dealers and auto shops.

### Partner Organizations

- **Drive Clean Colorado** to provide dealership education resources.
- **Third-party organization(s)** to lead dealer and auto shop trainings (TBD).
- **Local colleges** (Colorado Mesa University / Western Colorado Community College) to host in-person dealer and auto shop trainings (TBD).

## Related Resources

- **Informational and Capacity Resources**
  - Xcel Energy [EV Dealership Network](#).
  - [Drive Clean Colorado](#) and other industry organization dealership resources.
  - [EVCO](#) statewide educational campaign.
- **Funding**
  - Xcel Energy EV Supply Equipment and EV Supply Infrastructure programs.
  - Colorado Department of Transportation Zero Emission Vehicle Workforce Development Grant.

## Strategy CA-3: Support Electric Micromobility Adoption

Acknowledging that there are still cost and other barriers to EV adoption for many Grand Junction households, and that there are economic and environmental benefits to reducing vehicle miles traveled, this strategy focuses on exploring opportunities to support other electric micromobility options. Specifically, this strategy will build on the City's existing shared e-scooter pilot and e-bike ownership program to leverage emerging opportunities at the state level and explore the potential for a local e-bike incentive program.

## Target Audience

- Residents
- Bike shops
- Visitors

## Metrics

- **Number of e-bikes and/or e-bike rebates provided**
  - Build on baseline established during the 2023 e-bike ownership program.
- **Engagement with e-bike website pages**
  - Establish a baseline and monitor traffic to, and engagement with, existing and new City of Grand Junction EV pages, including number of views/downloads for key online resources.
- **Number of people engaged at in-person events**
- **Participation in e-bike ownership programs**

## Scope and Timeline

<b>Q3 – Q4 2023</b>
<ul style="list-style-type: none"><li>• Inventory existing rebates and resources to support e-bike adoption.</li><li>• Throughout implementation, research and document other potential electric micromobility programs, resources and technologies.</li><li>• Develop educational materials to communicate the benefits of e-bikes as an affordable and accessible mode of transportation, along with current e-bike programs and upcoming statewide e-bike program.</li><li>• Evaluate the need for, and feasibility of, a local e-bike rebate program.</li></ul>
<b>Q1 – Q2 2024</b>
<ul style="list-style-type: none"><li>• Distribute educational materials in alignment with the outreach plan developed in <a href="#">Strategy CA-1</a>.</li><li>• Evaluate uptake and impact of local e-bike ownership program and statewide e-bike rebate to identify gaps and opportunities for additional incentives.</li><li>• If determined to be beneficial, develop program design, budget request, and proposal for a local e-bike rebate program.</li></ul>
<b>Q3 – Q4 2024</b>
<ul style="list-style-type: none"><li>• If relevant, submit a budget request and proposal for a City-funded e-bike rebate program in 2024 and prepare to launch.</li></ul>
<b>Q1 2025</b>
<ul style="list-style-type: none"><li>• If developed, launch City-funded e-bike rebate program.</li></ul>

## Roles and Responsibilities

<b>City of Grand Junction</b>
<ul style="list-style-type: none"><li>• Co-lead the development of educational materials.</li><li>• Lead evaluation of the need and feasibility of a local e-bike rebate program.</li><li>• Lead development and distribution of e-bike educational materials.</li><li>• Lead evaluation of program impact.</li><li>• Lead program design, budget request, and implementation of a local e-bike rebate program.</li></ul>
<b>Xcel Energy Partners in Energy</b>
<ul style="list-style-type: none"><li>• Support inventory of existing rebates and resources.</li></ul>
<b>Partner Organizations</b>
<ul style="list-style-type: none"><li>• <b>Local bike shops</b> to support outreach and education.</li><li>• <b>Mesa County Bicycle Alliance</b> to support outreach and education.</li></ul>

## Related Resources

- **Funding**
  - Colorado Energy Office Community Access to Electric Bicycles Grant Program
    - Funding for the development and implementation of e-bike deployment projects in communities across the state.
  - Colorado Energy Office Community Access to Electric Bicycles Rebate Program
    - Statewide incentive for low- and moderate-income Coloradans anticipated to be available August 2023. See Appendix C: Funding Resource Details for incentive amounts and income qualification.
    - Grant programs for e-bike ownership for low/moderate income residents.

## Longer-Term Community Adoption Strategies

These Community Adoption strategies were identified as important by the EV Action Team and the community but are not currently slated for implementation in 2023 – 2024. Strategies may be brought forward earlier depending on funding and capacity.

- **EV Tourism Marketing.** Incorporate EV opportunities into Grand Junction’s tourism marketing efforts in coordination with regional partners.
- **EV Connections for Commuters.** Explore the potential to support EV adoption and access for in-commuters (e.g., through incentives for EV drivers using Park and Rides or EV vanpool options).
- **EV Group Buy.** Organize a passenger vehicle group buy for community members to bring down costs and ease barriers to purchase.
- **Equitable EV CarShare.** Explore the feasibility of an equitable EV CarShare pilot program serving low-income and/or multifamily households.



## Public Charging (PC) Focus Area

Based on projections described in the Where We Are Going section of this plan, Grand Junction could need between 187 and 266 public EV charging ports to serve vehicles on the road by 2030. While most charging can be done at home or work, where vehicles are typically parked for long periods, public charging plays a critical role in making EV adoption feasible for those without access to charging at home or work, such as multifamily residents, homes without garages, or renters. Additionally, public charging is a visible indicator of a community’s commitment to EVs, assuring residents and visitors that they will be able to recharge their vehicle when needed. This visibility and access can help to ease “range anxiety”, a common barrier cited by community members engaged in the development of this plan.

While Grand Junction’s existing network provides convenient access to those working and visiting downtown, traveling into and through Grand Junction, or living in a central location, there will be a need for more equitably distributed charging as EVs become more affordable and accessible for all residents. Additionally, many currently available state and federal funding opportunities include a focus on equity, with priority or enhanced incentives available for designated Disproportionately Impacted Communities<sup>4</sup>. **Figure 9** shows the location of Disproportionately Impacted Communities designated at the state and federal level within Grand Junction.

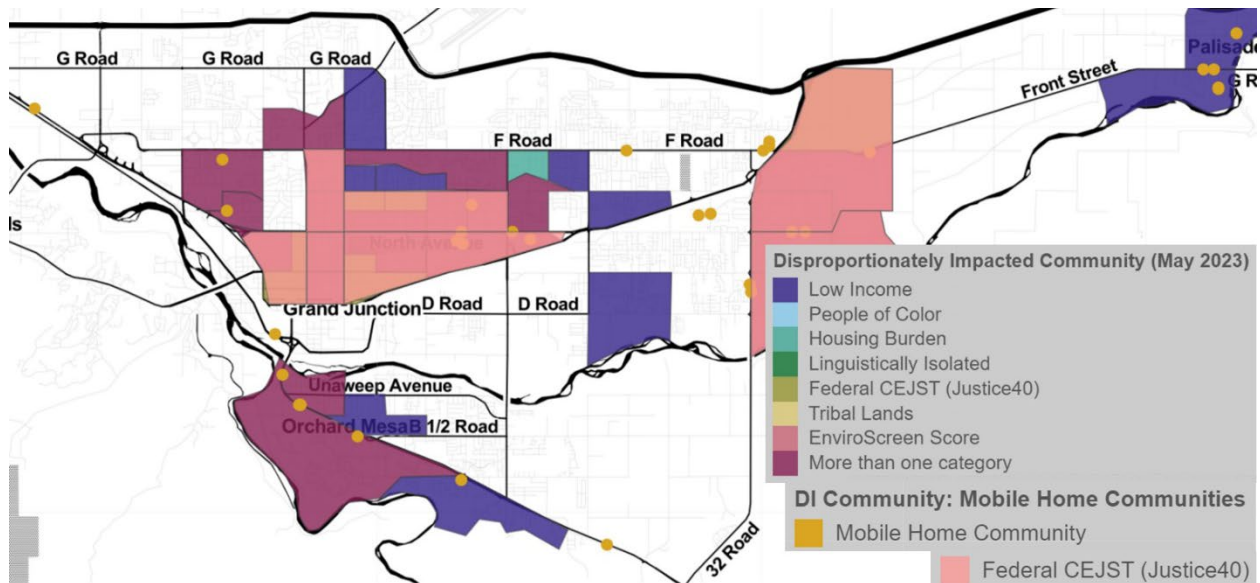


Figure 9. Disproportionately Impacted Communities and Federal Justice40 communities in Grand Junction that may be eligible for enhanced funding to support EV charging (Colorado Department of Health and Environment, 2023).

<sup>4</sup> The term Disproportionately Impacted Community refers to areas that meet the definition of “Disproportionately Impacted Community” under Colorado law, as defined by House Bill 23-1233. Details about what this definition includes can be found on the [Colorado EnviroScreen Tool](#).



Many of these communities have limited access to EV charging currently and include locations identified by community members as potential sites for future charging, as shown in **Figure 10**. The strategies in this focus area aim to continue the build-out of convenient, accessible, and equitable charging across Grand Junction, including areas currently underserved by EV infrastructure.

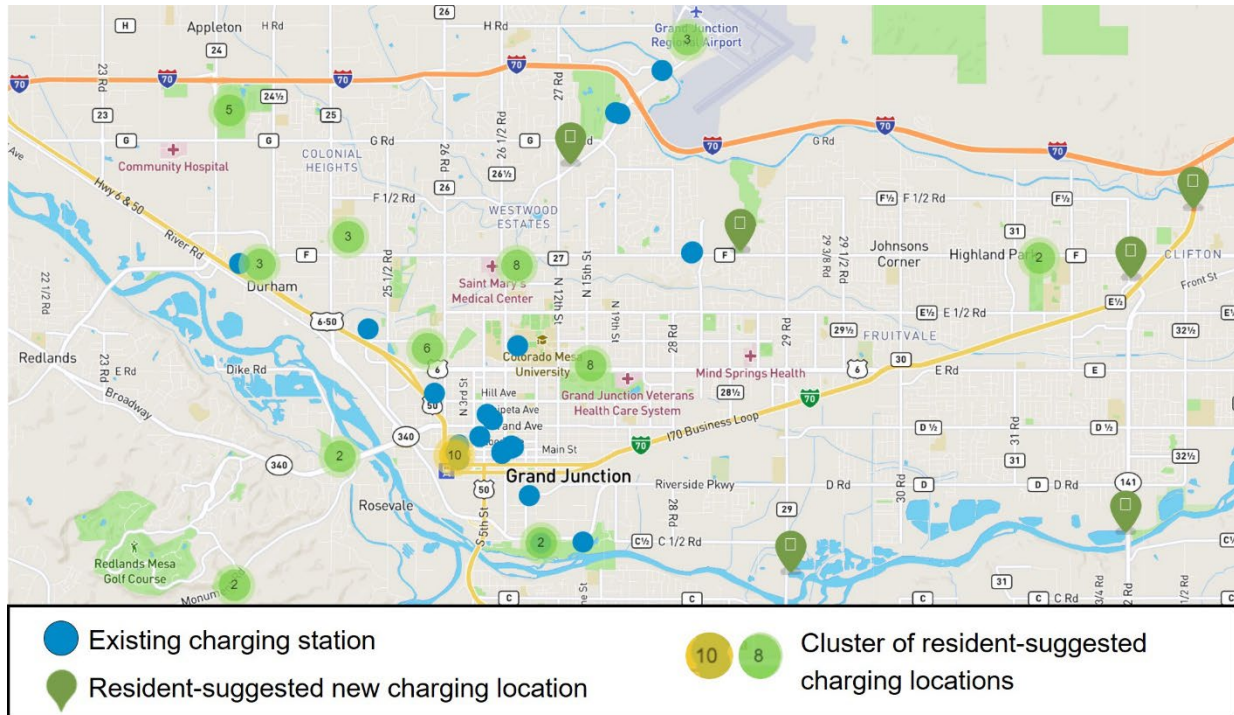


Figure 10. Potential charging locations suggested by residents through the city's interactive EngageGJ platform.

### Strategy PC-1: Engage Potential Private Charging Site Hosts

This strategy involves using mapping and engagement completed during the development of the EV Readiness Plan. Mapping will be used to identify priority areas for future EV charging infrastructure and inform the engagement of potential site hosts within those areas, to raise awareness of the benefits and opportunities related to EV charging. Several factors that could inform the identification of priority areas for charging include equity considerations, funding, and public demand.

#### Target Audience

- Businesses
- Property owners
- Property management companies
- Developers
- Hotels
- Hospitals
- Education institutions



- Tourism industry
- Mesa County
- Truck stops
- Visitor’s Center
- Shopping destinations
- Convenience stores
- Restaurants
- Grand Junction Economic Partnership (GJEP)
- Gas stations
- Movie theaters
- Micromobility partners (E.g., Lime, Bird)
- Horizon Drive Business Improvement District
- Chamber of Commerce

### Metrics

- **Number of private charging stations installed**
  - Keep pace with projected demand.
  - Track number of locations exploring station installation and the total number installed.
- **Use of installed private charging stations**
  - Establish a baseline and monitor going forward.

### Scope and Timeline

#### Q3 – Q4 2023

- Develop criteria to inform identification of locations best suited for public Level 2 and DC fast charging, for example:
  - Equity considerations such as location within a designated Disproportionately Impacted Community, income, and access to home charging.
  - Applicable funding opportunities.
  - Proximity to existing charging infrastructure.
  - Identification by community members through EngageGJ.
- Use mapping to identify priority locations for Level 2 and DC fast charging in Grand Junction.
- Identify property owners, developers, and/or businesses in priority locations, for example, hotels, motels, gas stations, and convenience stores for Level 2 charging.
- Develop outreach and messaging to engage property owners, developers, and businesses. Based on stakeholder input, include an emphasis on competitive advantage, destination charging, and communication of existing incentives to support charging.

### Q1 – Q2 2024

- Distribute outreach and messaging related to Level 2 and DC fast charging to identified property owners and developers identified property owners for Level 2 and DCFC charging.
- Connect interested site hosts with Xcel Energy EV Advisors and/or CLEER ReCharge coaches to support site assessment and installation of EV charging.

### Q3 – Q4 2024

- Continued engagement with private site hosts to recruit and provide support to additional site hosts.

## Roles and Responsibilities

### City of Grand Junction

- Co-lead mapping and development of criteria for prioritization of potential charging locations.
- Lead identification of potential site hosts, including property owners, businesses, and developers for targeted outreach.
- Support the development of outreach materials.
- Lead engagement of potential charging site hosts and distribution of outreach materials.

### Xcel Energy Partners in Energy

- Co-lead mapping and development of criteria for prioritization of potential charging locations.
- Lead development of outreach materials, for example:
  - Resources to support in-person engagement.
  - Print resources.
  - Social media posts.

### Xcel Energy

- EV Advisors to support site assessment and installation process at potential charging locations with Xcel Energy electricity service.

### Partner Organizations

- **CLEER** to provide coaching to potential site hosts through ReCharge Colorado program.

## Related Resources

- **Funding**
  - Xcel Energy Programs
    - Income qualified and Higher Emissions Community charging rebates.
    - Multifamily EV Solutions programs.
    - EV Supply Infrastructure (EVSI) program.
    - EV Supply Equipment (EVSE) program.
    - Critical Peak Pricing program.
  - Colorado Energy Office Charge Ahead Colorado grants.
  - Federal EV Charging tax credits.
  - IIJA competitive Discretionary Grant Program for Charging and Fueling Infrastructure (CFI).

## Strategy PC-2: Install Public Charging at Public Facilities

This strategy involves using mapping and community input to prioritize public facilities for charging, apply for available grant funding, and install charging stations.

### Target Audience

- City departments
- Airport
- Bureau of Land Management
- Other governmental agencies
- City-owned recreational locations, including parks and trailheads

### Metrics

- **Number of charging stations installed at public facilities**

### Scope and Timeline

#### Q1 – Q2 2024

- Use existing mapping and location prioritization from [Strategy PC-1](#) to identify public facilities well situated for public charging.
- Conduct site assessments at each potential location to evaluate the feasibility and identify any electrical upgrades required.
- Request quotes for charging station installation, if necessary and appropriate.
- Identify applicable funding programs for charging at each location and evaluate the availability of agency match funds, if required.
- Determine and develop pricing structures for charging and payment system.

#### Q3 – Q4 2024

- Apply for grant funding to install charging at priority locations.
- Issue a request for proposals for the installation of charging stations, if necessary.

## Q1 2025

- Install charging stations at priority public facilities.
- Promote the opening and availability of new charging stations.

## Roles and Responsibilities

### City of Grand Junction

- Lead identification of public facilities well suited for public charging.
- Lead request for quotes, coordination of site assessments, application for grants, and project management of station installation.
- Lead promotion of charging stations once installed.

### Xcel Energy Partners in Energy

- Support the use of existing mapping and prioritization framework to identify public facilities in priority charging areas.
- Support the promotion of new charging stations, once installed, for example through the creation of flyers or other materials.

### Xcel Energy

- EV advisors to support site assessment and charging station installation process.

## Related Resources

- **Funding**
  - Xcel Energy Programs
    - Income qualified and Higher Emissions Community charging rebates.
    - EV Supply Infrastructure (EVSI) program.
    - Critical Peak Pricing program.
  - Colorado Energy Office Charge Ahead Colorado grants.
  - Federal EV Charging tax credits.
  - Infrastructure Investment and Jobs Act (IIJA) competitive Discretionary Grant Program for Charging and Fueling Infrastructure (CFI).
  - (Anticipated) Colorado Energy Office Community Access Enterprise programs.

## Strategy PC-3: Implement EV Parking Enforcement and Pricing Structure Best Practices

EV parking policy, pricing, and enforcement can be critical to making sure that charging is affordable and accessible and to ensure that stations are reliably available for use by EV drivers. This strategy involves the development and implementation of EV parking enforcement best practices, including consideration of beneficial pricing structures for charging.

### Target Audience

- City parking enforcement
- Businesses
- Residents

### Metrics

- **Charging station use and availability metrics**

### Scope and Timeline

Q1 – Q2 2024
<ul style="list-style-type: none"><li>• Inventory existing parking requirements and opportunities, including:<ul style="list-style-type: none"><li>○ Evaluate existing code requirements and restrictions related to the enforcement of EV charging spaces and the ability of the City to write tickets for violation.</li><li>○ Engage businesses with charging to understand existing pricing structures and how they were developed.</li></ul></li><li>• Research EV parking best practices, including consideration of:<ul style="list-style-type: none"><li>○ Compliance with State of Colorado parking and signage requirements established through HB19-1298.</li><li>○ Existing code requirements and restrictions related to the enforcement of EV charging spaces and the ability of the City to write tickets for violation.</li><li>○ Affordable charging rates, while deterring drivers from remaining in a parking space after they have completed charging.</li><li>○ EV charging space signage.</li></ul></li></ul>
Q3 – Q4 2024
<ul style="list-style-type: none"><li>• Based on research, develop best-practice guidelines for EV parking enforcement and pricing.</li><li>• Implement best practice guidelines for EV charging at City-owned facilities.</li></ul>
Q1 2025
<ul style="list-style-type: none"><li>• Evaluate opportunities for implementation and enforcement of updated EV parking policy based on best practice guidelines.</li></ul>

## Roles and Responsibilities

City of Grand Junction
<ul style="list-style-type: none"><li>• Lead inventory of existing parking requirements and opportunities.</li><li>• Lead engagement with businesses to understand existing parking and pricing structures.</li><li>• Co-lead development of best-practice guidelines for EV parking enforcement and pricing.</li><li>• Lead implementation of best-practice guidelines at City-owned charging.</li><li>• Lead evaluation of opportunities for EV parking policy.</li></ul>
Xcel Energy Partners in Energy
<ul style="list-style-type: none"><li>• Lead research into EV parking best practices.</li><li>• Co-lead development of best-practice guidelines for EV parking enforcement and pricing.</li></ul>
Partner Organizations
<ul style="list-style-type: none"><li>• <b>CLEER</b> to support the development of parking and pricing best practices.</li><li>• <b>Local colleges</b> (Colorado Mesa University / Western Colorado Community College) to support research into best practices (TBD).</li></ul>

## Related Resources

- **Informational and Capacity Resources**
  - Existing City of Grand Junction charging stations and resources.

## Strategy PC-4: Clarify and Streamline Permitting Process for EV Charging

For some homeowners and businesses, knowing where to start and what is required from a permitting perspective could be a barrier to EV charging installation. This strategy focuses on clarifying the permitting process for residential and commercial EV charging through the development of a “how to” guide and exploring opportunities to simplify site review.

### Target Audience

- Residents
- Developers
- Contractors
- Electricians

### Metrics

- **Average turnaround time for EV charging permit applications**
  - Establish a baseline and monitor going forward.

## Scope and Timeline

### Q1 – Q2 2024

- Evaluate current permitting processes to document current EV charging review processes and identify opportunities for simplification and/or streamlining.

### Q3 – Q4 2024

- Develop a public facing “how to” guide documenting when a permit is required for EV charging and the steps involved.
  - Include connection to other outreach materials developed through the implementation of [Strategy CA-1](#).
  - Incorporate learnings from the implementation of [Strategy PC-1](#) to inform identification of current gaps or pain points in the charging installation process.
- Engage electricians, businesses, and charging installers to review the guide and support distribution.

## Roles and Responsibilities

### City of Grand Junction

- Lead evaluation of existing permitting processes and identification of opportunities for clarification.
- Lead development of “how to” guide for EV permitting.

### Xcel Energy Partners in Energy

- Support the development of “how to” guide and connection to resources developed through the implementation of [Strategy CA-1](#).

### Partner Organizations

- **CLEER** to support evaluation of permitting processes in conjunction with GoEV City resources.

## Related Resources

- **Informational and Capacity Resources**
  - Example streamlined EV charging station permits and guidelines:
    - [City of Contra Costa, CA](#) Streamlined Permit Application
    - [Montgomery County, MD](#) Residential EV Charging Permitting Guidelines
    - [New York State](#) EV Charging Station Permitting Resources
    - [Commerce City, CO](#) Minimum Submission Documents
  - [GoEV City](#) resources.

## Longer-Term Public Charging Strategies

These Public Charging strategies were identified as important by the EV Action Team and the community but are not currently slated for implementation in 2023 – 2024.

Strategies may be brought forward earlier depending on funding and capacity.

- **Regional Coordination for EV Infrastructure.** Work with public and private partners operating outside of city limits to promote regional charging stations, identify charging gaps, and explore opportunities to enhance the regional charging network.
- **Innovative Charging Solutions.** Explore opportunities to pilot innovative charging solutions such as vehicle-to-building technology.
- **EV Charging Accessibility Standards.** Develop and implement accessibility standards for all charging stations, above and beyond ADA requirements.
- **Mobility Connections.** Connect EV charging with other mobility options, for example through the co-location of shared micromobility hubs and charging infrastructure.
- **Multifamily Charging Outreach and Resources.** Provide targeted outreach and resources to multifamily property owners and managers to support the installation of charging.





## Fleet Electrification (FE) Focus Area

In addition to personal vehicles and e-mobility options, transportation electrification also has potential benefits for fleet operators, including lower and more reliable fuel costs and reduced maintenance needs. Fleet electrification by local public agencies can also serve as an example to the rest of the community of the potential application and benefits of EVs.

### Strategy FE-1: Evaluate Opportunities for Municipal Fleet Electrification

As detailed in the **Where We Are Now** section of this plan, the City has made a start toward electrification with two passenger EVs, two electric forklifts and ninety-six electric golf carts already in the fleet. The City also has two electric lawn mowers, 2 Ford-E cargo vans, and an electric recycling truck on order. Additionally, the City was an early adopter of Compressed Natural Gas (CNG) fleet vehicles, fueled using methane gas produced at the Persigo Wastewater Treatment Facility. In 2021, the City's CNG station underwent an upgrade to increase capacity and take advantage of a growing supply of digester biogas. Since it is anticipated that CNG will continue to play an important role in fueling heavy-duty fleet vehicles, the City's electrification efforts may initially focus on light-duty fleet while taking advantage of medium- and heavy-duty opportunities as they arise.

At the time of plan development, the City is participating in Xcel Energy's Fleet Electrification Assistance Program (FEAP) which will analyze 36 fleet vehicles and provide recommendations to inform municipal fleet electrification going forward. This strategy involves completing FEAP and creating a plan for the implementation of the recommendations provided.

#### Target Audience

- City departments
- Airport
- Mesa County

#### Metrics

- **Percentage of light-duty EVs in City, Mesa County, and Airport fleet**
  - 12% light-duty fleet electrification by 2025 (TBC based on FEAP report and recommendation).
- **Percentage of zero-emissions vehicles in City, Mesa County, and Airport heavy-duty fleets**
  - Target for each entity to be developed based on FEAP recommendations and CNG fueling capacity/plans.
- **Impact of fleet electrification**
  - Establish a baseline for fuel use, cost, GHG emissions and monitor going forward.

## Scope and Timeline

<b>Q3 – Q4 2023</b>
<ul style="list-style-type: none"> <li>• City of Grand Junction to complete participation in Xcel Energy FEAP.</li> </ul>
<b>Q1 – Q2 2024</b>
<ul style="list-style-type: none"> <li>• Evaluate the feasibility of recommendations provided through FEAP participation.</li> <li>• Use FEAP results to inform the development of an implementation plan to guide municipal fleet electrification including: <ul style="list-style-type: none"> <li>○ Current vehicle type and age.</li> <li>○ Recommended replacement models.</li> <li>○ Replacement timelines.</li> <li>○ Infrastructure needs associated with fleet electrification.</li> <li>○ Available financial incentives.</li> <li>○ Budget request timelines.</li> </ul> </li> </ul>
<b>Q3 – Q4 2024</b>
<ul style="list-style-type: none"> <li>• Explore the development of EV purchasing guidelines to support fleet electrification implementation plan.</li> <li>• Begin implementing FEAP recommendations, for example through: <ul style="list-style-type: none"> <li>○ Preparation of budget requests to purchase light-, medium- and/or heavy-duty electric fleet vehicles and install fleet charging at municipal facilities in 2025.</li> </ul> </li> </ul>
<b>Q1 2025</b>
<ul style="list-style-type: none"> <li>• Purchase of electric fleet vehicles and installation of infrastructure to support fleet charging.</li> </ul>

## Roles and Responsibilities

<b>City of Grand Junction</b>
<ul style="list-style-type: none"> <li>• Lead participation in FEAP.</li> <li>• Lead development of a fleet electrification plan based on FEAP recommendations.</li> <li>• Lead evaluation and implementation of FEAP recommendations.</li> </ul>
<b>Xcel Energy Partners in Energy</b>
<ul style="list-style-type: none"> <li>• Support the development of FEAP implementation plan.</li> </ul>
<b>Xcel Energy</b>
<ul style="list-style-type: none"> <li>• Lead coordination and completion of FEAP analysis.</li> <li>• Support the development of FEAP implementation plan.</li> </ul>

## Related Resources

- **Funding**
  - Xcel Energy FEAP program.
  - Resources available to support the implementation of FEAP recommendations.
    - Higher Emission Community support and supplemental rebates.
    - Xcel Energy EVSI program.

- Xcel Energy EVSE program.
- Xcel Energy Critical Peak Pricing Program.
- CEO Fleet Zero-Emission Infrastructure Program.
- Colorado Department of Public Health and Environment (CDPHE) Clean Fleet Vehicle & Technology Grant Program.
- Federal EV and EV charging tax credit direct payments.
- Climate Mayors' EV Purchasing Collaborative discounts.
- IIJA competitive Discretionary Grant Program for Charging and Fueling Infrastructure.
- U.S. Department of Transportation Carbon Reduction Program administered through the Metropolitan Planning Organization.
- U.S. Department of Energy, Energy Efficiency and Conservation Block Grant Program.
- (Anticipated early 2023) U.S. EPA Diesel Emission Reduction grants.

## **Strategy FE-2: Provide Electric Mobility Training for City Leadership and Staff**

As the City begins to implement strategies identified in this Readiness Plan and prepare for both community-wide and fleet adoption, it will be important for City staff and leadership to be familiar with electric mobility technologies and processes. This strategy focuses on developing and implementing a training program for City staff to build awareness and support informed decision-making practices.

### **Target Audience**

- Planning staff
- Mechanics
- Vehicle operators
- Department Directors
- Finance staff
- Parking officers
- Elected officials
- Metropolitan Planning Organization (MPO)

### **Metrics**

- **Number of staff trained in each department**

## Scope and Timeline

Q1 – Q2 2024
<ul style="list-style-type: none"><li>• In coordination with the implementation of <a href="#">Strategy CA-2</a>, develop Electric Mobility 101 and targeted training materials for staff in different roles (e.g., planner, vehicle operator, leadership, etc.). Training could include:<ul style="list-style-type: none"><li>○ Financial costs and funding opportunities.</li><li>○ EV and electric mobility benefits.</li><li>○ EV operation and maintenance.</li><li>○ EV charging station operation and maintenance.</li><li>○ EV charging management software.</li><li>○ Permitting.</li><li>○ Parking best practices.</li></ul></li></ul>
Q3 – Q4 2024
<ul style="list-style-type: none"><li>• Develop an assessment or survey to evaluate completion and effectiveness of training.</li><li>• Deliver training program for City leadership and staff.</li><li>• Administer assessment or survey to evaluate completion and effectiveness of training.</li></ul>
Q1 2025
<ul style="list-style-type: none"><li>• Adjust training as needed based on year one evaluation.</li><li>• Ongoing annual training for City leadership and staff.</li></ul>

## Roles and Responsibilities

City of Grand Junction
<ul style="list-style-type: none"><li>• Co-lead development of training materials.</li><li>• Lead delivery of training program.</li></ul>
Xcel Energy Partners in Energy
<ul style="list-style-type: none"><li>• Co-lead development of training materials.</li><li>• Support delivery of training program.</li><li>• Connect the City with emerging Xcel Energy Transportation Electrification Plan (TEP) opportunities.</li></ul>
Partner Organizations
<ul style="list-style-type: none"><li>• Third party organizations to lead electric mobility training (TBD).</li></ul>

## Related Resources

- **Funding**
  - Colorado Department of Transportation ZEV Workforce Development Grant.
  - Colorado Department of Transportation E-Mobility Education and Awareness Grant.
  - Xcel Energy Commercial Workforce Training (anticipated in 2024 – 2026 Xcel Energy Transportation Electrification Plan).

- **Informational and Capacity Resources**
  - [CLEER](#) resources.
  - [Colorado Electric Vehicle Coalition](#) (CEVC).
  - [Colorado Municipal League](#) (CML).
  - FleetPros FleetCon conference taking place in Loveland in August 2023 includes numerous sessions on alternative fuel vehicles and EVs.

### Strategy FE-3: Conduct EV Fleet Assessments

Similar to a municipal fleet, there are potential benefits of fleet electrification for any fleet operator in Grand Junction. Any fleet based in Xcel Energy service territory with five or more vehicles is eligible to participate in the FEAP program. This strategy therefore focuses on recruitment and support of Grand Junction business and organizations to participate in FEAP.

#### Target Audience

- Businesses with fleets
- Colorado Mesa University (CMU)
- Hospitals
- Chamber of Commerce
- Delivery-focused businesses (e.g., materials/parts suppliers)
- Local public agencies

#### Metrics

- **Number of entities participating in FEAP**
  - Five additional participants by 2025

#### Scope and Timeline

<b>Q3 – Q4 2023</b>
<ul style="list-style-type: none"> <li>• Identify entities already participating in FEAP and other local fleet operators eligible to participate.</li> </ul>
<b>Q1 – Q2 2024</b>
<ul style="list-style-type: none"> <li>• Develop targeted outreach to encourage local fleet operators to participate in FEAP, for example:               <ul style="list-style-type: none"> <li>○ Toolkit or one-page overview to share with eligible entities.</li> </ul> </li> <li>• Work with existing channels to distribute to local businesses, for example:               <ul style="list-style-type: none"> <li>○ Present at Chamber of Commerce meeting.</li> </ul> </li> </ul>
<b>Q3 – Q4 2024</b>
<ul style="list-style-type: none"> <li>• Support interested entities to apply for and participate in FEAP.</li> </ul>

#### Roles and Responsibilities

<b>City of Grand Junction</b>
<ul style="list-style-type: none"> <li>• Lead identification of local fleet operators.</li> <li>• Lead distribution of outreach materials.</li> <li>•</li> </ul>

<b>Xcel Energy Partners in Energy</b>
<ul style="list-style-type: none"> <li>• Support identification of existing and potential FEAP participants.</li> <li>• Lead development of targeted outreach materials.</li> <li>• Support local entities' application for and participation in FEAP.</li> <li>• Monitor participation in FEAP, in coordination with the Xcel Energy team.</li> </ul>
<b>Partner Organizations</b>
<ul style="list-style-type: none"> <li>• Lead implementation of FEAP in coordination with local fleet operators.</li> </ul>
<b>Partner Organizations</b>
<ul style="list-style-type: none"> <li>• <b>Downtown Grand Junction, Horizon Drive Business Improvement District, Chamber of Commerce</b>, and other local business development organizations to support identification of, and outreach to, fleet operators.</li> <li>• <b>CLEER</b> to support fleet outreach through the ReCharge program.</li> </ul>

## Related Resources

- **Funding**
  - Xcel Energy FEAP program.
  - Resources available to support the implementation of FEAP recommendations:
    - Higher Emission Community support and supplemental rebates.
    - Xcel Energy EVSI program.
    - Xcel Energy EVSE program.
    - Xcel Energy Critical Peak Pricing Program.
    - CEO Fleet Zero-Emission Infrastructure Program.
    - Colorado Department of Public Health and Environment (CDPHE) Clean Fleet Vehicle & Technology Grant Program.
    - Climate Mayors' EV Purchasing Collaborative discounts.
    - Federal EV and EV charging tax credit direct payments.
    - IIJA competitive Discretionary Grant Program for Charging and Fueling Infrastructure.
    - U.S. Department of Transportation Carbon Reduction Program administered through the Metropolitan Planning Organization.
    - (Anticipated early 2023) U.S. EPA Diesel Emission Reduction grants.
- **Informational and Capacity Resources**
  - CLEER ReCharge coaching.
  - Drive Clean Colorado informational resources.

## Longer-Term Fleet Electrification Strategies

These fleet electrification strategies were identified as important by the EV Action Team and the community but are not currently slated for implementation in 2023 – 2024.

Strategies may be brought forward earlier depending on funding and capacity.

- **Explore Options for Transit Electrification.** Monitor new EV technology for buses and coordinate with Grand Valley Transit local and regional partners to identify electric buses that are suitable for transit serving the Grand Junction community.
- **EV First Vehicle Replacement Policy.** Adopt a vehicle replacement policy that prioritizes electric or zero emissions vehicles.
- **Regional Coordination for Fleet Electrification and Charging.** Coordinate with regional fleet operators to learn and share best practices and experiences with light-, medium-, and heavy-duty fleet electrification.



# HOW WE STAY ON COURSE



Successfully implementing the strategies identified in this EV Readiness Plan will require close coordination and collaboration between the City and its partners, along with regular tracking and reporting to ensure we stay on course.

The structure for implementation of this plan over the next 18-months will mirror that used in plan development, with a core Project Management Team meeting regularly to oversee day-to-day activities, regular coordination with a broader EV Action Team, and input from the wider community as necessary and appropriate, as shown in **Figure 11**.



Figure 11. Grand Junction EV Readiness Plan implementation structure.



Implementation of EV Readiness Plan strategies will be phased over the implementation period from Q3 2023 through Q1 2025 as shown in **Table 1**.

Table 1. Initial phasing of Grand Junction EV Readiness Plan strategies during the Q3 2023 - Q1 2025 implementation period.

Strategy	Q3 – Q4 2023	Q1 – Q2 2024	Q3 – Q4 2024	Q1 2025
Strategy CA-1: Launch an Electric Mobility Education Campaign				
Strategy CA-2: Engage Dealerships and Auto Shops				
Strategy CA-3: Support Electric Micromobility Adoption				
Strategy PC-1: Engage Potential Private Charging Site Hosts				
Strategy PC-2: Install Public Charging at Public Facilities				
Strategy PC-3: Implement EV Parking Enforcement and Pricing Structure Best Practices				
Strategy PC-4: Clarify and Streamline Permitting Process for EV Charging				
Strategy FE-1: Municipal Fleet Electrification				
Strategy FE-2: EV Training for City Leadership and Staff				
Strategy FE-3: Conduct EV Fleet Assessments				

## Tracking Progress

To ensure that this plan remains on track, the Project Management team will track and report key metrics identified in this plan on an annual basis.

### Overarching Metrics

Tracking the overarching metrics in **Table 2** will provide an understanding of strategy impact. Additionally, these metrics will provide insight into the development of Grand Junction’s EV landscape and be used to inform course adjustments, if needed. The

results may also be shared with Grand Junction City Council and the wider community to provide transparency around the implementation process and recognize the collaborative efforts of those involved.

Table 2. Overarching EV adoption and charging metrics.

Metric	Data Source
Light-Duty EVs on the road in Grand Junction zip codes and rate of adoption	Atlas Public Policy EValuateCO dashboard U.S. Census Bureau Zip Code Tabulation Area Population Data
Level 2 and DC fast charging ports in Grand Junction zip codes	Atlas Public Policy EValuateCO dashboard

### Strategy Level Metrics

The Project Management Team will also track the strategy-specific metrics in **Table 3** to monitor plan implementation progress.

Table 3. Grand Junction EV Readiness Plan strategy metrics.

Strategy	Metrics
Strategy CA-1: Launch an Electric Mobility Education Campaign	<ul style="list-style-type: none"> <li>Number of social media posts.</li> <li>Engagement with EV website pages and EngageGJ.</li> <li>Number of Xcel Energy EV purchase rebates issued.</li> <li>Number of people engaged at in-person events.</li> </ul>
Strategy CA-2: Engage Dealerships and Auto Shops	<ul style="list-style-type: none"> <li>Number of dealerships participating in Xcel Energy’s EV Dealer Network.</li> <li>Number of outreach events for dealerships.</li> <li>Number of EV maintenance trainings.</li> <li>EV share of most recent model year vehicle registrations.</li> </ul>
Strategy CA-3: Support Electric Micromobility Adoption	<ul style="list-style-type: none"> <li>Number of e-bikes and/or e-bike rebates provided.</li> <li>Engagement with e-bike website pages.</li> <li>Number of people engaged at in-person events.</li> <li>Participation in e-bike ownership programs.</li> </ul>
Strategy PC-1: Engage Potential Private Charging Site Hosts	<ul style="list-style-type: none"> <li>Number of charging stations installed.</li> <li>Use of installed charging stations.</li> </ul>
Strategy PC-2: Install Public Charging at Public Facilities	<ul style="list-style-type: none"> <li>Number of charging stations installed at public facilities.</li> </ul>

Strategy	Metrics
Strategy PC-3: Implement EV Parking Enforcement and Pricing Structure Best Practices	<ul style="list-style-type: none"> <li>Charging station use and availability metrics.</li> </ul>
Strategy PC-4: Clarify and Streamline Permitting Process for EV Charging	<ul style="list-style-type: none"> <li>Average turnaround time for EV charging permit applications.</li> </ul>
Strategy FE-1: Municipal Fleet Electrification	<ul style="list-style-type: none"> <li>Percentage of light-duty EVs in City, Mesa County, and Airport fleet.</li> <li>Percentage of zero-emissions vehicles at City, Mesa County, and Airport fleet.</li> <li>Impact of fleet electrification.</li> </ul>
Strategy FE-2: EV Training for City Leadership and Staff	<ul style="list-style-type: none"> <li>Number of staff trained in each department.</li> </ul>
Strategy FE-3: Conduct EV Fleet Assessments	<ul style="list-style-type: none"> <li>Number of entities participating in FEAP.</li> </ul>

### Adapting to a Changing Landscape

The strategy work plans included in this EV Readiness Plan were developed within the context of rapidly changing technologies, industry standards, and funding opportunities. It will be important to evaluate and update strategies throughout implementation, to reflect advancements and new offerings from the transportation industry, Xcel Energy, and state and federal resources. The Xcel Energy Partners in Energy EV Toolkit may be a good resource for solutions to address unexpected barriers that may arise, and any adjustments will be documented and shared with the broader group and community.

# APPENDIX A: COMMUNITY ENGAGEMENT SUMMARY



This EV Readiness Plan was developed through a nested engagement approach. In addition to regular project management meetings and three planning meetings with the EV Action Team, the City of Grand Junction also led broader engagement with the community throughout plan development. This Appendix provides a summary of EV Readiness Plan engagement.

## In-Person Community Engagement

City staff attended a number of events (**Table 4**) throughout the spring and summer of 2023 to gather input on electric vehicle readiness and draft plan concepts. In total, over 160 community members were engaged at these events.

Table 4. In-person community engagement events related to the development of this EV Readiness Plan.

Event/Meeting	Date/Time	Location
<b>Beers, Bikes, and Electric Vehicles</b>	Mar 14 6 - 7:30 pm	Kannah Creek Edgewater Brewery
<b>Hispanic Information Fair</b>	April 13 5:30-7:30 pm	Mesa County Library Central Branch
<b>Southwest Arbor Fest</b>	April 22 9 am – 5 pm	Lincoln Park
<b>EV Ride and Drive</b>	April 30 1 – 5 pm	Lincoln Park Barn
<b>Student Presentation</b>	May 10	Colorado Mesa University
<b>EV Readiness Plan Open House</b>	May 24 5:30 – 7:30 pm	Bookcliff Activity Center

## EngageGJ

In addition to in-person engagement, the City used a newly launched online engagement platform, [EngageGJ](#), to gather additional feedback from community members.

Throughout the development of the EV Readiness Plan, the City used the EngageGJ platform to provide information about EVs along with updates related to plan development and opportunities to provide input. The EV program site included polls, a community forum, a survey, and an interactive map to which community members could add potential charging station locations. **Figure 12** summarizes interaction with the EngageGJ platform as of June 11, 2023.



Figure 12. EngageGJ engagement statistics as of August 20, 2023.

### Public Comment Period

The Draft EV Readiness Plan was posted for public comment from July 21<sup>st</sup> to August 16<sup>th</sup>, 2023. In total, 8 public comments were received and all were reviewed by the project management team and integrated into the final plan document as appropriate.

### Focus Groups and Interviews

City of Grand Junction staff engaged stakeholders and community partners through three focus groups and six interviews with key personnel to gain input on EV readiness to inform strategy development. The results of these focus groups and interviews are summarized in the following pages. Note that these summaries reflect the conversation that took place and the input of the participants and opinions may therefore not be representative of the City of Grand Junction or Xcel Energy.

#### Focus Group: Auto Dealers & Servicers (May 10, 2023)

##### Participants:

- Kevin Lemarr, Western Slope Auto (Ford, Lincoln, Toyota)
- Mike Nixon, GJ Chrysler, Dodge, Jeep, Ram
- Chris Haugen, Discovery Auto Group
- Trish Bobbitt and Jose Hernandez, Modern Classic Motors

##### Key Takeaways:

- Significant dealer skepticism about adoption in Grand Junction, about the performance of EVs, and the pre-owned EV market.

- Interest in Xcel Qualified Dealer Network; manufacturer/new dealers following the direction of manufacturers into EVs, the perceived direction the entire market is going.
- Education needed for dealers and their customers.

**Summary of Input:**

<b>Barriers to EV Adoption</b>	<b>Opportunities in EV Adoption</b>
<ul style="list-style-type: none"> <li>• A lot for dealer and servicer to learn, especially an independent dealer who needs to deal with multiple manufacturers' different technologies. Need to retrain service staff, add service infrastructure. Risks in working on electrical systems in EVs.</li> <li>• Battery concerns—environmental impact and performance in our climate &amp; given the interest in off-road/recreational driving in the area. No effective charging or performance in cold.</li> <li>• Customer range anxiety.</li> <li>• Not enough charging infrastructure.</li> <li>• Hard to service Teslas; no service available in our area for brands like BMW and Mercedes.</li> <li>• Higher consumer costs; maintenance costs 3-4 times higher with EVs.*</li> <li>• \$2 million lot upgrade to add chargers, with utility difficulties.</li> <li>• For pre-owned dealer, it's still unclear how much resources should be devoted to EVs (interest in charging station, but cost is high for current EV volume).</li> <li>• Pre-owned market is hard due to new-buying incentives, supply, battery concerns (end of warranty), and worry that newer technology will devalue current models.</li> <li>• Need to replace gas tax revenue and build out more resilient</li> </ul>	<ul style="list-style-type: none"> <li>• Already having success transitioning ICE drivers into PHEVs (Jeep PHEVs).</li> <li>• Increasing number of customers seeking EVs at independent dealers.</li> <li>• Tesla owners specifically demonstrate less range anxiety and more comfort that they're the safest bet in EVs (pre-owned).</li> <li>• EVs are the future and manufacturers are pushing them.</li> <li>• Seeing EV buyers looking to use EVs as a secondary/in-town vehicle.</li> <li>• Intentional new EV buyers are knowledgeable about vehicle models but benefit from education on owning and operating conveniently (noted lack of interest in EVs in local Hispanic/Latino customers).</li> <li>• Independent dealerships interested in hosting charging equipment that would also benefit nearby restaurants, and businesses. They would like help in this from the City, especially in coordinating with utility.</li> </ul>



infrastructure because of EV weight and battery fires.

### Focus Group: Grand Junction Tourism Sector (May 11, 2023)

#### Participants:

- Kyra Seppie, Event Coordinator, Downtown Development Authority
- Jonathan Purdy, Executive Director, Horizon Business Improvement District
- Brian Oliver, General Manager, Rockslide Brew Pub
- James Stover, Business Development Manager, GJ Adventures

#### Key Takeaways:

- Strategic placement of EV charging equipment and information for visitors about how to find it, along with connections provided by infrastructure or micromobility between attractions and hotel areas, will make the city even more appealing to visitors and maintain a profitable positive reputation for travelers using these modes.
- Excitement, with some safety concerns, about more incorporation of electric mobility (e-bikes and e-scooters) with visitors' trips to city, and in coordination with EV charging.
- The plan should strive for fairness and equity/equitable access to EVs and electric mobility.

#### Summary of Input:

Barriers to EV Adoption	Opportunities in EV Adoption
<ul style="list-style-type: none"><li>• Hoteliers mostly don't think they need EV charging equipment yet, and those that don't advertise it and hold it only for guests.</li><li>• Ample EV charging infrastructure would need to be well located at parks, destinations, and hotels for ease and flow of visitor travel (not all within city limits).</li><li>• Need EV charging spot enforcement in the DDA area (parking a persistent issue here).</li><li>• Perceived lack of coherent mapping for visitors to locate charging sites and possible EV servicers. A need to create a digital tool or landing page for this purpose (and hard copy, for DDA, Horizon, and Visit GJ offices).</li></ul>	<ul style="list-style-type: none"><li>• Grand Junction becoming a destination, not just a stop-through, so there is an opportunity to keep up with the EV transition to keep visitors coming and returning (noted that 60% of activity guests are now from outside the Grand Junction area).</li><li>• Outdoor activity visitors (hiking, rafting, biking, etc.) already lean environmentally and, thus, will tend to skew toward EV driving.</li><li>• EV readiness will be part of reputation management and our status as a destination, even at the level of which charging speeds are available in which</li></ul>

- Concern about safety of putting tourists on e-bikes, although in general the idea is appealing. Also concerned about how unreceptive much of our community is to bikes and e-bikes on the roads (would love to see canal roads used for this)..
- Currently no signage from the interstate to indicate charging capacity.
- Tension between local and tourist traffic (involving the “free” parking of the Avalon EV charging station).
- Hoteliers don’t have time and ability to find, apply for, and report on technical grants for EV charging equipment. Up-front costs are also often prohibitive without grants.
- Businesses without their own parking require public/private partnerships if City-owned parking is nearby, would still need to benefit.
- locations (logical, strategic placement).
- Co-locating charging equipment for through-travelers with local businesses, or at locations of their intended activities (e.g., river, trailheads), can help generate revenue and that positive reputation.
- Adding information on chargers into descriptions of hikes, etc., that we already put in our marketing materials.
- Huge interest in e-bike movement, including e-mountain biking, as well as in other micromobility in the area. Also glad to see this plan includes other electric mobility.
- Opportunity to connect area tourism businesses and area contractors who install EV charging equipment.

### Focus Group: Multifamily Housing Developers (May 12, 2023)

#### Participants:

- Kyle Oberkoetter, Four Points Funding
- Krista Ubersox, Grand Junction Housing Authority
- Brian Shiu, Anthony Properties
- MacKenzie Thorn, Sweeney/Aspen Starwood
- Ashley Chambers, City of Grand Junction Housing Division

#### Key Takeaways:

- Agreement that EV ownership rate will continue to increase and affect property development; desire to prepare but without overspending or investing in equipment that becomes obsolete.
- Parking at properties generally is designed to meet the code of municipality; concern about code requirements for EV charging equipment.
- Backend infrastructure costs, complications of working with utility, and the time required to find, apply, and report on grants are barriers to doing more than making EV-capable parking at developments.

#### Summary of Input:

**Barriers to EV Adoption**

**Opportunities in EV Adoption**



- Anticipated difficulties in operating charging equipment and lack of assistance/direction from grantor and CLEER coach on how to operate led to refusal of grant award (property w/ dedicated parking).
- Anticipate that staff will be necessary to comply with grants that fund the installation of charging equipment.
- Large expenses incurred between charger site and source of electricity, not covered by grant amount for charger equipment.
- While aiming for particular AMI markets, price of charging equipment may raise rents too much.
- Concern about equipment becoming obsolete in 5 or 10 years.
- Low apparent utilization at two present sites (unsure if data is available at one of these).
- Concerns about indoor charging of e-bikes (fire risk if left plugged in too long), damage from hauling e-bikes in and out.
- Existing chargers needing consistent maintenance.
- Preparing properties for the future.
- Subcontracting EV equipment work is simple.
- Awareness of an experience with state-level charging equipment incentives.
- Environmental benefits.
- Charging equipment could be a community amenity.
- Interest in encouraging modes of non-vehicle travel, reducing vehicle miles traveled; choice of where to develop properties made about to non-vehicle forms of travel.
- Bike path access/proximity, bike storage, and other forms of mobility welcomed by group; two have GJ properties with bike storage on site.

### **Interview: Alternative Electric Mobility (June 5, 2023)**

#### **Participants:**

- Henry Brown, Mobility Planner, City of Grand Junction

#### **Key Takeaways:**

- Huge potential to expand mobility and micromobility—and their accessibility—through electrification.
- Would like to see the EV readiness plan demonstrate consideration and due diligence on implementing range of electrified transportation and mobility throughout city, especially given the common concern from businesses and developers for “underparking” properties.

#### **Summary of Input:**

## Barriers to EV Adoption

- Weight of EVs much greater by size, so more momentum would be delivered into pedestrians and cyclists than ICE vehicles in the event of a collision, making them even more deadly for pedestrians and cyclists.
- Unlike with EVs, where there have already been steps toward unifying charging infrastructure, this is not the case at all with e-bikes (batteries not interchangeable, chargers look very different). This makes municipal/public charging much harder.
- Security issues come with e-bikes (it's easy to walk off with a stolen bike).
- Currently lacking in secure bike storage for first- and last-mile connections (with transit or otherwise). Considering locations with parking demand challenges like Powderhorn Ski Resort or the Mt. Garfield trailhead, secure bike storage paired with shuttle/transit travel could be highly effective.
- Significant public comment requesting bikeshare since launch of micromobility pilot, but operators have concern about profitability based on their experience with the costs and management, so this might require more active funding (e.g., RTPD, City, some company or organization like a hospital system).

## Opportunities in EV Adoption

- Air quality improvement for pedestrians and others traveling outside of a vehicle—reduced tailpipe emissions.
- There are increasingly available “neighborhood EVs” (also known as Low Speed Electric Vehicles or LSEVs) that could be appealing for in-town trips and are lower-weight, lower-speed vehicles. These would be a good in-town option for households who retain one ICE 4WD vehicle for trips into the mountains, etc., but there might also need to be incentives for their purchase and/or infrastructure that works well for them.
- Neighborhood EVs need more intentional thinking, and likely public outreach and education.
- As long as “electric vehicle” includes micromobility modes, then this plan is a huge opportunity. There is an untapped market in vehicles that can offer what many drivers only associate with vehicles as of now (e.g., cargo e-bikes). A lot of potential for mobility and micromobility is unlocked by going electric. In some places, accessibility vehicles specifically allowed on bike paths (roll-in wheelchair vehicles).
- Opportunity for fleet e-bike sharing program, similar to WeCycle in the Roaring Fork Valley or other examples, with unified charging, battery, and management platforms.
- Opportunity for fleet-oriented thinking in the plan (models like Denver and Colorado Carshare program). Developers have mentioned this here to offset

parking requirements, and City guidelines would help.

### Interview: City of Grand Junction Vehicle Fleet (June 9, 2023)

#### Participants:

- Tim Barker, Fleet Manager, City of Grand Junction

#### Key Takeaways:

- EVs in the fleet will likely offer some key maintenance and replacement advantages over ICE vehicles.
- There may be an initial phase in which actual real-world performance has to be proven with new vehicles and training will be necessary for staff and operators.

#### Summary of Input:

Barriers to EV Adoption	Opportunities in EV Adoption
<ul style="list-style-type: none"><li>• Buy-in from users/operators. Some will embrace while others will refuse to use or try to make sure they don't work (same happened with the CNG fleet vehicles at first). With reassurance that they will succeed, should be able to overcome this.</li><li>• Adequate charging stations, which we're working on currently.</li><li>• Determining which parts of fleet should remain CNG, which should go hybrid, and which fully BEV.</li><li>• Some remaining unknowns about performance under real-world use conditions (example of bike path sweeper, in which case the advertised life on a charge is 9 hours but an engineer from the company couldn't verify was true under normal use conditions).</li><li>• Training could be a challenge, depending on vehicles we choose, as we typically prefer factory (brand-specific) training and stick with that brand—as opposed to generic and more widely available courses. As long as training is</li></ul>	<ul style="list-style-type: none"><li>• Fuel savings.</li><li>• Hybrids/electrics more effective in idling, which is a huge help to workers.</li><li>• Less maintenance costs and time. Others with more electrified fleets state that much of the electrical diagnosis is simple. No engine oil, filters, and some other frequently-serviced components that ICE vehicles have.</li><li>• EVs in fleet could result in a simpler replacement policy and schedule (after the first phase, at least), as we will need to be more aggressive on replacement based on battery life and not based in the same lifecycle cost analysis we currently do. Because batteries have very clear warranty lives and the battery is half of the price of the vehicle, the need to replace will be clearer than with other vehicles.</li><li>• This is where vehicles are headed in general, and we will figure out a plan to make it work for us.</li></ul>

available, this should be no big challenge, and we plan to send a couple people to Mack for training on the incoming electric recycling truck.

- Since we have to go through our bidding process, we don't have the same opportunity as a private business to quickly react to one or two vehicles becoming available for sale on a shorter timeline than is currently available through factory supply chains—though supply chain for EVs is not any worse than for ICE vehicles at this point.

### Interview: Community Development & City Planning (June 5, 2023)

#### Participants:

- Nicole Galehouse, Interim Planning Supervisor, City of Grand Junction

#### Key Takeaways:

- City planning staff will need to review and ensure compliance with new state EV-ready code, so there will be a need to communicate regulations clearly, simply, and to create a staff process that is also simple and places the burden on the applicant's plan.
- Education will be needed to help bring compliance and cooperation on the development side, and it will also be needed to ensure homeowners are not surprised by impacts to their construction and/or renovation timelines and expenses.
- City codes must reflect our determined threshold for "major renovations," relative to the new state EV-ready code.

#### Summary of Input:

Barriers to EV Adoption	Opportunities in EV Adoption
<ul style="list-style-type: none"> <li>• Cost is the main barrier, despite grants, etc., especially when it comes to locating EV charging equipment in housing developments.</li> <li>• Another educational need regarding the new state code will be in explaining clearly to the development community of what is required, when, and where. This</li> </ul>	<ul style="list-style-type: none"> <li>• Education on costs and how doing it earlier will be beneficial (developers, homebuilders). Having infrastructure located initially—even just lines in ground—is a big opportunity and keeps costs low. Retrofitting is astronomically higher in cost, and those conversions will be challenging.</li> </ul>

will also be needed for homeowners, if purchasing a new-construction home (awareness that this is included in their construction documents, or their timeframe will be altered). This is also true for buyers of older homes who are planning renovations or homeowners planning to renovate their current homes.

- We will need to consolidate and adopt a standardized interpretation of what constitutes a “major renovation” under the new state EV-ready code, perhaps based on current nonconforming site threshold for consistency.
- The electrical permit that is impacted by the new state code comes after our internal processes, so if we want to get ahead of it, we need to check for these compliance issues while projects are under review (need to start catching these in October and November for March 1, 2024 deadline).
- Another education component comes with the new state EV code, which will be the biggest issue now. In our development code update process, there was a lot of pushback on lesser requirements. State regulations will help but there will be resistance, so if we can coordinate to maybe push cost-reduction grant/incentive programs to try to encourage it (and maybe help people see the costs on the front end are not completely burdensome), that could help. Previously, even when seeing actual financial numbers from a development project involving EV equipment, most of the zoning code committee initially resisted (and didn’t trust the numbers).

### Interview: Local Business (June 9, 2023)

#### Participants:

- Jorge Pantoja, Western Colorado Latino Chamber of Commerce, President
- Curtis Engelhart, Grand Junction Economic Partnership, Executive Director

#### Key Takeaways:

- City should overcommunicate with local businesses about the EV plan, from decisions made in its development through its implementation, also about financial benefits to EV adoption (fleet) and financial incentives available to purchase and operate EVs.
- EV education in business community a must.
- Business owners’ lack of history with and knowledge about EVs is a barrier, while long-term savings, budgeting, and customer service/customer experience would be benefits.
- Electric mobility (e-bikes and e-scooters) is great for businesses and community, both for employees and for visitors/customers.

#### Summary of Input:

## Barriers to EV Adoption

- Unknown, lack of experience with EVs, lack of awareness of benefits of EV ownership/operation, & lack of clarity on regulations involved.
- Incentives are difficult, cumbersome, confusing: there are many different types and they're time-consuming to find, apply for, and obtain—especially if a small business doesn't have a devoted accountant or finance person who can spend significant time on this. Can City provide technical assistance on this?
- Up-front costs initially dissuade business owners from considering EVs—especially given how many small businesses operate here.
- If business community doesn't feel that it has been kept informed of the planning process, more resistance and less acceptance can be expected.

## Opportunities in EV Adoption

- Education to businesses could help them see benefits in catering to EV-driving customers, as well as in owning and operating EVs.
- Many financial incentives available.
- Catering to EV-driving customers and/or operating EVs could be effective PR and marketing.
- EVs bring consistency in freight & transportation costs; independence from ebb and flow of gas prices, simplifying and clarifying budgeting processes.
- Early adopter businesses could show proof of concept for other area businesses, lead by example. Could City partner with them on education to others?
- E-bikes and electric micromobility a huge benefit to businesses; employees happier and perhaps remain more rooted in community & customers/visitors patronize wider variety of businesses in town via these modes; state e-bike incentive also a plus. Intrigued by carshare, potentially for employees in some businesses.
- Xcel Energy FEAP program could be a benefit to those in Xcel territory (though now mostly unknown to businesses).

### Interview: Streets, Infrastructure, and Parking (June 5, 2023)

#### Participants:

- Trent Prall, Director, Public Works Department, City of Grand Junction
- Kim Petek, Parking Coordinator, City of Grand Junction

#### Key Takeaways:

- We benefit from having significant infrastructural advantages and obviously desirable charging locations around the City that allow for other engagement while charging.
- Perceived parking shortage could be seen by some as worsened through sites being devoted to EV charging, and incentives and/or enforcement will be

needed to create charging site turnover, based on behavior seen at the current sites.

### Summary of Input:

Barriers to EV Adoption	Opportunities in EV Adoption
<ul style="list-style-type: none"><li>• Public parking is always a challenge. Some say we have too much and others say we have too little.</li><li>• Challenge in getting Xcel and other utilities coordinated to get the right kind of power exactly where we need it, where certain types of charging makes the most sense (at Las Colonias, several hundred feet of boring had to be performed).</li><li>• Need to incentivize and/or enforce parking component of EV charging so vehicles don't sit on charging spaces indefinitely. Would language in code need to be adapted/adopted to enforce this? New signage needed for this as well.</li><li>• Parking revenue loss through EV charging is a concern (could be addressed through charging fees?).</li><li>• Questions about why the private sector isn't filling the EV charging gap, and why a consolidated—rather than geographically dispersed—model for charging equipment might make sense in some ways.</li></ul>	<ul style="list-style-type: none"><li>• We have a lot of good infrastructure, a lot of good, well-dispersed access to Xcel's energy around downtown core with ample power (for Level 3 charging), and we have a lot of locations where someone could park and charge while shopping, recreating, or otherwise engaging in activities they choose (multipurpose locations).<ul style="list-style-type: none"><li>• Hope that having this EV plan in place will create a cohesive "master plan" for EV charging infrastructure and assisting with funding opportunities going forward.</li><li>• There are a lot of downtown parking lots, streets, and rights of way in the community that would lend themselves to EV charging.</li><li>• Locations like Rockslide parking lot (115 S. 5<sup>th</sup> Street) are highly visible and popular, so they would get used frequently and would also encourage adoption by other drivers (addressing range anxiety).</li></ul></li></ul>

### Interview: Alternative Electric Mobility (June 5, 2023)

#### Participants:

- Elizabeth Fogarty, Director, Visit Grand Junction

#### Key Takeaways:

- Collaboration between the EV Readiness Plan team and Visit GJ will be key in reaching both locals and visitors and communicating vital EV-related information. Mapping and/or a digital brochure that could be printed for Visit GJ offices should be consistent and might be most effective if developed collaboratively.



- The nature of driving-based tourism in Grand Junction and the marketing approach used by Visit GJ (spoke-and-wheel concept) mean that increasing adoption in the state and regionally will require City to be ready for a high rate of EV-driving visitors—or that it will only attract such visitors if equipped to accommodate their vehicles.

**Summary of Input:**

<b>Barriers to EV Adoption</b>	<b>Opportunities in EV Adoption</b>
<ul style="list-style-type: none"> <li>• Don't currently have research on characteristics of EV drivers, but would be interested in incorporating that into future market research. Clear that EV ownership skews to higher-earning households at this point.</li> <li>• No charging station at Visit GJ offices yet, but would love to have that to promote.</li> <li>• No current questions coming in about EV charging locations, and imagine drivers simply go to their usual apps to locate them, though visitors who enter Visit GJ offices love hard copy materials that could include EV-related information.</li> <li>• Sometimes there are complaints by locals that we've attracted too many tourists to trailheads and the parking lots are full (and potentially trails too busy), though they usually report trails are fine. Seen by this office as a parking problem, not a trail traffic problem. But there might be pushback on chargers at these locations for this reason.</li> </ul>	<ul style="list-style-type: none"> <li>• See electrification as a positive direction, especially to align with state initiatives along the byways and their increased investment in EV charging, which should continue to enhance tourism around the state.</li> <li>• Visit GJ encourages the "stay in GJ" spoke-and-wheel concept (stay here, drive there). Increased charging infrastructure makes this more affordable and convenient. Would like to see rental fleet move this way.</li> <li>• We already tend to attract higher-earning household visitors, so there is a match to assumed earnings demographics of EV-driving tourists.</li> <li>• Driving travelers are main component of GJ visitors (63-75% of summer visitors), and they tend to visit three destinations in the state during their trip (Colorado Springs, Denver, and Grand Junction, often).</li> <li>• A lot of potential to collaborate on outreach materials and to weave in EV charging information into marketing, so we should continue to communicate and collaborate on this plan and implementation. Also important to push out to our own residents consistently (about half of Visit GJ website visits are GJ residents). An EV charger map to display would be key.</li> </ul>



- Would love to have visitors experience a holistic, “full circle” of travel while here—like, “I can park my car here, plug it in, hop on a scooter, and go see other things I have in mind.”

# APPENDIX B: ELECTRIC VEHICLES 101



Since electric vehicles (EVs) are an emerging technology that is rapidly changing, it is important to ensure that everyone has a common understanding of the technology and terminology involved. This section explains the basics of currently available types of vehicles and charging stations and the associated uses, barriers, and benefits. Note, while electric options are available for medium- and heavy-duty vehicles, the descriptions provided in this section apply primarily to light-duty vehicles, which make up most of the electric vehicle market today.

## Electric Vehicle Basics

EVs refer to any vehicle that uses an electric motor. An EV can have a fully electric motor or can contain an internal combustion engine (ICE) that supports the electric motor. The travel range of each type are outlined in **Table 5** and are described in more detail in the following sections.

Table 5. Comparison of Types of Electric Vehicles

Electric Vehicle Type	Power Source	Travel Range
Battery Electric Vehicle (BEV)	Electric Motor	80 – 345 miles
Plug-in Hybrid Electric Vehicle (PHEV)	Electric Motor + Gasoline Engine	350 – 600 miles
Hybrid Electric Vehicle (HEV)	Electric Motor + Gasoline Engine	350 – 600 miles

## Battery Electric Vehicle (BEV)

A BEV is an all-electric vehicle that does not require gasoline and, thus, has no tailpipe emissions. BEVs are fueled by plugging into charging stations. Energy is stored in the battery to be used when the car is running. Distances that a BEV can travel on a single

charge range from 80 to 345 miles with longer distances promised in the future through continual advancements in battery technology. Recharging can take anywhere between 30 minutes to 12 hours depending on the type of charger, size of the battery, and level of depletion in the battery (Drive Change. Drive Electric., 2019).

### **Plug-In Hybrid Electric Vehicle (PHEV)**

A PHEV provides a combination of both an electric motor and a gasoline engine and produces less tailpipe emissions than a traditional gas-powered vehicle. PHEVs use energy from the electric motor until the battery charge is fully depleted, which can occur between 15 to 50 miles, at which point, the gasoline engine takes over. The distance that a PHEV can travel on a single charge and full tank of gasoline ranges between 350 and 600 miles. The battery is charged similarly to the BEV through a plug, and the fuel tank is filled by traditional gas station (Drive Change. Drive Electric., 2019).

### **Hybrid Electric Vehicle (HEV)**

Similar to the PHEV, an HEV has both an electric motor and a gasoline engine. In an HEV, the gasoline engine is used to power a generator, which powers the electric motor. The benefit of this set up is designed to switch from one power source to another to maximize both fuel efficiency and energy efficiency. However, the battery cannot be charged by an external electricity source, which means that the vehicle always relies on the gasoline engine.

## **Charging Stations**



EV charging stations are separated into three categories based on the speed at which the vehicle is charged: Levels 1, 2, and 3. Level 3 chargers are also known as DC fast chargers. The sections below detail the appropriate application for each charger type.

### **Residential Charging Stations**

Residents have two options for charging at home. Level 1 chargers use standard 120-volt AC outlets and can take 8 to 12 hours to fully charge a depleted battery. Level 2 chargers require a 240-volt AC outlet and can fully charge a depleted battery in 4 to 6 hours. Residents can charge during off-peak hours to reduce the impact on the grid.

**Table 6** provides a brief explanation along with the pros and cons of both types. All currently available EVs can use either charger type.

Table 6. Residential Electric Vehicle Charging Types

	LEVEL 1	LEVEL 2
		
Electric Current (AC)	120 volts <sup>5</sup> ; 20 amps <sup>6</sup>	208/240 volt; 30 amps
Charging Rate (miles range per hour of charging <sup>7</sup> )	2 to 5	10 to 20
Benefits	<ul style="list-style-type: none"> <li>• Uses standard residential wall outlet</li> <li>• Little to no investment in infrastructure required</li> </ul>	<ul style="list-style-type: none"> <li>• Quicker charging</li> <li>• Some models have available Wi-Fi controls to allow residents to take advantage of time of day electric rates</li> <li>• In the case of multifamily housing, the controls could be managed by a property manager.</li> </ul>
Drawbacks	<ul style="list-style-type: none"> <li>• Slower charging rate, but usually sufficient for residents who charge overnight</li> </ul>	<ul style="list-style-type: none"> <li>• Requires 240 Volt outlet or hardwired charger</li> <li>• Electrician likely required to install</li> <li>• Higher infrastructure cost investment</li> </ul>
Estimated Costs	Low to no cost	\$500 to \$2,000 (US DOE, 2019)

<sup>5</sup> Volts are a measurement of the force pushing the flow of energy through a charger. This measurement is determined by electricity supply. Standard household outlets provide 120 volts; outlets for dryers or other high-powered household equipment supply 240 volts.

<sup>6</sup> Amps are a measurement of the amount of electrical energy “flowing” through a charger. This is determined by the electrical load required by the equipment and can vary over time.

<sup>7</sup> Range per hour is a measurement of the miles an EV can travel on one hour of charge. This is generally applied to EV charging stations and expressed in terms of typical EV efficiency.

## Commercial Charging Stations

Commercial Level 2 and Level 3 chargers are most appropriate for commercial applications since the EVs are generally parked for shorter periods than residential applications. Level 2 chargers are the same as residential chargers and often have the option to include two charging ports at one station. Level 3, or DC fast, chargers require an industrial DC outlet of 480 volts and can charge batteries in 20 to 30 minutes. Many commercial chargers also come equipped with software that allows the user to control when vehicles are charging and may facilitate payment in public applications. **Table 7** shows the advantages and disadvantages of Level 2 and Level 3 chargers.

Table 7. Levels 2 and 3 Charging Infrastructure

	LEVEL 2	LEVEL 3 (DC Fast Charger)
		
Electric Current	208/240 volt; 30 amps (AC)	480 volts DC
Charging Rate (miles range per hour of charging)	10 to 25	Up to 180
Benefits	<ul style="list-style-type: none"> <li>• More economical than Level 3</li> <li>• Safe for long-term use</li> </ul>	<ul style="list-style-type: none"> <li>• Fastest charging option available</li> </ul>
Drawbacks	<ul style="list-style-type: none"> <li>• Slower charging</li> </ul>	<ul style="list-style-type: none"> <li>• Very expensive to purchase and install</li> <li>• Can cause degradation to EV batteries with frequent use</li> </ul>
Estimated Costs	\$500 to \$5,000 (US DOE, 2019)	As high as \$50,000



## APPENDIX C: FUNDING RESOURCE DETAILS



There is a wide range of existing and anticipated funding opportunities and incentives to support beneficial electrification. The following sections summarize key programs, grants, tax credits, and other financial incentives available as of June 2023 through Xcel Energy, the State of Colorado, and the Federal government.

The resources and funding available are changing rapidly. Visit [Drive Clean Colorado's website](#) for up-to-date information on available incentives and grant programs.

### Xcel Energy Rebates and Programs

- **Critical Peak Pricing Program** offers discounted rates for electricity used in charging electric vehicles, data insights, and monitoring.
- **EV Supply Infrastructure (EVSI) Program** offers low or no-cost installation of EV supply infrastructure, choice of pricing plan for charging, upfront consulting, and technical assistance. The program is open to fleets, workplaces, public charging stations, community charging hubs, and multifamily buildings.
- **Charger Service** is an option to pay a monthly fee for an Xcel Energy owned level 2 charger for multifamily, fleet, and workplace customers.
- **Small Business Rebate** offers a \$2,500 rebate for wiring costs for small businesses.
- **New Construction Rebate** offers an allowance of \$2,000 per charging port to support new multifamily construction for EV ready parking spots.
- **Income-Qualified Rebates** are available for eligible organizations. Qualifications vary depending on the organization type. Rebate amounts are determined by the organization type as well as the level and number of chargers installed.

- **Residential Programs**
  - **Charger and Wiring Rebate** offers \$500 or for income-qualified customers, a \$1,300 - 2,500 rebate for home wiring or a level 2 charger.
  - **EV Accelerate at Home (EVAAH)** Xcel Energy installs and maintains a level 2 charger for a monthly fee on bill, with no upfront cost.
  - **Optimize Your Charge (OYC) Program** rewards customers for charging at times that benefit the grid.
  - **EV Purchase/Lease Rebate** offers income-qualified customers \$5,500 for a new EV or \$3,000 for a pre-owned EV.
  - **EV Network Dealers** have information on Xcel Energy programs and can provide the EV rebate at the point of sale.

## Federal Incentives

### Clean Heavy-Duty Vehicles Grants and Rebates

\$1 billion in funding, including replacing heavy duty vehicles with EVs and associated charging infrastructure.

### Diesel Emissions Reduction

Funds grants and rebates that protect human health and improve air quality by reducing harmful emissions from diesel engines.

### Low or No Emission Vehicle Program

The Low or No Emission competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as the acquisition, construction, and leasing of required supporting facilities.

### Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

To build and repair critical pieces of our freight and passenger road, rail, transit, and port transportation networks. Criteria for innovation include electric vehicles.

### Charging and Fueling Infrastructure (CFI) Discretionary Grant Program

A competitive grant program distributing \$2.5 billion over five years to strategically deploy EV charging infrastructure and other alternative fueling infrastructure projects in urban and rural communities in publicly accessible locations, including downtown areas and local neighborhoods, particularly in underserved and disadvantaged communities.

### EV, Commercial Clean Vehicle, and EV Infrastructure Tax Credits

Up to \$7,500 Credit for new vehicles under 14,000 pounds, and for commercial vehicles above 14,000 pounds (up to \$40,000). EV chargers are eligible for a tax credit of up to 30% of the cost, or 6% in the case of property subject to depreciation (not to exceed \$100,000). Consumers who purchase qualified residential fueling equipment through December 31, 2023, may receive a tax credit of up to \$1,000.

## **State Incentives and Programs**

### **Colorado EV Tax Credit**

Up to \$5,000 credit for purchase or lease (minimum 2-years initial term) new vehicles with a manufacturer's suggested retail price (MSRP) up to \$80,000. Beginning January 1, 2024, Coloradans purchasing an EV with an MSRP up to \$35,000 will be eligible for an additional \$2,500 tax credit.

### **Charge Ahead Colorado**

A competitive grant program offers an 80% match for charging station costs up to \$9,000 for level 2 chargers and between \$35,000 and \$50,000 for DCFC chargers (depending on charger power output).

### **Direct Current Fast Charging (DCFC) Plazas**

A competitive grant program designed to increase access to high-speed charging in communities and along highway corridors across Colorado. The program offers enhanced incentives for projects located in disproportionately impacted communities, sites incorporating battery storage and for applicants proposing 3 or more stations along corridor a given Federal Highway Administration designated EV corridor.

### **Fleet ZERO**

Colorado's Fleet-ZERO is a competitive grant that supports charging for fleet owners and operators seeking to electrify their vehicles, as well as public and semi-public fleet charging sites and providers offering EV charging-as-a-service to fleets. The program prioritizes investments in disproportionately impacted communities and enhanced incentives for Qualifying Entities.

### **ZEV Workforce Development Grant**

This Colorado Department of Transportation (CDOT) grant addresses multiple challenges that Colorado and the wider mobility and electrification industry are facing: talent shortages, gaps in new skillsets, and the growing need for training due to technological advances.

### **Community Access to Electric Bicycles Grant Program**

This Colorado Energy Office will provide grants to non-profit organizations, local governments, tribal governments, and other community-based organizations to create e-bike programs that give e-bikes to low- and moderate-income Coloradans.

### **I-Codes Technical Assistance**

The Colorado Energy Office (CEO) offers free technical assistance for jurisdictions adopting 2021 I-Codes. Questions about building I-codes, how to review or inspect for a measure, how I-codes interact, or how to comply, can be submitted to CEO's free Code Helpline.

### **Clean Fleet Enterprise Clean Fleet Vehicle and Technology Grant Program**

Created to incentivize and support the use of electric motor vehicles and other clean fleet technologies by owners and operators of motor vehicle fleets. Includes a portfolio



to provide training and development of a clean transportation workforce to support the adoption of clean fleet vehicles for use in motor vehicle fleets.

**E-Mobility Education and Awareness**

This CDOT grant is designed to expand public awareness and education around EVs and increase public understanding of their benefits, capabilities, and availability.

**Community Access to Electric Bicycles Rebate Program**

This Colorado Energy Office program will implement a statewide e-bike rebate for low- and moderate-income Coloradans. CEO anticipates that rebates will be available to individuals in August. Rebate amounts will be based on income qualification and equipment type:

Income Tier	Base Incentive Amount	Equipment Incentive	E-Cargo Bike Incentive	Adaptive E-Bike Incentive
Low-Income (below <a href="#">80% of Area Median Income</a> )	\$1,100	+\$100	+\$300	+\$250
Moderate-Income (between 80% and <a href="#">100% of Area Median Income</a> )	\$500	+\$100	+\$300	+\$250

**Community Access Enterprise**

Programs to equitably reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles. It includes several programs.

**Vehicle Exchange Colorado**

State rebate program to encourage income-qualified Coloradans to replace high-emitting vehicles with EVs and other low-emitting mobility options. \$6,000 for eligible Colorado residents for purchase or lease of a new electric or plug-in hybrid vehicle, \$4,000 for purchase or lease of a used electric or plug-in hybrid vehicle. Program anticipated to launch August 2023.

**Community-Accelerated Mobility Project**

Develop mobility solutions that meet needs specific to local communities, including flexible funding that includes electric carshare, electric vanpool, community e-bike share, community charging infrastructure, and others.

**(Anticipated) eCargo Bike Commercial Delivery Pilot Program**

A pilot grant program available to community-based organizations, local governments, bike shops, delivery fleets, and others for replacing traditional delivery fleet vehicles with e-Cargo bikes. Grant program anticipated to open for applications spring 2023.

# ARE YOU ELIGIBLE FOR AN EV TAX CREDIT?

## All Colorado taxpayers are eligible for:



- New EV purchases or new lease agreements with an initial term of at least two years.
- MSRP under \$80,000

## Check with your utility too!

**Xcel Energy & Black Hills Energy:**  
Rebates for income qualified Colorado customers



Used EV purchases  
& leases for Xcel Energy customers only.



New EV purchases

**San Isabel Electric:**  
One rebate per residential or commercial member



New & Used EV purchases

## Buying a New EV?

YOU MAY ALSO QUALIFY FOR UP TO \$7,500 IN FEDERAL TAX CREDITS IF:

Your household's gross adjusted income is up to:

**\$150,000**  
Single or married, filing separately

**\$225,000**  
Head of household

**\$300,000**  
Married, filing jointly

The MSRP of your vehicle is up to:



Pick-up trucks, SUVs & vans



Other vehicles

Your vehicle is manufactured in:



Your battery component and critical minerals are:

Sourced from countries the U.S. has a Free Trade Agreement with.

Vehicles that don't meet battery requirements may be eligible for half of the federal tax credit up to \$3,750.

**LEASING A NEW EV?** Check with your dealership for a possible \$7,500 rebate.

## Buying a Used EV?

YOU MAY QUALIFY FOR UP TO \$4,000 IN FEDERAL TAX CREDITS IF:

Your household's gross adjusted income is up to:

**\$75,000**  
Single or married, filing separately

**\$112,500**  
Head of household

**\$150,000**  
Married, filing jointly

The vehicle is:



From a **Dealership**



Under **\$25,000**



**Never** been claimed as a used tax credit before



At least **2** years old

For more information on Colorado EV Tax Credits, visit: <https://evco.colorado.gov/>

Tax credit information as of July, 2023. The Colorado Energy Office does not offer tax advice. Please see a licensed tax professional for specific tax information.



Figure 13. EVCO Tax Credit Infographic (current as of July 2023, visit the EVCO webpage for up-to-date information)

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**RESOLUTION NO. \_\_\_-23**

**A RESOLUTION ADOPTING THE 2023 GRAND JUNCTION ELECTRIC VEHICLE  
(EV) READINESS PLAN**

Recitals:

In 2020, the City adopted the One Grand Junction Comprehensive Plan, addressing the community's vision, goals, objectives, and policies, while establishing a process for orderly growth and development. The One Grand Junction Comprehensive Plan called for the City to "anticipate and plan for the implications and opportunities associated with electric vehicles," as well as to plan for "[e]fficient and [v]aried [m]obility" options that would emerge with new, electrified technologies. Furthermore, the 2020 Comprehensive Plan's "Resource Stewardship" principle guides the City's effort to safeguard the quality of its air and other natural resources, an effort that will be aided by a reduction in vehicle tailpipe emissions, the largest single source of greenhouse gas emissions in Grand Junction. In addition, the 2020 Comprehensive Plan's principles, "Safe, Healthy, and Inclusive Community" and "Efficient and Connected Transportation" call for the City to provide equitable, safe, healthy environments and modes of transportation for community members.

In response, City staff have sought input from community members at a series of public events and via the City's public engagement website and coordinated with stakeholders including local automotive dealers, public utility providers, local and regional transportation planners and managers, business organizations, educational institutions, multifamily and affordable housing developers, as well as internal experts in mobility, transportation engineering, public works, and fleet management to develop the City of Grand Junction 2023 EV Readiness Plan.

The plan has been carefully and diligently considered and formulated, driven by community input and best practices for preparing the City to maximize local benefits of widespread EV adoption and to increase equitable access to affordable forms of electrified mobility in Grand Junction. The resultant plan provides relevant information, documents the public and stakeholder input that shaped it, and details strategies for the short-, medium- and long-term that will allow the City to flexibly prepare to thrive in the ongoing transportation transition.

The EV Readiness Plan communicates the challenges and opportunities presented by the ongoing technological transition in the transportation sector and provides a practical menu of programming to allow for flexible policy regarding electrified mobility.

The City Council and City staff will use the EV Readiness Plan to guide management decisions, raise public awareness, and prepare the City to benefit from widespread regional EV adoption. The overall purpose of the EV Readiness Plan is to ensure a balanced approach to the current changes in transportation technology. It is also designed to inform and empower both staff and the public to improve equitable access to clean transportation for Grand Junction community members.

The adoption of the plan does not constitute any decision or review of funding for all or part of the plan. Any such decisions will be made following future discussions and decisions with consideration of the City's budget and/or other available funding sources such as grants.

By and with this resolution, the City Council adopts, approves, and endorses the 2023 City of Grand Junction EV Readiness Plan.

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

The 2023 City of Grand Junction EV Readiness Plan is hereby approved and adopted as generally and specifically provided therein and in accordance with this resolution.

PASSED AND APPROVED this 6<sup>th</sup> day of September, 2023.

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk





## Grand Junction City Council

### Regular Session

Item #8.a.

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**Meeting Date:** September 6, 2023

**Presented By:** Greg Caton, City Manager, John Shaver, City Attorney

**Department:** City Manager's Office

**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

Discussion of and Possible Direction on Actions Concerning Resolution 75-23 Regarding the Public Improvements Funding Agreement for the Western Slope Metropolitan District, Grand Junction, Colorado

#### **RECOMMENDATION:**

City Council discussion and possible direction on action(s) concerning Resolution 75-23 regarding the Public Improvements Funding Agreement for the Western Slope Metropolitan District.

#### **EXECUTIVE SUMMARY:**

On August 16, 2023, City Council approved Resolution 75-23 conditionally approving the Public Improvements Funding Agreement (PI Funding Agreement) for the Western Slope Metropolitan District. On September 6, 2023, the City Council will review the matter to determine if the conditions have been satisfied and determine next steps.

#### **BACKGROUND OR DETAILED INFORMATION:**

On August 16, 2023, City Council approved Resolution 75-23 conditionally approving the Public Improvements Funding Agreement (PI Funding Agreement) for the Western Slope Metropolitan District (District). A copy of the Resolution and the PI Funding Agreement are attached. On September 6, 2023, the City Council will review the matter and determine if the conditions have been satisfied and determine next steps.

With the adoption and approval of Resolution 75-23, the City Council conditionally approved the execution of the PI Funding Agreement. The conditions of approval are that on or before 5 p.m. September 5, 2023, the Mesa County Board of Commissioners were to provide the City Manager with written evidence of the approval by Mesa County of an intergovernmental agreement, to be entered into by the County and the District,

that obligates the County to contribute \$4,430,000 on or before March 1, 2024 toward the Public Improvements for the District.

At the September 6, 2023 City Council meeting, the City Manager will update the City Council the Council will discuss the information that is presented and may provide further direction to the City staff.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

The motion, if any, will be determined by the information presented to and discussed by and with the City Council regarding the satisfaction or not of the conditions stated in Resolution 75-23.

**Attachments**

- 1. IGA-Western Slope Metro District-Funding of Public Improvements-08102023
- 2. RES-75-23-IGA-W Slope Metro District-08162023

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF GRAND JUNCTION  
AND  
WESTERN SLOPE METROPOLITAN DISTRICT  
REGARDING FUNDING OF PUBLIC IMPROVEMENTS

AND

CV NG, LLC

THIS INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF PUBLIC IMPROVEMENTS (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the **CITY OF GRAND JUNCTION**, a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado (the “City”) and the **WESTERN SLOPE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **CV NG, LLC**, a Colorado limited liability corporation (the “Developer”). The City, the District and the Developer may each be referred to herein separately as a “Party” and collectively, the “Parties”.

RECITALS

A. Consistent with the purposes for which it was organized, the District is in the process of obtaining financing for and constructing certain public improvements estimated to cost Twelve Million Five Hundred Thousand (\$12,500,000) Dollars authorized by its Service Plan approved by the City at a public hearing on August 16, 2023 (the “Public Improvements”).

B. The Developer owns the Property within the boundaries of the District more specifically described in Exhibit A attached hereto and incorporated herein by this reference (the “PIF Property”) and has agreed to advance funds for the design and installation of dry utilities to serve the PIF Property (the “Dry Utilities”) estimated to cost Four Hundred Thirty Thousand (\$430,000) Dollars (the “Dry Utility Costs”).

C. The City recognizes the need for the Public Improvements and the Dry Utilities and supports the proposed issuance of Bonds by the District, which will serve an important public purpose by funding necessary Public Improvements that will support retail development in the City and thereby furthering the health, welfare and economic development of the City and its inhabitants.

D. In furtherance thereof, the City has agreed to implement the Sales Tax Credit, defined below, so that Credit PIF Revenue, defined below, will be available to repay the Bonds issued by the District to fund the Public Improvements, to pay the General Fund Costs, as defined below, and to reimburse the Developer for the Dry Utility Costs plus interest (the “City

**Contribution**”) subject to the satisfaction of the Condition Precedent, defined below and set forth in this Agreement.

E. The legislature of the State of Colorado has adopted C.R.S. § 29-1-203 in order to authorize and enable local governments of the State of Colorado to enter into cooperative agreements, or contracts for certain specified purposes. The Parties intend this Agreement to constitute such an intergovernmental agreement as between the City and the District, and with respect to the financing and construction of the Public Improvements.

F. The County, defined below, is entering into the County Contribution IGA, defined below, with the District to be effective as of the date of this Agreement, pursuant to which the County is contributing \$4,000,000 towards the costs of the Public Improvements.

G. The City and the District desire to enter into this Agreement to establish the terms and conditions upon which the City will make the City’s Contribution and the District’s use thereof and as to how the County Contribution is to be applied towards the cost of the Public Improvements or the reduction of the Bonds.

H. The City and the Developer desire to enter into this Agreement to establish the terms and conditions upon which the Developer will advance the Dry Utility Costs and the City will reimburse the funds advanced by the Developer for the Dry Utility Costs.

**NOW THEREFORE**, in consideration of the foregoing and all of the terms and conditions contained herein, the City and the District agree as follows:

### **AGREEMENT**

1. Definitions. For purposes of this Agreement, the following terms have the meanings indicated below and in the Recitals:

(a) Anchor Tenant PIF Revenues. PIF Revenue received from a single tenant or owner of property within the District occupying a vertical building within the District’s boundaries in excess of 130,000 square feet.

(b) Annual Dry Utilities Reimbursement Payment. As defined in Section 5.(f) of this Agreement.

(c) Bonds. Bonds, notes, contracts or other multiple fiscal year financial obligations issued by the District that are (i) payable from the Net Credit PIF Revenues (ii) issued within the Credit PIF Period; and (iii) issued for the purposes of (a) funding Verified Eligible Costs or (b) refunding any outstanding Bonds, and (iv) the costs of issuance of the Bonds; and the costs of organization of the District. Bonds can be senior or subordinate obligations. At the time of issuance the Bonds must be structured to a 20 (twenty) year final maturity.

(d) Bond Participants. As defined in Section 6 of this Agreement.

(e) Bond Trustee. A state or national bank or trust company in good standing located in or incorporated under the laws of the State of Colorado that is authorized to exercise trust powers, which is selected by the District to serve as bond trustee in connection with the issuance of one or more series of Bonds.

(f) Cap Amount. Twelve Million Five Hundred Thousand (\$12,500,000) Dollars in Public Improvement Costs and Four Hundred Twenty Eight (\$430,000) Dollars in Dry Utility Costs.

(g) City Attorney. The City Attorney and his or her authorized designees.

(h) City Contribution. As defined in Recital D.

(i) City Council. The governing body of the City.

(j) City Dry Utilities Distribution. As defined in Section ~~\_\_\_\_\_~~5.(a)(v)(6) of this Agreement.

(k) City Engineer. The professional engineer designated by the City Manager to perform the obligations set forth in this Agreement.

(l) City Manager. The City Manager and his or her authorized designees.

(m) City Official(s). The City Manager, City Attorney, City Treasurer, City Engineer, City Planner and their authorized designees.

(n) City Planner. The City Planner and his or her authorized designees

(o) City Treasurer. The City Treasurer and his or her authorized designees.

(p) City's Contribution. As defined in Recital D.

(q) Cost Certifier. As defined in Section ~~\_\_\_\_\_~~8.(a)(i).

(r) County. Mesa County, a body politic and corporate of the State of Colorado.

(s) County Contribution. As defined in Section ~~\_\_\_\_\_~~2.

(t) County Contribution IGA. As defined in Section ~~\_\_\_\_\_~~2.

(u) CPI Adjustment. ~~TBD insert here.~~CPI Adjustment. Shall mean an adjustment to the General Fund Costs each year based on the percentage of increase determined according to the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, Denver-Aurora-Lakewood CO, All Items, Base Period 2023.

(u)



(v) Credit PIF. The component of the PIF that will be imposed at the rate of two percent (2%) pursuant to the PIF Covenant and that will be applied to Taxable Transactions before the calculation of sales taxes occurring during the Credit PIF Period and as otherwise provided in Section 5 of this Agreement.

(w) Credit PIF Period. As defined and more specifically set forth in Section 5(b) of this Agreement.

(x) Credit PIF Revenues. The revenues generated from the Credit PIF, which are to be utilized by the District during the Credit PIF Period for the purpose of funding, financing, or refinancing the Verified Eligible Costs and funding General Fund Costs.

~~(y) Credit PIF Revenue Fund. The Credit PIF Revenue Fund is the fund by that name defined in Section \_\_\_\_\_.~~

~~(z)(y) Developer. CV NG, LLC, a Colorado limited liability company.~~

~~(aa)(z) District Accountant. The qualified person or firm engaged by the District to perform governmental accounting services for the District.~~

~~(bb)(aa) Dry Utilities. As defined in Recital B.~~

~~(ee)(bb) Dry Utilities Costs. As defined in Recital B.~~

~~(dd)(cc) Effective Date. Means the date first written at the beginning of this Agreement.~~

~~(ee)(dd) General Fund Allocation. The total amount annually to be distributed to the District for payment of General Fund Costs from the first received Credit PIF Revenues in that year.~~

~~(ff)(ee) General Fund Costs. The costs incurred by the District for overhead, administrative and maintenance costs that will not exceed One Hundred Thousand (\$100,000) Dollars every fiscal year plus an annual CPI Adjustment beginning on January 1, 2025 and on January 1 every year thereafter.~~

~~(gg)(ff) Independent Engineer. An engineer experienced in cost verification engaged by the District who has not previously been engaged by the Developer and is not, during the term of this Agreement engaged by the Developer.~~

~~(hh)(gg) Net Credit PIF Revenues. The Credit PIF Revenues remaining after the cost of collection of the Credit PIF Revenues have been deducted and the distribution of the General Fund Allocation to the District for payment of General Fund Costs.~~

~~(ii)(hh) Out-lot Tenant PIF Revenues. PIF Revenue received from a single tenant or owner of property within the District occupying a vertical building within the District's boundaries less than 130,000 square feet in area.~~

~~(jj)~~(ii) PIF. The Credit PIF which are public improvement fees imposed by the Developer through Recordation of the PIF Covenant, the purpose of which is to contribute to the financing of the Public Improvements.

~~(kk)~~(jj) PIF Collecting Agent. The collecting agent for the Credit PIF Revenues pursuant to a PIF Collection Services Agreement as in effect from time to time as defined in the PIF Covenant.

~~(ll)~~(kk) PIF Collection Services Agreement. An agreement pursuant to which the District will contract with a PIF Collecting Agent for collection of the PIF Revenues in accordance with the terms and conditions of this Agreement.

~~(mm)~~(ll) PIF Covenant. That certain privately imposed Declaration of Covenants Imposing and Implementing the PIF to be recorded on the PIF Property in accordance with this Agreement.

~~(nn)~~(mm) PIF Property. The property that is subject to the PIF Covenant.

~~(oo)~~(nn) PIF Trustee. A state or national bank or trust company in good standing and incorporated under the laws of the State of Colorado authorized to exercise trust powers that is selected by the District, and approved by the City, and authorized to undertake the duties of the PIF Trustee as described in Section 5.(a)(iv) of this Agreement.

~~(pp)~~(oo) PIF Trustee Agreement. As defined in Section 5.(a)(iv) of this Agreement.

~~(qq)~~(pp) Public Improvements. As defined in Recital A.

~~(rr)~~(qq) Recital(s). Individually, one of the Recitals ~~numbered 1(a)~~ through (zz) above, and, collectively, all of the Recitals set forth above.

~~(ss)~~(rr) Record/Recorded/Recordation. The filing of an instrument in the office of the Mesa County, Colorado, Clerk and Recorder.

~~(tt)~~(ss) Refunding Bonds. Bonds issued to refund Bonds.

~~(uu)~~(tt) Revenue Fund. As defined in Section 5.(a)(v)(3) of this Agreement.

~~(vv)~~(uu) Sales Tax. The tax obligation on the sale of tangible personal property at retail transaction as more fully described in Section 3.12 of the Grand Junction Municipal Code.

~~(ww)~~(vv) Sales Tax Credit. The two percent (2%) credit against sales tax obligations on Taxable Transactions which the City will implement in accordance with Section 5 of this Agreement, the rate of which will be equivalent at all times during the Credit PIF Period to the rate of the Credit PIF.



~~(xx)~~(ww) Service Plan. The Service Plan for the Western Slope Metropolitan District approved by City Council by resolution on ~~August 16, 2023~~.

~~(yy)~~(xx) State. The State of Colorado

~~(zz)~~(yy) Taxable Transaction. The sale or provision of goods ~~or services~~ which are subject to City sales taxes.

(aaa)(zz) Verified Eligible Costs. Eligible Costs that have been reviewed and certified as being costs incurred for the Public Improvements or the Dry Utilities, and as being reasonable and comparable for similar projects as constructed or incurred in the Grand Junction/Mesa County Area by the Independent Engineer or the District Accountant, as further discussed in Section 4.

2. County Contribution. The County and the District have entered into an intergovernmental agreement effective as of the same date as this Agreement that obligates the County to contribute Four Million ~~(\$4,000~~Four Hundred Thirty Thousand (\$4,430,000) Dollars (the “**County Contribution**”) to be used for payment of the Public Improvements or for the repayment of Bonds used to fund the Public Improvements (the “**County Contribution IGA**”).

3. Use of County Contribution. Any part of the County Contribution received prior to the date of issuance of the Bonds shall be used by the District towards the payment of the Verified Costs of the Public Improvements. Any part of the County Contribution received after the issuance of the Bonds shall be used by the Districts towards the repayment of the Bonds.

4. Acquisition, Reimbursement or Construction of Public Improvements.

(a) Public Bidding. For all Public Improvements constructed by the District, the District shall follow all statutory procurement procedures applicable to the District, including the public bidding of the construction of the Public Improvements and will award the construction contracts for the Public Improvements to the lowest reasonable and responsive bidder. In addition the District will have the Cost Certifier provide a report on the amount of the monthly costs that are Verified Eligible Costs.

(b) Acquisition and Reimbursement of Costs of Public Improvements. No public bidding will be required by the Developer for any Public Improvements funded and constructed by the Developer. Prior to acquisition of any Public Improvements funded and constructed by the Developer and prior to any reimbursement to the Developer of any costs incurred related to the construction of the Public Improvements, the District will have the Cost Certifier provide a report on the amount of the monthly costs that are Verified Eligible Costs.

(c) Project Management Fees. Project management fees to be paid by the District on the Public Improvement costs will be negotiated between the Parties and will not exceed the amount certified by the Cost Certifier to be reasonable for the services provided.

(d) Contractor Indemnity. To the fullest extent permitted by Colorado law, for all Public Improvements constructed by the District the District shall cause contractor(s) to indemnify, defend and hold the District and the City and its affiliated entities or other persons or



entities designated by the District and the City and their respective directors, trustees, officers, members, managers, agents and employees (collectively, for purposes of this definition, the “**Indemnitees**”), harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property in such amount that is represented by the degree or percentage of negligence or fault attributable to the contractor and/or its agents, representatives, subcontractors, suppliers or any person for whom the contractor is responsible. In addition, the District shall cause the contractor(s) to indemnify, defend and hold the Indemnitees harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys’ fees and costs when the same, in whole or in part, results from or arises out of (i) any claimed failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to fully perform each and every provision of this contract; or (ii) any failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to pay for all labor, materials services, suppliers and equipment, which failure of payment results in any lien, encumbrance, demand or claim being made or asserted against the Public Improvements, the work or against the Indemnitees or any surety on the Public Improvements. The foregoing indemnification shall include, without limitation, any losses suffered by the Indemnitees resulting from a failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to comply with local, State or federal laws and regulations.

(e) Performance and Payment Assurances. For all Public Improvements constructed by the District the District shall cause the contractor(s) to furnish, prior to commencement of the work and at its sole cost and expense, performance and payment bonds. The purpose of such assurance is to provide a warranty on all improvements to be owned by the City or the District based upon the requirements of the City, contained in the Code or otherwise, and to assure prompt payment of all amounts lawfully due to all persons supplying or furnishing such person or such person’s subcontractors with labor, laborers, materials, rental machinery, tools, or equipment used or performed in the prosecution of work on the Public Improvements. Any assurance related to the warranty shall remain in effect until two (2) years after the date of final payment or, if to be accepted for ownership and maintenance by the City, until final acceptance by the City as provided in the City Code. All bonds shall be executed by sureties authorized to do business in the State of Colorado as listed in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each bond, security or assurance shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond. If the Surety on any bond furnished by contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Colorado, contractor shall, within ten (10) business days thereafter, substitute another bond and Surety acceptable to the District.

5. Credit PIF Revenues. In consideration of District’s agreement to utilize Net Credit PIF Revenues for the purposes set forth in this Agreement, the City will grant the Sales Tax Credit to retailers who are subject to and actually pay the Credit PIF to the PIF Collecting Agent during the Credit PIF Period in accordance with the terms and conditions of this Agreement.

(a) Implementation of Sales Tax Credit.

(i) Developer Recordation of PIF Covenant. The Developer agrees that within five (5) business days of the Effective Date of this Agreement the Developer will Record the PIF Covenant against the PIF Property.

(ii) Approval of Sales Tax Credit Ordinance. In order to implement the City's obligation under this Agreement with respect to the Sales Tax Credit, the City Council has adopted an ordinance amending the Code provisions regarding municipal sales tax to provide for and implement the Sales Tax Credit to be effective as of the date of full execution of this Agreement and the recording of the PIF Covenant against the PIF Property. Such Sales Tax Credit shall be automatic and will apply to the applicable retailer's first Taxable Transaction and payment of the Credit PIF Revenues to the PIF Collecting Agent. During the Credit PIF Period, the City will coordinate with the District, and the Developer ~~and the State of Colorado Department of Revenue~~ (i) to endeavor to assure that each retailer liable to collect and pay Sales Tax to the City on Taxable Transactions within the Property, that collects and pays the Credit PIF to the PIF Collecting Agent, will receive the Sales Tax Credit against such Sales Tax in the amount and at the rate of the Sales Tax Credit; (ii) to make any necessary modifications to the Sales Tax reporting forms for reporting with respect to the Taxable Transactions by all retailers within the PIF Property during the Credit PIF Period; and (iii) to appropriate and remit to the District any Sales Tax collections of the City that should have been part of the Sales Tax Credit, but were not collected by the PIF Collecting Agent due to the Department of Revenue's timing of implementation of the Sales Tax rate change for any retailer or any other reason. The transaction and payments supporting the Sales Tax Credit for any given period will nevertheless be subject to audit to the same extent, for the same limitations periods and in the same manner as the items which are required to be reported on the taxpayer's return relating to the period in which the transaction occurs.

(iii) Cap Amount. The City has established the Cap Amount based upon a review of the estimated Verified Eligible Costs for the Public Improvements and the Dry Utilities that are representative of their respective costs. The Cap Amount may only be amended by an Amendment of this Agreement pursuant to Section —,27.

(iv) PIF Trustee and Bond Trustee. The District will appoint a PIF Trustee (the "**PIF Trustee**") who will perform the duties set forth in this Agreement and in an agreement (the "**PIF Trustee Agreement**") that will be executed by the PIF Trustee and the District. After the issuance of any Bonds payable from the PIF Revenues, the PIF Trustee shall serve as Bond Trustee for such Bonds, or the District may appoint a different entity to serve as Bond Trustee, with the consent of the City. The Bond Trustee's duties shall be set forth in an indenture (the "**Indenture**") executed by the Bond Trustee and the District, which Indenture shall contain the provisions required in this Agreement and shall be subject to approval by the City in accordance with the provisions of this Agreement. The PIF Trustee Agreement shall provide, without limitation, the following minimum provisions, unless any such provisions are waived in writing by both the District and the City:

(1) Prior to the issuance of any Bonds, the PIF Trustee shall receive all Credit PIF Revenues from the PIF Collecting Agent and shall distribute the General Fund Allocation to the District and hold all Net PIF Revenues in a segregated account;

(2) The Net PIF Revenues shall be invested by the PIF Trustee as directed by the District and in accordance with applicable law;

(3) The PIF Trustee shall keep accurate books and records of all deposits of all Net PIF Revenues and investment earnings thereon, which books and records shall be available for inspection during regular business hours by the District and the City;

(4) The PIF Trustee Agreement shall not be amended with respect to the duties of the PIF Trustee's administration of the Net PIF Revenues without the prior written consent of the City; and

(5) Upon the issuance of Bonds payable in whole or in part from Net PIF Revenues and all moneys on deposit with the PIF Trustee shall be transferred to the Bond Trustee, if a different entity than the PIF Trustee, in accordance with the terms and provisions of the Indenture. Thereafter, all Net PIF Revenues will be deposited, invested and distributed in accordance with the terms and provisions of the Indenture.

(v) Indenture Provisions. Each Indenture authorizing the issuance of Bonds shall provide, without limitation, the following minimum provisions, unless such provisions are waived in writing by the District and the City:

(1) The net proceeds from all Bonds, except Refunding Bonds, (after paying costs of issuance, satisfying required deposits to debt service reserve funds, etc.) shall be deposited in a project fund, or similar fund established under the Indenture (hereinafter referred to as the "**Project Fund**"), and disbursed by the Bond Trustee upon proper requisitions received by the Bond Trustee from the District. Such requisitions shall set forth, at a minimum, the amount of District Bond proceeds being expended on Public Improvements;

(2) After all of the moneys on deposit in the Project have been disbursed in accordance with the Indenture, the Bond Trustee shall determine, based solely on the requisitions received from the District, the actual amount of Bond proceeds spent on Verified Eligible Costs, without including any investment earnings thereon (the "**Final Allocation of Proceeds**"). The Bond Trustee shall submit a written copy of the Final Allocation of Proceeds to the District and to the City;

(3) All Net Credit PIF Revenues, shall be distributed by the PIF Collecting Agent to the Bond Trustee with a report as to the source of the PIF Revenue as being from either the Anchor Tenant ("**Anchor Tenant PIF Revenues**") or from the Out-lot Retailers ("**Out-lot PIF Revenues**") and shall be deposited by the Bond Trustee in a revenue fund or similar fund created under the Indenture (hereinafter referred to as the "**Revenue Fund**");

(4) The Indenture shall create or establish a debt service fund or similar fund (hereinafter referred to as the "**Debt Service Fund**") to be used to make debt service payments on outstanding Bonds as the same become due;

(5) On or prior to each debt service payment date, the Bond Trustee shall determine the amount required to be transferred from the Revenue Fund to the Debt Service Fund to make the debt service payments on Bonds. The Bond Trustee shall transfer from the Revenue Fund to the Debt Service Fund an amount necessary to pay the debt service requirements on the Bonds then coming due as provided in the Indenture. The sums transferred from the Revenue Fund to the Debt Service Fund shall first be assumed to be from Anchor Tenant PIF Revenues and then from Out-lot PIF Revenues;

(6) Until the Dry Utilities Reimbursement has been completely paid, on December 22nd of each year beginning in 2024, the Trustee will distribute to the City any funds remaining in the Revenue Fund after moneys on deposit in the Revenue Fund have been used for the payment of that year's annual debt service requirements on outstanding Bonds that have a senior lien on the Revenue Fund and for (i) the replenishment of a reserve fund created for the security of Bonds; (ii) the funding of a surplus fund, if any; (iii) the payment of debt service on any subordinate Bonds; and (v) the payment of various fees and expenses related to the Bonds (the "**City Dry Utilities Distribution**");

(7) After payment by the City in full of the Dry Utilities Reimbursement, on December 22nd of each year, the Trustee will transfer any funds remaining in the Revenue Fund from Anchor Tenant PIF Revenues, if any to be used for prepayment of principal on the Bonds, after moneys on deposit in the Revenue Fund have been used for the payment of that year's annual debt service requirements on outstanding Bonds that have a senior lien on the Revenue Fund and for (i) the replenishment of a reserve fund created for the security of Bonds; (ii) the funding of a surplus fund, if any; and (iii) the payment of debt service on any subordinate Bonds;

(8) After payment by the City in full of the Dry Utilities Reimbursement, on December 22nd of each year, the Trustee will transfer any funds remaining in the Revenue Fund from Out-lot Tenant PIF Revenues, if any, to the City, after moneys on deposit in the Revenue Fund have been used for the payment of that year's annual debt service requirements on outstanding Bonds that have a senior lien on the Revenue Fund, as needed and for (i) the replenishment of a reserve fund created for the security of Bonds, as needed and; (ii) the funding of a surplus fund, as needed and if any; and (iii) the payment of debt service on any subordinate Bonds, as needed and if any;

(9) The Indenture shall provide that the sections thereof implementing the terms of this Agreement may not be amended in a manner materially inconsistent with the terms of this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed;

(10) The Indenture shall provide that no additional Bonds may be issued unless the District is in substantial compliance with all indentures authorizing the issuance of additional Bonds; and

(11) The Indenture shall provide that the District and the City have the right to inspect the books and records of the Bond Trustee during regular business hours.



(b) Duration of Credit PIF Period. The Credit PIF Period will commence for the Credit PIF on the date that the Sales Tax Credit becomes effective. The Credit PIF will continue until the District's repayment in full of all of Bonds issued for the purpose of financing, refinancing or reimbursing the Verified Eligible Costs, including any re-financing or re-issuance thereof, which net proceeds do not exceed the Cap Amount. The occurrence of subpart (ii) above shall be promptly certified by the District in a written supplement to the PIF Covenant recorded in the office of the Clerk and Recorder for Mesa County, terminating the Credit PIF. At the time of issuance of any Bonds, the District may request an extension of the Credit PIF Period if an extension of the Credit PIF Period is anticipated to result in a lower interest or other favorable terms for issuance of Bonds. The City will thereafter consider, but not be obligated to approve, an extension of the Credit PIF Period. No extension of the Credit PIF Period shall be effective unless approved by the City Council, and any such permitted extension of the Credit PIF Period will be memorialized by the recording of a supplement to the PIF Covenant in the office of the Clerk and Recorder for Mesa County, extending the duration of the Credit PIF.

(c) Disposition of Funds at the Termination of the Credit PIF Period. At the termination of the Credit PIF Period and after all Bonds are no longer outstanding under the terms of their respective indentures, if there are Credit PIF Revenues remaining on deposit with the Bond Trustee, the Bond Trustee shall remit all remaining Credit PIF Revenues to the District to be used to process the dissolution of the District and then to the City.

(d) Collection of PIF Revenues. The PIF Covenant requires the engagement of a PIF Collecting Agent. As more particularly set forth in a PIF Collection Services Agreement, the PIF Collecting Agent will be designated to receive the PIF Revenues on behalf of the District, to collect the PIF Revenues from retailers within the District's boundaries and remit all of the PIF Revenues, less the General Fund Allocation, to the PIF Trustee (prior to the issuance of Bonds) or to the Bond Trustee (while any Bonds payable from PIF Revenues remain outstanding). Following the City's adoption of a Sales Tax Credit ordinance as contemplated in Section 5 of this Agreement, the District and the PIF Collecting Agent will enter into a PIF Collection Services Agreement in a form mutually acceptable to the Parties.

(e) The District's Use of PIF Revenues. The District will cause the Public Improvements to be constructed prior to expiration of the Credit PIF Period using net Bond Proceeds up to the Cap Amount minus any amounts paid or owing for Dry Utilities as determined by the Cost Verifier. Subject to and pursuant to the provisions of this Agreement, the District may use Net Credit PIF Revenues for costs related to the issuance of Bonds and repayment of Bonds, as set forth in the indentures or agreements, as applicable, authorizing the issuance of and the security for Bonds, and for cash disbursements associated with and directly related to the design and construction of Public Improvements and payment or repayment of Verified Eligible Costs up to the Cap Amount minus any amounts paid or owing for Dry Utilities as determined by the Cost Verifier.

(f) The City Use of City Dry Utilities Distribution. The City will annually make payment, upon receipt of the City Dry Utilities Distribution, to the Developer towards repayment of the actual cost advanced by the Developer for the Dry Utilities Cost, plus seven (7) percent interest, to compound ~~annual~~annually from the date of payment by the Developer, until all amounts due in reimbursement to the Developer for the Dry Utilities Cost, plus interest, have

been repaid (the “**Annual Dry Utilities Reimbursement Payment**”). The City’s obligation to pay the Developer the Annual Dry Utilities Reimbursement Payment hereunder shall not constitute a debt or indebtedness of the City within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder to the Developer for Dry Utility Costs by way of the Annual Dry Utilities Reimbursement Payment or otherwise shall be at all times subject to annual appropriation by the City.

(g) Audits. Within thirty (30) days of completion, but not later than August 15 of each year during the Credit PIF Period, the District will provide to the City copies of its annual audit reports, year-end financial reports for the preceding fiscal year and budget for the current fiscal year, and will provide such other and additional information as reasonably requested by the City regarding the use of the PIF Revenues. Upon reasonable notice, the City will have the right at its own expense to audit the District’s books and records and the PIF Trustee’s and Bond Trustee’s books and records, and the District will have the right at its own expense to audit the City’s books and records and the Bond Trustee’s books and records, related to their respective obligations under this Agreement, including, but not limited to, the Public Improvements, the Sales Tax Credit and the Credit PIF Revenues, other District debt obligations and the District’s use of the Credit PIF Revenues. Nothing herein or elsewhere, however, shall obligate the City to furnish to the District confidential information that the City has obtained from the State or elsewhere.

(h) Audit of Retailers; Enforcement. Pursuant to the PIF Covenant, any person or entity who engages in a Taxable Transaction is subject to audit by the City or the District regarding Taxable Transactions that are subject to the PIF. The City and the District acknowledge that it is their intent to minimize their respective administrative costs and the administrative burdens imposed upon retailers within the District and agree that, in the event one of the Parties exercises its right to audit the Taxable Transactions of a retailer within the Public Improvements, it will provide the other party with the opportunity to cooperatively participate in such audit upon payment of fifty-percent (50%) of the audit costs, provided that such retailer provides its written consent to such cooperative audit to the extent such consent is required under the terms and conditions of the PIF Covenant or applicable law.

(i) If the PIF Collecting Agent is unable to collect all or any portion of the Credit PIF due to delinquency, deficiency or failure to file, such that the Sales Tax Credit is not received for any Taxable Transaction, the PIF Collecting Agent will notify the District of such fact. Upon receipt of any such notice, the District may, in addition to exercising all of its remedies under the PIF Covenant or otherwise, notify the City in writing and the City may institute the procedures authorized under the Code to enforce and collect the corresponding Sales Tax, together with any applicable interest, penalties and/or costs. The City will then remit any such collected tax revenues to the District, subject to annual appropriation by the City and subject to the further following conditions: (i) the City will be entitled to retain an amount equal to its costs incurred in enforcing its collection of taxes under the Code, as well as an administrative fee equal to ten percent (10%) of any tax and one hundred percent (100%) of any penalty and/or interest actually collected; (ii) the City does not guarantee or ensure that it will be able to collect any delinquent or deficient Credit PIF amounts; and (iii) under no circumstances



will the City be subject to any legal liability to the District, the Developer, or any Bond Participant on account of the City's failure to collect some or all of the delinquent or deficient Credit PIF obligations on behalf of the District or any Bond Participant. If the person or entity who failed to timely pay such Credit PIF subsequently remits the Credit PIF, such payment will result in the application of the Sales Tax Credit against such person or entity's tax obligation, which Sales Tax Credit will fully satisfy any corresponding liability to the City for unpaid sales or use tax. In such circumstances, the City will nevertheless be entitled to recover its administrative fee and any costs incurred in the enforcement and recovery of such Credit PIF Revenues.

(i) On an ongoing basis, the City, Bond Trustee, the District and the Developer will reasonably cooperate to implement the terms of this Agreement as they relate to application of the PIF, the Sales Tax Credit or otherwise implementing the Credit PIF Revenues commitment with respect to internet sales, mail order sales, and other similar transactions occurring within the Property (such as transactions deemed to have occurred within the Property because delivery is made within the Property) and which otherwise would be subject to the City's Sales Tax, including implementation of a means of the City accounting for the occurrence of such transactions and Sales Tax receipts derived therefrom, to the extent possible, it being understood that such transactions are a growing trend and that the means for adequately identifying, tracking and collecting Sales Tax and Credit PIF Revenues from such transactions may not presently be adequate but are expected to improve over time.

6. Legal Opinions. The District shall issue Bonds and the District, the District counsel, and the Bond Trustee ("**Bond Participants**") will rely on the City's commitments regarding the Credit PIF Revenues as set forth herein in connection with issuance and marketing of Bonds. Accordingly, each Party affirms and warrants for the benefit of the other Parties and the Bond Participants that it is fully authorized to enter into and execute this Agreement, that all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize its execution of this Agreement have been made, and that this Agreement is enforceable against such Party in accordance with its terms and conditions. Each of the Parties hereby covenants that it will not assert in any context that the performance of its obligations hereunder is not fully enforceable. On or prior to the seventh day after the Effective Date, the District and the Developer will deliver an opinion of their respective outside counsel addressed to the other Parties to this Agreement, solely with respect to this Agreement, which opinion will state in substance that, assuming this Agreement has been duly authorized, executed and delivered by the other Parties hereto, this Agreement constitutes a valid and binding agreement of such Party enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally and subject to the application of general principles of equity. The Developer's counsel will provide a similar opinion concerning the PIF Covenant at the time the PIF Covenant is recorded. Such opinions may also contain additional exceptions or qualifications as are agreed to in writing by the City and the District. With at least thirty (30) days' written notice by the District, ~~outside~~ counsel to the City will provide the District with ~~a similar~~ opinion letter concerning the enforceability of the City's commitments under this Agreement and the ordinance authorizing the Sales Tax Credit at the time of the issuance of any Bonds at the District's cost and expense. From time to time, a Party to this Agreement may otherwise request a new opinion from the other Parties' ~~outside~~ counsel at such requesting Party's cost and expense.

7. Third Party Beneficiary; Assignment. The Parties hereby express their intent and agreement that the Bond Participants will be made third-party beneficiaries of the City's obligations under this Agreement with respect to implementation of the Sales Tax Credit and the District's right to receive the Credit PIF Revenues. Additionally, the District will be entitled to assign its rights to receive the Net Credit PIF Revenues to the Bond Trustee in connection with the issuance of Bonds to finance Public Improvements. The District will provide prompt written notice to the City of any such assignment upon execution and delivery thereof.

8. Payment of Verified Eligible Costs.

(a) Verification of Incurred Costs.

(i) Developer Incurred Public Improvement Costs. The Developer has incurred eligible costs prior to the organization of the District in anticipation of this Agreement and may continue to incur eligible costs in anticipation of the future issuance of Bonds by the District. The Developer may be reimbursed from the proceeds of Bonds so long as the eligible costs have been verified by the District Accountant, Independent Engineer or other independent third-party reviewer approved by the District (collectively, the "Cost Certifier") as Verified Eligible Costs. The Developer shall provide to the District as built drawings for any completed Public Improvements that are not accepted for ownership and maintenance by the City; lien waivers and indemnifications, if appropriate, from each contractor, consultant and vendor, verifying that all amounts due has been paid in full, in a form acceptable to the District; copies of all contracts, pay requests, change orders, invoices, approved by the Independent Engineer, or District Accountant, as appropriate, and any other requested documentation to verify the amount requested; and an executed Bill of Sale conveying the Public Improvements to the District in form acceptable to the District and, if applicable, the City. The District shall work with the District Accountant, the Independent Engineer or other Cost Certifier to have prepared a certification of the Verified Eligible Costs. The District's obligation to repay the Verified Eligible Costs, minus any Dry Utilities Costs, plus interest thereon, to be accrued at the same interest rate on the Bonds issued from which the Verified Eligible Costs, minus any Dry Utilities Costs, will be repaid, from the date of expenditure through the date of repayment. The payment of interest shall not count against the Cap Amount as it is a cost of financing to be paid in addition to the Cap Amount.

(ii) District Incurred Eligible Costs.

(1) The District shall incur eligible costs and shall receive funding for Verified Eligible Costs from the net proceeds of Bonds in an amount which shall not exceed the Cap Amount.

(2) The District acknowledges that the total amount of Verified Eligible Costs to be paid from Credit PIF Revenues during the Credit PIF Period shall not exceed the Cap Amount. Therefore, the District shall provide an accounting of all Verified Eligible Costs paid directly from Credit PIF Revenues and from the net proceeds of spent on Verified Eligible Costs. The District shall provide the City, upon the City's written request, the complete reports, reports related to the Verified Eligible Costs and all backup documentation related to the Verified Eligible Costs paid from Net Credit PIF Revenues during the Credit PIF Period. The



District shall retain all reports and documentation related to the Verified Eligible Costs until the end of the Credit PIF Period.

(iii) Developer Advanced Dry Utility Costs. The Developer has advanced and will be advancing Dry Utility Costs incurred Eligible Costs prior to the organization of the District in anticipation of the reimbursement of the Dry Utility Costs by the City from the City Distribution. The Developer will provide to the District and the City copies of all contracts, pay requests, change orders, invoices, and any other requested documentation to verify the amount requested for reimbursement of Dry Utility Costs. The District will have the Cost Certifier review the documents submitted related to the Dry Utility Costs and will have the Cost Certifier review, and if appropriate, approve for payment. The District will not make payment of any Dry Utility Costs. The City will make the Annual Dry Utility Reimbursement Payment to the Developer as set forth above until the Dry Utility Costs, plus interest have been repaid.

9. Default by City. A “breach” or “default” by the City under this Agreement will be defined as the City’s failure to fulfill or perform any express material obligation of the City stated in this Agreement.

10. Default by the Developer and the District; No Cross-Defaults. A “breach” or “default” by the Developer or the District will be defined as such Party’s failure to fulfill or perform any express material obligation of that Party stated in this Agreement. No default or breach by the Developer or the District of any obligation of that Party under this Agreement will be construed as or constitute a default or breach of any other Party or constitute a basis for the City to assert or enforce any remedy against any Party other than the particular Party whose action or failure to act constitutes or gives rise to the default or breach. No default or breach by the Developer or the District of any obligation of that Party arising under any agreement other than this Agreement will be construed as or constitute a default or breach of this Agreement or constitute a basis for the City or the City to assert or enforce any remedy against any Party under the terms of this Agreement. No default by any Party to this Agreement in the performance of any obligation of that Party under this Agreement will constitute or be deemed to constitute a default of any obligation of that Party under any other agreement or to excuse the performance by any other Party under any other agreement to which that Party is a party.

11. Notices of Default. In the event of a default by any Party under this Agreement, the non-defaulting Party will deliver written notice to the defaulting Party of the default, at the address specified in this Agreement (as may be amended from time to time), and the defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the defaulting Party will have a reasonable period of time given the nature of the default following the end of the 30-day period to cure the default, provided that the defaulting Party is at all times within the additional time period actively and diligently pursuing the cure. Any claim for breach of this Agreement brought before the expiration of the applicable cure period will not be prosecuted by the non-defaulting party until the expiration of the applicable cure period and will be dismissed by the non-defaulting party if the default is cured in accordance with this Section\_\_\_\_\_.

12. Remedies. If any default under this Agreement is not cured as described in Section 11 of this Agreement, the non-defaulting Party will have the right to enforce the defaulting Party's obligations hereunder by an action for injunction or specific performance. In no event may the City interfere with, terminate or suspend the PIF Trustee's or the Bond Trustee's receipt of the Net Credit PIF Revenues or the Sales Tax Revenues or the City's obligations under this Agreement, including, but not limited to, its obligations with respect to the Credit PIF Revenues, the Sales Tax Revenues, the Sales Tax Credit or the Credit PIF during the Credit PIF Period. In no event may the City interfere with, terminate or suspend the District's receipt of the General Fund Allocation during the Credit PIF Period.

13. Amendment of this Agreement.

(a) Written Amendment Required. Except as otherwise set forth in this Agreement, this Agreement may only be amended, terminated or superseded by mutual consent in writing of each of the Parties hereto.

(b) Effectiveness and Recordation. Any such written amendment will be effective upon the later to occur of (i) execution by all required Parties or (ii) the effective date of the District's resolution approving such amendment. Promptly after any amendment to this Agreement becomes effective, the City will cause it to be Recorded as deemed necessary by the City. As between the Parties, the validity or enforceability of such an amendment will not be affected by any delay in or failure to Record the amendment as provided herein.

14. Recordation of Agreement. This Agreement will be Recorded promptly after execution by all the Parties hereto, and passage of resolution by the District authorizing such execution.

15. Attorneys' Fees. In the event any litigation or legal proceeding arises between the Parties out of this Agreement and is prosecuted to final judgment, then prevailing party will be entitled to recover all of its reasonable costs and expenses incurred in connection with such litigation, including attorneys' fees from the non-prevailing party.

16. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties hereto, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

17. Colorado Governmental Immunity Act. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by the law to the City, City Officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by the law to the District, District Officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended.



18. Reimbursement of City Costs. The Developer and the District shall be jointly and severally responsible for reimbursement of any and all reasonable and necessary costs incurred by the City in the preparation of this and any other actions to be taken by the City or its outside consultants to exercise its responsibilities or protect its rights under this Agreement.

19. Waiver. No waiver of one or more of the terms of this Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

20. Findings. The City hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety, and general welfare of the citizens of the City and the provisions of this Agreement are consistent with the Comprehensive Plan and development laws, regulations and policies of the City. The District Board finds that this Agreement is in the best interests of the District.

21. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining or substantially deprive such Party of the benefit of its bargain under this Agreement. The Parties will cooperate in reforming this Agreement to the extent required to most fully effect the intent of any such invalid, void or unenforceable term, provision, covenant or condition.

22. Further Assurances. Each Party will execute and deliver to the others all such other further instruments and documents as may be reasonably necessary or requested by another Party to confirm or clarify the intent of the provisions of this Agreement, and to carry out and effectuate this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of their rights and privileges under this Agreement.

23. Authority. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

24. Notices. All notices, demands and requests required or permitted to be given under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt, if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to the District:

Western Slope Metropolitan District  
c/o McGeady Becher P.C.  
450 East 17th Ave. Suite 400  
Denver, CO 80203  
Attn: Legal Notices  
E-Mail: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

With a copy to:

McGeady Becher P.C.  
450 East 17th Ave. Suite 400  
Denver, CO 80203  
Attn: Legal Notices  
E-Mail: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

If to the Developer:

Mark Goldberg  
Goldberg Properties Inc  
5415 Sunset Drive  
Bow Mar, Colorado 80123  
[mgoldberg@goldbergprop.com](mailto:mgoldberg@goldbergprop.com)

Brian Litke  
The Nichols Partnership  
1644 Platte St.  
Suite 130  
Denver, CO 80202  
[blitke@nicholspartnership.com](mailto:blitke@nicholspartnership.com)

Randy Nichols  
The Nichols Partnership  
1644 Platte St.  
Suite 130  
Denver CO 80202  
[rnichols@nicholspartnership.com](mailto:rnichols@nicholspartnership.com)

With a copy to:

Foster Graham Milstein and Calisher, LLP  
360 South Garfield Street, Suite 600  
Denver, CO 80230  
Attn: David Foster  
E-Mail: [david@fostergraham.com](mailto:david@fostergraham.com)

If to the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Grand Junction City Attorney's  
Office Manager

\_\_\_\_\_  
\_\_\_\_\_

250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: Greg Caton  
E-mail: gregc@gjcity.org

Grand Junction City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: \_\_\_\_\_ John Shaver  
E-Mail: \_\_\_\_\_

E-Mail: johns@gjcity.org

25. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado. Venue for any action arising out of or under this Agreement shall be in Mesa County, Colorado.

26. Recitals. The Recitals to this Agreement are incorporated herein by reference.

27. Modification. This Agreement may be amended, modified, or terminated at any time by a writing executed by the Parties hereto. Provided once the District has issued Bonds for the funding After issuance of the Public Improvements Bonds, this Reimbursement Agreement may not be amended without either an opinion obtained from the District's Bond Council confirming that such amendment will not materially affect any Bondholder or the written consent of \_\_\_\_\_% of the Bondholders, consent of the District Bond Trustee, if required by the documents pursuant to which the Bonds are issued.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

**CITY OF GRAND JUNCTION**, a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**WESTERN SLOPE METROPOLITAN DISTRICT**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

**CV NG, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Its: President  
Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Intergovernmental Agreement Regarding Funding Public Improvements was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

Legal Description of the PIF Property

CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. 75-23

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION, THE WESTERN  
SLOPE METROPOLITAN DISTRICT AND CV NG, LLC REGARDING THE FUNDING  
OF PUBLIC IMPROVEMENTS  
(THE "PI FUNDING AGREEMENT")

RECITALS:

The City of Grand Junction, Colorado ("**City**") is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado.

Consistent with the purposes for which it is being organized, the Western Slope Metropolitan District ("**District**") will be proceeding with the issuance of bonds upon its organization to fund certain public improvements ("**Bonds**") estimated to cost Twelve Million Five Hundred Thousand (\$12,500,000) Dollars authorized by its Service Plan approved by the City at a public hearing on August 16, 2023 ("**Public Improvements**").

CV NG, LLC ("**Developer**") intends to impose public improvement fees on certain sales and provisions of tangible personal property occurring within property within the boundaries of the District ("**PIF Property**") to contribute to the financing of the Public Improvements within the City ("**Public Improvement Fees**" or "**PIF**"); and

The obligation to impose the Public Improvement Fees shall be set forth in a Declaration of Covenants Imposing and Implementing the PIF to be recorded against the PIF Property by the Developer ("**PIF Covenant**"); and

The Developer has agreed to advance funds for the design and installation of dry utilities to serve the PIF Property ("**Dry Utilities**") in an amount estimated to cost Four Hundred Thirty Thousand (\$430,000) Dollars ("**Dry Utility Costs**").

The City recognizes the need for the Public Improvements and the Dry Utilities and supports the proposed issuance of Bonds by the District, which will serve an important public purpose by funding necessary Public Improvements that will support retail development in the City and thereby furthering the health, welfare and economic development of the City and its inhabitants.

In furtherance thereof, the City has amended its Sales Tax Ordinance to implement the Sales Tax Credit, defined in the PI Funding Agreement, so that Credit PIF Revenue, defined in the Public Improvements Funding Agreement ("**PI Funding Agreement**"), will be available to repay the Bonds issued by the District to fund the Public Improvements, to pay the General Fund Costs, as defined in the PI Funding Agreement, and to reimburse the Developer for the Dry Utility Costs plus interest ("**City Contribution**")

subject to the satisfaction of the precedent Condition of Approval, defined below and set forth in the PI Funding Agreement.

The Colorado legislature has adopted C.R.S. § 29-1-203 to authorize and enable local governments of the State to enter into cooperative agreements, or contracts for certain specified purposes. The City intends the PI Funding Agreement to constitute such an intergovernmental agreement between the City and the District, and with respect to the financing and construction of the Public Improvements.

The City Council finds the authorization to execute the PI Funding Agreement, contingent on the approval of the County of the County Contribution IGA, defined below, to be in the best interests of the citizens of the City.

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

Section 1. Authorization to Execute the PI Funding Agreement. In consideration of the Recitals, which are adopted and incorporated as substantive terms hereof, the City Council hereby authorizes the execution of the PI Funding Agreement upon the satisfaction of the Condition of Approval set forth below on or before 5:00 p.m. September 5, 2023.

(a) Condition of Approval. The receipt, on or before 5:00 p.m. September 5, 2023 by the City Manager of written evidence of the approval of the Mesa County Board of County Commissioners of an intergovernmental agreement to be entered into by the County and the District that obligates the County to contribute Four Million and Four Hundred Thirty Thousand (\$4,430,000) Dollars ("**County Contribution**") on or before March 1, 2024 toward the Public Improvements ("**County Contribution IGA**") together with the County Contribution IGA executed by the authorized representatives of the County.


Section 2. Rescission of Prior Inconsistent Resolutions. All prior Resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

Section 3. Effective Date. This Resolution shall be effective as of August 16, 2023, subject to the Condition of Approval being fully satisfied as provided herein.

Section 4. Publication. This Resolution shall be filed in the records of the City.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of August 2023.

CITY OF GRAND JUNCTION, COLORADO

By:   
\_\_\_\_\_  
Anna Stout  
President of the City Council

ATTEST:

By:   
\_\_\_\_\_  
Amy Phillips  
City Clerk

