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**CITY COUNCIL AGENDA
WEDNESDAY, SEPTEMBER 4, 2013
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 p.m.)

Pledge of Allegiance
Moment of Silence

Proclamation

Proclaiming the Month of September 2013 as “Suicide Prevention Month” in the City of Grand Junction

Certificate of Appointment

To the Urban Trails Committee

Council Comments

Citizen Comments

*Revised August 30, 2013
** Indicates Changed Item
*** Indicates New Item
® Requires Roll Call Vote*

***** CONSENT CALENDAR ***®****1. Minutes of Previous Meetings [Attach 1](#)**

Action: Approve the Summary of the August 5, 2013 Workshop, the Summary of the August 8, 2013 Workshop, the Summary of the August 19, 2013 Readiness Session, and the Minutes of the August 21, 2013 Regular Meeting

2. Setting a Hearing on the Bibeau Enclave Annexation, Located along D ½ Road between approximately 29 ¼ and 29 ½ Roads [File #ANX-2013-338][Attach 2](#)

A request to annex 16.10 acres of enclaved property, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads. The Bibeau Enclave consists of seven parcels and 0.26 acres of public right-of-way.

Resolution No. 57-13—A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as the Bibeau Enclave, Located Along D ½ Road Between Approximately 29 ¼ and 29 ½ Roads, Consisting of Approximately 16.10 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado and Exercising Land Use Control

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Bibeau Enclave Annexation, Located Along D ½ Road Between Approximately 29 ¼ and 29 ½ Roads Consisting Of Approximately 16.10 Acres

®Action: Adopt Resolution No. 57-13, Introduce a Proposed Annexation Ordinance, and Set a Hearing for October 16, 2013

Staff presentation: Brian Rusche, Senior Planner

3. Setting a Hearing on the Wild Enclave Annexation, Located at 3122 and 3124 E Road [File #ANX-2013-334] [Attach 3](#)

A request to annex 3.65 acres of enclaved property, located at 3122 and 3124 E Road. The Wild Enclave consists of two parcels and no public right-of-way.

Resolution 58-13—A Resolution of the City of Grand Junction Giving Notice that a Tract of Land Known as the Wild Enclave, Located at 3122 and 3124 E Road, Consisting of Approximately 3.65 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado and Exercising Land Use Control

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Wild Enclave Annexation, Located at 3122 and 3124 E Road, Consisting of Approximately 3.65 Acres

®Action: Adopt Resolution No. 58-13, Introduce a Proposed Annexation Ordinance, and Set a Hearing for October 16, 2013

Staff presentation: Brian Rusche, Senior Planner

4. **Setting a Hearing on Zoning the Cunningham Investment Company Annexation (Crispell Property), Located at 2098 E 1/2 Road** [File #GPA-2007-263] [Attach 4](#)

A request to zone the 27.7 +/- acre Cunningham Investment Company Annexation consisting of one unplatted parcel located at 2098 E 1/2 Road to R-E (Residential – Estate, 1 dwelling unit/acre) zone district.

Proposed Ordinance Zoning the Crispell Property, also known as the Cunningham Investment Company Annexation, to the R-E (Residential – Estate) Zone District, Located at 2098 E ½ Road

Action: Introduce a Proposed Ordinance and Set a Hearing for September 18, 2013

Staff presentation: Scott D. Peterson, Senior Planner

5. **Outdoor Dining Lease for Santos Enterprises, Inc. dba Café Sol Located at 420 Main Street** [Attach 5](#)

Santos Enterprises, Inc., located at 420 Main Street, is a new tenant occupying the former location of Fins Grill restaurant. As a new business entity, Santos Enterprises, Inc. is requesting a first-time Outdoor Dining Lease for an area measuring 164.50 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to include the leased area in their licensed premise and allow alcohol sales in this area. The outdoor dining area comprises the same enclosed sidewalk dining area that was occupied by Fins Grill.

Resolution No. 59-13—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Santos Enterprises, Inc. dba Café Sol

®Action: *Adopt Resolution No. 59-13*

Presentation: Harry M. Weiss, DDA Executive Director

6. **Acceptance of a State EMS Grant and Re-chassis of a Type III Ambulance**

[Attach 6](#)

The Fire Department has been awarded a State emergency medical services provider grant in the amount of \$71,081 to offset a total cost of \$142,162 to re-chassis a Life Line Type III Ambulance. The new unit will replace a 12 year old ambulance that has a history of mechanical and service issues.

Action: Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, CO in the Amount of \$142,162 for the Re-chassis of a Life Line Type III Ambulance and Authorize the City Manager to Accept the Colorado Emergency Medical Services Provider Grant Award of \$71,081 for this Purchase

Staff presentation: Ken Watkins, Fire Chief
Jay Valentine, Internal Services Manager

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

7. **Public Hearing—Amending the Grand Junction Municipal Code to Prohibit Retail Sale of Marijuana**

[Attach 7](#)

Amendment 64 to the Colorado State Constitution allows local governments to regulate or prohibit marijuana retail stores as well as cultivation, manufacturing, and testing facilities by ordinance or by placing a ballot measure on the General Election ballot. Based on direction previously provided by the City Council, Staff has prepared an ordinance prohibiting marijuana businesses in Grand Junction for the Council's consideration.

Ordinance No. 4599—An Ordinance Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores, and Amending the Grand Junction Municipal Code by the Addition of a New Section Prohibiting Certain Uses Relating to Marijuana

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4599

Staff presentation: John Shaver, City Attorney

8. **Federal Aviation Administration, Airport Improvement Program Grant #3-08-0027-51, Construct Terminal Building (Phase I, Including ARFF Bay), and Supplemental Co-Sponsorship Agreements** [Attach 8](#)

Grant #3-08-0027-51 is a draft grant for \$3,688,829 to Construct Terminal Building (Phase I, Including ARFF Bay). The Federal Aviation Administration requires the Supplemental Co-Sponsorship Agreement. This grant will expire on September 19, 2013 if not accepted.

Action: Approve the Grant, Authorize the Mayor and City Attorney to Sign the Original Grant Documents, Approve the Supplemental Co-Sponsorship Agreements, and Authorize the City Manager to Sign the Agreement

Presentation: Rex A. Tippetts, Director of Aviation

9. **Contract for the G Road Improvements from 23 ½ Road to 23 ¾ Road for the Community Hospital Medical Office Building** [Attach 9](#)

This is the contract award for the construction of a road widening on G Road in the vicinity of 23 ¾ Road. The road widening will provide for left turn lanes at 23 ¾ Road and the private entrance into the Medical Office Building complex located just west of 23 ¾ Road. The Medical Office Building complex is an ancillary development taking place in conjunction with Community Hospital's proposed development of their new hospital proposed for G Road and 23 ½ Road.

Action: Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction, Inc. of Grand Junction, Colorado for the Construction of G Road Improvements near the New Community Hospital Medical Office Building in the Amount of \$601,826.90

Staff presentation: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

10. **Public Hearing—2013 Supplemental Appropriation Ordinance** [Attach 10](#)

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2013 amended budgets.

Ordinance No. 4600—An Ordinance Making Supplemental Appropriations to the 2013 Budget of the City of Grand Junction

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4600

Staff presentation: Jodi Romero, Financial Operations Director

11. **Public Hearing—Amendments to Title 21 of the Grand Junction Municipal Code to Revise the Definition of Lot Coverage** [File # ZCA-2013-313] [Attach 11](#)

The amendments to Sections 21.03.030(e) and 21.10.020 will revise the definition of lot coverage by eliminating “and other impervious surfaces”.

Ordinance No. 4601—An Ordinance Amending Section 21.03.030(e) and 21.10.020 of the Grand Junction Municipal Code to Revise the Definition of Lot Coverage

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4601

Staff presentation: Lisa Cox, Planning Manager

12. **Non-Scheduled Citizens & Visitors**

13. **Other Business**

14. **Adjournment**

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

August 5, 2013 – Noticed Agenda Attached

Meeting Convened: 9:00 a.m. in the City Hall Auditorium

Meeting Adjourned: 4:58 p.m.

Council Members present: All Councilmember present. Staff present: Englehart, Shaver, Schoeber, Camper, Moore, Hazelhurst, Trainor, Watkins, Romero, Bowman, Ashbeck, Edwards, Tonello, Cox, Taylor, Franklin, Valentine, Prall, Starr, Rainguet, and Tuin.

Agenda Topic 1. HomewardBound of the Grand Valley Presentation Regarding a CDBG Grant Request

City Manager Englehart introduced HomewardBound Director Doug Karl who distributed copies of his presentation. Mr. Karl provided statistics and explained their strategic plan which they call their Guided Growth Plan. The plan includes remodeling the existing center to house only single men. They have already secured funding for that project. They also intend to purchase property and build a Family Centre for single women and families. They have not determined a site but are working with a realtor. They intend to begin a capital campaign for land and building construction in the fall of 2013. Many details of the project were provided.

Councilmember Chazen expressed concern over the timing as the CDBG funds have to be under contract by May, 2014. However, he noted that the request is consistent with the previously approved request.

The City Council all supported placing the request on the August 7th agenda under individual consideration.

Agenda Topic 2. Mesa Land Trust (Rob Bleiberg) – Monument Road Project

City Manager Englehart introduced Rob Bleiberg, Director of Mesa Land Trust (MLT). Mr. Bleiberg referred to the letter of support being requested of the City in order for MLT to apply for a grant to acquire properties along the Monument Road corridor. They have approached private property owners along the corridor and two are willing to sell their property to MLT. He explained the grant and how it is in a different category from any grants the City would apply for and therefore does not compete with the grants the City is applying for. Once the properties are purchased, the intent is to deed them over to the City with MLT maintaining a conservation trust easement on the properties. When asked how much money the City will need to commit, Mr. Bleiberg said he would prefer to discuss those details in executive session as the negotiations are still ongoing but it would be in the neighborhood of \$150,000. Councilmembers questioned why the property is being purchased outright instead of MLT just placing a conservation easement on the properties. Mr. Bleiberg responded that there are good reasons but basically the landowners were not interested in that arrangement. Mr.

Bleiberg assured the Council that MLT will not pay more than appraised value for the properties.

Councilmembers were not satisfied with the wording of the letter of support but were willing to consider a revised letter. Four members of Council supported the project.

Agenda Topic 3. Great Outdoors Colorado Grant for Las Colonias Park Phase I

Parks and Recreation Director Rob Schoeber referred to documentation that outlined Phase I of the development of Las Colonias Park. The elements had been value engineered to an estimated cost of just under \$800,000. The intent is to apply for a Great Outdoors Colorado (GOCO) Grant. The City has budgeted \$165,000 in matching funds in 2013 and will need to commit \$250,000 in 2014. Mr. Schoeber expressed that he is fairly confident in the grant award based on feedback Staff received at Philanthropy Days in Ouray.

Councilmember Norris asked that all of the City's work, including design, engineering, and construction oversight be included in the calculations as part of the City's matching funds.

Riverfront Foundation member Bill Prakken stated the Riverfront Foundation has agreed to commit \$25,000 to the project.

Many concerns were brought up including soil and groundwater contamination, structural soils, future maintenance costs, and competing projects for City funds.

Councilmember Norris stated she would like to see the City's 2014 commitment be reduced by \$100,000.

A poll was taken and four were in favor, one supportive if the City 2014 commitment was reduced, and one against the proposal. However, all were in favor of the item being placed on the August 7th agenda under individual consideration.

Agenda Topic 4. Agreement for Transfer of Grand Valley Drainage District Wilsea Drain to the City of Grand Junction

Public Works, Utilities, and Planning Director Greg Trainor explained the reason for the request for the City to take over Wilsea Drain. The drainage is owned by Grand Valley Drainage District (GVDD) and is currently carrying agricultural flows to the river. The new medical offices and new hospital being proposed by Community Hospital will create additional stormwater runoff that will be carried by the Wilsea Drain. Once that happens, the drain will be carrying urban flows and will be subject to Environmental Protection Agency (EPA) Standards. The GVDD does not have the resources to monitor and possibly treat these urban flows as would be required by the EPA. Mr. Trainor said that it is estimated it will cost \$30,000 initially to line the drainage and about \$3,000 to \$3,200 annually to maintain the ditch. Engineering Manager Trent Prall clarified that the reason to line the drainage is to increase capacity; there is no drainage issue

with the existing ditch. Mr. Trainor suggested that the City could spend as much as \$7,500 to \$25,000 in 2014 and those funds could come out of the stormwater budget.

The financial condition of the GVDD, as well as their challenges with the TABOR amendment, was discussed. Funding for the 521 Drainage Authority was also discussed.

Five Councilmembers were in favor of moving the proposal forward to the August 21st agenda, with it being placed under individual consideration.

Agenda Topic 5. Prohibiting Retail Sale of Marijuana

City Attorney John Shaver advised that the first reading of the ordinance prohibiting retail sale of marijuana was on the August 7th agenda. He noted that there is no option to disallow possession or private cultivation of marijuana.

A brief discussion ensued about the costs of an election if the ordinance was either referred or objected to. City Clerk Tuin explained the options and the costs associated with the options.

The majority of Council was in favor of moving the proposed ordinance forward with Councilmember Boeschstein abstaining.

Agenda Topic 6. Budget Philosophy and Policy Discussion

City Manager Englehart introduced the topic, explaining how budget development has occurred in the past. He reviewed the list of specific topics for discussion. He noted the purpose is for Staff to understand Council's philosophy and vision.

Regarding personnel for 2014, City Manager Englehart stated that there will be no requests for new personnel, where needed they will fill in with seasonal employees, and try to keep overtime down to a minimum. He then deferred to Human Resources (HR) Director Claudia Hazelhurst to review the City's Compensation Policy.

HR Director Hazelhurst explained the last overhaul of the policy and the philosophy behind it. She noted that one half of the market adjustments were implemented in 2013 and the hope is to implement the second half in 2014. Councilmember Chazen asked about the cost of that implementation. Ms. Hazelhurst said about \$650,000 to \$750,000. It was noted that when the recession began, employees took a 3% decrease in pay and there was a workforce reduction of about 80 jobs. Any reinstatement of those jobs will be reviewed on an individual basis to determine the need. The market study did reveal that many of the labor trades and administrative support jobs were over market and so those salaries will be frozen until such time as the market catches up. It was noted that with health care increases, those employees will actually net less pay.

There was a discussion of how evaluations come into play, with the City Manager noting there is no pay for performance incorporated into the City's policy. However, employee performance

does play into an employee getting an increase; there are some positions that have intermediate salary steps and it does affect whether an employee moves from entry level to proficient pay. Employees not performing at proficient can be moved down to a lower salary level. That is apart from the market study. Councilmember McArthur asked how the process works in that case. HR Director Hazelhurst described how Human Resources reviews every evaluation, not only to assist supervisors in doing evaluations, but also to ensure that any increases given are appropriate. Councilmember McArthur asked about the process for terminating an employee. Ms. Hazelhurst detailed the process step by step including steps taken to help the employee be successful and if that fails the process of termination including the ability of the employee to appeal to the City Manager. The Legal Department is involved in the process.

Increases in health care costs and the City's wellness program were then discussed. It was noted that impacts of the Affordable Care Act (ACA) are still being evaluated. The overall increase in the cost of benefits is expected to be around 14.8%.

Fire Chief Ken Watkins addressed how the ACA may affect Emergency Medical Services and some of the changes they are considering to lessen the impact.

The City Council then addressed contract services. City Manager Englehart advised that about 64% of the City's contracts are with local companies. About 17% of the City's contracts are bid through the State. Areas where the City contracts out services were listed such as tree trimming and additional trucks for spring clean-up. Councilmember Norris inquired about savings that could be realized if the City contracted out more of the street construction and how that might also reduce the amount of equipment the City maintains. Councilmember Chazen suggested that unless there is a compelling reason to have a service provided in-house, that the City should consider contracting out anything as long as the same level of service can be provided. Councilmember Boeschenstein noted the City has tried contracting out some services such a trash pickup and ambulance services. There were pros and cons but overall the City was able to provide the service better.

Local options for awarding contracts to local contractors were discussed with the reason for not having a local option being pointed out, that is, then other communities select others over Grand Junction contractors. However, the City Council could choose to change that. The City Council decided to stay with the current policy.

Facilities were the next topic, specifically Fire Stations first. Fire Chief Watkins referred to two studies that provided guidance on additional fire stations based on response time. The studies showed that two stations should be relocated, stations 3 and 4, and there is a need for two new stations, one in Pear Park and one near the airport. He asked Deputy Chief Jim Bright to elaborate on the studies. The cost of a new Fire Station is around \$2.2 to \$2.3 million plus the cost of equipment for a total of \$3 million. That does not include the cost of the land.

City Manager Englehart identified a grant opportunity in order to pay for design work for a fire station. For a little more money, the City could purchase the design and use the same design for the other stations, thus saving money on future design work. The grant would come from Department of Local Affairs (DOLA) for \$175,000.

Although a station is needed in Pear Park, negotiations with Clifton Fire Department are moving slow so the best plan may be to relocate Fire Station #4 first; it will then alleviate some of the issues in the Pear Park area.

The City Council was in favor of moving forward with the Fire Chief's plan.

Next, the City Council addressed the Public Safety Training Facility in Whitewater. Police Chief Camper addressed the police training areas that are going forward and noted the plan to incorporate some fire department training facilities.

Councilmember Boeschstein asked about services at the training site with water and sewer. Fire Chief Watkins advised that there are several options being discussed. One is locating a storage tank on the property for water for fire training. However, if classrooms are built, then a six inch water line would be extended to the property. A third possibility is there are discussions of Clifton Water District moving a gravity water tank to the area, close to the site. A fourth option is using the City's raw water line which comes along the back of the site.

The plans for various grants dollars in conjunction with the County and Colorado Mesa University and also Garfield County were discussed. Some of the grant dollars will come from Payments in Lieu of Taxes (PILT) funding.

The various partnerships were discussed including CMU possibly relocating houses they have purchased to create a simulated city block.

No objections were voiced against the plan for the training facility.

The storage of the large vehicles (bomb truck, mobile communications, and SWAT vehicle and their associated trailers) was discussed. The plan to build a storage facility on City-owned property on 7th Street between Ute and Pitkin Avenues was laid out. In the future, property and evidence could be moved to that building as the Police Department expands.

Councilmember Norris asked that the cost of lease payments be provided before direction can be determined.

The Ice Rink was discussed briefly with Parks and Recreation Director Schoeber advising that it is on the market for \$1.3 million and the existing skate rink near Sherwood Park is now closed and won't be reopening. The majority of Council was not in favor of pursuing that venture.

The next larger topic was infrastructure. Street maintenance was introduced by Public Works, Utilities, and Planning Director Greg Trainor. Utilities Manager Terry Franklin spoke to the

current condition of the streets but the plan is to get a study updated to verify what the Department is saying. That will not be available until the end of the year but will be helpful for the 2015 budget. The Department feels that 70% of the City's streets are in fair to good condition which is about equal to other Colorado municipalities.

The City Council supported going forward with the study as street maintenance is a priority for the majority of Council.

City Manager Englehart advised that they will set up another half day meeting to address the rest of the items on the list.

Agenda Topic 7. Other Business

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP
MONDAY, AUGUST 5, 2013, 9:00 A.M.
CITY AUDITORIUM
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

1. **HomewardBound of the Grand Valley Presentation Regarding a CDBG Grant Request:** HomewardBound of the Grand Valley owns and operates the Community Homeless Shelter. Representatives will present an overview of its recently-completed Guided Growth Plan and address the City Council regarding its current request for a CDBG grant of \$109,971 for the purchase of property.
2. **Mesa Land Trust (Rob Bleiberg) – Monument Road Project:** Presenting a draft letter for Council’s consideration.
3. **Great Outdoors Colorado Grant for Las Colonias Park Phase I:** Parks and Recreation is seeking approval to apply for a Great Outdoors Colorado (GOCO) local government grant to assist with funding critical elements of the early phases of Las Colonias Park. A resolution from the governing body with primary jurisdiction must be attached to all grant applications. The fall cycle of grants is due on August 28 with an award decision on December 10.
4. **Agreement for Transfer of Grand Valley Drainage District Wilsea Drain to the City of Grand Junction:** A resolution to approve an agreement transferring ownership and maintenance responsibilities for the Wilsea Drain, located near 23 ¾ Road and G Road, for use by development to discharge urban storm water and transport such waters to the Colorado River.
5. **Prohibiting Retail Sale of Marijuana:** Amendment 64 to the Colorado State Constitution allows local governments to regulate or prohibit marijuana retail stores as well as cultivation, manufacturing, and testing facilities by ordinance or by placing a ballot measure on the General Election ballot. Based on direction previously provided by the City Council, Staff has prepared an ordinance prohibiting marijuana businesses in Grand Junction for the Council’s consideration.
6. **Budget Philosophy and Policy Discussion**
7. **Other Business**

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
August 8, 2013 – Noticed Agenda Attached

Meeting Convened: 1:00 p.m. in the City Hall Auditorium

Meeting Adjourned: 5:10 p.m.

Council Members present: All Councilmember present except Councilmember Boeschstein.
Staff present: Englehart, Shaver, Hazelhurst, Watkins, Romero, Kovalik, Franklin, Valentine, Evans, Prall, Rainguet, and Tuin.

Agenda Topic 1. Infrastructure continued – Leach Creek Dam

City Manager Englehart introduced the topic, and Engineering Manager Prall reviewed the history and the current situation with the project. Two years ago the National Guard offered to build Leach Creek Dam as part of their two week training exercises. Two crews were assigned that year and the work was not completed. This year, three crews were assigned over a four week period and the project is still not complete. The dam was to be 39 feet tall and it is currently at 12 feet tall. It can hold 16 acre-feet of water but was designed and planned to hold 250 acre-feet of water. The fear is that leaving the dam as is would create a worse situation if the 100-year flood event were to occur and the dam was breached after filling the retention area. The National Guard cannot return to complete the job for three years. The estimated cost for completion with a private contractor is \$600,000.

The discussion concluded with several Council and Staff members offering to make contact with people they know in the ranks of the National Guard to see if the project can still be completed by the National Guard in a timely fashion.

Agenda Topic 2. TABOR

City Manager Englehart deferred to Financial Operations Director Romero to open up the discussion. Ms. Romero explained how the TABOR calculation is figured and how the lesser of the “black box” calculation and the revenue limit from the prior year is used as the starting point for the current year’s limit calculation. Many different scenarios were discussed. There is currently no excess in the “black box” calculation. Next Ms. Romero addressed the property tax calculation and how the property tax excess is estimated for the budget and for transfer into the Parkway Debt Retirement account which the voters approved the retention of any excess to pay off the Riverside Parkway debt. However, property valuations are anticipated to be down again. Councilmember Chazen asked if the pre-TABOR amounts were added back in (voter approved taxes prior to TABOR) would that change the amount of the excess? Ms. Romero said it would not because that amount would be added back in when figuring the base. Councilmember Chazen asked what the voter approved taxes were for 2013 and Ms. Romero replied \$17 million. The calculation is based on the percentage rather than the actual dollars.

Councilmember Chazen asked if the property taxes are what are driving the excess. Ms. Romero said yes. Councilmember Chazen said he is hearing there will be a ten percent decrease in property tax revenues.

The accumulation of the excess in sufficient amount to pay off the debt will likely not occur until 2018 or 2019 but the debt cannot actually be paid off until 2021. The excess cannot be retained after the sufficient amount has been collected. The City has several opportunities to go before the voters, if the Council so chooses, before that date arrives in order to retain any excess after that. Due to the refinancing of the bonds, there will be a partial pay off in 2014 of the Riverside Parkway Debt (first issuance) and that will free up some monies for additional capital projects.

It was confirmed that the calculations presented will be used when developing the 2014 budget.

Agenda Topic 3. Reserves

City Manager Englehart then addressed reserves and how that term is defined. The City's estimated reserve (General Fund) was \$18.5 million last year.

Ms. Romero explained how the reserves are determined and what amounts can be included. She provided information on best practices of the Governmental Finance Officers Association (GFOA) and what the required reserve is under TABOR. Examples of how much other jurisdictions retain as reserves were provided and Grand Junction is basically in the median of the cities they are compared to. The City also has insurance coverage that would cover most catastrophic losses (not loss of revenue).

The City Council was fine with staying with the \$18.5 million reserve policy. Councilmember Chazen asked to see the fund balance of all other funds.

Agenda Topic 4. Cash versus Debt Financing

The City Council discussed cash versus debt financing. No one objected to debt financing as long as the question went to the voters.

Agenda Topic 5. Council Economic Development

Council Economic Development List. The City Council reviewed the items on the Council Economic Development list. City Manager Englehart noted that the list was reviewed with Councilmember Boeschstein the day prior since he was to be absent at this meeting and he was in favor of funding everything at the same level. The exception is the Housing Authority Village Park item as it was a one-time expense. The **Pro Cycling** event is a question as Staff is not sure if they will pursue holding the race next year and have a leg in Grand Junction. The Economic Development Contingency was explained. City Manager Englehart indicated that Councilmember Boeschstein was in favor of making the contingency \$300,000.

Financial Operations Director Romero then addressed the other line items.

Colorado Mesa University \$1,000,000 – Councilmember Chazen asked if the City gets an accounting on how the \$500,000 for expansion is spent. Ms. Romero advised the City does get a list of properties purchased but not specific amounts. The other \$500,000 is a commitment toward the CMU classroom building. The term of the commitment was questioned with Ms. Romero clarifying that the option Council selected was \$500,000 for 15 years for a total of \$7.5 million. Council President Susuras stated he did not vote on that. Ms. Romero said she would check her notes but that was the Financing Option B which was selected by City Council.

Grand Valley Transit \$419,885 – The City contribution to GVT operations is based on population and has not changed for six years. Councilmember Norris advised that it was based on the 2000 census and she has asked GVT staff to look at the calculation based on 2010 census. Councilmember Chazen asked if the City has a contractual obligation to pay this amount. City Attorney Shaver explained that there is an ongoing resolution but the actual contract expired in 2005, however, the contribution has been honored since then. A ballot question to form an Authority and funding mechanism for GVT has been discussed by the partners for many years. The City's contribution does go toward operations. City Council was polled and the majority of members present supported the same level of contribution.

Grand Junction Housing Authority Village Park \$319,824 – This expenditure was a one-time expenditure and won't be in the budget again.

Economic Development Contingency – Ms. Romero explained what went into the 2013 allocation. Council President Susuras said he would like it to stay at \$500,000. Councilmember Doody agreed. Councilmembers Norris and Chazen wanted the amount to be higher. Others did not disagree to put \$1 million in economic development contingency as a starting point.

Colorado West Mental Health \$30,000 – The 2013 allocation was a first time request. Police Chief Camper did say that Colorado West is critical to Police operations. Councilmembers directed Staff to zero out the amount and advised that Colorado West could renew their request if they do indeed need the funding.

Downtown Business Improvement District (BID) \$13,466 – This is the City's contribution toward the BID in lieu of taxes to continue to support the vitality and marketing of the downtown. The assessment is calculated on the square footage of City property. The amount was left on the list.

Pro Mountain Bike Race \$10,000 – This is the first year of a three year request cycle. The amount was left in.

The Standing Sponsorships \$10,000 – This amount encompasses requests that come forward throughout the year such as the Toy Run, the Military Ball, and the Hospice Gala, to cover some of their costs. Councilmember Doody advised that the Student Military Association has taken

over the event and it will be held at CMU from now on. It was suggested that the amount stay the same as other requests will likely come forward.

Housing Resources \$5,000 – They use the funds to match grant dollars to help make low income housing more energy efficient and to fund other low income self-help programs. There were no objections to the funding.

Kids Voting \$4,500 – An organization that promotes civic education of students, provides voter registration of high school students, and conducts candidates' forums. There was support to continue funding.

Business Incubator \$53,600 – This is an annual contribution of their operations. Council directed the amount remain.

Grand Junction Economic Partnership \$40,000 – This amount is for operations. Previously another \$60,000 was contributed for prospects, but that has not been requested or needed lately. The \$40,000 was left on the list.

Colorado Municipal League \$38,894 – The City's annual dues payment as determined by population. The Council favored leaving that in.

Riverfront Commission \$17,121 – This amount funds a portion of their operations. It was left in with a request for an accounting of the use of the funds.

Western Slope Center for the Children \$20,000 – Their mission was explained with Chief Camper explaining how they assist the Police Department. The City Council agreed to keep the amount in the budget.

Mesa Land Trust \$10,000 – This funding goes toward operations. The history was discussed. The majority of Council agreed to continue this funding.

Associated Governments of Northwest Colorado (AGNC) \$7,800 – These funds are for annual dues. The majority of Council was in favor of keeping this in the budget with a request that the City Attorney look into the representation structure of the organization.

Chamber of Commerce \$6,000 – These funds are for the City's annual dues. The Council directed that remain in the budget.

Club 20 \$4,000 – These funds are for the City's annual dues. The City Council supported continued membership.

National League of Cities \$3,813 – These funds are for annual dues. The City Council agreed on continued membership.

Ms. Romero said that **GVT** additional funding (\$35,000), the dues for the **521 Drainage Authority**, and dues for the **Colorado Water Congress** will be added onto to this list.

Transportation Capacity. Deputy City Manager Moore reviewed the history of the Transportation Capacity Payment (TCP). Since 2004, the City has been responsible for building any transportation infrastructure needed for development. The policy varies from entity to entity within the valley. The City Attorney advised that a developer cannot be required to build to correct any deficiencies. The City set the fee based on 52% of what the City could require for the fee and is therefore behind in the amount it charges. Councilmember McArthur described how the fee compounds the effects of the Gallagher amendment as commercial development pays higher property tax anyway. Council agreed the best case scenario would be for all the valley entities to be on the same page. Councilmember Chazen suggested leaving the policy as is, talk to the other entities in valley in the meantime, have no fee structure change at this time, revisit the downtown subsidy, and update the Duncan study. The rest of City Council agreed. Councilmember McArthur offered to bring back feedback from builders and developers.

Potential Projects. City Council was directed to a drawing of the Schweisswohl property at 27 ½ and H Road, 77 acres near the Airport, where the owners want to develop through a public/private partnership. The property is for sale for \$8.1 million. The City has \$250,000 earmarked to start the process via zoning and infrastructure improvements. The Staff is looking for direction on whether or not to pursue.

Economic, Convention and Visitor Services (ECVS) Director Kovalik advised that Industrial Development Inc. (IDI) wants to meet with the City Council on September 24th and is interested in purchasing two of the Schweisswohl lots.

Councilmember Norris favored directing industrial development to existing areas such as Foresight Park. She would rather see infill take place first.

The majority of Council was not in favor of the City involvement with the Schweisswohl proposal but would support IDI pursuing it. Council will find out about IDI's intent at the September 24th meeting. The City Attorney said even so, IDI may look to the City for some infrastructure improvements.

The next potential project was out near the new Community Hospital Medical Facilities on the Pavlakis property (G Road and I-70 Business Loop). The owners want to pursue an event center (5,500 seats) and have asked for a letter of intent from the City. The City Council was not interested in pursuing the request.

Agenda Topic 6. Eroding Tax Base

A variety of options for raising more revenue were suggested including fees for services, formation of districts, advertising, and leasing unused office space/buildings. Selling surplus property was suggested as another possible source of revenue. Fee increases were also brought up including court fees. A revenue stream from FRAM drilling was also mentioned.

Agenda Topic 7. Next Steps August 19th Capital Meeting – Format

This was not discussed.

Agenda Topic 8. Other Business

The City Council will address Overlays and Neighborhood Plans in the future.

Utilities Manager Franklin advised FRAM is drilling away from the City's watershed.

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP
THURSDAY, AUGUST 8, 2013, 1:00 P.M.
CITY AUDITORIUM
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

Budget Philosophy and Policy Discussion

Continued from August 5, 2013

- 1. Infrastructure continued – Leach Creek Dam**
- 2. TABOR**
- 3. Reserves**
- 4. Cash versus Debt Financing**
- 5. Council Economic Development**
 - Transportation Capacity**
 - Potential Projects**
 - Overlays & Neighborhood Plans**
- 6. Eroding Tax Base**
 - Options for New Revenue**
- 7. Next Steps August 19th Capital Meeting – Format**
- 8. Other Business**

GRAND JUNCTION CITY COUNCIL READINESS SUMMARY

August 19, 2013 – Noticed Agenda Attached

Meeting Convened: 11:30 a.m. in the Administration Conference Room

Meeting Adjourned: 1:21 p.m.

Council Members present: All Councilmember present. Staff present: Englehart, Shaver, Schoeber, Moore, Watkins, Romero, Kovalik, Valentine, Tice-Janda, Rainguet, and Tuin.

Agenda Topic 1. 2014 Capital Discussion

City Manager Englehart distributed an agenda, introduced the topic, reviewed how the budget was developed in the past, and how the 2013 budget was developed based on sales tax collections being up. Staff has tracked many economic indicators and there has been some recovery but certainly Grand Junction is still behind nationally and statewide. He suggested that, as a starting point, the City Council consider starting the budget based on flat revenues for 2014; either flat as compared to the 2013 budget or flat as compared to the 2013 actuals.

Councilmembers mentioned many factors that supported taking the most conservative approach (flat as compared to 2013 actuals) such as school enrollment is down, many citizens have left to find employment in other areas, that new regulations will be in effect as of January 2014 (Affordable Care Act and the Consumer Protection Act), and continued competition in surrounding communities. The consensus was to go forward with that basis for revenues.

Council President Susuras inquired how that will affect the implementation of the second half of the market adjustment for employees. City Manager Englehart said that will be a \$750,000 expense amounting to about a 2.5% increase overall bringing salaries to the 2002 level. They anticipate a 9.3% increase in health care costs. There is no plan to add Staff and will continue to look at ways to absorb duties with attrition.

Councilmembers Norris and Boeschstein said they are not comfortable with cutting in the area of salaries, cuts should be found in other places as the employees have already been affected by the declining budgets.

Reserves were discussed with the Council consensus being a \$18.5 million reserve (General Fund) at a minimum. A more favorable scenario was maintaining the projected \$20.7 million reserve and using the difference for economic development. Councilmember Chazen suggested that additional funding should come from operations, even if harsh decisions, including layoffs, need to be made.

Funding for the Avalon Theatre project was discussed and how the City would make up the shortfall if the grant was not awarded and/or the Foundation was not successful in their fundraising. A discussion of naming rights ensued with Council being in favor of administration of that opportunity being their responsibility.

City Manager Englehart then addressed the main three areas for capital funding: streets, fire, and police and the specific projects. Chip and seal seemed to be a good option for preserving the streets and the City has committed to a study of the street conditions in order to plan for the future. Fire Chief Watkins then laid out various scenarios for building and relocating fire stations. The estimated cost of land for a fire station is \$300,000 and the cost of construction is \$2.4 million.

Councilmember Chazen brought up the possibility of selling City owned properties to raise revenue. Several properties were mentioned and City Manager Englehart said he will bring the list of surplus City properties forward for Council to review.

Regarding capital expenditures for the Police Department, there are the awnings for police vehicle parking, the large vehicle storage building, and the training facility in Whitewater. Funding for the training facility was discussed.

On the operational side, the police officers hired under the COPS grants will have to now be funded by the City; \$210,000 in 2014 and \$300,000 in 2015 will have to be budgeted.

That concluded the capital discussion.

Agenda Topic 2. Other Business

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
READINESS SESSION**

**MONDAY, AUGUST 19, 2013, 11:30 A.M.
ADMINISTRATION CONFERENCE ROOM
2ND FLOOR, CITY HALL
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

- 1. 2014 Capital Discussion**
- 2. Other Business**

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

August 21, 2013

The City Council of the City of Grand Junction convened into regular session on the 21st day of August, 2013 at 7:02 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Jim Doody, Duncan McArthur, Phyllis Norris, and Council President Pro Tem Martin Chazen. Council President Sam Susuras was absent. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Pro Tem Chazen called the meeting to order. Councilmember Norris led the Pledge of Allegiance, followed by an invocation by Pastor Kyle VanArsdol, Molina Baptist Church.

Presentations

July Yard of the Month

Forestry Board member Rich Edwards presented the July Yard of the Month to Butch and Peggy Shaw, 481 Escondido Drive. Peggy Shaw was present to receive the award. Mr. Edwards lauded the Shaw's water-wise landscaping. Mrs. Shaw thanked the Forestry Board for the award.

Update on Epic Rides, an Off Road Mountain Bike Endurance Event, and Appreciation of Council Support

Dave Grossman, president of Grand Junction Off Road Mountain Bike Endurance, presented an update on Epic Rides. He said the ride will take place over the Labor Day weekend. He highlighted the wonderful surroundings and trails. Many have signed up to compete and complete this challenging event. The participants along with their teams and families will be in Grand Junction for several days. Mr. Grossman invited City Council to visit the event. There will be participants from all over the world. All Epic Rides events will start and finish in downtown Grand Junction. He thanked the sponsors and the City, especially the support from Visitor and Convention Bureau (VCB), Grand Junction Economic Partnership (GJEP), the Downtown Development Authority (DDA) and the Grand Junction Airport Authority (GJAA).

Proclamations

Proclaiming the Month of September 2013 as "Western Heritage Month" in the City of Grand Junction

Councilmember McArthur read the proclamation. Dick Biedelschies was present to receive the proclamation on behalf of the Mesa County Sheriff's Posse. He was accompanied by other members of the Sheriff's Posse. He invited the Council to attend the rodeo finals.

Proclaiming August 31st and September 1st, 2013 as "Western Colorado Classic Auto Event Days" in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Sarah Caitlin, event organizer for Hilltop, was present to receive the proclamation. She described the event which is over Labor Day weekend. Attendees have already started making their reservations to stay in Grand Junction for 4 to 5 days. She recognized their sponsors and thanked the VCB for their support. They are expecting four to five hundred cars.

Certificates of Appointment

Dr. Larry Copeland was present to receive his Certificate of Appointment to the Riverfront Commission.

Scott Coleman, Gary Schroen, and Bob Wiig were all present to receive their Certificates of Appointment to the Parks and Recreation Advisory Board.

Eric Marchese, Dr. Kristin Heumann, Daniel Fitzgerald, Dr. Terri Wenzlaff, and Dr. Jeff Kuhr were all present to receive their Certificates of Appointment to the Urban Trails Committee.

Council Comments

Councilmember McArthur said he attended a ceremony for the dedication of the Veteran's Crown Point Cemetery. He briefly reviewed the history of the cemetery. He described the ceremony and who was in attendance. He re-told a story, told to him by Walter Smith, a rancher and veteran of World War II, who lives across the street from the cemetery.

Councilmember Doody said he attended the Grand Junction Housing Authority retreat the previous Saturday. The Housing Authority staff also attended. It was a good session. Councilmember Boeschstein said he attended a funeral of Bruce Manchee who was a faculty member of Colorado Mesa University (CMU). He also attended the Horizon Drive Association Business Improvement District (HDABID) meeting for the presentation of the new I-70 Interchange along Horizon Drive. He has and will continue to attend the Avalon Theatre construction meetings. He attended the Riverfront Commission meeting and the County Commissioners public hearing regarding the third phase of the Riverfront Trail and the County's decision was upheld to go forward with the project.

Council President Pro Tem Chazen said he attended the Associated Governments of Northern Colorado (AGNC) meeting on August 15 and the discussion was regarding mineral lease payments and Payment in Lieu of Taxes (PILT) payments. A specific discussion occurred about setting up Federal Mineral Lease Districts. He also attended the dedication of the Colorado Law Enforcement Training Center.

Citizen Comments

Tanya Orpi, 629 Ouray, deferred her comments to the next speaker.

Eric Niederkruger, 629 Ouray, shared his thoughts on panhandling, “asking for help is free speech”. Free speech protects minority speech. He said there are now “drone” patrols and disbursement of camps. These actions make it appear there are more homeless.

CONSENT CALENDAR

Councilmember Doody read Consent Calendar items #1-3 and then moved to adopt the Consent Calendar. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the July 15, 2013 Readiness Session and Minutes of the August 7, 2013 Regular Meeting

2. **Setting a Hearing on Amendments to Title 21 of the Grand Junction Municipal Code to Revise the Definition of Lot Coverage** [File # ZCA-2013-313]

The amendments to Sections 21.03.030(e) and 21.10.020 will revise the definition of lot coverage.

Proposed Ordinance Amending Section 21.03.030(e) and 21.10.020 of the Grand Junction Municipal Code to Revise the Definition of Lot Coverage

Action: Introduce a Proposed Ordinance and Set a Hearing for September 4, 2013

3. **Colorado Law Enforcement Training Center Grant Request**

This request is for authorization to submit a request to the Garfield County Federal Mineral Lease District for a \$1,300,000 grant for the development of the Colorado

Law Enforcement Training Center to include classrooms and a simulated City block.

Resolution No. 56-13—A Resolution Authorizing the City Manager to Submit a Grant Request to the Garfield County Federal Mineral Lease District for the Development of the Colorado Law Enforcement Training Center

Action: Adopt Resolution No. 56-13

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Extending an Amendment to the Sales and Use Tax Code Exempting Aircraft Parts from Sales Tax

This is an amendment to the Grand Junction Municipal Code concerning the exemption from sales tax of seller installed aircraft parts. The proposed ordinance amending the Code has a three-year sunset clause at which time City Council will evaluate the effectiveness of the ordinance and may or may not extend the exemption.

The public hearing was opened at 7:42 p.m.

Kelly Flenniken, Grand Junction Economic Partnership (GJEP) Executive Director, presented this item. She encouraged the Council to approve another three years on this tax exemption and she explained how it has helped a local company pump money into the economy. The benefit is expansion, retention of jobs, and the addition of new jobs. The State of Colorado recently passed an aviation sales tax credit to also encourage this industry. The adoption of this ordinance will align the City with the State's efforts.

Councilmember Norris said it is her understanding that the City of Grand Junction competes with other jurisdictions that do grant these exemptions so without the exemption those jobs could go somewhere else. Ms. Flenniken concurred. Councilmember Boeschstein lauded the GJEP for focusing on the following industries: aviation/aerospace, energy, medical, information technology, professional services, and outdoor industry. It takes more than just the energy field; it takes all of these industries to make the economy run well.

Councilmember McArthur asked how many jobs are affected by this exemption at this company. Ms. Flenniken said that West Star Aviation has over 300 jobs and 35 positions were retained specifically because of this exemption.

Councilmember Norris asked if this affects other companies. Ms. Flenniken said there are other businesses at the Airport currently, and any new companies coming into the City would also qualify for the exemption.

Richard Schultz, 362 ½ Martello Drive, questioned the ordinance. Is the purpose to benefit the City or to benefit a small industry at the airport? He asked how much revenue the City will forego by giving up the sales tax, and who really benefits? Is the beneficiary the owners of the aircraft as they do not have to pay the tax?

Milton “Tony” Long, 237 White Avenue, Apt. B, said he has seen growth in other places he has lived and it is not good. He disagreed with paying people to move here.

City Manager Englehart said the Financial Staff is available if the Council would like to ask them questions.

Councilmember Boeschstein said the Council did receive an estimate of the lost revenue but given the importance of this industry, he thinks it is important to incentivize this industry.

Councilmember McArthur said the revenue gained from the level of salaries make-up for the lost revenue. It is an industry that is a good supporter of the local economy.

Councilmember Doody agreed with Councilmember Norris’ statement of the State of Colorado supporting this industry. The more services offered to a client, the better. The ordinance will be reviewed again in three years.

There were no public comments.

The public hearing was closed at 7:55 p.m.

Ordinance No. 4596—An Ordinance Amending and Reinstating Section 3.12.070 of Title 3 of the Grand Junction Municipal Code Concerning the Exemption from Sales Tax of Seller Installed Aircraft Parts

Councilmember Norris moved to adopt Ordinance No. 4596 and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Transfer of Grand Valley Drainage District Drain (Wilsea Drain) to the City of Grand Junction

A Resolution to approve an agreement transferring ownership and maintenance responsibilities for the Wilsea Drain, located near 23 ¾ Road and G Road, for use by development to discharge urban storm water and transport such waters to the Colorado River.

Trent Prall, Engineering Manager, presented this item. He noted the presence of Kevin Williams of the Grand Valley Drainage District. He referenced the two prior presentations on this item and offered to answer any questions.

Councilmember Boeschstein said he went on a site visit. This approval will support the health care industry as it supports the new facilities for Community Hospital.

Councilmember McArthur also toured the ditch and he asked Mr. Williams to respond to questions. He noted that the District has been accepting urban flows for the last sixty years. Mr. Williams said the District's concern is due to the additional regulations of the Environmental Protection Agency (EPA). The District does have problems with financing, the guidelines, and the TABOR amendment, but he feels that it is a good move for the City to take over this drainage. Councilmember McArthur asked if there will be future requests for the City to accept drainages that are accepting urban flows. Mr. Williams said yes, the situation will continue, but he is a member of the 521 Drainage Authority which can hopefully address this in the future. Councilmember McArthur asked if there are any other ditches today that will be presented to the City for ownership. Mr. Williams said there have been discussions but there are no specific drainages at this time. Councilmember McArthur asked Mr. Williams what he sees as the future. Mr. Williams said he hopes that the 521 Drainage Authority will find funding and be a viable utility that can handle these situations. Councilmember McArthur asked about Colorado Department of Public Health and Environment (CDPHE) regulations and how that affects this. Mr. Williams said a recent amendment addresses water quality standards that will focus on nutrients being discharged into the river from urban discharges whereas agricultural discharges are exempt. This co-mingling does leave the Drainage District responsible if they are the owner of those facilities. One possible scenario is to get some indemnification from that requirement. Councilmember McArthur asked if he anticipates the City having ownership of the Wilsea Drain in perpetuity. Mr. Williams said yes.

Councilmember McArthur lauded Mr. Prall's presentation to CDPHE and said it convinced them of the unique situation in Mesa County and they will not go forward with a one size fits all ordinance. Councilmember McArthur thinks it will end up being a greater issue before it is all said and done.

Councilmember Boeschstein asked if the entire drainage will need to be piped. Mr. Prall said it may be left open within the median of F ½ Road Parkway. Councilmember Boeschstein asked how that will be paid for. Mr. Prall said currently it would fall under the Transportation Capacity Payment (TCP) fund, or in the future under City policy by having some sort of drainage fee.

Mr. Williams said the reason the Grand Junction Drainage District is involved is because they are primarily the owner of the infrastructure. If unfunded mandates continue, it will be a 521 Drainage Authority issue to deal with those, and the organization will need funds to address these issues in the future.

Councilmember Doody said the Staff report notes that the 521 Drainage Authority is looking at a fee going to a vote, and asked Mr. Prall for confirmation on this. Mr. Prall said those are topics for discussion, some of the partners involved may choose to adopt a utility fee.

Resolution No. 55-13—A Resolution Authorizing an Agreement Between the Grand Valley Drainage District and the City of Grand Junction Concerning the Wilsea Drain

Councilmember McArthur moved to adopt Resolution No. 55-13. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Public Hearing—An Amendment to Section 9.04.230 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding the Possession/Use of Marijuana by a Minor

Due to changes to the Constitution of the State of Colorado, the State legislators modified the possible penalties concerning the possession, consumption, and use of marijuana by anyone, including those under the age of 21 years. The proposed ordinance amends Section 9.04.230 Purchase, possession, consumption of marijuana by persons under the age of 21 years to be consistent with the State laws and penalties.

The public hearing was opened at 8:15 p.m.

John Shaver, City Attorney, introduced this item. He described the proposal and the purpose. The amendment is a housekeeping item due to the recent change at the State level. The amendment will make the City consistent with the State law.

Council President Pro Tem Chazen clarified this only affects those under the age of 21 years. City Attorney Shaver confirmed that.

There were no public comments.

The public hearing was closed at 8:17 p.m.

Ordinance No. 4597—An Ordinance Amending Section 9.04.230 of the Grand Junction Municipal Code Regarding Marijuana and Persons Under the Age of 21 Years

Councilmember Norris moved to adopt Ordinance No. 4597 and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Public Hearing—An Amendment to Section 9.04.070 of the Grand Junction Municipal Code Adopting Rules and Regulations Regarding Theft

The State has modified various State statutes regarding thefts. The proposed ordinance amends Section 9.04.070 Theft to be consistent with the State laws regarding level of crime for thefts less than \$2,000.

The public hearing was opened at 8:19 p.m.

John Shaver, City Attorney, introduced this item. He described the proposal and the purpose. The amendment is a housekeeping item due to the recent change at the State level. The amendment will make the City consistent with the State law.

There were no public comments.

The public hearing was closed at 8:21 p.m.

Ordinance No. 4598—An Ordinance Amending Section 9.04.070 of the Grand Junction Municipal Code Regarding Thefts

Councilmember Boeschstein moved to adopt Ordinance No. 4598 and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Contract for the Colorado Riverfront Trail Repair Project

Parks and Recreation is seeking approval to conduct repairs / reconstruction on the Riverfront Trail and on Watson Island.

Mike Vendegna, Park Superintendent, introduced this item. He described the reason for the request and the process used to determine the areas that are in need of repair. Mr. Vendegna displayed the areas in need of repair. The repairs will include methods that will prevent future damage from flooding, including areas of alternative access at times of flooding. There are fourteen sections of trail in need of repair amounting to about 1,700 linear feet. Once repairs are made fencing will be installed to prevent vehicles from driving over the trails.

Councilmember Norris asked if the trails along Watson Island are included in this project. Mr. Vendegna said the trails will be concreted and the bridge will be repaired along Watson Island.

Councilmember Boeschstein noted many of the signs in this area have been vandalized. He asked if the signs will be repaired. Mr. Vendegna said that is not in the budget but they are working with other entities along with the Riverfront Commission and hope to have all the signs repaired on the trail.

Councilmember Norris asked if the cost was budgeted. Mr. Vendegna said it is, and the formal bid process was used.

Council President Pro Tem Chazen asked how old the damaged sections are and if it is usual at that age to have that kind of damage. Mr. Vendegna said most of the trail is twenty years old, concrete is supposed to last fifty years but due to the location of the trail, it does not last as long. Reinforced concrete will be used to get more life out of the trail.

Councilmember Boeschstein moved to authorize the City Purchasing Division to enter into a contract with All Concrete Solutions, LLC of Grand Junction, CO for the Colorado Riverfront Trail Repair Project for the amount of \$86,783.51. Councilmember Norris seconded the motion. Motion carried.

Non-Scheduled Citizens & Visitors

Milton “Tony” Long, 237 White Avenue, Apt. B, said, in regards to panhandling, he questioned why someone who makes money panhandling can’t make money selling things. He suggested that the doors be kept open regarding regulation to allow people to make a living.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:36 p.m.

Stephanie Tuin, MMC
City Clerk



Date: August 20, 2013
 Author: Brian Rusche
 Title/ Phone Ext:
Senior Planner x. 4058
 Proposed Schedule: Notice of Intent to Annex – September 4, 2013
 2nd Reading: October 16, 2013
 File #: ANX-2013-338

Attach 2
CITY COUNCIL AGENDA ITEM

Subject: Annexation of the Bibeau Enclave, Located along D ½ Road between approximately 29 ¼ and 29 ½ Roads
Action Requested/Recommendation: Adopt a Resolution of Intent to Annex and Exercising Land Use Control for the Bibeau Enclave, Introduction of the Proposed Annexation Ordinance, and Set a Hearing for October 16, 2013
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 16.10 acres of enclaved property, located along D ½ Road between approximately 29 ¼ and 29 ½ Roads. The Bibeau Enclave consists of seven parcels and 0.26 acres of public right-of-way.

Background, Analysis and Options:

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved since May 5, 2009 by the Ajarian Annexation.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Annexation of this enclave will create consistent land use jurisdiction and allow for efficient provision of municipal services.

Board or Committee Recommendation: The Zone of Annexation is scheduled before the Planning Commission on September 10, 2013.

Financial Impact/Budget: The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

Legal issues: It is noted that upon annexation the existing lawful land use(s) may continue, though there do not appear to be any that would be rendered nonconforming by the zoning proposed.

Other issues: There are seven separate properties included in this request. All seven property owners within the enclave have been contacted via letter about the annexation. Three property owners were reached via phone to discuss the annexation.

Answers to common questions about this annexation are addressed in the attached FAQ, which was sent to the property owners.

Previously presented or discussed: No.

Attachments:

1. Staff report/Background information
2. Annexation Summary
3. Frequently Asked Questions (FAQ)
4. Annexation Map
5. Aerial Photo
6. Future Land Use Map
7. Existing City/County Zoning Map
8. Resolution
9. Ordinance

<i>STAFF REPORT / BACKGROUND INFORMATION</i>					
Location:		Along D ½ Road between approximately 29 ¼ Road and 29 ½ Road			
Applicant:		City of Grand Junction			
Existing Land Use:		Single Family Residential / Vacant			
Proposed Land Use:		Residential			
Surrounding Land Uses:	North	Union Pacific Railroad / Vacant			
	South	Vacant – Future Solar Power Generation Facility (CUP-2013-202)			
	East	Single Family Residential / Vacant			
	West	Agricultural / Vacant			
Existing Zoning:		County RSF-R (Residential Single-Family Rural) County RSF-E (Residential Single-Family Estate) County I-2 (General Industrial)			
Proposed Zoning:		R-8 (Residential 8 du/ac)			
Surrounding Zoning:	North	R-8 (Residential 8 du/ac)			
	South	R-8 (Residential 8 du/ac) CSR (Community Services and Recreation)			
	East	R-8 (Residential 8 du/ac)			
	West	R-8 (Residential 8 du/ac)			
Future Land Use Designation:		Residential Medium (4-8 du/ac)			
Zoning within density range?		X	Yes		No

The annexation area consists of 16.10 acres, encompassing seven parcels and 0.26 acres (11,280 square feet) of public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved since May 5, 2009 by the Ajarian Annexation.

The following annexation and zoning schedule is being proposed:

<i>ANNEXATION SCHEDULE</i>	
September 4, 2013	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
September 10, 2013	Planning Commission considers Zone of Annexation
October 2, 2013	Introduction Of A Proposed Ordinance on Zoning by City Council
October 16, 2013	Public Hearing on Annexation and Zoning by City Council
November 17, 2013	Effective date of Annexation and Zoning

BIBEAU ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2013-338	
Location:	Along D ½ Road between approximately 29 ¼ Road and 29 ½ Road	
Tax ID Number(s):	2943-173-00-103 2943-173-00-139 2943-173-00-222 2943-173-00-223 2943-172-00-065 2943-171-00-232 2943-171-00-233	
# of Parcels:	7	
Population (2010 census):	6	
# of Parcels (owner occupied):	3	
# of Dwelling Units:	6	
Acres land annexed:	16.10	
Developable Acres Remaining:	+/- 15.84	
Right-of-way in Annexation:	0.26 acres (11,2810 square feet)	
Previous County Zoning:	County RSF-R (Residential Single-Family Rural) County RSF-E (Residential Single-Family Estate) County I-2 (General Industrial)	
Proposed City Zoning:	R-8 (Residential 8 du/ac)	
Current Land Use:	Single Family Residential / Vacant	
Future Land Use:	Residential	
Values:	Assessed:	\$88,500
	Actual:	\$824,900
Address Ranges:	2929, 2937, 2941, 2943, 2944, 2952, and 2952 ½ D ½ Road	
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	Persigo 201 sewer service boundary
	Fire:	Grand Junction Rural Fire District
	Drainage:	Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Irrigation:	Grand Valley Irrigation Company
	Pest:	Grand River Mosquito Control District



Bibeau Enclave Annexation

FREQUENTLY ASKED QUESTIONS

WHY ARE WE BEING ANNEXED?

The City and County signed the Persigo Agreement in 1998 to ensure that all development within the 201 Sewer Service area is eventually incorporated into the City. As property is annexed and developed, existing development can become "enclaved". These gaps are to be incorporated into the City within five (5) years, according to the agreement.

WHAT SERVICES CAN THE CITY PROVIDE?

The City offers Police, Street Maintenance, and Planning Services to all its citizens, including programs such as Spring Cleanup and Fall Leaf Collection. You may sign up for garbage service from the City or maintain your current hauler.

WHAT WILL HAPPEN TO MY TAXES?

The City will assess a mill levy (currently 8 mills or \$8 per \$1000 of assessed valuation) on all taxable real property within the enclaved area. Fire Protection is provided by the City as one of its services, so the existing levy (currently 5.938 mills) which goes to the Rural Fire Protection District will be discontinued after annexation. Therefore, the total increase in levy is only 2.062 mills. Purchases within the enclaved area and/or for delivery to a City address will be subject to the 2.75% City Sales Tax. In addition, certain franchise utilities, such as cable and electric, will include a franchise fee on future statements.

WHAT IF I WANT TO BUILD SOMETHING ON MY PROPERTY?

The City Planning Division can assist you in obtaining the proper permits for new construction, building additions, change of use, or other development on your property.

CAN WE OPPOSE THIS ANNEXATION?

State Law permits unilateral annexations (meaning without consent of property owners) and the Persigo Agreement requires annexation of enclaved properties, to provide for orderly development and provision of services.

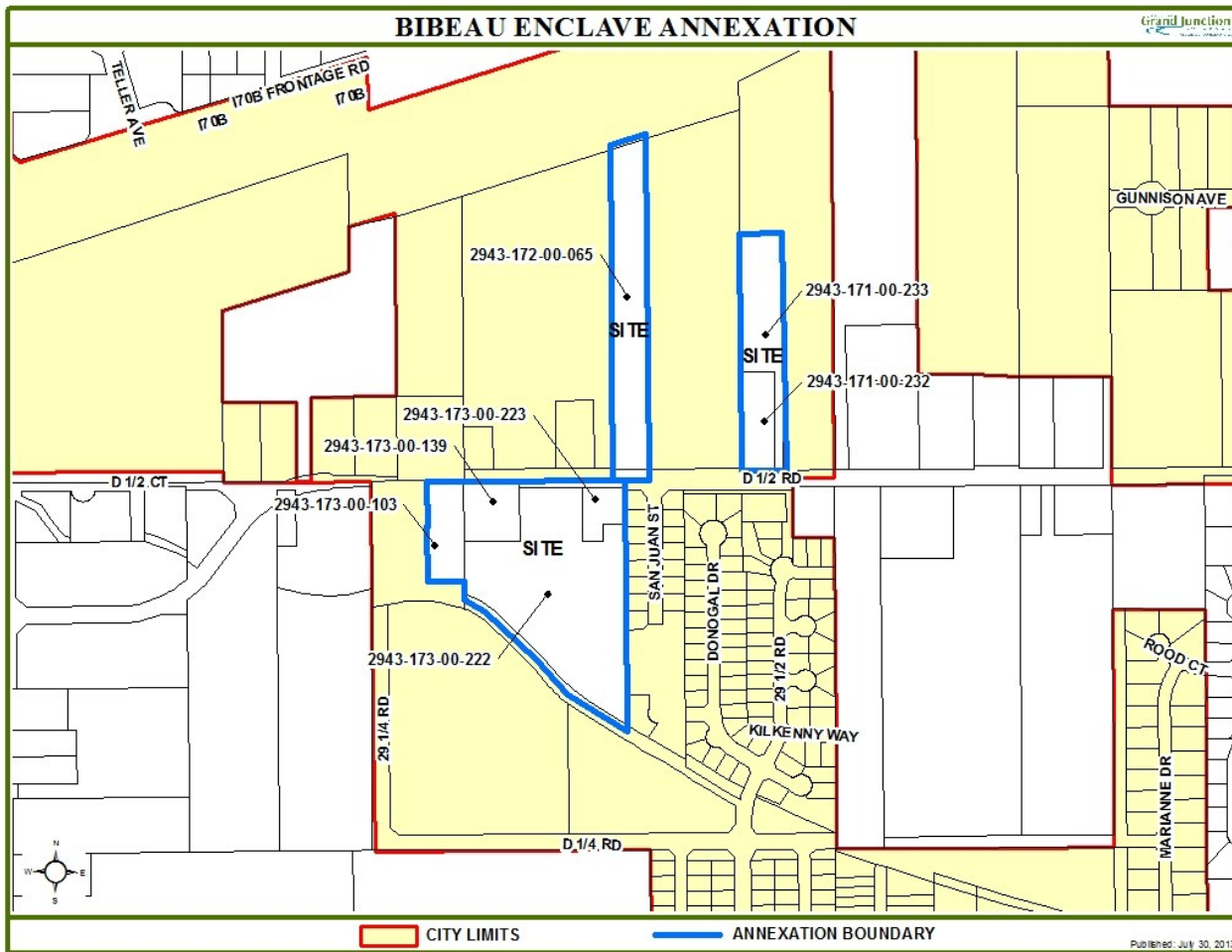
HOW DO I GET MORE INFORMATION?

Contact Brian Rusche (970-256-4058).

For information about the City, go to www.gjcity.org

Annexation Map

Figure 1

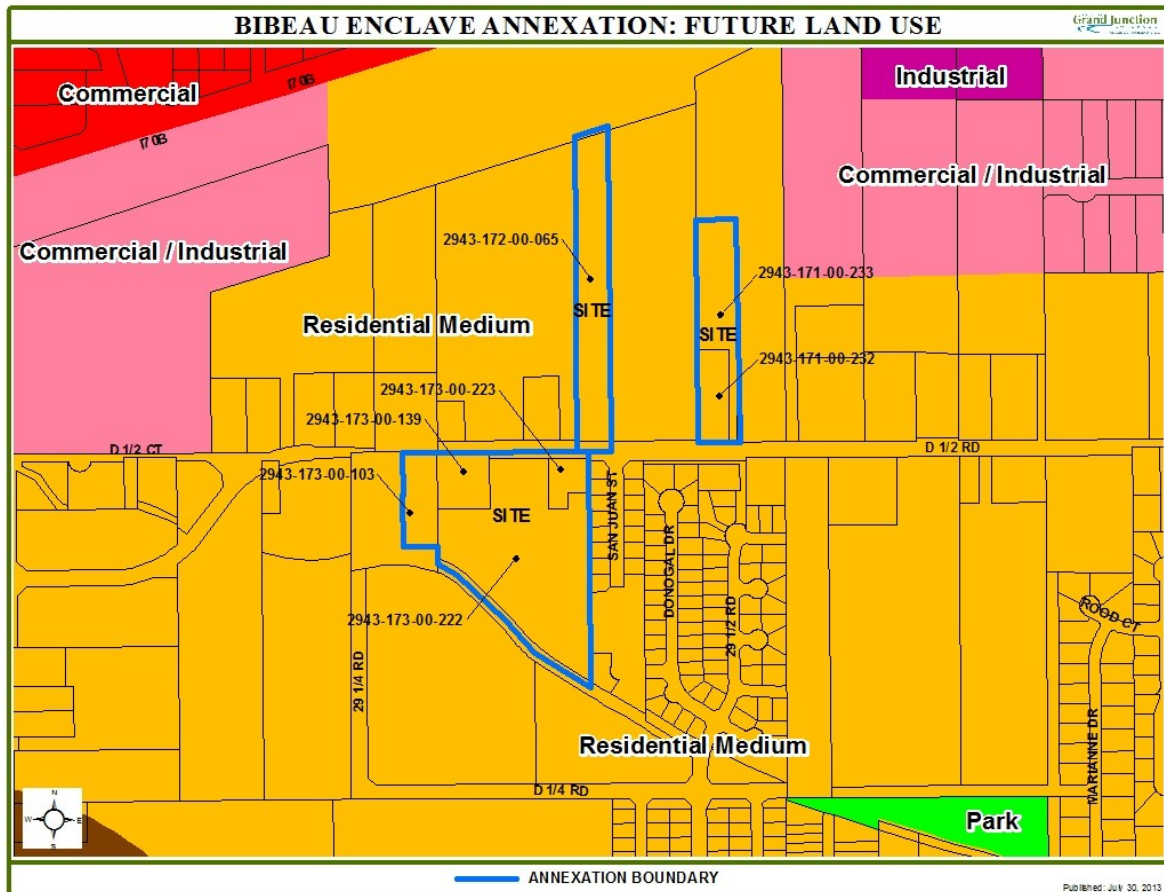


Aerial Photo

Figure 2

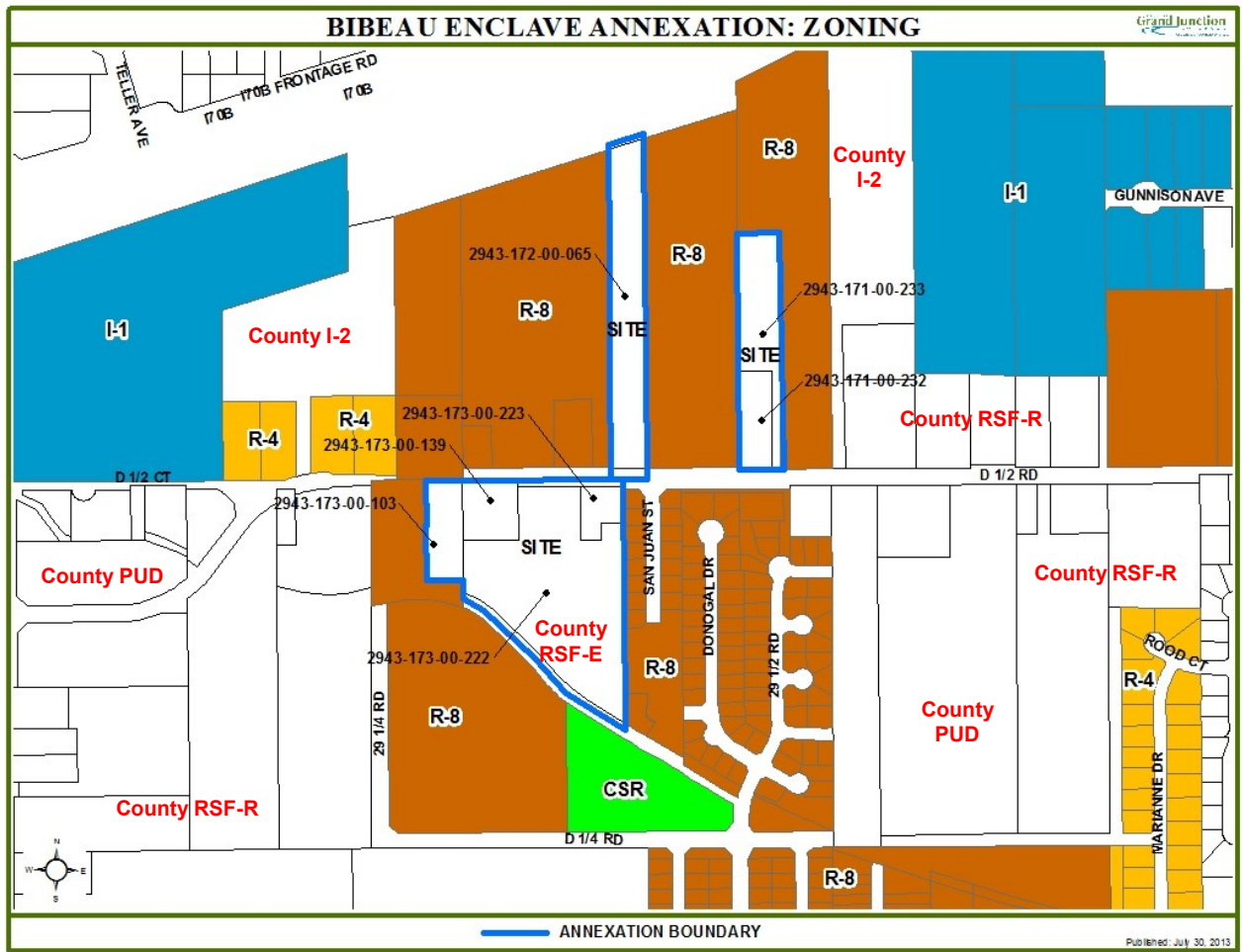


Comprehensive Plan – Future Land Use Map Figure 3



Existing City and County Zoning Map

Figure 4



**NOTICE OF INTENT
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4th day of September, 2013, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS THE**

BIBEAU ENCLAVE

**LOCATED ALONG D 1/2 ROAD BETWEEN APPROXIMATELY
29 1/4 AND 29 1/2 ROADS**

CONSISTING OF APPROXIMATELY 16.10 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 4th day of September, 2013, the Public Works, Utilities and Planning Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Bibeau Enclave and more particularly described as follows:

BIBEAU ENCLAVE ANNEXATION

Three (3) certain enclaved parcels of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

PARCEL 1: ALL of that certain parcel of land lying in the SE 1/4 NW 1/4 of said Section 17 bounded on the North by Southern Pacific Railroad Annexation No. 1, City of Grand Junction Ordinance 3158, as same is recorded in Book 2616, Page 708; bounded on the East by Ajarian Annexation, City of Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847; bounded on the West by Beagley II Annexation, City of Grand Junction Ordinance 3795, as same is recorded in Book 3939, Page 157 and bounded on the South by Siena View Annexation No. 1, City of Grand Junction Ordinance 3500, as same is recorded in Book 3275, Page 228, all in the Public Records of Mesa County, Colorado.

CONTAINING 157,746 Sq. Ft. or 3.62 Acres, more or less, as described.

PARCEL 2: ALL of that certain parcel of land lying in the SW 1/4 NE 1/4 of said Section 17 bounded on the North, South, East and West by Ajarian Annexation, City of

Grand Junction Ordinance 4348, as same is recorded in Book 4834, Page 847, Public Records of Mesa County, Colorado.

CONTAINING 129,705 Sq. Ft. or 2.98 Acres, more or less, as described.

PARCEL 3: ALL of that certain parcel of land lying in the NE 1/4 SW 1/4 of said Section 17 bounded on the North and East by Siena View Annexation No. 2, City of Grand Junction Ordinance 3501, as same is recorded in Book 3275, Page 231; bounded on the South by Pear Park School Annexation No. 3, City of Grand Junction Ordinance 3996, as same is recorded in Book 4315, Page 806 and bounded on the West by Pear Park School Annexation No. 2, City of Grand Junction Ordinance 3806, as same is recorded in Book 3961, Page 336, all in the Public Records of Mesa County, Colorado.

CONTAINING 415,723 Sq. Ft. or 9.54 Acres, more or less, as described.

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three years, pursuant to C.R.S. 31-12-106(1);

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area, pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area was introduced and given first reading on this 4th day of September, 2013, with a second reading and public hearing on the proposed annexation ordinance to be held on the 16th day of October, 2013, in the City Hall Auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM.
3. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals, and zoning approvals shall, as of this date, be submitted to the Public Works, Utilities and Planning Department of the City.

ADOPTED the ___ day of _____, 2013.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

BIBEAU ENCLAVE ANNEXATION

**LOCATED ALONG D 1/2 ROAD BETWEEN APPROXIMATELY
29 1/4 AND 29 1/2 ROADS**

CONSISTING OF APPROXIMATELY 16.10 ACRES

WHEREAS, on the 4th day of September, 2013, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the Bibeau Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 16th day of October, 2013; and

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three years, pursuant to C.R.S. 31-12-106(1); and

WHEREAS, the requirements of Section 30, Article II of the Colorado Constitution have been met, specifically that the area is entirely surrounded by the annexing municipality.

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

That the property situate in Mesa County, Colorado, and described to wit:

BIBEAU ENCLAVE ANNEXATION

Three (3) certain enclaved parcels of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 17, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

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CONTAINING 415,723 Sq. Ft. or 9.54 Acres, more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading the _____ day of _____, 2013 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2013 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk



Date: August 13, 2013
 Author: Brian Rusche
 Title/ Phone Ext:
Senior Planner x. 4058
 Proposed Schedule: Notice of Intent to Annex – September 4, 2013
 2nd Reading: October 16, 2013
 File #: ANX-2013-334

Attach 3
CITY COUNCIL AGENDA ITEM

Subject: Annexation of the Wild Enclave, Located at 3122 and 3124 E Road
Action Requested/Recommendation: Adopt a Resolution of Intent to Annex and Exercising Land Use Control for the Wild Enclave, Introduction of the Proposed Annexation Ordinance, and Set a Hearing for October 16, 2013
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 3.65 acres of enclaved property, located at 3122 and 3124 E Road. The Wild Enclave consists of two parcels and no public right-of-way.

Background, Analysis and Options:

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved since January 19, 2009 by the Freedom Meadows Annexation.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Annexation of this enclave will create consistent land use jurisdiction and allow for efficient provision of municipal services.

Board or Committee Recommendation: The Zone of Annexation is scheduled before the Planning Commission on September 10, 2013.

Financial Impact/Budget: The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use taxes will be collected within the enclaved area upon annexation.

Legal issues: It is noted that upon annexation the existing land use(s) may continue.

The owner of 3122 E Road presently has one mule on about 1.85 acres. Section 21.04.030(a) addresses the keeping of livestock, permitting one large animal (such as a

mule) for every one-half (1/2) acre of property. The mule, and additional animals, would therefore be allowed under the above cited section.

Other issues: There are two properties included in this annexation. Both property owners within the enclave have been contacted via letter about the annexation. A meeting was held by the planner with Mr. Gordon Wild, the owner of 3122 E Road.

Answers to common questions about this annexation are addressed in the attached FAQ, which was sent to the property owners.

Previously presented or discussed: No.

Attachments:

6. Staff report/Background information
7. Annexation Summary
8. Frequently Asked Questions (FAQ)
9. Annexation Map
10. Aerial Photo
6. Future Land Use Map
7. Existing City/County Zoning Map
8. Resolution
9. Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		3122 and 3124 E Road		
Applicant:		City of Grand Junction		
Existing Land Use:		Single Family Residential		
Proposed Land Use:		Residential		
Surrounding Land Uses:	North	Vacant		
	South	Single Family Residential / Agricultural		
	East	Agricultural		
	West	Single Family Residential / Agricultural		
Existing Zoning:		County RSF-R (Residential Single-Family Rural)		
Proposed Zoning:		R-8 (Residential 8 du/ac)		
Surrounding Zoning:	North	R-8 (Residential 8 du/ac)		
	South	R-5 (Residential 5 du/ac)		
	East	R-8 (Residential 8 du/ac)		
	West	R-8 (Residential 8 du/ac)		
Future Land Use Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		X	Yes	No

The annexation area consists of 3.65 acres, encompassing two parcels and no public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three years. The property has been enclaved since January 19, 2009 by the Freedom Meadows Annexation.

The following annexation and zoning schedule is being proposed:

ANNEXATION SCHEDULE

September 4, 2013	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
September 10, 2013	Planning Commission considers Zone of Annexation
October 2, 2013	Introduction Of A Proposed Ordinance on Zoning by City Council
October 16, 2013	Public Hearing on Annexation and Zoning by City Council
November 17, 2013	Effective date of Annexation and Zoning

WILD ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2013-334	
Location:	3122 and 3124 E Road	
Tax ID Number(s):	2943-103-00-052 and -053	
# of Parcels:	2	
Population:	2	
# of Parcels (owner occupied):	2	
# of Dwelling Units:	2	
Acres land annexed:	3.65	
Developable Acres Remaining:	3.65	
Right-of-way in Annexation:	None	
Previous County Zoning:	County RSF-R (Residential Single-Family Rural)	
Proposed City Zoning:	R-8 (Residential 8 du/ac)	
Current Land Use:	Single Family Residential	
Future Land Use:	Residential	
Values:	Assessed:	\$23,840
	Actual:	\$299,560
Address Ranges:	3122 and 3124 E Road	
Special Districts:	Water:	Clifton Water District
	Sewer:	Persigo 201 sewer service boundary
	Fire:	Clifton Fire Protection District
	Drainage:	Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Irrigation:	Grand Valley Irrigation Company
	Pest:	Grand River Mosquito Control District



Wild Enclave Annexation **FREQUENTLY ASKED QUESTIONS**

WHY ARE WE BEING ANNEXED?

The City and County signed the Persigo Agreement in 1998 to ensure that all development within the 201 Sewer Service area is eventually incorporated into the City. As property is annexed and developed, existing development can become "enclaved". These gaps are to be incorporated into the City within five (5) years, according to the agreement.

WHAT SERVICES CAN THE CITY PROVIDE?

The City offers Police, Street Maintenance, and Planning Services to all its citizens, including programs such as Spring Cleanup and Fall Leaf Collection. You will maintain your current garbage hauler.

WHAT WILL HAPPEN TO MY TAXES?

The City will assess a mill levy (currently 8 mills or \$8 per \$1000 of assessed valuation) on all taxable real property within the enclaved area. Fire Protection will still be provided by the Clifton Fire Protection District, but the existing levy (currently 7.72 mills) which goes exclusively to the Clifton Fire Protection District will be discontinued after annexation. Therefore, the total increase in levy is only 0.28 mills. Purchases within the enclaved area and/or for delivery to a City address will be subject to the 2.75% City Sales Tax. In addition, certain franchise utilities, such as cable and electric, will include a franchise fee on future statements.

WHAT IF I WANT TO BUILD SOMETHING ON MY PROPERTY?

The City Planning Division can assist you in obtaining the proper permits for new construction, building additions, change of use, or other development on your property.

CAN WE OPPOSE THIS ANNEXATION?

State Law permits unilateral annexations (meaning without consent of property owners) and the Persigo Agreement requires annexation of enclaved properties, to provide for orderly development and provision of services.

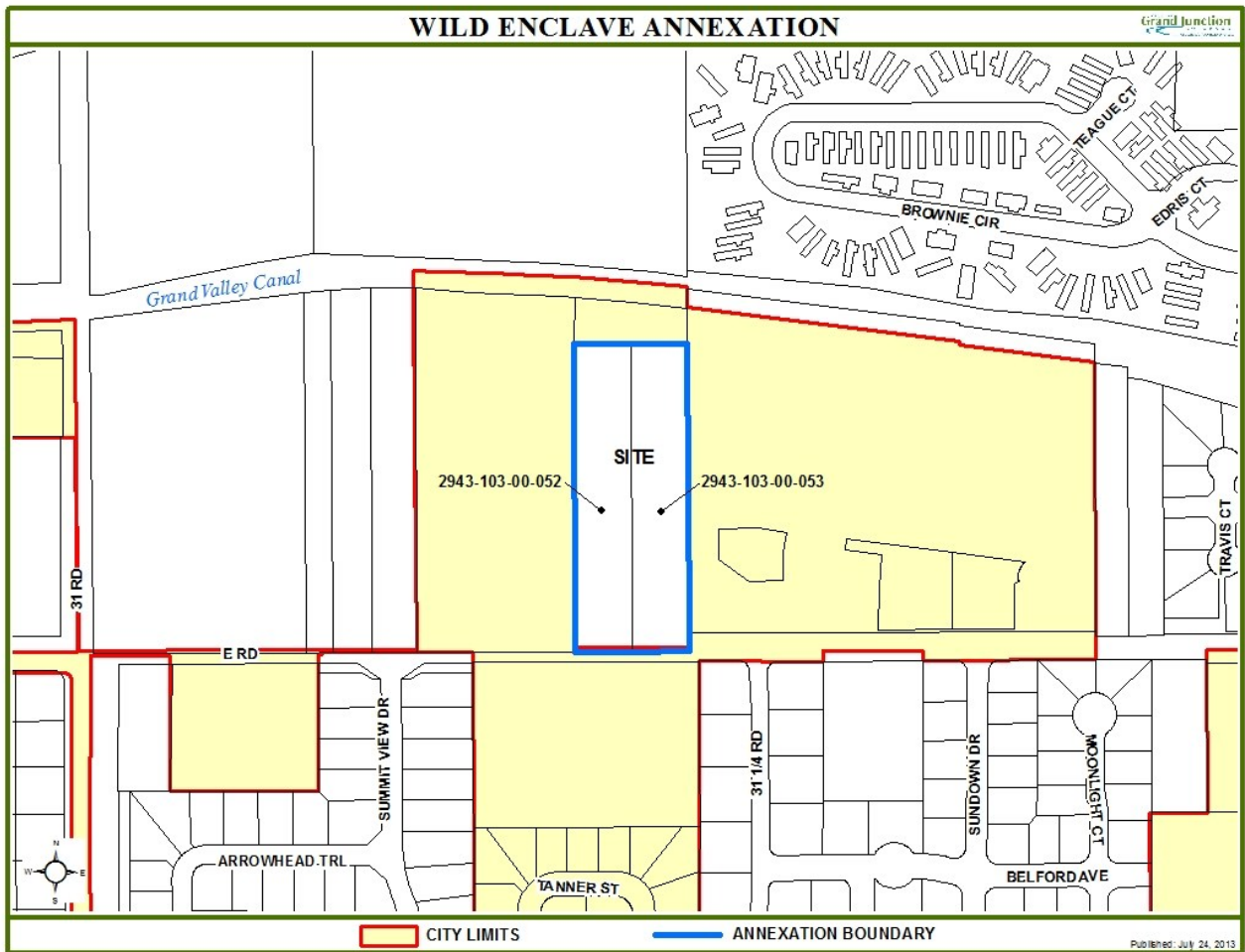
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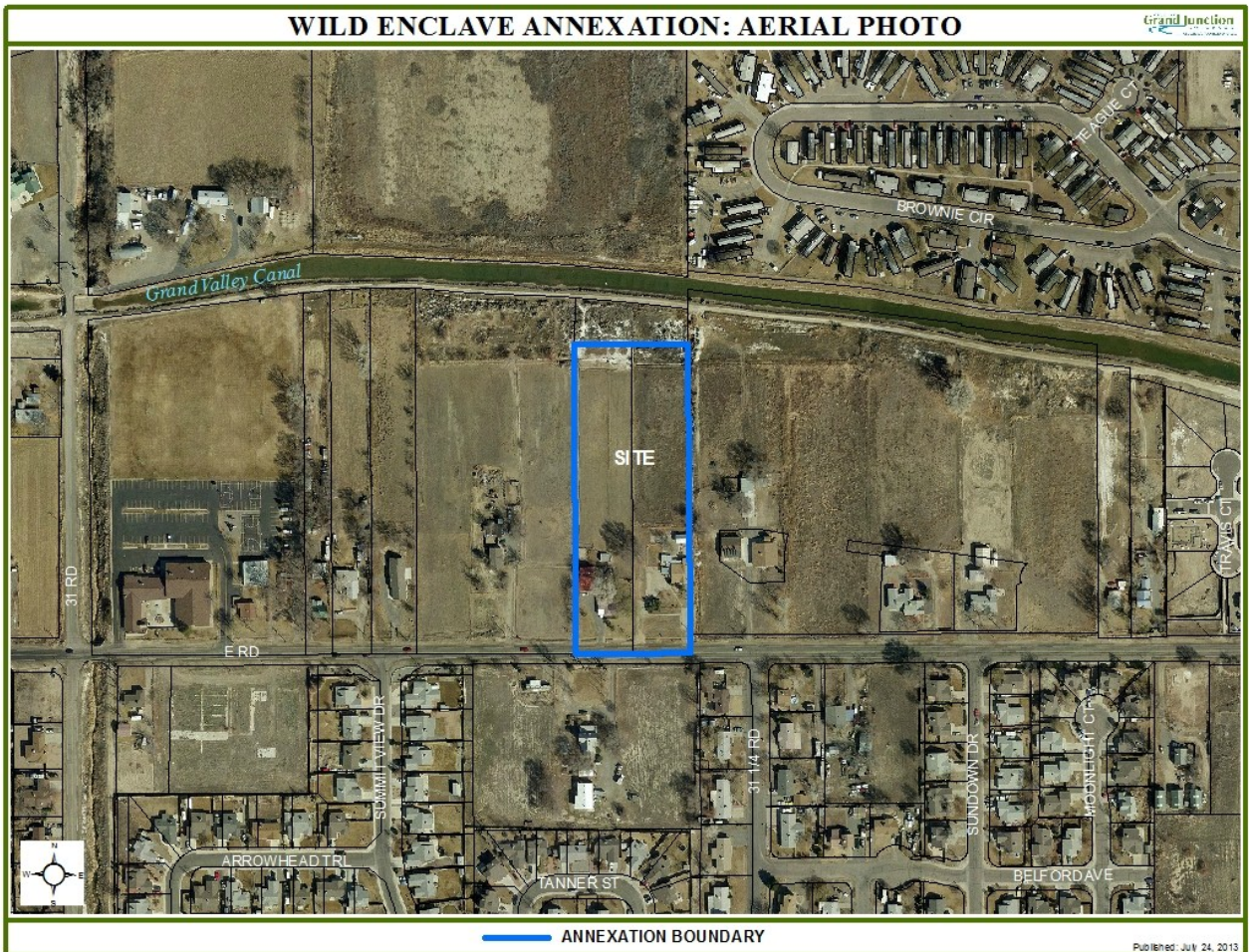
Annexation Map

Figure 1

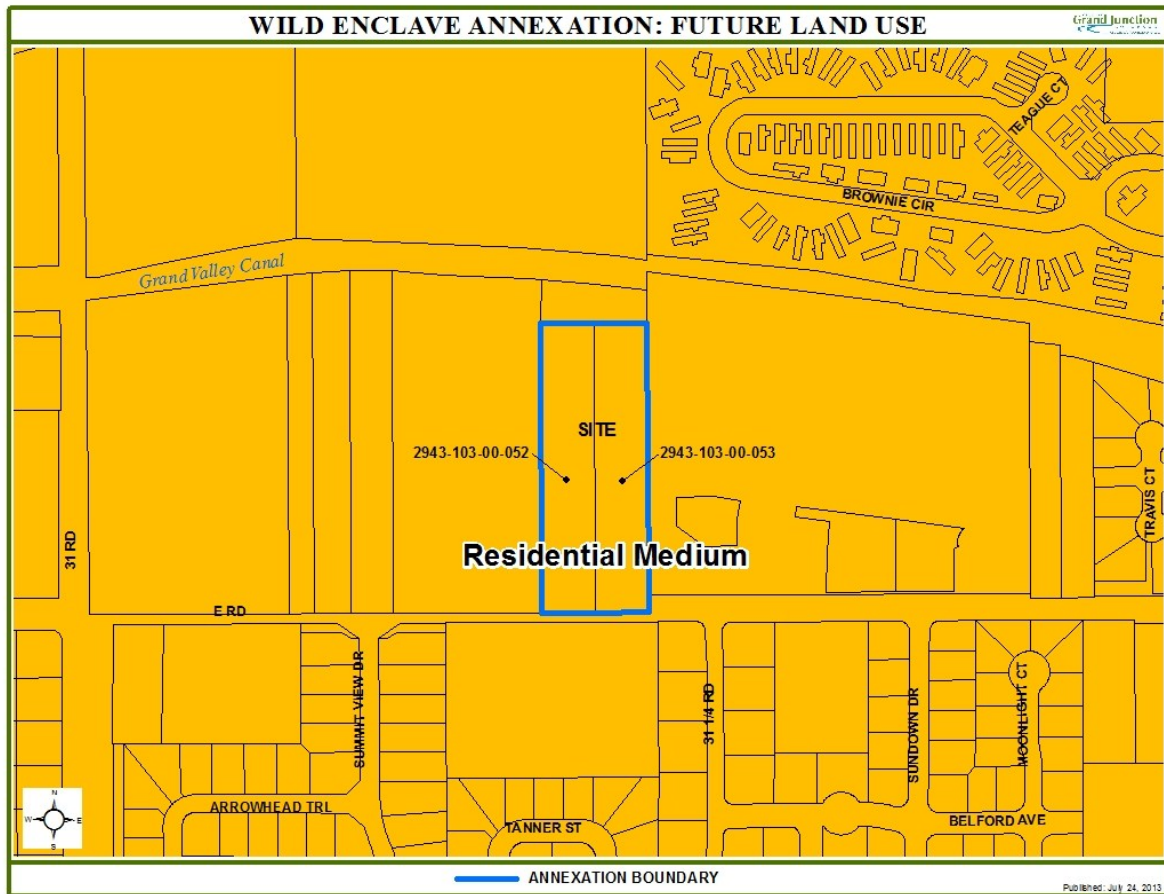


Aerial Photo

Figure 2

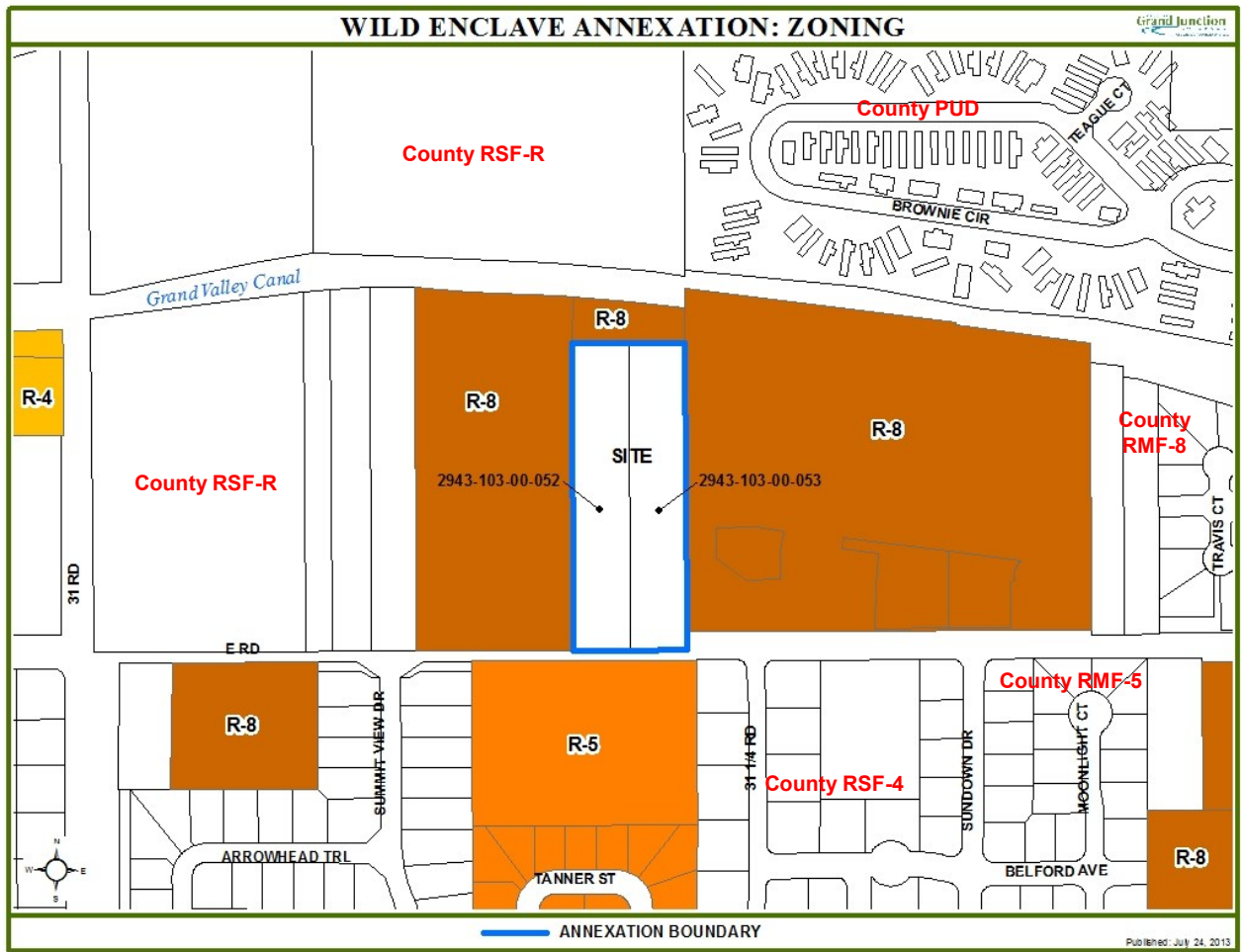


Comprehensive Plan – Future Land Use Map Figure 3



Existing City and County Zoning Map

Figure 4



**NOTICE OF INTENT
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4th day of September, 2013, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS THE**

WILD ENCLAVE

LOCATED AT 3122 AND 3124 E ROAD

CONSISTING OF APPROXIMATELY 3.65 ACRES

**WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 4th day of September, 2013, the Public Works, Utilities and Planning Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Wild Enclave and more particularly described as follows:

WILD ENCLAVE ANNEXATION

A certain enclaved parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL the lands bounded on the East by Pioneer Meadows Annexation, City of Grand Junction Ordinance 4267, as same is recorded in Book 4700, Page 883 and bounded on the North, West and South by Freedom Meadows Annexation, City of Grand Junction Ordinance 4312, as same is recorded in Book 4772, Page 465, all in the Public Records of Mesa County, Colorado.

CONTAINING 159,417 Square Feet or 3.65 Acres, more or less, as described.

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three years, pursuant to C.R.S. 31-12-106(1);

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

4. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area, pursuant to the Municipal Annexation Act of 1965.
5. That the ordinance annexing the subject area was introduced and given first reading on this 4th day of September, 2013, with a second reading and public hearing on the proposed annexation ordinance to be held on the 16th day of October, 2013, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM.
6. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals, and zoning approvals shall, as of this date, be submitted to the Public Works, Utilities and Planning Department of the City.

ADOPTED the ___ day of _____, 2013.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

WILD ENCLAVE ANNEXATION

LOCATED AT 3122 AND 3124 E ROAD

CONSISTING OF APPROXIMATELY 3.65 ACRES

WHEREAS, on the 4th day of September, 2013, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the Wild Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 16th day of October, 2013; and

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three years, pursuant to C.R.S. 31-12-106(1); and

WHEREAS, the requirements of Section 30, Article II of the Colorado Constitution have been met, specifically that the area is entirely surrounded by the annexing municipality.

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

That the property situate in Mesa County, Colorado, and described to wit:

WILD ENCLAVE ANNEXATION

A certain enclaved parcel of land lying in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL the lands bounded on the East by Pioneer Meadows Annexation, City of Grand Junction Ordinance 4267, as same is recorded in Book 4700, Page 883 and bounded on the North, West and South by Freedom Meadows Annexation, City of Grand Junction Ordinance 4312, as same is recorded in Book 4772, Page 465, all in the Public Records of Mesa County, Colorado.

CONTAINING 159,417 Square Feet or 3.65 Acres, more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading the ____ day of _____, 2013 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2013 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk



Attach 4

CITY COUNCIL AGENDA ITEM

Date: August 16, 2013
Author: Scott D. Peterson
Title/ Phone Ext: Senior
Planner/1447
Proposed Schedule: 1st Reading:
September 4, 2013
2nd Reading: September 18,
2013
File #: GPA-2007-263

Subject: Zoning the Cunningham Investment Company Annexation (Crispell Property), Located at 2098 E 1/2 Road
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Hearing for September 18, 2013
Presenter(s) Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

A request to zone the 27.7 +/- acre Cunningham Investment Company Annexation consisting of one unplatted parcel located at 2098 E 1/2 Road to R-E (Residential – Estate, 1 dwelling unit/acre) zone district.

Background, Analysis and Options:

The existing 27.7 +/- acre parcel of land is located at 2098 E 1/2 Road in the Redlands. The previous property owner, Cunningham Investment Company, requested this property be annexed into the City limits in anticipation of future residential subdivision development. The property was annexed by the City on January 16, 2008, but was not zoned pending the property owner's request to amend the Growth Plan Future Land Use Map from Estate to Residential Medium Low (2 - 4 du/ac) to allow for more residential density on the property. The request to amend the Growth Plan was ultimately denied by the City Council on February 4, 2008. The Grand Junction Comprehensive Plan was adopted by City Council on February 10, 2010 which replaced the previous Growth Plan. The property is annexed but not zoned to a City zone district and has gone through two changes of ownership. In order to zone the property in accordance with the Zoning and Development Code and State Statutes, the City of Grand Junction has been working with the current property owner, LL Crispell LLC, who is requesting that the property be zoned R-E (Residential - Estate) to be consistent with the current Comprehensive Plan Future Land Use Map designation of Estate. The R-E zone district allows a minimum of a 1 acre lot size and a residential density not to exceed 1 dwelling unit per acre. No development at this time is being proposed with this zoning request.

How this item relates to the Comprehensive Plan Goals and Policies:

The proposed zoning of R-E (Residential - Estate) meets with Goals 1, 3 and 5 of the Comprehensive Plan by implementing land use decisions that are consistent with the Comprehensive Plan, spreading future growth throughout the community and by providing a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County and other service providers.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested Zone of Annexation at their August 13, 2013 meeting.

Financial Impact/Budget:

N/A.

Legal issues:

There are no legal issues arising out of the first reading and/or the form of the proposed zoning ordinance. The City Attorney has reviewed and approved the form of the ordinance.

Other issues:

None.

Previously presented or discussed:

Property was annexed by the City Council on January 16, 2008.

Attachments:

Staff Report / Background Information
Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City and County Zoning Map
Zoning Ordinance

BACKGROUND INFORMATION				
Location:		2098 E 1/2 Road		
Applicants:		LL Crispell LLC, Owner City of Grand Junction, Representative		
Existing Land Use:		Vacant land		
Proposed Land Use:		N/A at this time		
Surrounding Land Use:	North	Single-family detached (2+ acres)		
	South	Single-family detached (5+ acres) and vacant acreage		
	East	Single-family detached (2+ acres)		
	West	Single-family detached (2+ acres)		
Existing Zoning:		None		
Proposed Zoning:		R-E (Residential - Estate)		
Surrounding Zoning:	North	RSF-2 (Residential Single Family – 2 du/ac) and RSF-4 (Residential Single Family – 4 du/ac) (County)		
	South	RSF-2 (Residential Single Family – 2 du/ac) and RSF-4 (Residential Single Family – 4 du/ac) (County)		
	East	RSF-4 (Residential Single Family – 4 du/ac) (County)		
	West	RSF-2 (Residential Single Family – 2 du/ac) (County)		
Future Land Use Designation:		Estate (1 – 3 acres)		
Blended Residential Land Use Categories Map (Blended Map):		Residential Low (Rural – 5 du/ac)		
Zoning within density range?		X	Yes	No

Neighborhood Meeting:

A Neighborhood Meeting was held on June 17, 2013. Three phone calls were received by City staff and six residents of the area attended the meeting. To date, City staff has not heard any negative comments regarding the proposed zoning of R-E. In fact, all comments received were in favor of the proposed zoning or had no opinion.

Section 21.02.140 (a) of the Grand Junction Zoning and Development Code

Zone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

Subsequent events have not invalidated the original premises and findings. The property was annexed in 2008 and the zoning is being triggered by the Persigo Agreement between Mesa County and the City of Grand Junction, the Zoning and Development Code and State Statutes which requires all property within the City to be zoned to a City zone district. The requested zone of R-E implements the Comprehensive Plan Future Land Use Map designation of Estate. No development at this time is being proposed with this zoning request.

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;

The residential character of this area of the Redlands and E 1/2 Road is single-family detached on large acreage ranging in size from 2 + acres to 59.7 +/- acres. The character and condition of the area has not changed.

This criterion has not been met.

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

Adequate public and community facilities and services are available to the property at this time, and are sufficient to serve one single-family detached home in the R-E zone district. Ute Water is presently located within the E 1/2 Road right-of-way, however the property does not have access to sanitary sewer at this time. The applicant would be allowed to construct one house on the property and have a septic system to serve the proposed house in accordance with the Mesa County Health Department.

The existing E 1/2 Road from 20 1/2 Road is unpaved and does not meet current City standards. Future development of the property that creates additional lots will require connection to the City sewer system which would have to be extended from the Highway 340, Broadway, dedication of right-of-way and pavement of minimum road access (20' paved surface) to 20 1/2 Road. Xcel Energy is the electrical and gas service provider in the Redlands. Local schools are also located nearby (Redlands Middle School, Broadway and Wingate Elementary Schools). Both Xcel Energy and the school district have adequate capacity to serve a proposed residential density as identified by the R-E zone district at a maximum of one dwelling unit per acre.

This criterion has been met.

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

There is very little R-E zoning within the City because this zone district is reserved for large acreage development with a minimum of 1 acre lot size. In fact, there are only 21 lots that total 156 +/- acres that are zoned R-E within the City limits. Much of the property in this area of the Redlands is in the unincorporated area of Mesa County, therefore there is an inadequate supply of R-E land in this area of the City.

This criterion has been met.

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

The Comprehensive Plan Future Land Use Map allows the applicant to request a zoning of R-E which supports Goals 1, 3 and 5 of the Comprehensive Plan. The benefit to the area and community will be zoning of the property that will allow new residential estate development in an area that has a strong demand for that housing type, one house on large acreage.

This criterion has been met.

Alternative zone districts that implement the Estate land use designation: In addition to the zoning that the petitioner has requested, the following zone districts would also implement the Comprehensive Plan Estate land use designation for the subject property:

- a. R-R (Residential - Rural)
- b. R-1 (Residential – 1 du/ac)
- c. R-2 (Residential – 2 du/ac)
- d. R-4 (Residential – 4 du/ac)
- e. R-5 (Residential – 5 du/ac)

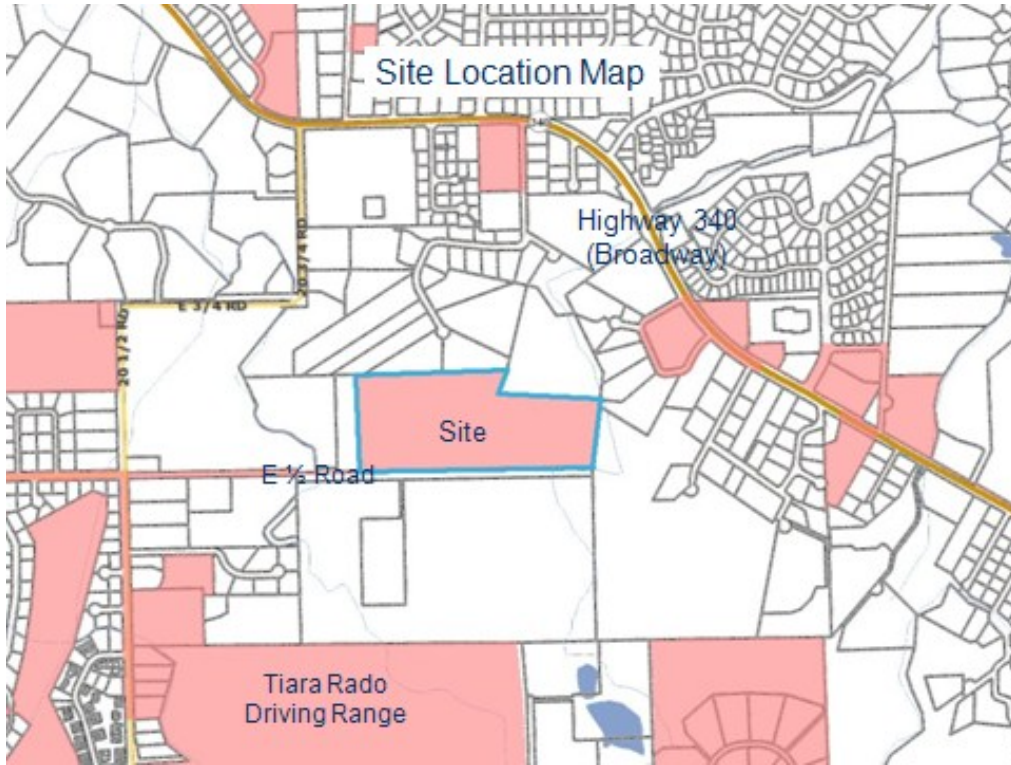
The Planning Commission is recommending the R-E zone district since it allows a minimum lot size of one acre and provides for an appropriate residential density that can be served by the existing infrastructure. The R-E zone is the most appropriate zone district to serve as a transition between the nearby Neighborhood Center to the east and Residential Medium Low land use designation to the north and west.

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the City Council is recommending an alternative zone designation.

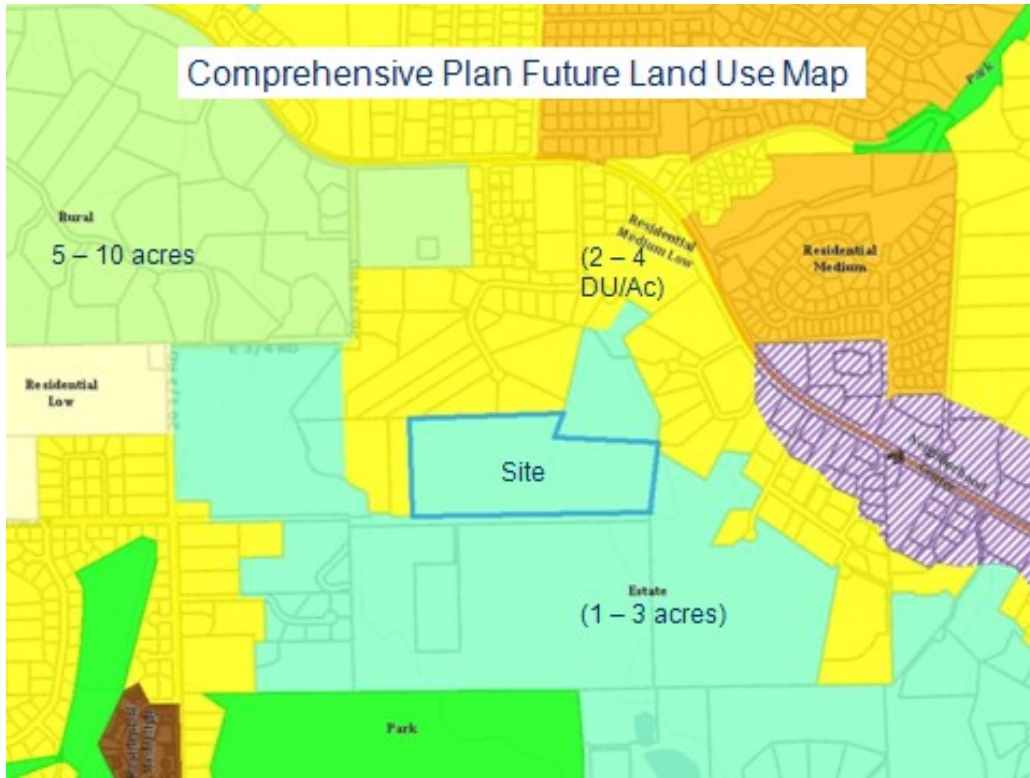
PLANNING COMMISSION RECOMMENDATION:

After reviewing the Cunningham Investment Company Zone of Annexation, GPA-2007-263, a request to zone the property R-E (Residential – Estate, 1 dwelling unit/acre), the following findings of fact and conclusions have been determined:

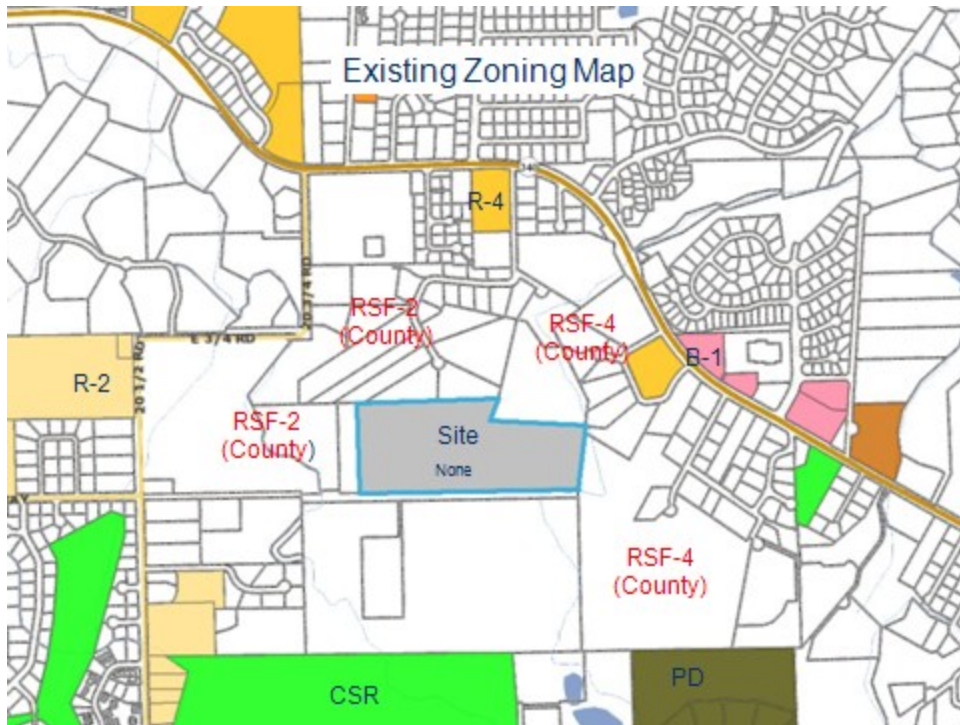
1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code, specifically criteria 3, 4 and 5 have been met.



Comprehensive Plan Future Land Use Map



Existing Zoning Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE CRISPELL PROPERTY,
ALSO KNOWN AS THE CUNNINGHAM INVESTMENT COMPANY ANNEXATION TO
THE R-E (RESIDENTIAL – ESTATE) ZONE DISTRICT**

LOCATED AT 2098 E 1/2 ROAD

Recitals:

The property was annexed by the City on January 16, 2008 but was unzoned pending the previous property owner's request to amend the Growth Plan Future Land Use Map from Estate to Residential Medium Low (2 - 4 du/ac) to allow for more residential density on the property. The request to amend the Growth Plan was ultimately denied by the City Council on February 4, 2008.

The property is annexed but not zoned to a City zone district and has gone through two changes of ownership. In order to zone the property in accordance with the Zoning and Development Code and State Statutes, the City of Grand Junction has been working with the current property owner, LL Crispell LLC, who is requesting that the property be zoned R-E (Residential – Estate, 1 dwelling unit/acre) to be consistent with the current Comprehensive Plan Future Land Use Map designation of Estate. The R-E zone district allows a minimum of a 1 acre lot size and a residential density not to exceed 1 dwelling unit per acre. No development at this time is being proposed with this zoning request.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Crispell property to the R-E (Residential - Estate) zone district for the following reasons:

The R-E zone district implements the Estate land use designation shown on the Future Land Use map of the Comprehensive Plan, and meets the Comprehensive Plan's goals and policies and is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the R-E (Residential – Estate) zone district to be established.

The Planning Commission and City Council find that the R-E (Residential – Estate) zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property shall be zoned R-E (Residential – Estate, 1 dwelling unit/acre).

A certain parcel of land located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 22 and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 NE 1/4 of said Section 22 and assuming the South line of the SE 1/4 NE 1/4 of said Section 22 bears N 89°30'14" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°30'14" W, along the South line of the NE 1/4 SE 1/4 of said Section 22, a distance of 476.95 feet to the POINT OF BEGINNING; thence from said Point of Beginning, along the boundary of that certain parcel of land described in Book 2566, Page 428 and Book 5188, Page 718, Public Records of Mesa County, Colorado the following seven (7) courses: (1) N 00°06'14" E a distance of 737.51 feet, (2) S 89°54'21" E a distance of 1151.54 feet, (3) S 22°12'18" W a distance of 188.16 feet, (4) S 85°08'25" E a distance of 784.87 feet, (5) S 09°06'35" W a distance of 511.79 feet to a point on the South line of the SW 1/4 NW 1/4 of said Section 23; (6) N 89°48'44" W, along the South line of the SW 1/4 NW 1/4 of said Section 23 a distance of 933.19 feet to a point being the Southwest corner of the SW 1/4 NW 1/4 of said Section 23; (7) N 89°30'14" W, along the South line of the SE 1/4 NE 1/4 of said Section 22 a distance of 849.63 feet, more or less, to the Point of Beginning.

CONTAINING 1,207,398 Square Feet or 27.71 Acres, more or less, as described.

Introduced on first reading this ___ day of _____, 2013 and ordered published in pamphlet form.

Adopted on second reading this __ day of _____, 2013 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Date: August 23, 2013
 Author: Harry M. Weiss
 Title/ Phone Ext: DDA Exec Director /
256-4134
 Proposed Schedule: September 4,
2013
 2nd Reading: _____
 File # _____

Attach 5

CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Santos Enterprises, Inc. dba Café Sol Located at 420 Main Street
Action Requested/Recommendation: Adopt Proposed Resolution
Presenter(s) Name & Title: Harry M. Weiss, DDA Executive Director

Executive Summary:

Santos Enterprises, Inc., located at 420 Main Street, is a new tenant occupying the former location of Fins Grill restaurant. As a new business entity, Santos Enterprises, Inc. is requesting a first-time Outdoor Dining Lease for an area measuring 164.50 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to include the leased area in their licensed premise and allow alcohol sales in this area. The outdoor dining area comprises the same enclosed sidewalk dining area that was occupied by Fins Grill.

Background, Analysis and Options:

Council approved the expansion of sidewalk dining with liquor service in July 2004. However, at that time, it was made clear that permission to serve alcohol on the sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under the business’s individual liquor license. In Spring 2012 Council approved a newly revised standard Lease Agreement that is being used in this instance. Approval of this lease will allow the applicant to apply for expansion of its premises through the proper State and City agencies.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, and offers a significant business opportunity for increased sales and greater customer satisfaction.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The financial impact to the City is the receipt of the annual lease payment.

Legal issues:

The City Attorney has reviewed and approved the form of the lease.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way to Santos Enterprises, Inc., with supporting documents

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO SANTOS ENTERPRISES, INC. DBA CAFÉ SOL**

Recitals:

The City has negotiated an agreement for Santos Enterprises, Inc., to lease a portion of the sidewalk right-of-way located in front of 420 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Santos Enterprises Inc.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for an initial term commencing September 5, 2013, and terminating October 31, 2014, for the rental sum of \$191.90, to Santos Enterprises, Inc.

PASSED and ADOPTED this ____ day of _____, 2013.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 20____, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Santos Enterprises, Inc. dba Café Sol, as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 164.50 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A. A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The initial term of this Agreement shall be for the period commencing on September 5, 2013. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on October 31, 2014.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year in the total sum of \$ 191.90, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music

performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such

fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code, and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises.

Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

The City by this demise hereby conveys no rights or interest in the public way except

the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

i) If Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

vi) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Santos Enterprises, Inc.
130 Texas Avenue
Grand Junction, CO 81501

To Agent: Downtown Development Authority, c/o Executive Director
248 South 4th Street
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

Lessee:

By: Richard Englehart, City Manager

Santos Enterprises, Inc.
By: Nicholas Santos

Agent: Downtown Development Authority

By: Harry M. Weiss, Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch)

The area of sidewalk immediately in front of and abutting 420 Main Street, Grand Junction, CO (Mesa County Parcel Number 2945-143-16-010) more particularly described in the dimensioned sketch below:

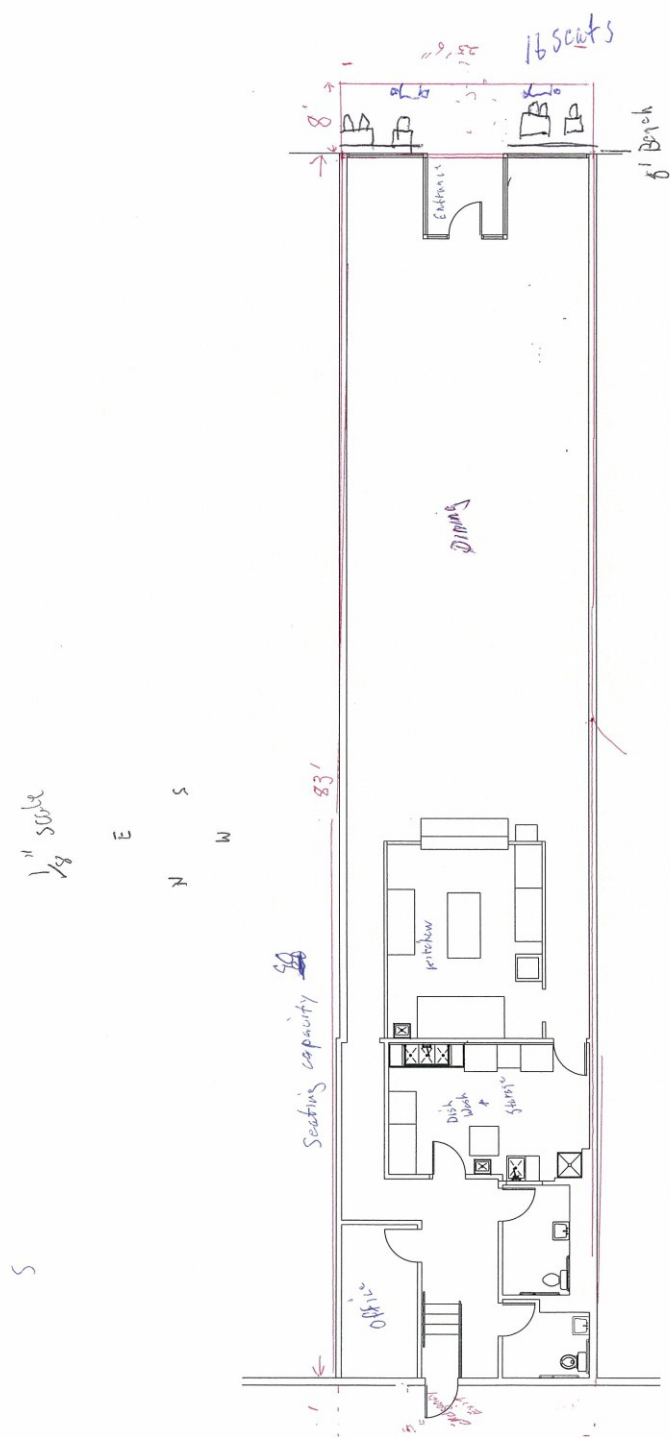


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): _____

DBA (if needed): _____

Applicant / Relationship to Business: _____

Contact Phone and Email: _____

Type of Food/Beverage to be served in leased area: _____

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction:

Number of tables to be used in the leased area: _____

Number of chairs to be used in the leased area: _____

Semi-permanent or movable structures including carts, stands, signs, etc: _____

Describe any musical or vocal presentations or effects to be used in the leased area:

Copies of Current

Permits & Licenses Obtained: State Sales Tax _____

City Sales Tax _____

Liquor License _____

Restaurant/Food Service _____

Proof of Liability Insurance Coverage Provided? _____

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: _____

Date: _____

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, _____, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this ____ day of _____, 20__.

Signed: _____

CITY COUNCIL AGENDA ITEM

Date: 08/15/2013

Author: John Hall

Title/ Phone Ext: Health and Safety
Chief, 5804

Proposed Schedule: 09/04/2013

2nd Reading (if applicable): __

File # (if applicable): _____

Subject: Acceptance of a State EMS Grant and Re-chassis of a Type III Ambulance

Action Requested/Recommendation: Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, CO in the Amount of \$142,162 for the Re-chassis of a Life Line Type III Ambulance and Authorize the City Manager to Accept the Colorado Emergency Medical Services Provider Grant Award of \$71,081 for this Purchase

Presenter(s) Name & Title: Ken Watkins, Fire Chief
Jay Valentine, Internal Services Manager

Executive Summary:

The Fire Department has been awarded a State emergency medical services provider grant in the amount of \$71,081 to offset a total cost of \$142,162 to re-chassis a Life Line Type III Ambulance. The new unit will replace a 12 year old ambulance that has a history of mechanical and service issues.

Background, Analysis and Options:

Representatives from the Fire Department, Fleet, and Purchasing have evaluated several ambulances in the past and found that the Life Line ambulance met the specifications. Life Line has successfully replaced the chassis on three department ambulances and warrants the re-chassis ambulance as if it is a new ambulance. A Life Line ambulance "box" comes with a lifetime warranty allowing for re-chassis indefinitely. Life Line has been determined to be the best overall value for the Fire Department and is also the manufacturer of seven current department ambulances.

How this item relates to the Comprehensive Plan Goals and Policies:

- Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

Acceptance of this award and purchase authorization replaces a Ford chassis that has had major mechanical and electrical issues and will maintain the number of ambulances currently in service.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

If authorized, a grant award of \$71,081 will be used to assist with this purchase along with a 50% match by the City. The General Fund has budgeted funds appropriated for this re-chassis.

Legal issues:

There are no legal issues with this purchase.

Other issues:

Re-chassis of an ambulance each year would place them on an eight year rotation. The maintenance cost of this unit for 2013 has exceeded \$12,000.

Previously presented or discussed:

This item was discussed during the 2013 budget process and adoption.

Attachments:

None



Date: August 1, 2013
Author: John Shaver
Title/ Phone Ext: 1506
Proposed Schedule: 1st Reading:
August 7, 2013
2nd Reading: September 4, 2013
File #: N/A

Attach 7
CITY COUNCIL AGENDA ITEM

Subject: Amending the Grand Junction Municipal Code to Prohibit Retail Sale of Marijuana
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Ordinance
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

Amendment 64 to the Colorado State Constitution allows local governments to regulate or prohibit marijuana retail stores as well as cultivation, manufacturing, and testing facilities by ordinance or by placing a ballot measure on the General Election ballot. Based on direction previously provided by the City Council, Staff has prepared an ordinance prohibiting marijuana businesses in Grand Junction for the Council’s consideration.

Background, Analysis and Options:

On November 6, 2012, the voters of the State of Colorado approved a ballot initiative amending the Colorado Constitution making the possession, use, purchase, display and transporting of one ounce or less of marijuana lawful for persons 21 years of age or older. Known as “Amendment 64,” Article XVIII, Section 16 of the Colorado Constitution also authorizes local governments to license, regulate, tax or prohibit marijuana retail stores, cultivation facilities, product manufacturing facilities and testing facilities. If the City takes no action to prohibit them by October 1, 2013, marijuana businesses could begin operation in the City pursuant to the State licensing scheme. The City may also place a question of local prohibition on a General Election ballot.

In April 2011, the City electors decided to prohibit medical marijuana related business facilities within the City. November 6, 2012 election results also indicated that local voters disapprove the recreational use of marijuana. Amendment 64 is also in conflict with the Federal Controlled Substances Act, which categorizes marijuana as a Schedule I controlled substance. Given these considerations, Council may feel it is appropriate to prohibit the establishment and operation of marijuana businesses within the City of Grand Junction.

How this item relates to the Comprehensive Plan Goals and Policies:

This item relates to Goal 12, and to Policies 12A and 12B. From one point of view, an ordinance prohibiting marijuana cultivation, retail, manufacturing and testing operations could be seen as inhibiting economic growth, economic diversity, and commercial and industrial development. From another point of view, however, marijuana related commercial and industrial activity can have deleterious effects on the City's commerce, culture and tourism. Local voters have tended to indicate that they do not consider marijuana related businesses to be appropriate for the community because of the real and potential negative primary and secondary effects of marijuana related activity.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

Prohibition of marijuana business will have revenue consequences for the City. Assuming the statewide ballot measure approving the marijuana excise and sales tax rates established by House Bill 1318 passes, City staff estimates that \$86,160 - \$141,777 annual local sales tax revenue and \$50,000 - \$80,000 annual distribution from state collected sales taxes would be available to the City. Prohibition of marijuana business means foregoing these potential public revenues.

Attachments:

Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE PROHIBITING THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, AND RETAIL MARIJUANA STORES, AND AMENDING THE GRAND JUNCTION MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION PROHIBITING CERTAIN USES RELATING TO MARIJUANA

RECITALS:

The Grand Junction Municipal Code regulates a variety of businesses and land uses that occur and/or are proposed to occur within the City. On November 6, 2012 Colorado voters approved Amendment 64 which is now known as Article XVIII, Section 16 of the Colorado Constitution ("Amendment 64.") The Amendment decriminalized certain activity with respect to the use, possession, transportation and distribution of marijuana. With the adoption of Amendment 64 comes the possibility of business and commercial activity(ies) and enterprise(s) being allowed subject to State and local licensing or the local prohibition of the same.

Considering that in April 2011 the City electors overwhelmingly decided to prohibit medical marijuana related facilities within the City of Grand Junction; that marijuana continues to be prohibited as a Schedule I controlled substance under Federal law; that the City Council may, consistent with the provisions of Amendment 64, consider the adoption of an ordinance which would prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores within the City; and that the City Council has duly and fully considered the matter and determined that it is in the best interest of the citizens of Grand Junction to prohibit certain marijuana related commercial and industrial activities and enterprises, the City Council does hereby enact the following prohibitions, exclusions and proscriptions related to and concerning marijuana within the City.

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

Title 5 of the Grand Junction Municipal Code is amended to include a new article 15, as follows (additions shown in ALL CAPS, except section designations, which are shown in the actual case as they will appear in the Code).

Title 5, Article 15 Grand Junction Municipal Code

5.15.010 MARIJUANA

UNDER THE AUTHORITY GRANTED IN ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION (AMENDMENT 64) AND THE CHARTER OF THE CITY OF GRAND JUNCTION THIS ORDINANCE IS ADOPTED BY THE CITY COUNCIL TO PROHIBIT THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, RETAIL MARIJUANA STORES AND ALL BUSINESS AND LAND USES

RELATED TO MARIJUANA IN THE CITY AND IN FURTHERANCE OF ITS STATED INTENT, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS.

AFTER DUE AND CAREFUL CONSIDERATION OF ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION AND THE CONTROLLED SUBSTANCE ACT (21 U.S.C. 811) AND THE REAL AND POSSIBLE PRIMARY AND SECONDARY EFFECTS OF THE CULTIVATION AND DISPENSING OF MARIJUANA AND/OR THE MANUFACTURING AND SALE OF MARIJUANA INFUSED PRODUCTS, THOSE BUSINESSES, OPERATIONS AND LAND USES HAVE BEEN FOUND TO ADVERSELY AFFECT THE HEALTH, SAFETY AND WELFARE OF THE CITY AND ITS INHABITANTS.

THEREFORE, IT IS AND SHALL BE UPON PASSAGE OF THIS ORDINANCE UNLAWFUL FOR ANY PERSON TO OPERATE, CAUSE TO BE OPERATED OR PERMIT TO BE OPERATED A MARIJUANA CULTIVATION FACILITY(IES), MARIJUANA PRODUCT MANUFACTURING FACILITY(IES), MARIJUANA TESTING FACILITY(IES) AND/OR A RETAIL MARIJUANA STORE(S), BUSINESS OR OPERATION RELATED THERETO IN THE CITY AND NO CITY LICENSES, PERMITS OR APPROVALS SHALL ISSUE FOR THE SAME.

5.15.011 DEFINITIONS

ALL DEFINITIONS PROVIDED IN GJMC 5.14.011 AND ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION ARE ADOPTED HEREIN UNLESS SPECIFICALLY AMENDED HEREBY.

“MARIJUANA, MARIJUANA ACESSORIES, MARIJUANA CULTIVATION FACILITY, MARIJUANA ESTABLISHMENT, MARIJUANA PRODUCT MANUFACTURING FACILITY, MARIJUANA PRODUCTS, MARIJUANA TESTING FACILITY, RETAIL MARIJUANA STORE” ALL SHALL HAVE THE SAME MEANING AS SET FORTH IN ARTICLE XVIII, SECTION 16 OF THE COLORADO CONSTITUTION OR AS MAY BE MORE FULLY DEFINED IN ANY APPLICABLE STATE LAW OR REGULATION. COLLECTIVELY THESE MAY BE KNOWN AS AND/OR REFERRED TO AS “MARIJUANA BUSINESSES”

“MARIJUANA” MAY ALTERNATIVELY BE SPELLED “MARIHUANA.”

“PERSON” SHALL MEAN A NATURAL PERSON, PARTNERSHIP, ASSOCIATION, COMPANY, CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ORGANIZATION OR ENTITY OR A MANAGER, AGENT, OWNER, OFFICER OR EMPLOYEE THEREOF.

“POSSESS OR POSSESSION” MEANS HAVING PHYSICAL CONTROL OF AN OBJECT, OR CONTROL OF THE PREMISES IN WHICH AN OBJECT IS LOCATED, OR HAVING THE POWER AND INTENT TO CONTROL AN OBJECT, WITHOUT REGARD TO WHETHER THE ONE IN POSSESSION HAS OWNERSHIP OF THE OBJECT. POSSESSION MAY BE HELD BY MORE THAN ONE PERSON AT A TIME. USE OF THE OBJECT IS NOT REQUIRED FOR POSSESSION.

“PRODUCE OR PRODUCTION” MEANS (I) ALL PHASES OF GROWTH OF MARIJUANA FROM SEED TO HARVEST, (II) COMBINING MARIJUANA WITH ANY OTHER SUBSTANCE FOR DISTRIBUTION, INCLUDING STORAGE AND PACKAGING FOR RESALE, OR (III) PREPARING, COMPOUNDING, PROCESSING, ENCAPSULATING, PACKING OR REPACKAGING, LABELING OR RE-LABELING OF MARIJUANA OR ITS DERIVATIVES WHETHER ALONE OR MIXED WITH ANY AMOUNT OF ANY OTHER SUBSTANCE.

“SALE” “SELL” “OFFER FOR SALE” “OFFER TO SELL” MEANS AND INCLUDES EVERY CONTRACT OR TRANSACTION WHETHER ORAL OR WRITTEN THAT CONTEMPLATES THE EXCHANGE OF VALUE, WHETHER MONEY OR SOMETHING ELSE, TANGIBLE OR INTANGIBLE, FOR A PRODUCT OR COMMODITY.

5.15.012 APPLICABILITY AND EFFECTIVE DATE

THIS ARTICLE SHALL APPLY TO ALL PROPERTY AND PERSONS WITHIN THE CITY OF GRAND JUNCTION.

IT SHALL BE UNLAWFUL AND A VIOLATION UNDER THIS CHAPTER FOR A PERSON TO ESTABLISH, OPERATE, CAUSE OR PERMIT TO BE OPERATED, OR CONTINUE TO OPERATE WITHIN THE CITY AND WITHIN ANY AREA ANNEXED TO THE CITY AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, A MARIJUANA CULTIVATION FACILITY, A MARIJUANA ESTABLISHMENT, A MARIJUANA PRODUCT MANUFACTURING FACILITY, A MARIJUANA TESTING FACILITY, A RETAIL MARIJUANA STORE AND/OR TO CONDUCT ANY BUSINESS AS EITHER A PRIMARY, INCIDENTAL OR OCCASIONAL ACTIVITY OR ANY OTHER OPERATION INVOLVING THE SALE OF AND/OR THE OFFER TO SELL MARIJUANA AND/OR THE ESTABLISHMENT OF A LAND USE, HOME OCCUPATION, BUSINESS OR COMMERCIAL ACTIVITY CONCERNING MARIJUANA.

PURSUANT TO THE PROHIBITION SET FORTH ABOVE ANY APPLICATION FOR A LICENSE TO OPERATE A MARIJUANA FACILITY, ESTABLISHMENT OR COMMERCIAL OPERATION SHALL BE DEEMED DENIED UPON THE DATE OF FILING THE SAME WITH THE CITY. APPLICATIONS FOR LICENSES MAY BE FILED WITH THE FINANCE DEPARTMENT.

5.15.013 MEDICAL AND PERSONAL USE MARIJUANA

NOTHING IN THIS CHAPTER SHALL PROHIBIT OR OTHERWISE IMPAIR OR BE CONSTRUED TO PROHIBIT OR IMPAIR THE CULTIVATION, USE OR POSSESSION OF MEDICAL AND/OR PERSONAL USE MARIJUANA BY A PATIENT AND/OR BY A PRIMARY CAREGIVER FOR HIS/HER PATIENTS PROVIDED THAT SUCH PATIENT OR PRIMARY CAREGIVER OR A PERSON ACTING IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ARTICLE XVIII, SEC. 14(1)(C) AND/OR ARTICLE XVIII, SEC. 16(2) OF THE COLORADO CONSTITUTION, 12-43.3-101 ET. SEQ. C.R.S. AS AMENDED, 25-1.5-106 C.R.S. AND/OR THE REGULATIONS PROMULGATED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, THE COLORADO DEPARTMENT OF REVENUE OR

ANY OTHER STATE AND/OR FEDERAL AGENCY WITH REGULATORY AUTHORITY AND THE LAWS OF THE CITY.

5.15.014 PENALTY

A VIOLATION OF ANY PROVISION OF THIS CHAPTER SHALL CONSTITUTE A MISDEMEANOR OFFENSE PUNISHABLE IN ACCORDANCE WITH SECTION 1.04.090 OF THE GRAND JUNCTION MUNICIPAL CODE. A PERSON COMMITTING A VIOLATION SHALL BE GUILTY OF A SEPARATE OFFENSE FOR EACH AND EVERY DAY DURING WHICH THE OFFENSE IS COMMITTED OR CONTINUED TO BE PERMITTED BY SUCH PERSON AND SHALL BE PUNISHED ACCORDINGLY.

THE ESTABLISHMENT, OPERATION AND/OR CONTINUATION OF ANY ACTIVITY IN VIOLATION OF THIS ARTICLE IS SPECIFICALLY DETERMINED TO CONSTITUTE A PUBLIC NUISANCE AND MAY BE ABATED BY THE CITY AS A NUISANCE AND MAY BE ENJOINED BY THE CITY IN AN ACTION BROUGHT BY BEFORE THE MUNICIPAL COURT.

THE REMEDIES SET FORTH IN THIS ARTICLE ARE AND SHALL BE DEEMED CUMULATIVE AND SHALL BE IN ADDITION TO ANY OTHER REMEDY(IES) AT LAW OR IN EQUITY THAT THE CITY MAY POSSESS OR ASSERT.

5.15.015 SEVERABILITY

THIS ORDINANCE IS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF THE CITY.

IF ANY PROVISION OF THIS ORDINANCE IS FOUND TO BE UNCONSTITUTIONAL OR ILLEGAL, SUCH FINDING SHALL ONLY INVALIDATE THAT PART OR PORTION FOUND TO VIOLATE THE LAW. ALL OTHER PROVISIONS SHALL BE DEEMED SEVERED OR SEVERABLE AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

All other provisions of Title 5 of the Grand Junction Municipal Code shall remain in full force and effect.

Section 21.04.010(d) of the Grand Junction Municipal Code shall be amended as follows (additions underlined):

- (d) **Prohibited Uses.** A blank space indicates the listed use is not allowed within the district, unless otherwise expressly allowed by another provision of this code. Marijuana related business, whether retail, commercial, industrial or agricultural, is prohibited in all zone districts in accordance with Title 5, Article 15, GJMC.

21.04.010 USE TABLE under the “Retail Sales and Service” category, the Table shall be footnoted to refer to Title 5, Article 15 GJMC.

All other provisions of Section 21.04.010 and 21.04.0140 shall remain in full force and effect.

21.04.040(g)(4) shall be amended to include MARIJUANA BUSINESSES as disallowed home occupations.

All other provisions of Section 21.04.0140 shall remain in full force and effect.

INTRODUCED ON FIRST READING AND ORDERED PUBLISHED in pamphlet form this 7th day of August, 2013.

PASSED, ADOPTED, and ordered published in pamphlet form this __ day of ____ 2013.

President of the Council

ATTEST:

City Clerk

Attach 8

CITY COUNCIL AGENDA ITEM

Subject: Federal Aviation Administration, Airport Improvement Program Grant #3-08-0027-51, Construct Terminal Building (Phase I, Including ARFF Bay), and Supplemental Co-Sponsorship Agreements

Action Requested/Recommendation:

Approve the Grant, Authorize the Mayor and City Attorney to Sign the Original Grant Documents, Approve the Supplemental Co-Sponsorship Agreements, and Authorize the City Manager to Sign the Agreement

Presenter(s) Name & Title: Rex A. Tippetts, Director of Aviation

Executive Summary:

Grant #3-08-0027-51 is a draft grant for \$3,688,829 to Construct Terminal Building (Phase I, Including ARFF Bay).

The Federal Aviation Administration requires the Supplemental Co-Sponsorship Agreement.

This grant will expire on September 19, 2013 if not accepted.

Background, Analysis and Options:

BACKGROUND

The current Passenger Terminal Facility was opened in 1982. In 2011, the Grand Junction Regional Airport conducted and approved a Terminal Area Plan Study, which assessed the current Passenger Terminal Facility on the following objectives:

- The building's existing mechanical, electrical, plumbing, fire safety and structural elements.
- Current code compliance.
- The relative "health" of the building various systems.
- Likely future capital expenditures related to these systems for the next 5, 10, and 20 years.

This report identified an estimated construction and engineering cost of over \$1.2 million to correct code and standards compliance items and another \$4.3 million in general upgrade or repairs of the existing facility to allow for continued operation of the existing terminal facility.

The Airport Authority concluded, based on the Terminal Area Plan Study, that due to the extensive operational cost of maintenance and structural deficiencies in the current facility, it would be more cost effective and efficient to replace the current passenger building with a new facility.

PROJECT SUMMARY

Phase I of the Terminal Building Expansion will be the design and construction of an Administration Building.

This will allow administrative functions to be relocated and operate normally during the rebuild of the main passenger terminal building.

The building will include:

- Approximately 22,000 square feet (Including a ARFF Bay and Community/Board Room)
- The lowest floor, basement, will provide storage areas, mechanical room and IT room.
- The second floor will house the Community/Board Room and an ARFF Bay. This floor will align with the airport apron, and on the airside, attached to the building, will be an Airport Rescue and Firefighting Bay.
- The third floor will be built out with offices, security processing, and related support spaces as required by the Airport Administration program.

PUBLIC MEETINGS/COMMENT

January 18, 2011 - Kickoff Meeting with Consultants

January 18, 2011 - Presentation at Board Meeting

April 5, 2011 - Terminal Area Plan Study Committee Initial Meeting (City, County, and other Stakeholders)

May 24, 2011 - Terminal Area Plan Study Committee Meeting (City, County, and other Stakeholders)

May 24, 2011 - FAA Grant Approved for Plan and Presentation at Board Meeting

August 16, 2011 - Terminal Area Plan Study Committee Meeting (City, County, and other Stakeholders)

August 16, 2011 – Presentation at Board Meeting

October 17, 2011 - Public Open House (24 Attendees)

October 18, 2011 – Grand Junction Regional Airport Authority Approved Terminal Area Plan

How this item relates to the Comprehensive Plan Goals and Policies:

This grant will support the City of Grand Junction's Goal of *“developing a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources”*, as outlined in the City's Comprehensive Plan, Goal #9.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority approved Grant #3-08-0027-51 on August 20, 2013.

Financial Impact/Budget:

No funds are being requested from the City of Grand Junction.

Legal issues:

The City Attorney has reviewed and approved the form of the grant documents.

Other issues:

NA

Previously presented or discussed:

NA

Attachments:

1. Federal Aviation Administration Grant Agreement #3--08-0027-51
2. City of Grand Junction Supplemental Co-Sponsorship Agreement
3. 2013 Sponsor Grant Assurances (Latest Addition)
4. List of Current Federal Aviation Administration Advisory Circulars

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**U.S. Department
of Transportation**

GRANT AGREEMENT

**Federal Aviation
Administration**

Part I - Offer

Date of Offer: August XX, 2013
Airport: Grand Junction
Regional
Project Number: 3-08-0027-51
Contract Number: DOT-FA13NM-10XX
DUNS Number: 15-613-5394

To: County of Mesa and City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority
(herein called the "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 January 18, 2013 for a grant of Federal funds for a project at or associated with Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

“Construct Terminal Building (Phase I, Including ARFF Bay)”,

all as more particularly described in the Project Application.

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NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 per centum thereof.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,688,829. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$3,688,829 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall 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 19, 2013 or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall 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 in 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 disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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

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other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. **The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the “Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects,” dated April 16, 2013, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.**
10. It is mutually understood and agreed that 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 \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. Unless otherwise approved by the FAA, 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 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;
 - c. may be increased by not more than 15 percent for land projects.
13. Approval of the project included in this agreement is conditioned on the Sponsor’s compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
14. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government’s share of the project’s estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily 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

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contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

15. TRAFFICKING IN PERSONS:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; 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 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; 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 49 CFR Part 29.

c. 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.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 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 award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

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 award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or

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individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced 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 institution 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).
16. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
17. The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
- The Sponsor further agrees to submit an Outlay Report and Request for Reimbursement (FAA Form SF-271 for construction projects) or Request for Advance or Reimbursement (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
18. For purposes of computing the United States’ share of the allowable project costs of the project, the allowable cost of the Terminal building (including ARFF Bay) included in the project shall not exceed 69.5 percent of the actual cost of the entire building.

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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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES
OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Manager, Denver Airports District Office

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 terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

COUNTY OF MESA, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest:

Title

: _____

Title:

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

DRAFT

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

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 terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title : _____

Title: _____

Certificate of Sponsor's Attorney

DRAFT

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

DRAFT

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 terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

(SEAL)

Sponsor's Designated Official Representative

Attest:

Title

: _____

Title:

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2013, 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 Application No. 3-08-0027-51 (“Project”).

D. The FAA is willing to provide \$3,688,829.00 toward the estimated costs of the Project, 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 Agreement, 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 Project 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 Agreement, 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 Project contemplated by the Grant Agreement is 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 _____
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager



FAA
Airports

Grant Assurances Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 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.
- 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 project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New
Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 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.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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. 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 insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure 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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** 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 section 44706 of Title 49, United States Code, 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, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 Section 47112 of Title 49, United States Code. 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 airmen 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 Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 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 Section 47107 of Title 49, United States Code.

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, or rights in buildings of the sponsor 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. 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 nonaviation 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. 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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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, (1) 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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.** 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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) 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. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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).
- 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 section 47102 of title 49, U.S.C.) 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.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1- 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



Attach 9

CITY COUNCIL AGENDA ITEM

Date: August 26, 2013

Author: Lee Cooper / Trent Prall

Title/ Phone Ext: Engineer - 4155

Proposed Schedule: Sept. 4, 2013

2nd Reading

(if applicable): _____

File # (if applicable): _____

Subject: Contract for the G Road Improvements from 23 ½ Road to 23 ¾ Road for the Community Hospital Medical Office Building

Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction, Inc. of Grand Junction, Colorado for the Construction of G Road Improvements near the New Community Hospital Medical Office Building in the Amount of \$601,826.90

Presenter(s) Name & Title: Greg Trainor, Public Works, Utilities, and Planning Director
Jay Valentine, Internal Services Manager

Executive Summary:

This is the contract award for the construction of a road widening on G Road in the vicinity of 23 ¾ Road. The road widening will provide for left turn lanes at 23 ¾ Road and the private entrance into the Medical Office Building complex located just west of 23 ¾ Road. The Medical Office Building complex is an ancillary development taking place in conjunction with Community Hospital's proposed development of their new hospital proposed for G Road and 23 ½ Road.

Background, Analysis and Options:

The project is required to comply with the City's Transportation Engineering Design Standards (TEDS) based on traffic study projections of traffic loads that will result from the Medical Office Building development. Additionally, the project is required to conform to the policies contained in the City's Transportation Capacity Payments ordinance.

Between 23 Road and 24 Road, G Road is a two-lane paved road with gravel shoulders. The road is bounded on the north by and irrigation tailwater and drainage ditch.

The Medical Office Building (MOB) development (related to Community Hospital's planned relocation to the south side of G Road at 23 ½ Road) is under construction at the southwest corner of the intersection of G Road and 23 ¾ Road. The traffic impact study conducted for the MOB determined the MOB development would generate

sufficient traffic to require turn lanes at 23 ¾ Road and the private entrance to the MOB campus that will be located off G Road just west of 23 ¾ Road. The turn lanes are required to bring G Road in compliance with the City’s TEDS roadway standards, given the projected traffic volumes that will result from the MOB development.

Under current Transportation Capacity Payment (TCP) policy, developers of private projects pay a fee according to the TCP schedule to offset a portion of the cost of impacts to the City’s transportation system. The City then uses these fees to construct transportation improvement projects. Given the combination of traffic that will be generated by the new MOB development, traffic engineering standards in TEDS, and the TCP policy, the City is obligated to construct the turn lanes on G Road at 23 ¾ Road and the private drive entrance to the west. These turn lanes and the associated road widening necessitate the piping of the existing Grand Valley Drainage District’s (GVDD) Cannery Drain.

The Cannery Drain flows east to west along G Road and is not part of the Wilsea Drain that the City recently acquired from the GVDD. The Wilsea drain flows southwest of the Community Hospital site. A transfer of the Cannery Drain from the GVDD to the City is not contemplated as part of the Community Hospital complex development.

A formal solicitation was issued through BidNet (an on-line site for governmental bid document distribution), posted on the City’s internet, advertised in the Daily Sentinel and the Denver Daily Journal, and sent to the Western Colorado Contractors Association (WCCA).

M.A. Concrete Construction, Inc. of Grand Junction, CO was the apparent low bidder with a bid of \$601,826.90.

Bids were received from the following companies:

Company	Location	Amount
M.A. Concrete Const.	Grand Junction, CO	\$601,826.90
Skyline Contracting	Grand Junction, CO	\$618,878.70
Elam Construction	Grand Junction, CO	\$661,737.85
Sorter Construction	Grand Junction, CO	\$851,488.30

This project is scheduled to begin September 16, 2013 and final completion is scheduled for November 15, 2013.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

This project will provide required public safety by providing required turn at an intersection involving relatively high-speed and high-volume east-west traffic combined with a large number of left turn movements. Forgoing construction of the left turn lanes would violate City traffic engineering standards and increase the potential for high-speed collisions.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The original budget of \$300,000 to complete this project is in the City's TCP Fund. Since the current appropriation does not cover the total project costs, and since there is adequate fund balance in the fund, a supplemental appropriation from the Transportation Capacity fund will be required. This additional appropriation is included in the supplemental budget request.

Project Expenses:

Total Construction Contract Amount	\$601,826.90
Reimburse MOB project for construction of ½ of 23 ¾ Road	\$133,000.00
Geotechnical Investigation	\$ 2,285.00
Roadway Striping	\$ 2,500.00
Total Estimated Project Cost	\$739,611.90

Net amount of savings **\$47,388.10**

Legal issues:

There are no legal issues associated with the bid, however future discussions are anticipated regarding the stormwater use and ownership of GVDD's Cannery Factory Drain similar to the issues raised with the Wilsea Drain.

Other issues:

The City's TCP Fund will receive \$482,475 from the Medical Office Building in 2013 and an additional \$363,252 from Community Hospital in 2014 for a total of \$845,727.

The total invested for the project is anticipated to be \$739,000 for the Medical Office Building in 2013 and \$700,000 in 2014 for Community Hospital for a total investment of \$1,439,000 between 2013 and 2014. Because of additional TCP fees paid primarily by residential developments, there are sufficient funds in the TCP fund to pay for these two projects in 2013 and 2014.

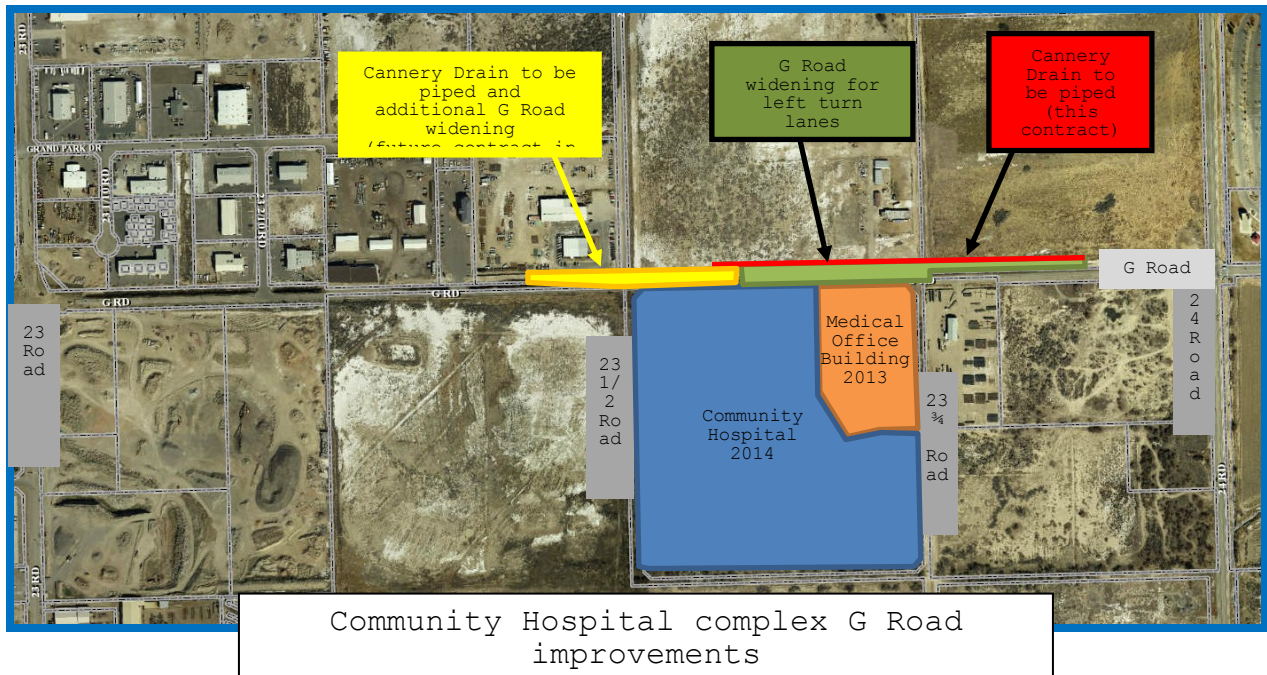
Development of the north side of G Road will not require as significant improvements as development of the south side has required due to the piping of the Cannery Drain.

Previously presented or discussed:

The TCP policy was most recently discussed on August 5, 2013 as part of the City Council readiness meeting. It was previously modified on March 6, 2013 to increase the commercial rate to be equivalent to residential as well as incentivize infill and redevelopment. This project was discussed in the fall of 2012 as part of the 2013 budget preparations.

Attachments:

Map and phasing of Community Hospital and Medical Office Building projects





Date: 7/25/13
 Author: Sonya Evans
 Title/ Phone Ext: Finance Supervisor
xt.1522
 Proposed Schedule: August 7th, 2013
 2nd Reading
 (if applicable): September 4, 2013
 File # (if applicable): _____

Attach 10
CITY COUNCIL AGENDA ITEM

Subject: 2013 Supplemental Appropriation Ordinance
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Ordinance
Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2013 amended budgets.

Background, Analysis and Options:

The supplemental budget appropriation increase is partly due to the re-appropriation of budget dollars for capital projects that were previously approved but incomplete at the end of 2012. Additional appropriation is also needed for new projects discussed and approved by City Council during 2013.

The reasons for the supplemental increases to funds are as follows:

- The increase to the General fund is due to the transfer to the Major Projects fund for the Avalon Theatre project.
- The increase to the Parkland Expansion fund is due to the Matchett master plan, Las Colonias master plan update, and the Las Colonias initial development project.
- The increase in the DDA Tax Increment and the DDA Debt Service funds are to appropriate for debt service expenditures related to the 2012 DDA TIF Bonds issued on December 17, 2012.
- The increase to the Conservation Trust fund is due to the transfer to the Lincoln Park Phase III project.
- The increase in the Sales Tax Capital Improvements fund is due to the carryforward of the White Hall project, Lincoln Park Phase II project, I-70B Utility Undergrounding project, and the purchase of 755 Struthers.
- The increase in the Storm Drainage fund is due to the carryforward of the Leach Creek drainage project.

- The increase to the DDA Capital Improvements fund is due to the contribution for the Avalon Theatre project.
- The increase to the Major Projects fund is due to the carryforward of the Public Safety project for the completion of Fire Administration and Fire Station #2 and the 2013 construction costs for the Avalon Theatre project.
- The increase in the Transportation Capacity fund is due to the 22 Road Interchange project, the Village Park project, North & 5th project, and the Community Hospital project.
- The increase in the Facilities Capital fund is due to the Lincoln Park Pool ADA Improvements project.
- The increase in the Fleet & Equipment fund is due to the carryforward of equipment that was ordered but not received in 2012.

How this item relates to the Comprehensive Plan Goals and Policies:

This action is needed to meet the plan goals and policies.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

The supplemental appropriation ordinance is presented to ensure adequate appropriation by fund.

Legal issues:

The City Attorney has reviewed and approved the form of the ordinance. If approved the ordinance will serve as the legal authorization for and in support of the expenditures stated in the ordinance.

Other issues:

N/A

Previously presented or discussed:

Several projects have been discussed previously at City Council meetings and workshops {March 20th, May 2nd, and June 19th}. Supplemental appropriation amounts discussed at July 15th workshop and additional information was provided on July 31st.

Attachments:

Proposed Supplemental Appropriation Ordinance for 2013 Budget

ORDINANCE NO. _____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2013
BUDGET OF THE CITY OF GRAND JUNCTION**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2013, to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
General Fund	100	\$ 606,861
Parkland Expansion	105	\$ 305,000
DDA Tax Increment	109	\$ 270,382
Conservation Trust	110	\$ 63,526
Sales Tax Capital Improvements	201	\$ 760,250
Storm Drainage Improvements	202	\$ 38,419
		\$ 1,326,172
DDA Capital Improvements	203	
Major Projects	204	\$ 1,160,963
Transportation Capacity	207	\$ 1,092,727
Facilities Capital	208	\$ 31,731
Equipment	402	\$ 1,196,815
DDA Debt Service	611	\$ 270,382

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 7th day of August, 2013.

TO BE PASSED, ADOPTED, AND PUBLISHED IN PAMPHLET FORM this _ day of _____, 2013.

President of the Council

Attest:

City Clerk



Attach 11

CITY COUNCIL AGENDA ITEM

Date: August 16, 2013

Author: Lisa Cox, AICP

Title/ Phone Ext: Planning

Manager/1448

Proposed Schedule:

1st Reading: August 21, 2013

2nd Reading: September 4, 2013

File #: ZCA-2013-313

Subject: Amendments to Title 21 of the Grand Junction Municipal Code to Revise the Definition of Lot Coverage

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Ordinance

Presenter(s) Name & Title: Lisa Cox, Planning Manager

Executive Summary:

The amendments to Sections 21.03.030(e) and 21.10.020 will revise the definition of lot coverage by eliminating “and other impervious surfaces”.

Background, Analysis and Options:

On April 5, 2010 the Grand Junction City Council adopted the updated 2010 Zoning and Development Code, codified as Title 21 of the Grand Junction Municipal Code (GJMC).

City Council has requested that staff propose amendments to Title 21 as needed to maintain a dynamic, responsive Zoning Code. The proposed amendments will enhance the responsiveness of the Zoning Code to the concerns of citizens and enhance its effectiveness.

The definition of lot coverage prior to 2001 was “*Lot coverage means that area of the lot or parcel which may be occupied by principal and accessory structures.*” In 2001, the City revised the Zoning Code definition of lot coverage to include “and other impervious surfaces.” This meant that driveways, patios, tennis courts, sidewalks and RV storage pads were now included in the calculation of lot coverage. In 2010, the City revised the Zoning Code and reduced the minimum lot size in several residential zone districts which further restricted the area available for lot coverage in those districts.

Lot coverage for nonresidential zone districts is generally not applicable because nonresidential lots are required to detain stormwater runoff on-site. Residential development utilizes on-site detention ponds, either as a separate parcel in the subdivision or in a regional detention facility, to detain runoff for the entire development (as opposed to a lot by lot basis).

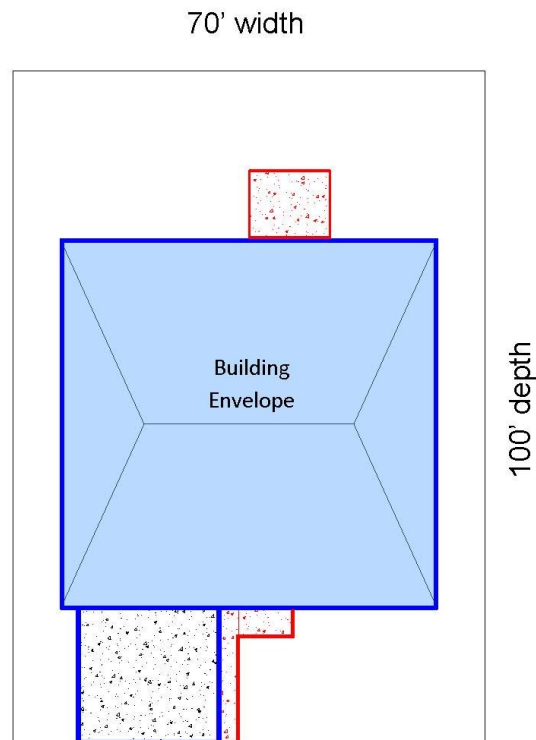
The issue with the current definition of lot coverage is not defining it to include principal and accessory structures, but including “and other impervious surfaces” as part of the



definition. Because maximum lot coverage requirements apply to residential lots, the more restrictive definition of lot coverage has created a problem for many residential lot owners as they seek to construct building additions, accessory structures or areas for outdoor living and recreation. The outdoor living space that often include patios, driveways, tennis courts, sidewalks, etc. that residents use and enjoy as part of their home environment is included as “other impervious surfaces” which has compounded the issue of lot coverage.

The City’s intention has been to regulate the residential built environment but not the surface environment. The two Code amendments made in 2001 and 2010 created nonconforming lots in all residential zone districts. For some residential zones, citizens desiring to expand their outdoor living or take greater advantage of larger lots by adding accessory structures or building additions have been denied because of the more restrictive method of calculating lot coverage since 2010. Many of these residential lots were already at the maximum allowed lot coverage due to the definition encompassing not only existing structures, but all of the hardscape and existing outdoor living space. Several citizens wanting to expand their residential living area to include more outdoor living space to take advantage of the pleasant climate in the Grand Valley have also been denied, or have unknowingly installed improvements that are not compliant with the maximum allowed lot coverage and are in violation of the Zoning Code. There are many do-it-yourself residents that spend weekends constructing patios and other amenities in their yards that are unaware that a permit may be required for their projects.

The graphic to the right shows a typical lot for the R4 zone district and the challenges that property owners face using the current definition of lot coverage:

R4 minimum lot size: 7,000 sf
Front setback: 20 feet
Side setback: 7 feet
Rear setback: 25 feet
Maximum lot coverage: 50%



-  Allowed impervious surface area
-  Typical improvements that would not be allowed (sidewalks, patio, standard width driveway)

Even in lower density zone districts, the current definition of lot coverage creates challenges. The map below shows a neighborhood zoned R1 (Residential 1du/ac with minimum lot size of 30,000 square feet) located west of 26 ½ Road, between Stepside Drive and Dahlia Drive. Each property shown with blue structures is over the allowed lot coverage for the R1 zone:



Residential Lot Analysis

In an effort to analyze the impact of the current definition of lot coverage, Planning staff surveyed approximately 5.5% of all residential lots in the City (13,933 total residential lots). Of the 788 lots that were surveyed, it is estimated that at least 282 and possibly up to 357 lots are over the allowed lot coverage (between 33 to 50 percent of the sampled lots). In addition to the lots that exceed the allowed lot coverage, many residential lots were close to the maximum lot coverage and would not be allowed to add a patio or other area of impervious surface under the current definition of lot coverage.

As part of the analysis, Planning staff and the City Development Engineer also considered the potential overall impact to drainage based on the proposed amendments. The City Development Engineer stated that all new residential development in the last 15+ years have been required to detain runoff from each development on-site through a detention pond with a slow, controlled release over time. Water is treated as it is released to comply with stormwater management requirements.

Older developments tended to have larger lots with larger setbacks that allowed runoff to drain downhill to either a backyard swale or to a barrow ditch which led to a pipe or other drainage facility. The City Development Engineer does not anticipate a global or community problem with drainage for older existing development that may want to expand their principal or accessory structures or to add other impervious areas such as patios, sidewalks or driveways if the proposed amendments are adopted. If older developments were to redevelop they would be required to detain runoff under current regulations.

If the definition of lot coverage is revised as proposed, there is a potential that residential property owners could cover up to 100% of a lot with impervious material. Staff believes that this is very unlikely because of little need or desire to do so, and the expense involved. Problems from the proposed change are expected to be minimal and isolated and can be addressed on a case by case basis if and when they arise.

Recommendation

Staff has recently received several requests from citizens who wish to make improvements that would increase, and exceed, the allowed lot coverage which have been denied due to the current definition of lot coverage.

After analysis of the impacts of the current definition of lot coverage, staff proposes that the definition of lot coverage be revised to the pre-2001 Zoning Code definition. The proposed amendments to Sections 21.03.030(e) and 21.10.020 would revise the definition of lot coverage to read as follows with deleted text shown by strikethrough:

Lot coverage means that area of the lot or parcel which may be occupied by principal and accessory structures, ~~and other impervious surfaces.~~

How this item relates to the Comprehensive Plan Goals and Policies:

The proposed amendment is consistent with the following goal and policy of the Comprehensive Plan:

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy 5A: In making land use and development decisions, the City and County will balance the needs of the community.

The vision of the Comprehensive Plan is to become the most livable community west of the Rockies. Part of being a livable community includes taking advantage of the mild climate of the Grand Valley by providing a range of housing types and lifestyles, including outdoor living. It supports the notion that a residential property owner can create a yard that includes amenities that fits his or her lifestyle. The proposed Code amendments support the vision and goals of the Comprehensive Plan by providing a broader range of housing types and opportunities that include both indoor and outdoor

living that appeal to a diverse population of people in all life cycles: singles, couples, families and retirees.

Board or Committee Recommendation:

The Planning Commission heard the matter on August 13, 2013 and forwards a recommendation to adopt the amendments as proposed with the following findings of fact and conclusions:

1. The proposed amendments are consistent with the goals and policies of the Comprehensive Plan.
2. The proposed amendments will help implement the vision, goals and policies of the Comprehensive Plan.

Financial Impact/Budget:

There are no anticipated financial or budget impacts.

Legal issues:

The proposed amendments have been reviewed by the Legal Division and found to be compliant with applicable law.

Other issues:

Mesa County Planning Division reviewed the proposed amendments and has provided comments.

Previously presented or discussed:

N/A

Attachments:

Proposed Ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 21.03.030(E) AND 21.10.020 OF THE GRAND JUNCTION MUNICIPAL CODE TO REVISE THE DEFINITION OF LOT COVERAGE

Recitals:

On April 5, 2010 the Grand Junction City Council adopted the updated 2010 Zoning and Development Code, codified as Title 21 of the Grand Junction Municipal Code of Ordinances.

The Grand Junction City Council encourages updating of the Zoning and Development Code in order to maintain its effectiveness and responsiveness to the citizens' best interests.

The definition of lot coverage prior to 2001 was "*Lot coverage means that area of the lot or parcel which may be occupied by principal and accessory structures.*" In 2001, the City revised the Zoning Code definition of lot coverage to include "and other impervious surfaces." This meant that driveways, patios, sidewalks and RV storage pads were now included in the calculation of lot coverage. In 2010, the City revised the Zoning Code and reduced the minimum lot size in several residential zone districts which further restricted the area of lot coverage in those districts.

The two Code amendments made in 2001 and 2010 created nonconforming lots in all residential zone districts. For some residential zones, citizens desiring to expand their outdoor living or take greater advantage of larger lots by adding accessory structures or building additions have been denied because of the more restrictive method of calculating lot coverage since 2010. Many of these residential lots were already at the maximum allowed lot coverage due to the definition encompassing not only existing structures, but all of the hardscape and existing outdoor living space. Several citizens wanting to expand their residential living area to include more outdoor living space to take advantage of the pleasant climate in the Grand Valley have also been denied, or have installed improvements that are not compliant with the maximum allowed lot coverage and are in violation of the Zoning Code.

After analysis of the impacts of the current definition of lot coverage, staff proposes that the definition of lot coverage be revised to the pre-2001 Zoning Code definition.

After public notice and a public hearing as required by the Charter and Ordinances of the City, the Grand Junction Planning Commission recommended approval of the proposed amendments for the following reasons:

1. The request is consistent with the goals and policies of the Comprehensive Plan.

2. The proposed amendments will help implement the vision, goals and policies of the Comprehensive Plan.

After public notice and a public hearing before the Grand Junction City Council, the City Council hereby finds and determines that the amendments to revise the definition of lot coverage will implement the vision, goals and policies of the Comprehensive Plan and should be adopted.

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

Section 21.03.030(e) and Section 21.10.020 are amended as follows (deletions shown by strikethrough, additions are underlined):

21.030.030(e), Lot Coverage:

(e) Lot Coverage. Lot coverage is measured as the percentage of the total lot area covered by buildings ~~and other impervious surfaces~~. It is calculated by dividing the square footage of impervious surface by the square footage of the lot.

21.10.020, Terms Defined:

Lot Coverage means that area of the lot or parcel which may be occupied by principal and accessory structures, ~~and other impervious surfaces~~.

All other provisions of Sections 21.03.030(e) and 21.10.020 shall remain in full force and effect.

INTRODUCED on first reading the 21st day of August, 2013 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2013 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk