

To access the Agenda and Backup Materials electronically, go to [the City of Grand Junction Website](#). To participate or watch the meeting virtually register for the [GoToWebinar](#).



**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 18, 2024  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

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

**Proclamations**

Proclaiming September 17-23, 2024, as Constitution Week in the City of Grand Junction

**Appointments**

To the Urban Trails Committee

To the One Riverfront Board

**Public Comments**

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

*The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, September 18, 2024 or 4) submitting comments [online](#) until noon on Wednesday, September 18, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Boards and Commission Liaison Reports**

**CONSENT AGENDA**

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

## **1. Approval of Minutes**

- a. Minutes of the September 4, 2024 Regular Meeting
- b. Minutes of the September 5, 2024 Special Meeting Executive Session
- c. Summary of the September 9, 2024 Special Workshop
- d. Minutes of the September 9, 2024 Special Meeting Executive Session

## **2. Set Public Hearings**

- a. Quasi-judicial
  - i. Introduction of an Ordinance Zoning the Gutierrez Annexation RM-8 (Residential Medium 8) located on an unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of E ¼ Road and north of I-70 Business Frontage Road, and setting a hearing for October 16, 2024
- b. Introduction of an Ordinance for Supplemental Appropriations and Setting a Public Hearing on October 2, 2024

## **3. Procurements**

- a. Procurement Approval for Construction of Phase II of the Monument Connect Trail
- b. Ratify a Contract with MA Construction for the Emergency Repair of the Storm Water Conveyance Infrastructure at 733 Horizon Drive
- c. Authorization for 2024 Sewer Replacement - Phase 3 Construction Contract
- d. Asphalt To Concrete Trail Replacement Project, Materials Only (Concrete)

## **4. Resolutions**

- a. A Resolution Authorizing The DOLA Strong Communities Grant
- b. A Resolution Authorizing the OEDIT Community Revitalization Grant (CRG)

**5. Other Action Items**

- a. Ratification of Revised Grant Amounts to the Grand Junction Regional Airport Authority for AIP 81, AIP 82, and AIP 83 as Previously Approved by City Council as Co-Sponsors of the GJRAA

**REGULAR AGENDA**

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

**6. Public Hearings**

- a. Legislative
  - i. An Ordinance for Supplemental Appropriations
  - ii. An Ordinance Re-Adopting Ordinance 4973 and Amending the Sunset Clause For Use of Utility Type Vehicles (UTV's) on Segments of Horizon Drive, H Road and 27 1/4 Road in the City of Grand Junction
- b. Quasi-judicial
  - i. An Ordinance Vacating Approximately 0.25 Acres of N 15th Street Right-of-way, Located Between G Road and Horizon Drive

**7. Resolutions**

- a. A Resolution Authorizing the Interim City Manager to Execute a Contract for the Purchase of Real Property Located at 450 28 Road, Grand Junction, Colorado for the Future Development of Affordable and Attainable Housing Units

**8. Presentations**

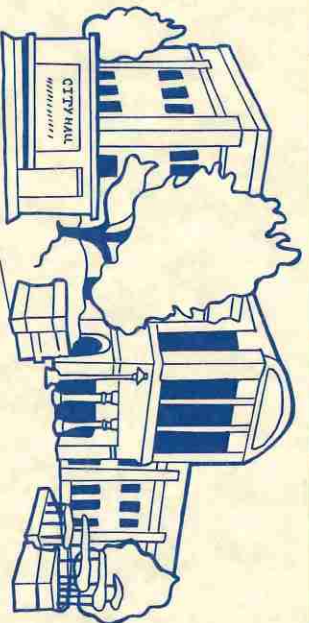
- a. Community Satisfaction Survey

**9. Non-Scheduled Comments**

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

**10. Other Business****11. Adjournment**





*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

**Whereas,** it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all enemies; and

**Whereas,** signing of the Constitution provides an historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords; and

**Whereas,** the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.


**NOW, THEREFORE,** I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 17 - 23, 2024 as

## *“Constitution Week”*

in the City of Grand Junction and urge all our residents to reflect during that week on the many benefits of our Federal Constitution and American citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 18<sup>th</sup> day of September 2024.



  
\_\_\_\_\_  
Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

---

**Information**

**SUBJECT:**

To the Urban Trails Committee

**RECOMMENDATION:**

To appoint/not appoint the interview committee's recommendation to the Urban Trails Committee.

**EXECUTIVE SUMMARY:**

There is one partial vacancy on the Urban Trails committee.

**BACKGROUND OR DETAILED INFORMATION:**

Josh Mathe resigned, and Lori Bell was chosen by the interview committee to be an alternate in case of a mid-year vacancy.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendation to the Urban Trails Committee.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

---

**Information**

**SUBJECT:**

To the One Riverfront Board

**RECOMMENDATION:**

To ratify the interview committee's recommendation to the One Riverfront Board

**EXECUTIVE SUMMARY:**

There is one partial term vacancy on the One Riverfront Board.

**BACKGROUND OR DETAILED INFORMATION:**

Kenneth Scissors resigned and Alyssa Jones was chosen as a back up in case of a mid-year vacancy.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (ratify/not ratify) the interview committee's recommendation to the One Riverfront Board.

**Attachments**

None

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

**Grand Junction Convention Center**

**September 5, 2024**

**Call to Order**

Council President Herman called the Special Meeting of the Grand Junction City Council to order at 11:26 a.m. on the 5<sup>th</sup> day of September 2024.

Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

**Executive Session**

Councilmember Kennedy moved and Councilmember Nguyen seconded to convene into ***EXECUTIVE SESSION TO DISCUSS/CONSIDER APPLICATIONS, RESUMES AND QUALIFICATIONS OF CANDIDATES AND/OR TO INTERVIEW CANDIDATES FOR CONSIDERATION OF APPOINTMENT/ EMPLOYMENT FOR THE POSITION OF CITY MANAGER PURSUANT TO C.R.S. SECTIONS 24-6-402(3.5) AND/OR 24-6-402 (4)(f)(I).***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Kennedy moved and Councilmember Nguyen seconded to return to open session in the Grand Junction Convention Center. The motion passed 7-0.

Council President Herman reconvened the Special Meeting at 7:10 p.m.

**Adjournment**

There being no further business, the meeting adjourned at 7:12 p.m.

---

Selestina Sandoval

City Clerk





## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY** **September 9, 2024**

**Meeting Convened:** 5:43 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

**City Councilmembers Present:** Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Mayor Pro Tem Randall Reitz, and Mayor Abram Herman.

**Staff present:** Interim City Manager Andrea Phillips, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Engineering and Transportation Director Trent Prall, Finance Director Jennifer Tomaszewski, Community Development Director Tamra Allen, General Services Director Jay Valentine, General Services Manager Jerod Timothy, Recycling Supervisor Kym Beck, Waste Reduction Coordinator Angela French, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

### **1. Discussion Topics**

#### **a. Resource Center Update**

Executive Director of United Way Faith Rodriguez, Chair Emeritus of HomewardBound of the Grand Valley Bill Wade, Resource Center Chief of Staff Chris Masters, and Manager of Operations Phillip Masters gave an update on the Resource Center.

Key points:

- **Funding and Expenses:** The Resource Center has received \$835,463 in capital, \$109,490 in startup costs, and an annual operating budget of \$368,600 totaling \$1,313,553. To date, about \$1,117,417 has been spent, with costs staying within budget.
- **Usage Statistics:** The center saw an average of about 3,000 daily check-ins, serving about 300 unduplicated individuals monthly. The center has offered approximately 33,000 services, including family navigation, transportation, and nursing.
- **Challenges:** Utilities, especially gas and electricity, have been significant expenses. There are concerns over staffing shortages, crowd control, and external issues such as congregating outside the center, which has raised safety concerns.
- **Service Enhancements:** The center is expanding partnerships with United Way and other agencies. Staff have begun engaging more with individuals to better understand their needs. The center is also improving data collection to enhance tracking and provide better services.
- **Safety and Community Concerns:** Concerns about public safety, particularly regarding crowds outside the center were expressed. A focus was placed on addressing these issues through compassionate engagement and working with local businesses.
- **Impact and Success Stories:** The Resource Center has helped move people into shelters, with HomewardBound and Pathways facilities reaching capacity, indicating positive progress. Staff are working to build trust with individuals, which has led to better engagement and results.

This item concluded with acknowledgment of the ongoing efforts to address homelessness and improve services, with continued support and partnerships being emphasized for future progress.

**b. Strategic Framework – Discussion of Project Status**

Interim City Manager Andrea Phillips discussed the status of various projects under the city's strategic framework, which was adopted in 2023. Key points included:

- **Strategic Framework Overview:** The framework outlines five strategic goals, focusing on city projects related to safety, community engagement, resource management, and livability. A color-coded system indicates project progress: green (complete), yellow (ongoing), and red (not yet started).
- **Placemaking Initiatives:** Several multimodal and infrastructure projects are ongoing, such as the North-South multimodal corridor, Colorado Riverfront Trail expansion, and Dos Rios pedestrian bridge. Some projects await funding, and the council received updates on design and construction timelines.
- **Transportation and Mobility:** Projects include street improvements, walking and bicycling infrastructure, and parking evaluations. The council discussed current parking system utilization and future plans for parking structures.
- **Housing and Livability:** The city continues to work on affordable housing strategies, incentives for developers, and city-owned land allocation for housing. Ongoing studies focus on housing needs and potential incentives for developers.
- **Public Safety and Health:** Recruiting and retaining public safety staff remains a priority. New fire stations are under construction, and additional technology such as cameras and enhanced traffic safety measures are being implemented.
- **Sustainability and Resource Stewardship:** The city is making efforts to expand recycling and composting options, implement water conservation programs, and introduce solar power for city buildings. Water and biosolids management are also key focuses for future infrastructure improvements.
- **Feedback on Strategic Planning:** The council considered how to better align council and staff efforts in planning and executing projects, with suggestions to provide clearer, intermediate goals between overarching strategies and operational tasks.

**c. Materials Recovery Facility**

The City's General Services team, including General Services Director Jay Valentine, General Services Manager Jerod Timothy, Recycling Supervisor Kym Beck, and Waste Reduction Coordinator Angela French, provided an update on their recycling efforts, challenges, and future plans. Key points included:

- **Current Challenges:** The City's recycling facility is operating at full capacity, limiting expansion in both residential and commercial services. The facility is struggling with contamination and lacks space for further growth. Additionally, the City is no longer able to accept volumes of recyclables from external sources like Moab.
- **Extended Producer Responsibility (EPR):** The EPR legislation aims to shift the financial burden of recycling to producers of packaging products. Starting in 2026, it will cover 100% of recycling costs, which could affect the Material Recovery Facility's (MRF) financial viability.

However, there are still uncertainties about what costs EPR will cover, including transportation and capital expenses.

- **Scalability and Future Needs:** The team proposed building a scalable MRF, which would start small but could grow to accommodate future demand from both local and regional sources. There was a discussion on balancing costs and ensuring the facility could handle the city's future recycling needs, including potential growth in participation rates and volumes.
- **Financial Considerations:** The projected costs for a local MRF are around \$18.5 million, while a regional facility would cost about \$32 million. There was an emphasis on ensuring the facility would be financially sustainable, with considerations for bond financing and capitalizing interest over the first few years to minimize the impact on the general fund.
- **Next Steps:** Councilmembers expressed support for moving forward with a scalable MRF and emphasized the need for a long-term financial plan that includes future growth, maintenance, and potential debt service. They also requested further clarity on the impacts of EPR and how it might help offset the costs of the facility.

Council agreed that recycling should be expanded citywide, and a scalable MRF is a key part of that strategy, but they need more detailed financial projections and answers regarding EPR's role in capital funding before making final decisions.

#### d. 10-Year Capital Plan

The Interim City Manager presented the draft 10-Year Capital Plan for long-term planning of future major capital projects and needs. The two 10-Year Capital Plans for the 0.75% Sales Tax Fund and the Transportation Capacity (TCP) Fund are preliminary and in draft form. Staff is still reviewing and working through the internal 2025 capital budgeting process.

Key points discussed included:

- **Transportation Projects:** Major transportation projects like the F ½ Parkway and D ½ Road were emphasized as significant, costly undertakings. A second tranche of bonds, approved by voters, may be issued to fund these projects.
- **Funding Concerns:** The council was informed that some projects were deferred due to budget constraints. The overall plan showed a funding gap in later years, with anticipated costs far exceeding revenues, particularly in the transportation capacity (207) fund. Some projects may be delayed beyond the 10-year window due to this imbalance.
- **Balancing the Budget:** The staff mentioned that the general fund and first responder funds were still in deficit and will need to be adjusted. They are considering various strategies, including shifting costs to capital funds and reassessing departmental requests.
- **Project Deferrals:** Several projects had to be moved to future years due to limited funding. These include the Whitman Park project, land acquisition for housing, and various road improvements. Councilmembers requested a full list of deferred projects for further discussion.
- **Grant Funding:** Some projects are expected to be funded by grants, but not all anticipated grants were reflected in the current figures.

Overall, the council did not provide specific direction at this time, as this meeting was intended to serve as an initial check-in. The staff will bring back more detailed financial information and refined budget plans in future workshops.

**2. Council Communication**

The Colorado River District requested a letter of support for the Shoshone water rights purchase. The non-profit committee will be meeting to discuss the process for future non-profit funding. Several Councilmembers requested to appear virtually at the next workshop (Beilfuss, Stout and Reitz) and Stout will also appear virtually at the September 18<sup>th</sup> regular meeting.

**3. Next Workshop Topics**

Mayor Herman outlined future workshop items.

**4. Other Business**

There was none.

**5. Adjournment**

There being no further business, the Workshop adjourned at 9:27 p.m.

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

**Grand Junction Fire Department Training Room**

**September 9, 2024**

**Call to Order**

Council President Herman called the Special Meeting of the Grand Junction City Council to order at 4:48 p.m. on the 9<sup>th</sup> day of September 2024.

Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen (virtual), Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

**Executive Session**

Council President Pro Tem Reitz moved and Councilmember Kennedy seconded to convene into ***EXECUTIVE SESSION TO DISCUSS/CONSIDER APPOINTMENT/EMPLOYMENT MATTERS FOR THE POSITION OF CITY MANAGER PURSUANT TO C.R.S. SECTIONS 24-6-402(3.5) AND/OR 24-6-402(4)(f)(I).***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Kennedy moved and Councilmember Simpson seconded to return to open session in the Grand Junction Fire Department Training Room. The motion passed 7-0.

Council President Herman reconvened the Special Meeting at 5:28 p.m.

**Adjournment**

There being no further business, the meeting adjourned at 5:29 p.m.

---

Selestina Sandoval

City Clerk





## Grand Junction City Council

### Regular Session

Item #2.a.i.

---

**Meeting Date:** September 18, 2024  
**Presented By:** Thomas Lloyd, Senior Planner  
**Department:** Community Development  
**Submitted By:** Thomas Lloyd, Senior Planner

---

### Information

#### **SUBJECT:**

Introduction of an Ordinance Zoning the Gutierrez Annexation RM-8 (Residential Medium 8) located on an unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of E ¼ Road and north of I-70 Business Frontage Road, and setting a hearing for October 16, 2024

#### **RECOMMENDATION:**

The Planning Commission heard this request at its September 10, 2024 meeting and voted unanimously to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicants, Luis Anthony and Blanca Gutierrez are requesting a zone of annexation to RM-8 (Residential Medium 8) for the Gutierrez Annexation. The approximately 6.43 acres consists of two parcels of land located on an unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of E ¼ Road and North of I-70 Business Frontage Road. The properties are currently vacant. Annexation is being sought in anticipation of developing the site for a future single-family residential subdivision.

The properties are 'Annexable Development' per the Persigo Agreement. The zone district of RM-8 is consistent with the Residential Medium Land Use category of the Comprehensive Plan. The Request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.

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

##### **Annexation Request:**

The Applicants, Luis and Blanca Gutierrez are requesting annexation of approximately

6.43 acres consisting of 2 parcels of land located on an unaddressed property that abuts 3070 I-70 Business Loop on the west and 3064 I-70 Frontage Road on the east and lies south of E ¼ Road and north of I-70 Business Frontage Road. The subject property is currently vacant and appears to have been used for agricultural purposes historically. The property is Annexable Development per the Persigo Agreement. The applicant is requesting annexation into the City limits. Annexation is being sought in anticipation of developing the vacant land area. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – September 4, 2024
- Planning Commission considers Zone of Annexation – September 10, 2024
- Introduction of a Proposed Ordinance on Zoning by City Council – September 18, 2024
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – October 16, 2024
- Effective date of Annexation and Zoning – November 17, 2024

**Zone of Annexation Request:**

The Applicants are proposing a zone district of RM-8 (Residential Medium 8) in the Grand Junction Zoning and Development Code. The properties are currently zoned in the County as B-2 (Concentrated Business). The proposed zone district of RM-8 is consistent with the Residential Medium Land Use category of the Comprehensive Plan. The surrounding County zoning is RSF-4 (Residential, 4 du/acre) to the north, PUD (Planned Unit Development) to the south, and B-2 (Concentrated Business) to the west. The property to the east is City zoned MU-2 (Mixed-Use Light Commercial). Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. The annexation area has sewer available and all other urban amenities to the properties. They are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services. The purpose of RM-8 Zoning is to provide for medium density detached dwellings, two family and other attached single-family dwellings, and medium-sized multifamily structures. RM-8 is appropriate for the creation of neighborhoods with a mix of housing types or to act as a transitional district between low density zone districts such as RL-4 and higher density multifamily or Mixed-Use districts. Single-Family detached, Single-Family attached, Cottage Courts, and Multifamily are all allowed housing types in RM-8. The minimum density for RM-8 zoning is 5.5 units an acre, while the maximum density is 8 dwelling units an acre. In addition to the RM-8 zoning requested by the petitioner,

the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential Medium (5.5 to 12 du/ac).

- a. RM-12 (Residential Medium - 12)
- b. P-1 (Public Parks and Open Space)
- c. P-2 (Public, Civic, and Institutional Campus)
- d. PD (Planned Development)

In terms of uses, RM-8 is different from RM-12 in that it allows Single-Family Detached along with Single-Family Attached and Multifamily housing types. While RM-12 would also be an implementing zone district of the Residential Medium Designation, RM-8 is more consistent with the existing surrounding RSF-4 and RMF-5 Subdivisions in the surrounding area within the County's jurisdiction.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Annexation and Zoning consistent with Section 21.02.030(c) of the Zoning and Development Code was held remote on Zoom on May 8, 2024 at 5:30 pm. The Applicant's representative and City staff were in attendance, along with approximately 9 participants. Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with an application sign on June 6, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on August 30, 2024. The notice of the Planning Commission public hearing was published on September 1, 2024 in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between September 3, 2024, and September 9, 2024, through the GJSpeaks platform.

### **ANALYSIS**

The criteria for review are set forth Section 21.02.050(I)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

**A) Consistency.** The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan. The proposed rezone to RM-8 (Residential Medium 8) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

#### *Plan Principle 3: Responsible and Managed Growth*

Goal 1: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth and encourage the efficient use of land.

Goal 2: Encourage infill and redevelopment to leverage existing infrastructure.

The Comprehensive Plan raises concerns about a waning supply of attainable housing combined with a limited supply of land that has existing infrastructure available. Priority has been placed on areas identified for infill and redevelopment to move forward effectively and manage growth. This principle supports fiscally responsible growth and



annexation policies that promote a compact pattern of growth to encourage efficient use of land. Development is directed to areas where infrastructure is already present, and the City can meet and maintain its level of service targets. This zone of annexation is supported by this plan principle because it leverages existing infrastructure and is already adjacent to existing corporate limits to the east.

*Plan Principle 5: Strong Neighborhoods and Housing Choices*

Goal 1: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes

The RM-8 zone district provides for a higher range of density than what lower density districts would accommodate. The RM-8 accommodates a greater range of housing types that include smaller footprints, less square footage, and smaller yards. A greater range of housing types provide desirable options such as lower maintenance, community open spaces, shared facilities, and affordability. Housing at this density is also typically more cost-effective for the City to provide services. Intensification and Tiered Growth Plan. The subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

*Land Use Plan: Relationship to Existing Zoning*

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zone of RM-8 implements the Comprehensive Plan because it is an implementing zoning district of the Residential Medium designation.

Therefore, Staff finds that this criterion has been met.

**B) Development Patterns.** The proposed zoning will result in logical and orderly development pattern(s).

The City’s Comprehensive Plan “Plan Principle 3 Responsible and Managed Growth” and the goal to “Encourage infill and redevelopment to leverage existing infrastructure support the request to increase residential density on the subject properties. The owner of the properties is requesting zone of annexation to RM-8 to achieve this. The subject properties have sewer service and all other urban amenities to the property. The property directly adjacent to these properties to the east is already within the City and is zoned MU-2 (Mixed-Use Light Commercial). The existing use of this property is commercial. The property to the north is within the County and is zoned RSF-4 (Residential, 4 du/acre) and is vacant. The Comprehensive Plan calls for a Residential Medium designation in this area. Staff anticipates that this area will urbanize at a similar

density as the current request. The property to the south within the County is vacant and is zoned PUD (Planned Unit Development) and is vacant. The property to the west is within the County and is zoned B-2 (Concentrated Business). This property is currently vacant. The Comprehensive Plan calls for a Residential Medium designation in this area. Staff anticipates that this property will be annexed into the City under a Residential Medium implementing zone district in the future. The existing request further urbanizing will likely accelerate this for the vacant, undeveloped properties nearby within the County. RM-8 and other districts consistent with the Residential Medium category are an appropriate transition between the higher intensity commercial MU-2 as well as the B-2 County zone with the lower intensity RSF-4 zoning in the County. From a long-term view, the City's Comprehensive plan shows the majority of the area West of 30 Road between the Grand Valley Canal and I-70 Business and E ½ Road within the Residential Medium Category and anticipates future development on larger, underutilized properties to develop at a similar density. While the City would also support the RM-12 zone district, RM-8 is more consistent with the existing surrounding RSF-4 and RMF-5 subdivisions in the surrounding area within the County's jurisdiction and is a good first step at urbanization on these vacant properties. As the vacant surrounding areas evolve and develop further, RM-12 may be more appropriate. As stated earlier, the subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

Therefore, Staff finds that this criterion has been met.

**C) Benefits.** The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

A rezone to RM-8 increases the amount of undeveloped land available for medium densities as the area continues to attract residential development at densities needing urban and city services. Annexation and zoning of the property will provide additional land within the City limits for growth, but more specifically it will capitalize on the opportunity for a range of different housing types in an area that minimizes the effects on City services. The requested RM-8 zone district will provide an opportunity for housing within a range of density that is consistent with the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choices of the One Grand Junction Comprehensive Plan.

Therefore, Staff finds that this criterion has been met.

**FINDINGS OF FACT AND STAFF RECOMMENDATION**

After reviewing the Gutierrez Zone of Annexation, ANX-2024-311 request for the properties located on unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of, E ¼ Road and North of I-70 Business Frontage Road from County B-2 (Concentrated Business) to RM-8 (Residential Medium – 8), the following findings of fact have been made:

The request has met the criteria identified in Section 21.02.050(I)(3)(ii) of the Zoning and Development Code.

Therefore, Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to introduce an ordinance zoning the Gutierrez Annexation RM-8 (Residential Medium 8) from Mesa County B-2 (Concentrated Business), authorize publication in pamphlet form, and set a public hearing for October 16, 2024

**Attachments**

1. Development Application
2. Gutierrez Annexation Plat
3. Gutierrez Site Maps
4. Annexation Schedule
5. Planning Commission Minutes - 2024 - September 10 - DRAFT
6. ORD-Gutierrez ZoA 20240911

## Development Application

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

Petition For: Annexation/Zone of Annexation

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

Existing Land Use Designation: Agricultural Existing Zoning: B-2

Proposed Land Use Designation: Residential medium Proposed Zoning: RM-8

### Property Information

Site Location: South of E 1/4 Road, between Fruitwood drive & Hoover drive Site Acreage: 3.83 acres

Site Tax No(s): R236399 and R236401 Site Zoning: B-2

Project Description: I would like to annex my property and develop a residential medium

<u>Property Owner Information</u>	<u>Applicant Information</u>	<u>Representative Information</u>
Name: <u>Luis A Gutierrez</u>	Name: _____	Name: _____
Street Address: <u>200 Vista Hills Drive</u>	Street Address: _____	Street Address: _____
City/State/Zip: <u>Grand Junction, CO, 81503</u>	City/State/Zip: _____	City/State/Zip: _____
Business Phone #: <u>970 623 0417</u>	Business Phone #: _____	Business Phone #: _____
E-Mail: <u>lgantonico1995@gmail.com</u>	E-Mail: _____	E-Mail: _____
Fax #: _____	Fax #: _____	Fax #: _____
Contact Person: _____	Contact Person: _____	Contact Person: _____
Contact Phone #: _____	Contact Phone #: _____	Contact Phone #: _____

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

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

Signature of Person Completing the Application: [Signature] Date: 04/08/24  
*Please print and sign*

Signature of Legal Property Owner: [Signature] Date: 04/08/24  
*Please print and sign*

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Luis A Gutierrez, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

*Luis A Gutierrez*

Subscribed and sworn to before me this 09 day of April, 2024.

Witness my hand and official seal.



*Alissa Lawson*  
Notary Public

2775 Aerin Ave Grand Jet CO 81503  
Address

My commission expires: 08/31/2027

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Blanca E Gutierrez, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

[Handwritten Signature]

Subscribed and sworn to before me this 09 day of April, 2024.

Witness my hand and official seal.



Alissa Lawson  
Notary Public

2775 Aern Ave Grand Jet CO 81503  
Address

My commission expires: 08/31/2027

**GUTIERREZ ANNEXATION  
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: South of unimproved E ¼ Road right-of-way, between Fruitwood Drive and Hoover Drive, Mesa County, CO 81504

**Tax ID #: 2943-094-00-187**

**Tax ID #: 2943-094-00-189**

BEG E 867FT & S 1031.71FT FR NW COR SE4 SEC 9 1S 1E N 73DEG01'09SEC E 236.83FT S 473.42FT TO NLY ROW U S HWY 6 & 24 S 72DEG50' W 80.90FT S 84DEG28' W 149.91FT N 442.59FT TO BEG 2.42 AC

BEG E 720FT & S 1076.60FT FR NW COR SE4 SEC 9 1S 1E N 73DEG01'09SEC E 153.70FT S 442.59FT S 84DEG28' W 147.69FT N 411.94FT TO BEG 1.41 AC

This foregoing description describes the parcels; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Gutierrez Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

---

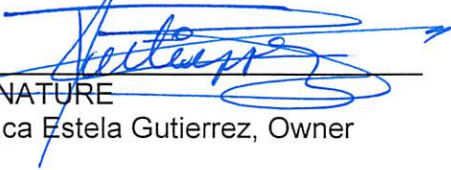
<u>Luis Antonio Gutierrez</u> NAME	<u>200 Vista Hills Dr., Grand Junction, CO 81503</u> ADDRESS
---------------------------------------	---

  
\_\_\_\_\_  
SIGNATURE  
Luis Antonio Gutierrez, Owner

07/08/24  
\_\_\_\_\_  
DATE

Blanca Estela Gutierrez  
NAME

200 Vista Hills Dr., Grand Junction, CO 81503  
ADDRESS

  
SIGNATURE  
Blanca Estela Gutierrez, Owner

04/08/24  
DATE

(Gutierrez Annexation Petition)



## **General Project Report**

### **Project Description:**

1. Located south of E1/4 road between Fruitwood Drive and Hoover Drive
2. 3.83 acres
3. Would like to annex the area and create a residential medium.

### **Public Benefit:**

This would create several lots for future homeowners and bring in more individuals to the grand valley.

### **Neighborhood Meeting:**

A meeting was held on May 8<sup>th</sup> 2024 at 5:30pm to discuss the proposed annexation into the City of Grand Junction and zoning of the 3.83 acres of vacant property. The meeting took place via zoom and any questions that the neighbors had were answered by either Tim Lehrbach or me. Since I am a regular member of zoom, I was unable to obtain a list of the attendees. For this reason, a report stating that we had in total 9-12 attendees throughout the 40 min meeting was made and it includes some of the questions asked by the attendees as well as our responses.

### **Project Compliance, Compatibility and Impact:**

1. The land will be rezoned as RM-8
2. The surrounding land is agricultural as well as residential.
3. The site will be accessed through E ¼ road, and any internal streets required for subdivision
4. Utilities will have to be installed.
5. Possibility of having to include a storm water detention pond.
6. N/A
7. N/A
8. N/A
9. N/A
10. N/A
11. N/A

### **Review Criteria**

1. Regarding the comprehensive plan the rezoning is in line with what is allowed in the plan and will follow the standard zone of annexation.
2. For the proposed zoning we will present a preliminary subdivision plan and once approved a final subdivision plat.
3. As for the benefits for the community and area I believe these new lots will help to increase the value of the surrounding communities and land.

### **Development Schedule and Phasing**

1. The development schedule and phasing is not currently known.



## **Gutierrez Perimeter Boundary and Legal Description**

A parcel of land located in the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 9, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado being the parcel of land described in Reception Number 3078878 and portions of Right-of-Way parcels described in Reception Numbers 719537, 654059 and 655910 and being more particularly described as follows:

Commencing at the Center East Sixteenth Corner (CE 1/16) of said Section 9, whence the Center 1/4 Corner of said Section 9 bears N89°57'12"W, a distance of 1,321.19 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement S14°00'13"W, a distance of 926.39 feet to the Southwest Corner of Lot 1, Solar Horizons Village as recorded at Reception Number 1342791 being the Point of Beginning;

thence S00°09'37"E, a distance of 745.61 feet along the West line of the Gamble-Sage Annexation (Ordinance No. 3347) to a point on the Northerly line of the Wells Annexation (Ordinance 3092), said line being 1 foot northerly and parallel to the Southerly Right-of-Way line of I-70 Business Loop as recorded at Reception Numbers 654059 & 655910; thence S72°50'50"W, a distance of 392.63 feet along said Northerly line to a point on the extended East line of Parcel 2 as recorded at Reception Number 2291624; thence N00°08'31"W, a distance of 747.94 feet along said extended East line and the East line of said Parcel 2 to the Southeast Corner of Lot 6, Block 3, Claussen Subdivision 1st Addition as recorded at Reception Number 957080 being a point on the Northerly Right-of-Way of E1/4 Road as recorded at Reception Number 719537; thence N73°08'54"E, a distance of 391.72 feet along said Northerly Right-of-Way line to the Point of Beginning.

Said Parcel of land CONTAINING 280,279 Square Feet or 6.43 Acres, more or less.

## Neighborhood Meeting Notes

- Total time of meeting was 40 minutes.
- Attendees throughout the meeting were Timothy Lehrbach, Anthony Gutierrez, Nicole Pinneo and nine to eleven other members of the neighborhood.

Below are some of the questions that were asked during the meeting as well as the responses.

**Question:** What are your intentions with the property?

**Answer:** I plan to develop the property into lots, so that individuals can build their homes on them and to do that I need to first annex and rezone the property.

**Question:** Why do you need to annex the property into the city, and will our properties be annexed as well?

**Answer:** Since I want to develop my property as soon as I begin to do that, I will be required to be annexed into the city. As for your properties they will remain part of the county unless you decide you want to be annexed as well, but you will have to do that yourselves.

**Question:** How many homes will you be building, or will you be building apartments? I don't want apartments.

**Answer:** The property will be rezoned as RM-8 so around eight homes per acre I think maybe fifteen homes, but we will see. We have yet to develop plans for the homes and property. I will not be building apartments just homes.

**Question:** Why didn't I get notified about this meeting, but my neighbor did, and will I be notified if there are other meetings?

**Answer:** I am required to send notification to properties located within 500 feet of the project, if you didn't get a notification, it was because you were not within the 500 feet. As for future meetings you may not be notified either, but those meetings will be held at city hall, and you can find those meeting times on their site once we get that far.

**Question:** Where will the entrances be for the property?

**Answer:** The entrance to the property will be through E ¼ road.

**Question:** Why not make an entrance via frontage road and will you develop E ¼ road all the way to East Valley drive?

**Answer:** I can't do it via frontage road because it is near the highway, and it will cause the state to become involved in the project. As for E ¼ road I will only develop from where it currently ends to the end of my property. I will not and am not required to develop it all the way to East valley drive.

**Question:** You will not be building apartments, right? I don't want apartments.

**Answer:** No sir I will not be building apartments since the property will be zoned RM-8 I can only build homes and that is what I will be building.

**Question:** Will all of E ¼ road be eventually developed and does the city have plans for that down the road?

**Answer:** Eventually all of E ¼ road may be developed it might be part of the master plan, but its hard to say since plans can change or other situations may occur for now only a small part of E ¼ road will be developed.

**Question:** Will the city be paying for the development of E ¼ road, or will it come out of your personal pocket?

**Answer:** The city will not be paying for that development it will be coming out of my pocket.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Luis A Gutierrez, am the owner of the following real property:

(b) Parcel # 2943-094-00-189 and parcel # 2943-094-00-187

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Blanca E Gutierrez

I have reviewed the application for the (d) development application & annexation petition pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) N/A

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: [Signature]

Printed name of owner: Luis A Gutierrez

State of Colorado )

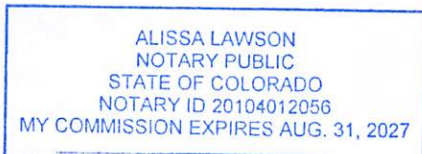
County of Mesa ) ss.

Subscribed and sworn to before me on this 9 day of April, 20 24

by Luis A Gutierrez

Witness my hand and seal. [Signature]

My Notary Commission expires on 08/31/2027



[Signature]  
Notary Public Signature

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Blanca E Gutierrez, am the owner of the following real property:

(b) Parcel # 2943-094-00-189 and parcel # 2949-094-00-187

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Luis A Gutierrez

I have reviewed the application for the (d) development application and annexation petition. pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) N/A

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: 

Printed name of owner: Blanca E Gutierrez

State of Colorado )

County of Mesa ) ss.


Subscribed and sworn to before me on this 9 day of April, 20 24

by Blanca E Gutierrez

Witness my hand and seal.

My Notary Commission expires on 08/31/2027



  
Notary Public Signature



STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Luis A Gutierrez, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

[Signature]

Subscribed and sworn to before me this 09 day of April, 2024.

Witness my hand and official seal.



[Signature]  
Notary Public

2775 Acira Ave Grand Jet CO 8503  
Address

My commission expires: 08/31/2027

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Blanca E Gutierrez, of lawful age, being first duly sworn, upon oath, deposes and says:

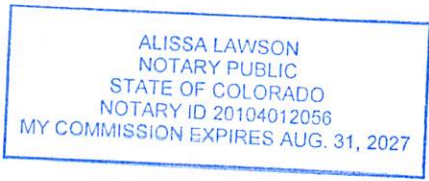
That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

[Handwritten Signature]

Subscribed and sworn to before me this 09 day of April, 2024.

Witness my hand and official seal.



Alissa Lawson  
Notary Public

2775 Aern Ave Grand Jet CO 81503  
Address

My commission expires: 08/31/2027



## LEGAL DESCRIPTION

Order No.: HS0812836

Parcel 1:

That part of the Southeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of said Southeast Quarter; thence along the north line of said Southeast Quarter East 720.00 feet; thence South 1,076.60 feet to the southerly right-of-way line of County Road "E1/4", the TRUE POINT OF BEGINNING; thence along said right-of-way line N73°01'09"E 153.70 feet; thence South 442.59 feet to the northerly right-of-way line of U.S. Highway 6 & 24; thence S84°28'W 147.69 feet along said Highway right-of-way line; thence North 411.94 feet to the TRUE POINT OF BEGINNING,

County of Mesa, State of Colorado.

Parcel 2:

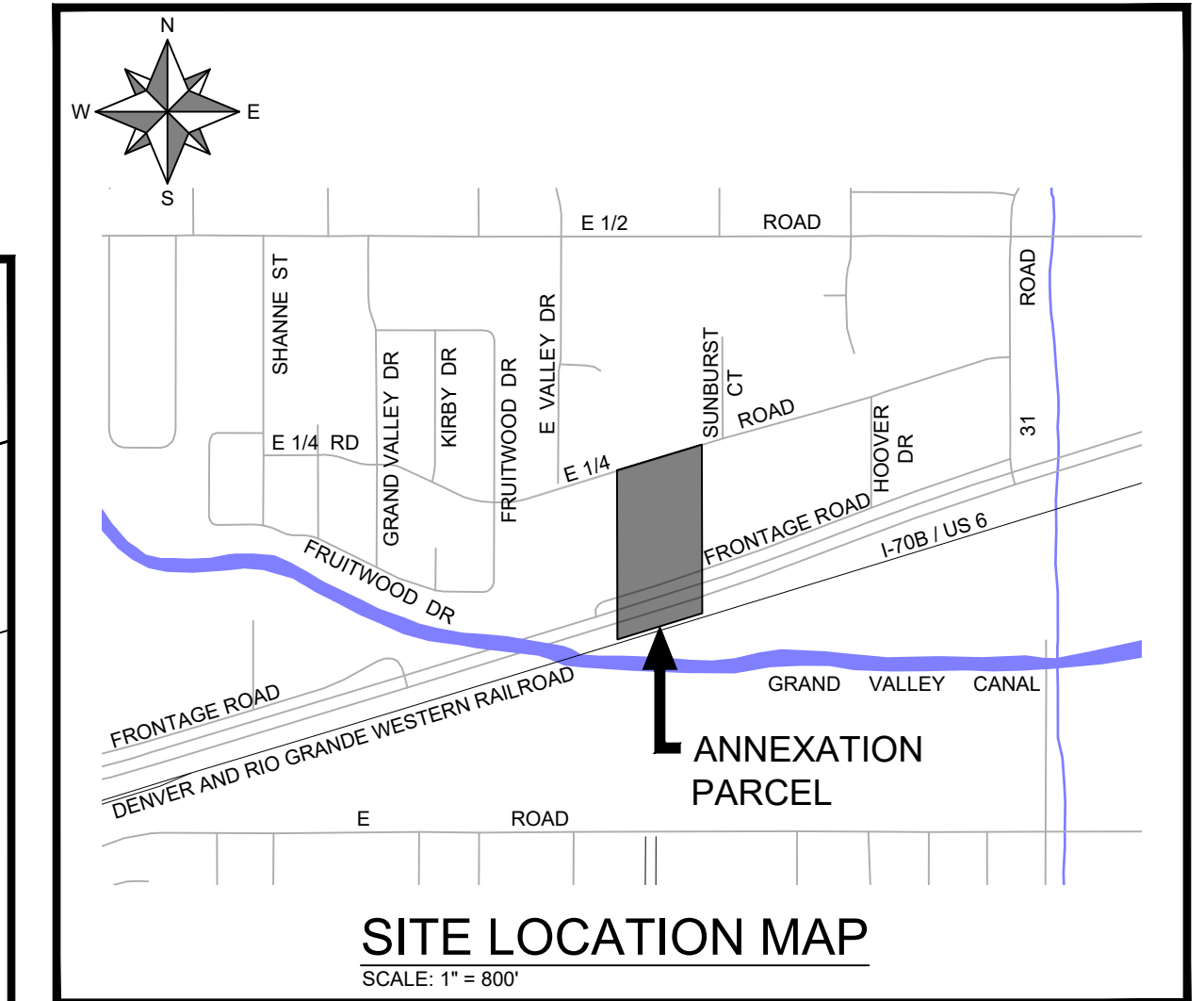
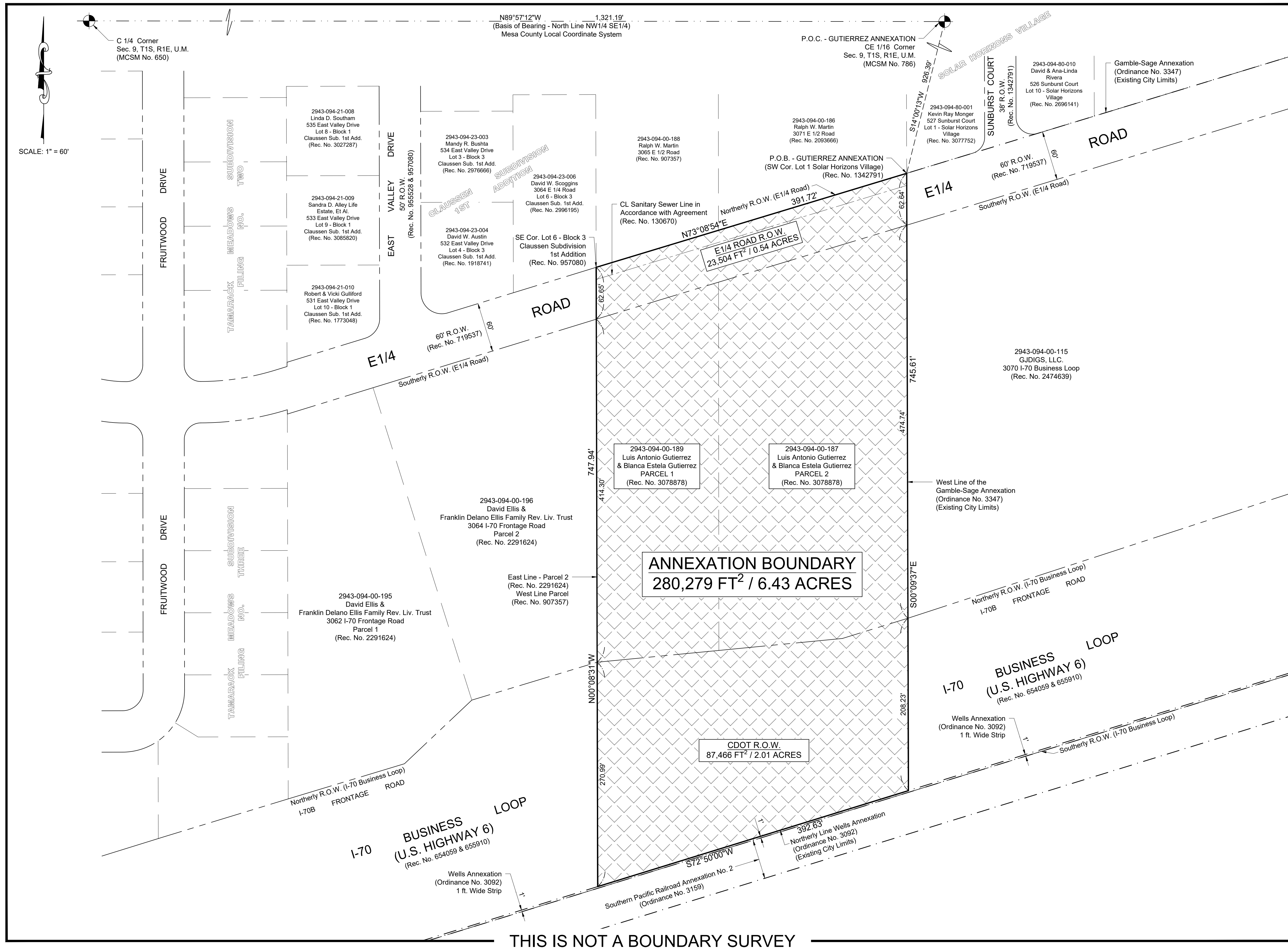
That part of the Southeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, being more particularly described as follows:

Commencing at the northwest corner of said Southeast Quarter; thence along the north line of said Southeast Quarter East 867.00 feet; thence South 1,031.71 feet to the southerly right-of-way line of County Road "E1/4", the TRUE POINT OF BEGINNING; thence along said right-of-way line N73°01'09"E 236.83 feet; thence South 473.42 feet to the northerly right-of-way line of U.S. Highway 6 and 24; thence along said Highway right-of-way line S72°50'W 80.90 feet; thence along said Highway right-of-way line S84°28'W 149.91 feet; thence North 442.59 feet to the TRUE POINT OF BEGINNING,

County of Mesa, State of Colorado.

# GUTIERREZ ANNEXATION

Located in the West Half of the Southeast Quarter (W1/2 SE1/4) Section 9,  
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



**LEGAL DESCRIPTION**  
A parcel of land located in the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 9, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado being the parcel of land described in Reception Number 3078878 and portions of Right-of-Way parcels described in Reception Numbers 719537, 654059 and 655910 and being more particularly described as follows:

Commencing at the Center East Sixteenth Corner (CE 1/16) of said Section 9, whence the Center 1/4 Corner of said Section 9 bears N89°57'12"W, a distance of 1,321.19 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement S14°00'13"W, a distance of 926.39 feet to the Southwest Corner of Lot 1, Solar Horizons Village as recorded at Reception Number 1342791 being the Point of Beginning;

thence S00°09'37"E, a distance of 745.61 feet along the West line of the Gamble-Sage Annexation (Ordinance No. 3347) to a point on the Northerly line of the Wells Annexation (Ordinance 3092), said line being 1 foot northerly and parallel to the Southerly Right-of-Way line of I-70 Business Loop as recorded at Reception Numbers 654059 & 655910; thence S72°50'00"W, a distance of 392.63 feet along said Northerly line to a point on the extended East line of Parcel 2 as recorded at Reception Number 2291624; thence N00°08'31"W, a distance of 747.94 feet along said extended East line and the East line of said Parcel 2 to the Southeast Corner of Lot 6, Block 3, Claussen Subdivision 1st Addition as recorded at Reception Number 957080 being a point on the Northerly Right-of-Way of E1/4 Road as recorded at Reception Number 719537; thence N73°08'54"E, a distance of 391.72 feet along said Northerly Right-of-Way line to the Point of Beginning.

Said Parcel of land CONTAINING 280,279 Square Feet or 6.43 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,277.90 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	1,138.24 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	280,279 FT²	EXISTING CITY LIMITS	
AREA IN ACRES	6.43 AC.		
AREA WITHIN R.O.W.	110,970 FT²		
	2.55 AC.		
AREA WITHIN DEEDED R.O.W.	110,970 FT²		
	2.55 AC.		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	RADIUS
P.O.B.	POINT OF BEGINNING	ARC	ARC LENGTH
R.O.W.	RIGHT OF WAY	CHD.	CHORD LENGTH
SEC.	SECTION	CHB.	CHORD BEARING
T.	TOWNSHIP	BLK.	BLOCK
R.	RANGE	P.B.	PLAT BOOK
U.M.	UTE MERIDIAN	BK.	BOOK
NO.	NUMBER	PG.	PAGE
REC.	RECEPTION	MCSM	MESA CO. SURVEY MONUMENT

<b>ORDINANCE NO.</b> 0000	<b>EFFECTIVE DATE</b> 00/00/2024
------------------------------	-------------------------------------

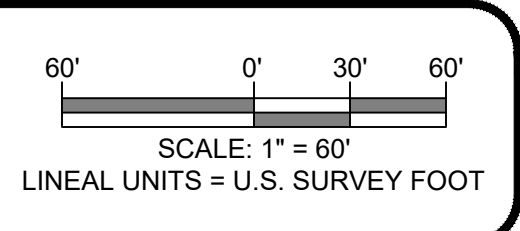
**NOTE:**  
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT  
STATE OF COLORADO - P.L.S. NO. 38266  
FOR THE CITY OF GRAND JUNCTION  
244 NORTH 7TH STREET  
GRAND JUNCTION, CO. 81501

I:\Publicworks\wfs\vol\_pwr\Data\SURVEY\Annexations\2024\Gutierrez Annexation ANK-2024-311 TimCAD files\Gutierrez Annexation.dwg - PLOTTED 2024-07-03

**NOTICE:**  
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

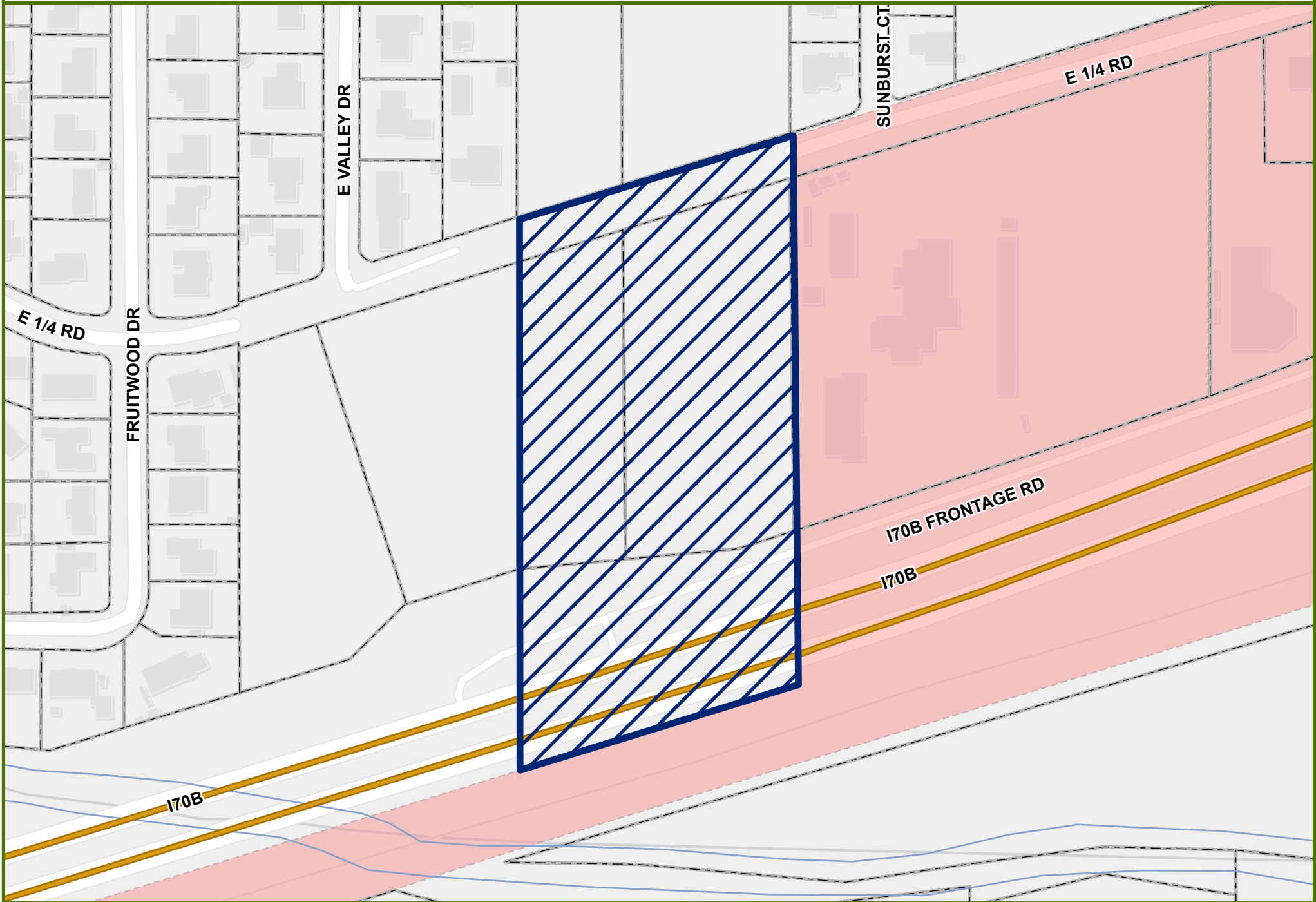
DRAWN BY: NCW DATE: 07/03/2024  
REVIEWED BY: RBP DATE: 07/03/2024  
CHECKED BY: ABL DATE: 07/03/2024  
APPROVED BY: RBP DATE: 07/03/2024



**Engineering & Transportation Department**  
244 North 7th Street - Grand Junction, CO. 81501  
(970) 256-4003

**GUTIERREZ ANNEXATION**  
Located in the West Half of the Southeast Quarter (W1/2 SE1/4) Section 9,  
Township 1 South, Range 1 East, Ute Meridian,  
County of Mesa, State of Colorado

# Gutierrez Annexation



0 50 100 200 Feet

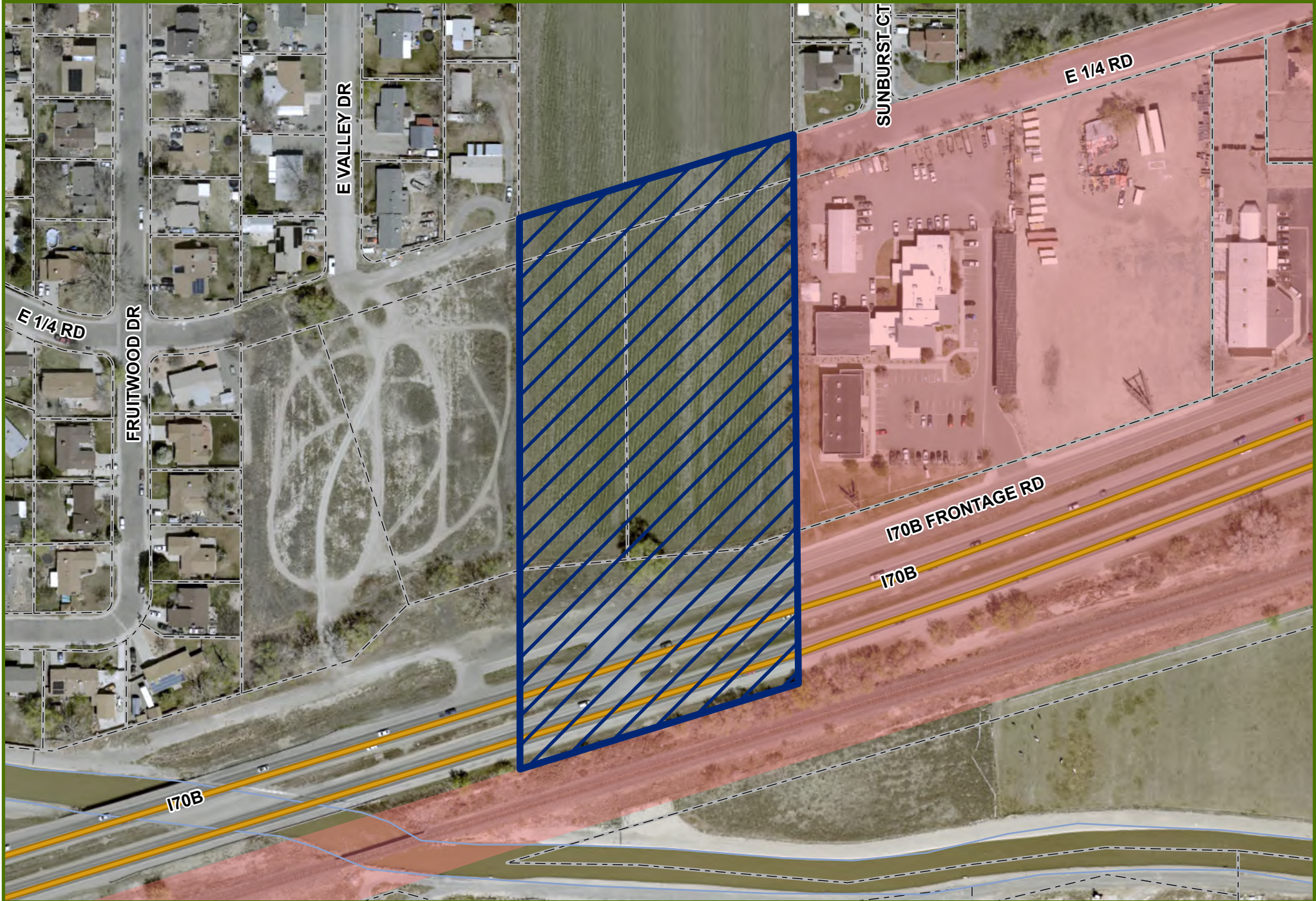


Annexation Site



City Limits

# Gutierrez Annexation



0 50 100 200 Feet



Annexation Site



City Limits

# Gutierrez Annexation - Zoning



0 50 100 200 Feet



Annexation

City Zoning

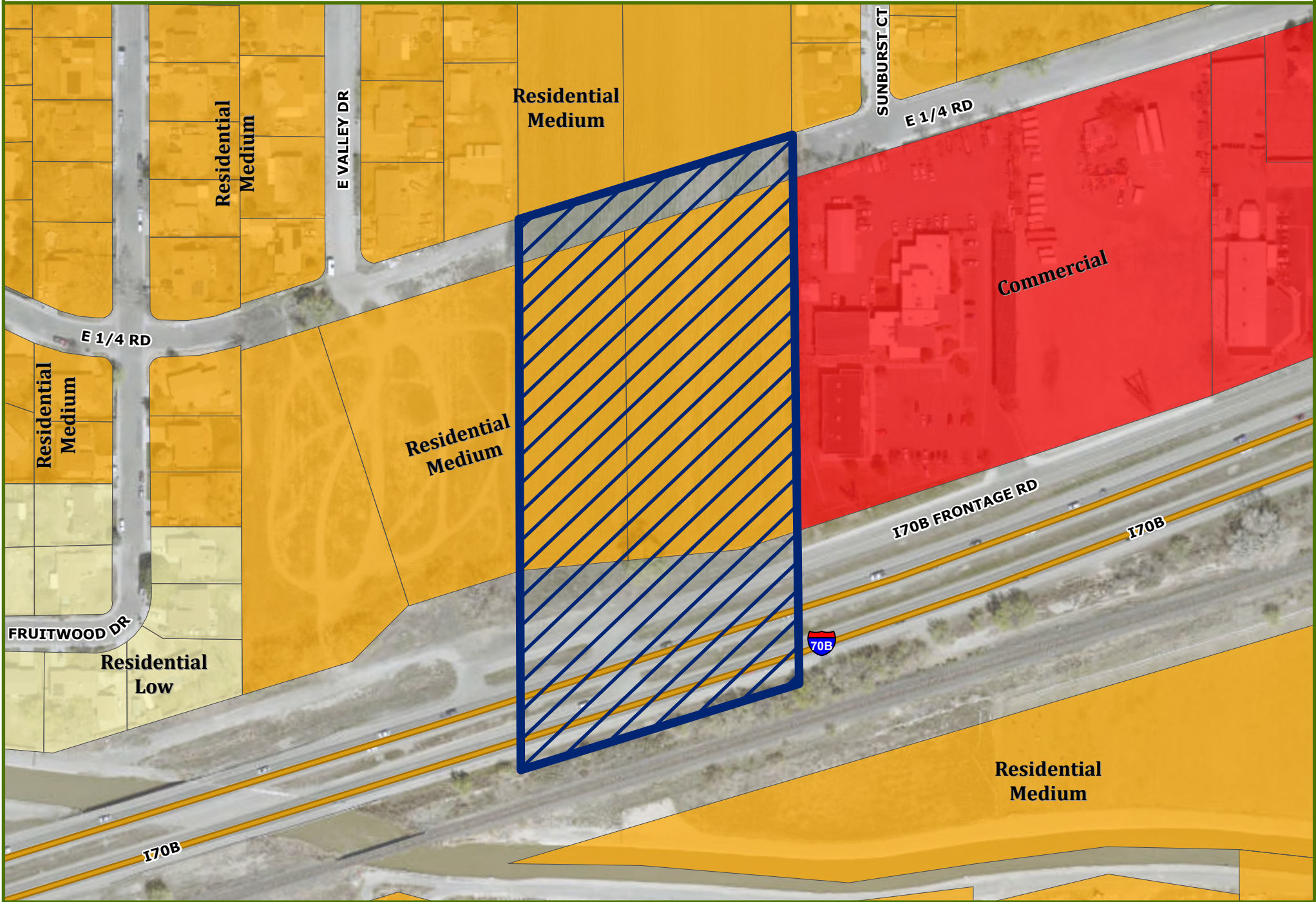
County Zoning

Date Created: 8/15/2024





# Gutierrez Annexation Annexation - Land Use



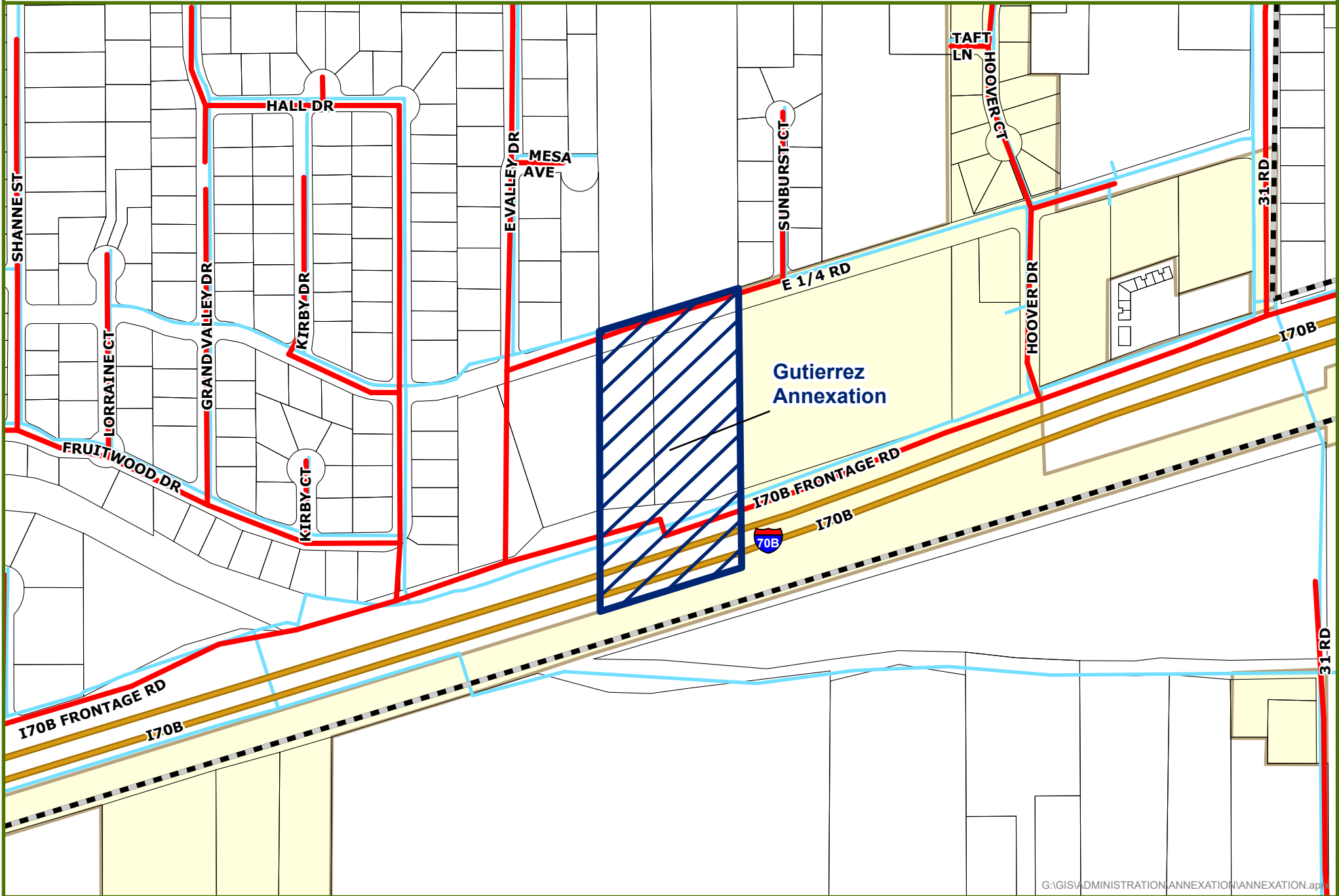
0 50 100 200 Feet

 Annexation Site  
Packet Page 41

Date Created: 8/15/2024



# Gutierrez Annexation - Utilities



G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx

- CITY WATER
- CLIFTON WATER
- SEWER
- CITY FIBER
- NON-CITY FIBER
- CITY LIMITS

Date Created: 8/15/2024



### Gutierrez Annexation Schedule

September 4, 2024	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use
September 10, 2024	Planning Commission Considers Zone of Annexation
September 18, 2024	City Council Intro Proposed Zoning Ordinance
October 16, 2024	City Council Accept Petition/Annex and Zoning Public Hearing
November 17, 2024	Effective date of Annexation and Zoning

#### ANNEXATION SUMMARY

File Number		ANX-2024-311	
Location		Located On an Unaddressed Property That Abuts 3070 I 70 Business Loop on The West and 3064 Frontage Road On The East and Lies South Of E ¼ Road And North Of I-70 Business Frontage Road	
Tax ID Number(s)		2943-094-00-189, 2943-094-00-187	
Number of Parcel(s)		2	
Existing Population		0	
No. of Parcels Owner Occupied		0	
Number of Dwelling Units		0	
Acres Land Annexed		6.43 Acres	
Developable Acres Remaining		3.88 Acres	
Right-of-way in Annexation		2.55 Acres	
Previous County Zoning		B-2	
Proposed City Zoning		RM-8	
Surrounding Zoning:	North:	RSF-4, Mesa County	
	South:	PUD, Mesa County	
	East:	MU-2 (Mixed-Use Light Commercial)	
	West:	B-2, Mesa County	
Current Land Use		Vacant	
Proposed Land Use		Single-Family/Two-Family Residential	
Surrounding Land Use:	North:	Vacant	
	South:	Planned Unit Development	
	East:	Commercial	
	West:	Vacant	
Comprehensive Plan Designation:		Residential Medium	
Zoning within Comprehensive Plan Designation:		R-8	R-12
Values:	Assessed	\$108,920	
	Actual	\$375,870	
Address Ranges		3066 – 3068 I 70 Frontage Road, Grand Junction, CO 81505	
Special Districts:	Water	Clifton Water District	
	Sewer	Persigo	
	Fire	Clifton Fire Protection	
	Irrigation/Drainage	Grand Valley Drainage District	
	School	School District 51	
	Pest	Grand River Mosquito Control	

**GRAND JUNCTION PLANNING COMMISSION**  
**September 10, 2024, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:33 p.m. by Chairman Teske.

Those present were Planning Commissioners; Kim Herek, Shanon Secrest, Orin Zyvan, Ian Moore, and Robert Quintero.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Manager), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 3 members of the public in attendance, and 0 virtually.

**CONSENT AGENDA**

---

**1. Approval of Minutes**

---

Minutes of Previous Meeting(s) from August 13, 2024.

Commissioner Herek moved to approve the consent agenda.  
*Commissioner Secrest seconded; motion passed 6-0.*

**REGULAR AGENDA**

---

**1. Gutierrez Annexation**

**ANX-2024-311**

Consider a request by Luis Anthony and Blanca Gutierrez to zone 6.43 acres from County B-2 (Concentrated Business) to RM-8 (Residential Medium 8) located on an unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of E ¼ Road and North of I-70 Business Frontage Road.

**Staff Presentation**

Thomas Lloyd, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for staff**

Chairman Teske clarified that E ¼ Rd was not currently constructed to access the subject property. He asked if staff knew when the property was zoned to B-2 in the County.

Commissioner Zyvan asked what the standard procedure is for annexing property into City limits.

The applicant, Mr. Gutierrez, clarified that his request to be annexed to RM-8 was to prevent the development from feeling “cramped” as it may have become if developed at the RM-12 zone designation.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, September 3, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

Russell Ward stated his opposition to the annexed parcel being developed as a mobile home park or multifamily building.

*The public comment period was closed at 6:00 p.m. on September 10, 2024.*

Mr. Gutierrez stated that he had no intention of developing the property as Multifamily.

Commissioner Quintero asked what the public noticing requirements are.

*The public hearing was closed a 6:03 p.m. on August 13, 2024.*

## **Discussion**

Commissioner Secrest gave some background on similar developments in the area and noted that they had no negative impact on the surrounding property values.

Commissioner Zyvan commented that the RM-8 zoning was the lower density of the two available zoning designations for the Residential Medium future land use category.

Chairman Teske elaborated on Commissioner Secrest and Commissioner Zyvan's statements.

## **Motion and Vote**

Commissioner Secrest made the following motion "Mr. Chairman, on the Zone of Annexation request for the properties located on unaddressed property that lies between and abuts 3070 I-70 Business Loop on the east and 3064 I-70 Frontage Road on the west and lies south of E ¼ Road and North of I-70 Business Frontage Road, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

*Commissioner Zyvan seconded; motion passed 6-0.*

## **OTHER BUSINESS**

---

## **ADJOURNMENT**

---

Commissioner Zyvan moved to adjourn the meeting.

*The vote to adjourn was 6-0.*

The meeting adjourned at 6:10 p.m.

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING GUTIERREZ ANNEXATION TO RM-8 (RESIDENTIAL MEDIUM-8) ZONE DISTRICT**

**THE GUTIERREZ ANNEXATION IS LOCATED ON AN UNADDRESSED PROPERTY BETWEEN AND ABUTTING 3070 I-70 BUSINESS LOOP ON THE EAST AND 3064 I-70 FRONTAGE ROAD ON THE WEST AND SOUTH OF E ¼ ROAD AND NORTH OF I-70 BUSINESS FRONTAGE ROAD BEING COMPRISED OF APPROXIMATELY 6.43 ACRES**

Recitals:

The property owner has petitioned to annex 6.43 acres into the City limits. The annexation is referred to as the Gutierrez Annexation.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (Code) the Grand Junction Planning Commission recommended zoning the Gutierrez Annexation RM-8 (Residential Medium – 8) from County B-2 (Concentrated Business) finding that the City RM-8 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After notice and public hearing, the Grand Junction City Council finds that the RM-8 (Residential Medium – 8) zone district is in conformance with and satisfies at least one of the stated criteria of Section 21.02.050(I)(3)(ii) of the Code applicable to the annexed property.

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

The foregoing Recitals are incorporated herein and therefore that the GUTIERREZ ANNEXATION, comprised of the following parcels in the City of Grand Junction Colorado are hereby duly and lawfully zoned RM-8 as described and depicted as follows:

**GUTIERREZ ANNEXATION  
Perimeter Boundary Legal Description  
EXHIBIT A**

**Gutierrez Annexation Legal Description**

A parcel of land located in the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 9, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado being the parcel of land described in Reception Number 3078878 and portions of Right-of-Way parcels described in Reception Numbers 719537, 654059 and 655910 and being more particularly described as follows:

Commencing at the Center East Sixteenth Corner (CE 1/16) of said Section 9, whence the Center 1/4 Corner of said Section 9 bears N89°57'12"W, a distance of 1,321.19 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement S14°00'13"W, a distance of 926.39 feet to the Southwest Corner of Lot 1, Solar Horizons Village as recorded at Reception Number 1342791 being the Point of Beginning;

thence S00°09'37"E, a distance of 745.61 feet along the West line of the Gamble-Sage Annexation (Ordinance No. 3347) to a point on the Northerly line of the Wells Annexation (Ordinance 3092), said line being 1 foot northerly and parallel to the Southerly Right-of-Way line of I-70 Business Loop as recorded at Reception Numbers 654059 & 655910; thence S72°50'50"W, a distance of 392.63 feet along said Northerly line to a point on the extended East line of Parcel 2 as recorded at Reception Number 2291624; thence N00°08'31"W, a distance of 747.94 feet along said extended East line and the East line of said Parcel 2 to the Southeast Corner of Lot 6, Block 3, Claussen Subdivision 1st Addition as recorded at Reception Number 957080 being a point on the Northerly Right-of-Way of E1/4 Road as recorded at Reception Number 719537; thence N73°08'54"E, a distance of 391.72 feet along said Northerly Right-of-Way line to the Point of Beginning.

Said Parcel of land being comprised of 280,279 Square Feet or 6.43 Acres, more or less.

**INTRODUCED** on first reading this 18<sup>th</sup> day of September 2024 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2024 and ordered published in pamphlet form.

\_\_\_\_\_  
Abram Herman  
President of the City Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #2.b.**

**Meeting Date:** September 18, 2024

**Presented By:** Andrea Phillips, Interim City Manager, Jennifer Tomaszewski,  
Finance Director

**Department:** Finance

**Submitted By:** Jennifer Tomaszewski

**Information**

**SUBJECT:**

Introduction of an Ordinance for Supplemental Appropriations and Setting a Public Hearing on October 2, 2024

**RECOMMENDATION:**

Staff recommends setting a hearing on a proposed ordinance making supplemental appropriations to amend the 2024 City of Grand Junction Budget and ordering publication in pamphlet form.

**EXECUTIVE SUMMARY:**

This supplemental appropriation will provide necessary spending authority for additional funding for the contract with MA Construction for the emergency repair of the storm water conveyance infrastructure at 733 Horizon Drive.

**BACKGROUND OR DETAILED INFORMATION:**

Included in the September 18, 2024 City Council meeting, in a separate agenda item, staff request approval to fund a contract with MA Construction for emergency repair of storm water conveyance infrastructure at 733 Horizon Drive.

The work was conducted as an emergency purchase under the city’s purchasing policy to expedite repairs and prevent further damage. The project was completed successfully, restoring the storm water system and ensuring the safety of the property. The required supplemental appropriation is **\$375,142 from the Storm Drainage Fund reserves**. This new spending will reduce the available fund balance in the Storm Drainage Fund, which is now estimated to be **\$110,800** at the end of 2024.

**FISCAL IMPACT:**



The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grant Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

This new spending for the contract with MA Construction for emergency repair work will be a reduction of the available fund balance in the Storm Drainage Fund, which is now estimated to be \$110,800 at the end of 2024.

**SUGGESTED MOTION:**

I move to introduce an ordinance making the supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2024 and ending December 31, 2024 to set a public hearing for October 2, 2024 and order publication in pamphlet form.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #3.a.

---

**Meeting Date:** September 18, 2024  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

---

### Information

#### **SUBJECT:**

Procurement Approval for Construction of Phase II of the Monument Connect Trail

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to execute a contract with Dirtworks Construction LLC for a cost of \$1,299,327.45 for construction of the Phase II Monument Connect Trail.

#### **EXECUTIVE SUMMARY:**

The City has partnered with the Colorado West Land Trust to enable this recreational feature that provides access to some of the best outdoor recreation areas in the Grand Junction area. The Monument Connect Trail Phase I opened in February 2020. The trail connects downtown Grand Junction with the world-class 80+ mile single-track trail system at Lunch Loops. Phase II picks up that alignment from the Lunch Loop trailhead and continues the 10' concrete trail through City and BLM-owned property to South Camp Road and the City-owned Jurassic Flats property at the northwest corner of Monument and South Camp Roads. National Environmental Policy Act (NEPA) permitting required by BLM for the project ROW grants is finally complete. This caused a significant delay in the initial timeline. With NEPA permitting complete, BLM ROW grants approved, and the design completed by the Engineering and Transportation Department, Phase II of the trail is ready to be constructed. Bikers, joggers, and walkers will now be connected to the beautiful area surrounding the Phase II trail alignment and along the entire expanse of the 10+ mile Redlands Loop. A \$500,000 grant was provided by Great Outdoors Colorado (GOCO) to support this project.

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

In close partnership with the Colorado West Land Trust, the City has supported recent dramatic improvement and activation in the Monument Road Corridor. In 2009, One

Riverfront identified a significant gap in the paved trail system: an extension of the Riverfront Trail along the Monument Corridor to the South Camp Road paved trail system, surrounding neighborhoods, and the public lands along the way. Great Outdoors Colorado also recognized that the Monument Corridor, as the gateway to the Lunch Loop trail system and Colorado National Monument, has enormous potential for a greenway connector trail.

Since then, a number of critical steps have been taken to close this gap. In 2010, the No Thoroughfare spur was built, connecting the Riverfront Trail to Monument Road. From this spur, Phase I of the Monument Trail was constructed in 2019. This first phase of the Monument Trail, completed in December 2019, connects the Riverfront Trail to the Lunch Loop Trailhead and continues to demonstrate tremendous public benefit by providing a wide array of safe outdoor experiences. The concrete, predictable surface has diversified Lunch Loop’s open space users, allowing many to enjoy this more wild and natural area. A large GOCO grant enabled this critical connection that has seen tremendous utilization. The \$500,000 GOCO grant was awarded on June 9, 2022.

The recent and dramatic growth in trail use (paved trail and single track) throughout the Grand Junction area now further demonstrates the need for additional access to trails and open space. The City of Grand Junction’s Parks, Recreation and Open Space (PROS) Master Plan (2020) lists trails and open space as a top community priority and specifically calls out this Phase II project as a high, near-term priority.

This phase will also complete the Redlands Loop, a 10-mile paved, safe, and enjoyable trail system that will connect downtown Grand Junction, the Lunch Loop trail system, Riggs Hill, neighborhoods, the Audubon and Connected Lakes, and the Colorado Riverfront. The final phase is a 1 ½ mile, 10-foot wide concrete trail extending from the Lunch Loop Trailhead to Jurassic Flats (public open space on Monument Road and South Camp Road). Traversing through No Thoroughfare Wash and BLM and City public open space, this final section of the Monument Trail is distanced from the busy Monument Road, connecting trail users to the natural areas that feed into the riparian habitat of the river corridor below.

A formal Invitation For Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City’s Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Grand Junction Daily Sentinel. Five (5) firms submitted formal bids, which were found to be responsive and responsible. The name of each firm, their location, and their bid price is listed as follows:

<b>Contractor</b>	<b>Location</b>	<b>Base Bid Price</b>
Dirtworks Construction LLC	Grand Junction, CO	\$1,299,327.45
Gould Construction, Inc.	Glenwood Springs, CO	\$1,897,890.70
K & D Construction, Inc.	Grand Junction, CO	\$1,846,199.98
Meridian Contracting, Inc.	Albuquerque, NM	\$2,476,667.00

Sorter Construction, Inc.	Grand Junction, CO	\$1,607,214.00
---------------------------	--------------------	----------------

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law. If awarded, construction will begin in the fall of 2024.

**FISCAL IMPACT:**

The \$1,299,327.45 cost for this construction project is included in the 2024 Adopted Budget in the 0.75 Percent Sales Tax Capital Fund. A \$500,000 GOCO grant was awarded in 2022 which offsets some of the costs. The Colorado West Land Trust and One Riverfront, both crucial partners on this project, contributed \$100,000. The total project budget is \$1,670,000.00. Concrete box culverts were purchased before the construction contract, and signals will be required at Monument Road and South Camp Road crossings under a separate contract. Given this construction contract, the box culverts, and soft costs like a consultant who worked on the NEPA permitting process, the project is under budget. Design and engineering were also completed by the engineering and transportation department, which saved on costs for this project.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to execute a Construction Contract with Dirtworks Construction LLC of Grand Junction, CO for the Monument Connect - Phase 2 Bicycle Path Trail in the amount of \$1,299,327.45 for completion of the Phase II Connect Trail, thereby completing the Redlands Loop.

**Attachments**

1. Monument Trail Phase 2 Area Map





**Grand Junction City Council**

**Regular Session**

**Item #3.b.**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine, General Services Director

---

**Information**

**SUBJECT:**

Ratify a Contract with MA Construction for the Emergency Repair of the Storm Water Conveyance Infrastructure at 733 Horizon Drive

**RECOMMENDATION:**

Staff recommends ratification of the contract.

**EXECUTIVE SUMMARY:**

On July 17, 2024, two sinkholes appeared in the parking lot of the Quality Inn at 733 Horizon Drive due to the collapse of a 54-inch stormwater pipe. The city promptly addressed the issue, replacing 230 feet of the failed pipe with a 60-inch HDPE pipe, repairing the sinkholes, and restoring the impacted infrastructure. The work was conducted as an emergency purchase under the city's purchasing policy to expedite repairs and prevent further damage. The project was completed successfully, restoring the stormwater system and ensuring the safety of the property.

**BACKGROUND OR DETAILED INFORMATION:**

On July 17, 2024, two significant sinkholes emerged in the Quality Inn parking lot at 733 Horizon Dr., directly above a compromised 54-inch stormwater pipe. The stormwater maintenance crew promptly opened the sinkholes and restored water flow. An investigation determined that sediment blockage in the stormwater channel between the Bookcliff Country Club golf course and local businesses caused the existing corrugated metal pipe to retain water, rust, and eventually collapse, leading to the formation of the sinkholes.

**Repair Work Completed:** To address the failing stormwater system, the following actions were taken:

- **Pipe Replacement:** Approximately 230 feet of the failed 54-inch stormwater pipe was replaced with a 60-inch HDPE stormwater pipe. The increase in pipe size was necessary to match existing inlets (60-inch and 24-inch) and required the construction of a new outlet structure.
- **Sinkhole Remediation:** The substantial sinkhole measuring 12 feet long, 8 feet wide, and 15 feet deep within the parking lot was repaired.
- **Excavation Impact:** The existing pipe was located 18 feet below the asphalt surface, necessitating wide trench excavation that impacted both the valley pan and an 8-inch asbestos/concrete fire hydrant supply line. The affected asphalt, concrete valley pan, base course, backfill material, and fire line were replaced as necessary.

**Additional Measures:** City crews conducted a dredging operation to lower the drainage channel bed, improving flow from the repaired pipe. The U.S. Army Corps of Engineers reviewed and approved these maintenance actions, confirming their appropriateness and noting that the area is neither a stream nor a wetland per USACE mapping.

**Procurement and Completion:** The work was completed following the city's purchasing policy as an emergency purchase, allowing for expedited repairs due to the urgent nature of the infrastructure failure and the risk of summer thunderstorms. A qualified contractor with relevant experience and immediate availability was selected to complete the project. The costs were reviewed and deemed reasonable by City Engineering, and the project was successfully completed in the amount of \$427,483.55.

**Conclusion:** The emergency repairs to the stormwater drainage system at 733 Horizon Drive have been completed, restoring the integrity of the infrastructure and ensuring the safety and functionality of the Quality Inn parking lot. The swift action taken prevented further damage and disruption, addressing the infrastructure failure effectively.

**FISCAL IMPACT:**

The Storm Drainage Fund requires a supplemental appropriation of \$375,141.27 for the costs associated with the contracted repairs. The Storm Drainage Fund Reserve has sufficient balance to appropriate these funds associated with this agreement. A supplemental appropriation ordinance is presented in a separate agenda item with the September 4, 2024, City Council agenda to set the public hearing for the ordinance amendment.

**SUGGESTED MOTION:**

**Attachments**

None





**Grand Junction City Council**

**Regular Session**

**Item #3.c.**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Toby Thieman, Project Engineer

---

**Information**

**SUBJECT:**

Authorization for 2024 Sewer Replacement - Phase 3 Construction Contract

**RECOMMENDATION:**

Staff recommends approval for the City Purchasing Division to enter into a contract with Sorter Construction, Inc. for the amount of \$263,625.70 to be allocated for the 2024 Sewer Replacements - Phase 3 project - 12th & Wellington Avenue.

**EXECUTIVE SUMMARY:**

The purpose of this contract is to hire a General Contractor to replace existing sanitary sewer lines in poor condition throughout the sanitary collection system. This phase of sewer replacement lines near 12th Street and Wellington Avenue. The total length of pipe replacement is estimated to be 680 lineal feet. Additionally, this will include replacing five manholes, asphalt patches, and other incidental work.

**BACKGROUND OR DETAILED INFORMATION:**

The sanitary sewer main near 12th Street and Wellington Avenue needs replacement. There are many cracks, holes, and disjointed sections which allow groundwater infiltration and risk of collapse if not replaced. Originally installed in 1967, this pipe has reached the end of its useful life. This project's scope will include replacing the sewer lines north of the Grand Valley Canal that serves the Ale House restaurant and other businesses within Village Fair Plaza, requiring a high level of coordination with the businesses to minimize impacts to the extent practical.

A formal Invitation For Bid (IFB) was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Daily Sentinel. The City received five (5) bids for the

project, which were found to be responsive and responsible in the following amounts:

<b>Contractor</b>	<b>Location</b>	<b>Bid Amount</b>
Sorter Construction	Grand Junction, CO	\$263,625.70
M.A. Concrete Construction	Grand Junction, CO	\$336,689.00
Dirtworks Construction	Grand Junction, CO	\$299,113.50

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law.

**FISCAL IMPACT:**

The funds for this contract are included in the 2024 Adopted Budget in the Sewer Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a contract with Sorter Construction, Inc. for Construction Services for a bid amount of \$263,625.70 to be allocated for the 2024 Sewer Replacement 12th Street and Wellington Avenue Project.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #3.d.**

---

**Meeting Date:** September 18, 2024

**Presented By:** Jay Valentine, General Services Director, Trenton Prall, Engineering & Transportation Director

**Department:** General Services

**Submitted By:** Jerod Timothy, Deputy General Services Director

---

**Information**

**SUBJECT:**

Asphalt To Concrete Trail Replacement Project, Materials Only (Concrete)

**RECOMMENDATION:**

I move to (authorize or deny) the City Purchasing Division to issue a Purchase Order to Whitewater Building Material Corp. for the purchase of concrete in the amount of \$300,125.00.

**EXECUTIVE SUMMARY:**

This staff report outlines the proposal to enter into a contract with Whitewater Building Material Corp. for the purchase of concrete material for the Asphalt to Concrete construction project. The project entails the construction of a 10' wide concrete trail, spanning 1.5 miles. The existing asphalt trail poses numerous hazards and requires replacement. The proposal from Whitewater Building Material Corp., at a total cost of \$300,125.00 for 1,750 cubic yards of concrete, aligns with our project requirements and budget constraints.

**BACKGROUND OR DETAILED INFORMATION:**

The Asphalt to Concrete Trail construction project is a critical initiative aimed at enhancing the recreational opportunities for our residents and visitors. The existing asphalt trail identified for replacement, which spans 1.5 miles and has deteriorated significantly, posing numerous hazards to users. To address these issues and improve safety, the City has planned the construction of a 10' wide concrete trail to replace the failing asphalt surface. The sections to be replaced include trail along Redlands Parkway from the Redlands Parkway Bridge southwesterly to the Broadway roundabout as well as the southern trail along South Camp Road from Rimrock Road to Buffalo Drive. Construction of the trail will be completed by City staff.

The purchase of concrete material is essential to the successful execution of this project. In accordance with the City's procurement policies, a competitive bidding process was initiated to select a supplier for the required concrete material.

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

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Whitewater Building Material Corp.	Grand Junction, CO	\$300,125.00

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law.

**FISCAL IMPACT:**

This project is in the City's 2024 Adopted Budget in the Sales Tax Capital Improvement Fund.

**SUGGESTED MOTION:**

I move to (authorize or deny) the City Purchasing Division to issue a Purchase Order to Whitewater Building Material Corp. for the purchase of concrete in the amount of \$300,125.00.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Brandon Stam, DDA Executive Director  
**Department:** Downtown Development Authority  
**Submitted By:** Brandon Stam

---

**Information**

**SUBJECT:**

A Resolution Authorizing The DOLA Strong Communities Grant

**RECOMMENDATION:**

Approval

**EXECUTIVE SUMMARY:**

The Mixed Use Terminal Project was awarded a \$1.3 million Strong Communities Grant to develop artist space and housing at the former Greyhound building at 230 S. 5th Street.

**BACKGROUND OR DETAILED INFORMATION:**

The City, on behalf of the Grand Junction Downtown Development Authority (DDA), submitted an application for the DOLA Strong Communities Grant in support of the development/redevelopment of the property located at 230 S. 5th Street and Lots 4 and 5, Block 126 on Colorado Avenue. The grant application is for/in support of what is known and referred to as *The Terminal* (Project). The project was awarded a \$1.3 million grant for the development of the Terminal. The Terminal will be a Space to Create Project with approximately 100 residential units, 30 of which will be designated as workforce housing units (80-120 percent AMI). The project will also include commercial space and affordable creative space, including but not limited to artist studios, meeting space, and gallery space. The project will also provide live/work options for local creatives.

**FISCAL IMPACT:**

The DDA will be responsible for any reimbursement or payback requirements necessitated by the grant agreement as outlined in the IGA.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 64-24, a resolution authorizing the execution of the Grant Agreement number 192827 in the amount of \$1.3 million and for the Interim City Manager to sign the Grant Agreement and the IGA relating to the same subject to the DDA Board approving the IGA.

**Attachments**

- 1. AGR-DDA Strong Communities Grant Guarantee 20240909
- 2. RES-Strong Communities Terminal 20240912

**INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE [REDACTED] GRANT FOR/RELATED TO GRANT FUNDING  
THE DOWNTOWN DEVELOPMENT AUTHORITY TERMINAL PROJECT**

This INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic ("DDA" or "Authority") and THE CITY OF GRAND JUNCTION COLORADO, a Colorado Home Rule municipal corporation ("City"). Collectively the DDA and the City may be referred to as "Parties" or "the Parties."

**WITNESSETH:**

WHEREAS, the Authority has been created pursuant to the provisions of Title 31, Article 25, Part 8, Colorado Revised Statutes ("DDA Statute"), and City Ordinance No.1669; and,

WHEREAS, the DDA Statute has declared that the organization of downtown development authorities will serve a public use; promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts; halt or prevent the growth of blighted areas within such district, and assist municipalities in the development and redevelopment of downtowns and in the overall planning to restore or provide for the continuance of the health thereof; and,

WHEREAS, the Authority provides an invaluable service to the City by promoting the health, safety, prosperity, security and general welfare of those living and working within its boundaries; and,

WHEREAS, pursuant to C.R.S. §31-25-808(1)(f), the Authority is empowered to enter into contracts with governmental agencies and public bodies in furtherance of the statutory mission of the Authority; and,

WHEREAS, the City Charter and C.R.S. 29-1-203 empower the City Council of the City to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies; and,

WHEREAS, the development/redevelopment of property in Downtown for what is known as the Terminal project will be financed in part by grant funding; and,

WHEREAS, due to the type of grant/grant requirements the City was the proper entity to apply for available grant(s)/grant funding; and,

WHEREAS, the City's grant application on behalf of the DDA for theStrong Communities grant ("Grant") was accepted and approved by [REDACTED]; and,

WHEREAS, the Grant agreement, a copy of which is attached to this IGA, ("Grant Agreement") has certain payment/repayment obligations, among other requirements that the DDA has agreed to assume; and,

WHEREAS, the acceptance of the Grant is in the best interests of both the DDA and the City because with the development of the Terminal Project additional housing will be provided as well as a blighted property within the DDA boundaries will be revitalized; and,

WHEREAS, the Parties desire to enter into this IGA in order to establish that repayment, reporting and other obligations of the Grant Agreement are and will for the term of the Grant be the obligation(s) of the DDA.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties as hereafter provided and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### **1. TERM**

The term of this IGA shall be for and commensurate with the longest term established by the Grant Agreement.

#### **2. OBLIGATIONS AND REQUIREMENTS**

2.1 The Grant Agreement is attached hereto as Exhibit \_\_ and the same is incorporated herein by reference as if fully set forth. By and the signature of the Chair of the DDA Board the DDA assumes each and every obligation and requirement of the Grant Agreement as if the DDA had been the recipient of the grant award. The City has agreed to assist with reporting and recordkeeping for the Grant and will as necessary or required consult with, advise and assist the DDA; however, the DDA has and shall by this IGA be wholly an exclusively liable for compliance with each and every term of the Grant Agreement.

2.2 On September 18, 2024 the City Council authorized and approved acceptance of the Grant Agreement with such acceptance being conditioned on the DDA approving this IGA.

2.3 On \_\_\_ 2024 the DDA Board approved the IGA between the City and DDA.

#### **3. COMMITMENT OF FUNDS**

3.1 The DDA Board shall annually adopt and approve a budget that includes funds for the payment/repayment obligations provided in the Grant Agreement. In the event of non-appropriation, the City may declare the DDA in default of this IGA and shall be entitled to offset the value of the payment/repayment and other financial obligations the DDA has assumed pursuant to this IGA from City funds otherwise held by the City/payable to DDA.

3.2 The City Council of the City shall annually approve the DDA budget and by ordinance appropriate funds for and consistent with this IGA.

3.3 Any funds used, as provided in 3.1 or otherwise for purposes of this IGA shall only be used by the City to pay the cost(s) of any default(s) on the Grant/Grant Agreement.

3.4 Prior to any draw on the funds, the City's Finance Director shall provide no less than 7 working days written notice to the DDA Executive Director of the event of default(s) of the Grant Agreement and of the City's intention to exercise the guarantee as provided by this IGA.

3.5 In the event the DDA does not cure the default(s) the City's Finance Director shall have the authority and shall approve without further notice draw on the funds pursuant to this IGA.

#### **4. NOTICE**



All notices to be given to Parties hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

DDA: Downtown Development Authority  
Attn: Executive Director  
301 S. 3<sup>rd</sup> Street  
Grand Junction, CO 81501

CITY: City of Grand Junction  
Attn: Finance Director  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

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

**5. THIRD PARTY BENEFICIARIES**

This IGA shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**6. GOVERNING LAW/SEVERABILITY**

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this IGA. In the event any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this IGA.

**IN WITNESS WHEREOF** the Parties have executed this IGA the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,  
A Colorado Home Rule municipal corporation

by \_\_\_\_\_  
Andrea Phillips  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk

THE GRAND JUNCTION, COLORADO,  
DOWNTOWN DEVELOPMENT AUTHORITY, a body  
corporate and politic

by: \_\_\_\_\_

Libby Olson  
DDA Chair

ATTEST:

---

Vonda Bauer  
DDA Board Secretary

DRAFT

RESOLUTION \_\_\_-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT IN SUPPORT OF THE GRAND JUNCTION DOWNTOWN AUTHORITY TERMINAL PROJECT

RECITALS:

The City on behalf of the Grand Junction Downtown Development Authority (DDA) submitted an application for a Strong Communities grant in support of the development/redevelopment of the property located at 230 S. 5th Street and Lots 4 and 5, Block 126 on Colorado Avenue. The grant application is for/in support of what is known and referred to as *The Terminal* (Project).

The Project will be financed in part by grant funding, and due to the type of grant/grant requirements the City was the proper entity to apply for available grant(s)/grant funding. The City's grant application on behalf of the DDA for the Strong Communities grant ("Grant") was accepted and approved. With this Resolution the City Council does authorize the Interim City Manager to sign the Grant agreement, a copy of which is attached to this IGA, ("Grant Agreement").

The acceptance of the Grant is in the best interests of both the DDA and the City because with the development The Project will provide additional housing as well reuse and revitalize a Downtown property.

On June 27, 2024 the City Council and the DDA Board held a joint meeting and the Council and the Board discussed the Project and their interest in entering into and Intergovernmental Agreement (IGA) in order to establish that repayment, reporting and other obligations of the Grant Agreement are and will for the term of the Grant be the obligation(s) of the DDA all as provided in the IGA.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement in the amount of \$1.3m in support of the DAA as described generally herein and in more detail in the Grant Agreement Number, and furthermore affirms and directs that the interim City Manager sign the IGA.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreement number 192827 in the amount of \$1.3m and authorizes and directs the Interim City Manager to sign the Grant Agreement and the IGA relating to the same subject to the DDA Board approving the IGA.

---

Abram Herman  
President of the City Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval, City Clerk

DRAFT

**INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE [REDACTED] GRANT FOR/RELATED TO GRANT FUNDING  
THE DOWNTOWN DEVELOPMENT AUTHORITY TERMINAL PROJECT**

This INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic ("DDA" or "Authority") and THE CITY OF GRAND JUNCTION COLORADO, a Colorado Home Rule municipal corporation ("City"). Collectively the DDA and the City may be referred to as "Parties" or "the Parties."

**WITNESSETH:**

WHEREAS, the Authority has been created pursuant to the provisions of Title 31, Article 25, Part 8, Colorado Revised Statutes ("DDA Statute"), and City Ordinance No.1669; and,

WHEREAS, the DDA Statute has declared that the organization of downtown development authorities will serve a public use; promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts; halt or prevent the growth of blighted areas within such district, and assist municipalities in the development and redevelopment of downtowns and in the overall planning to restore or provide for the continuance of the health thereof; and,

WHEREAS, the Authority provides an invaluable service to the City by promoting the health, safety, prosperity, security and general welfare of those living and working within its boundaries; and,

WHEREAS, pursuant to C.R.S. §31-25-808(1)(f), the Authority is empowered to enter into contracts with governmental agencies and public bodies in furtherance of the statutory mission of the Authority; and,

WHEREAS, the City Charter and C.R.S. 29-1-203 empower the City Council of the City to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies; and,

WHEREAS, the development/redevelopment of property in Downtown for what is known as the Terminal project will be financed in part by grant funding; and,

WHEREAS, due to the type of grant/grant requirements the City was the proper entity to apply for available grant(s)/grant funding; and,

WHEREAS, the City's grant application on behalf of the DDA for the Community Revitalization grant ("Grant") was accepted and approved by [REDACTED]; and,

WHEREAS, the Grant agreement, a copy of which is attached to this IGA, ("Grant Agreement") has certain payment/repayment obligations, among other requirements that the DDA has agreed to assume; and,

WHEREAS, the acceptance of the Grant is in the best interests of both the DDA and the City because with the development of the Terminal Project additional housing will be provided as well as a blighted property within the DDA boundaries will be revitalized; and,

WHEREAS, the Parties desire to enter into this IGA in order to establish that repayment, reporting and other obligations of the Grant Agreement are and will for the term of the Grant be the obligation(s) of the DDA.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties as hereafter provided and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### **1. TERM**

The term of this IGA shall be for and commensurate with the longest term established by the Grant Agreement.

#### **2. OBLIGATIONS AND REQUIREMENTS**

2.1 The Grant Agreement is attached hereto as Exhibit \_\_\_ and the same is incorporated herein by reference as if fully set forth. By and the signature of the Chair of the DDA Board the DDA assumes each and every obligation and requirement of the Grant Agreement as if the DDA had been the recipient of the grant award. The City has agreed to assist with reporting and recordkeeping for the Grant and will as necessary or required consult with, advise and assist the DDA; however, the DDA has and shall by this IGA be wholly an exclusively liable for compliance with each and every term of the Grant Agreement.

2.2 On September 18, 2024 the City Council authorized and approved acceptance of the Grant Agreement with such acceptance being conditioned on the DDA approving this IGA.

2.3 On \_\_\_ 2024 the DDA Board approved the IGA between the City and DDA.

#### **3. COMMITMENT OF FUNDS**

3.1 The DDA Board shall annually adopt and approve a budget that includes funds for the payment/repayment obligations provided in the Grant Agreement. In the event of non-appropriation, the City may declare the DDA in default of this IGA and shall be entitled to offset the value of the payment/repayment and other financial obligations the DDA has assumed pursuant to this IGA from City funds otherwise held by the City/payable to DDA.

3.2 The City Council of the City shall annually approve the DDA budget and by ordinance appropriate funds for and consistent with this IGA.

3.3 Any funds used, as provided in 3.1 or otherwise for purposes of this IGA shall only be used by the City to pay the cost(s) of any default(s) on the Grant/Grant Agreement.

3.4 Prior to any draw on the funds, the City's Finance Director shall provide no less than 7 working days written notice to the DDA Executive Director of the event of default(s) of the Grant Agreement and of the City's intention to exercise the guarantee as provided by this IGA.

3.5 In the event the DDA does not cure the default(s) the City's Finance Director shall have the authority and shall approve without further notice draw on the funds pursuant to this IGA.

#### **4. NOTICE**

All notices to be given to Parties hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

DDA: Downtown Development Authority  
Attn: Executive Director  
301 S. 3<sup>rd</sup> Street  
Grand Junction, CO 81501

CITY: City of Grand Junction  
Attn: Finance Director  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

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

**5. THIRD PARTY BENEFICIARIES**

This IGA shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**6. GOVERNING LAW/SEVERABILITY**

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this IGA. In the event any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this IGA.

**IN WITNESS WHEREOF** the Parties have executed this IGA the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,  
A Colorado Home Rule municipal corporation

by \_\_\_\_\_  
Andrea Phillips  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk

THE GRAND JUNCTION, COLORADO,  
DOWNTOWN DEVELOPMENT AUTHORITY, a body  
corporate and politic

by: \_\_\_\_\_

Libby Olson  
DDA Chair

ATTEST:

---

Vonda Bauer  
DDA Board Secretary

DRAFT



RESOLUTION \_\_\_-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT IN SUPPORT OF THE GRAND JUNCTION DOWNTOWN AUTHORITY TERMINAL PROJECT

RECITALS:

The City on behalf of the Grand Junction Downtown Development Authority (DDA) submitted an application for a Community Revitalization grant in support of the development/redevelopment of the property located at 230 S. 5th Street and Lots 4 and 5, Block 126 on Colorado Avenue. The grant application is for/in support of what is known and referred to as *The Terminal* (Project).

The Project will be financed in part by grant funding, and due to the type of grant/grant requirements the City was the proper entity to apply for available grant(s)/grant funding. The City's grant application on behalf of the DDA for the Community Revitalization grant ("Grant") was accepted and approved. With this Resolution the City Council does authorize the Interim City Manager to sign the Grant agreement, a copy of which is attached to this IGA, ("Grant Agreement").

The acceptance of the Grant is in the best interests of both the DDA and the City because with the development The Project will provide additional housing as well reuse and revitalize a Downtown property.

On June 27, 2024 the City Council and the DDA Board held a joint meeting and the Council and the Board discussed the Project and their interest in entering into and Intergovernmental Agreement (IGA) in order to establish that repayment, reporting and other obligations of the Grant Agreement are and will for the term of the Grant be the obligation(s) of the DDA all as provided in the IGA.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement in the amount of \$3.2m in support of the DDA as described generally herein and in more detail in the Grant Agreement Number, and furthermore affirms and directs that the interim City Manager sign the IGA.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreement number CRG SLFRF-04 in the amount of \$3.2m and authorizes and directs the Interim City Manager to sign the Grant Agreement and the IGA relating to the same subject to the DDA Board approving the IGA.

---

Abram Herman  
President of the City Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval, City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #5.a.

---

**Meeting Date:** September 18, 2024  
**Presented By:** Angela Padalecki  
**Department:** City Manager's Office  
**Submitted By:** Johnny McFarland, Asst. to the City Manager

---

### Information

#### **SUBJECT:**

Ratification of Revised Grant Amounts to the Grand Junction Regional Airport Authority for AIP 81, AIP 82, and AIP 83 as Previously Approved by City Council as Co-Sponsors of the GJRAA

#### **RECOMMENDATION:**

Staff recommends ratification of the revised grant amounts.

#### **EXECUTIVE SUMMARY:**

This item is to ratify a grant amount revision of three grants, AIP 3-08-0027-081-2024, AIP 3-08-0027-082-2024, and AIP 3-08-0027-083-2024 referred to as AIP 81, AIP 82, and AIP 83 respectively. The revised amounts reflect an increase in funding for each of the three grants after the GJRAA was notified by the FAA that additional funding was available.

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

On August 21, 2024, the City Council approved Resolutions 53-24, 54-24, and 56-24 authorizing the GJRAA to enter into grant agreements with the FAA for AIP 81, AIP 82, and AIP 83 and authorizing the City Manager to sign the Co-Sponsorship Agreements for each. As creators and co-sponsors of the Airport Authority, the City Council and County Commissioners must approve grant awards from the FAA to the Airport Authority.

Subsequent to this approval, the GJRAA was notified by the FAA that additional funding was made available which would increase the grant award amounts for each of the three grants. The increased amounts are outlined below.

AIP 81

- Previous Amount: \$5,839,002
- Revised Amount: \$5,936,852

AIP 82

- Previous Amount: \$11,321,229
- Revised Amount: \$11,521,228

AIP 83

- Previous Amount: \$16,100,920
- Revised Amount: \$17,850,919

There were no other substantive changes to the grant award or Co-Sponsorship agreements. If the Council approves this item, it will accept the increased grant award amounts and authorize the City Manager to sign an updated Co-Sponsorship Agreement for each grant reflecting the increased awards.

**FISCAL IMPACT:**

There is no fiscal impact as a result of the approval of this item.

**SUGGESTED MOTION:**

I move to (adopt/not adopt) Resolution 63-24 ratifying and accepting the revised grant award amounts for AIP 81, AIP 82, and AIP 83 to the GJRAA from the FAA

**Attachments**

1. 3.2 Co-Sponsorship Agreement-city AIP 81
2. 3.3 GJT-NMG-3-08-0027-081-2024-Grant Agreement (part 1) - signed
3. 4.2 Co-Sponsorship Agreement-city AIP 82
4. 4.3 GJT-NMG-3-08-0027-082-2024-Grant Agreement (part 1) - signed
5. 5.2 Co-Sponsorship Agreement-city AIP 83
6. 5.3 GJT-NMG-3-08-0027-083-2024-Grant Agreement (part 1) - signed
7. RES-AIP Grants Revised 20240911

**SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

**RECITALS**

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-081-2024 (“Project”).

D. The FAA is willing to provide \$5,936,852 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Andrea Phillips, Interim City Manager**  
**City of Grand Junction**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

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

September 5, 2024

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

Ms. Andrea Phillips, Interim City Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Commissioner Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-081-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.



6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

**FAA Contact Information.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

  
[Jesse Lyman \(Sep 5, 2024 14:53 MDT\)](#)

Jesse Lyman  
 Acting Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date      September 5, 2024

Airport/Planning Area              Grand Junction Regional Airport

Airport Infrastructure Grant Number      3-08-0027-081-2024              [Contract No. DOT-FA24NM-1112]

Unique Entity Identifier              P2MUNC6N7YM6

TO:      Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated December 12, 2023 and amended September 3, 2024, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Shift Runway 11/29 (Grading and Drainage-Schedule 6)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L.

116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,936,852.

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

\$0 for planning

\$5,936,852 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

a. **Period of Performance:**

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

b. **Budget Period:**

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

- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “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 institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jesse Lyman*

Jesse Lyman (Sep 5, 2024 14:53 MDT)

---

*(Signature)*

Jesse Lyman

---

*(Typed Name)*

Acting Manager, Denver ADO

---

*(Title of FAA Official)*

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 5, 2024

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

*(Name of Sponsor)*



Thomas R Benton, Chairman (Sep 5, 2024 15:33 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Thomas R Benton, Chairman

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Chairman

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at September 5, 2024

\_\_\_\_\_

By: Daniel S Reimer  
(Signature of Sponsor’s Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated September 6, 2024

**CITY OF GRAND JUNCTION, COLORADO**

*(Name of Sponsor)*

Andrea Phillips  
Andrea Phillips (Sep 6, 2024 10:33 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Andrea Phillips  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Interim City Manager  
*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, John P. Shaver, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at September 6, 2024

By: John P. Shaver  
John P. Shaver (Sep 6, 2024 15:44 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated September 6, 2024

**COUNTY OF MESA, COLORADO**

*(Name of Sponsor)*

*Bobbie Daniel*

Bobbie Daniel (Sep 6, 2024 21:46 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Bobbie Daniel

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mesa County Commissioner

*(Title of Sponsor's Authorized Official)*

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, Todd M. Starr, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at September 9, 2024

Todd M. Starr  
By: Todd M. Starr (Sep 9, 2024 09:15 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

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

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

---

***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the



Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities



which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of December 12, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-082-2024 (“Project”).

D. The FAA is willing to provide \$11,521,228 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Andrea Phillips, Interim City Manager**  
**City of Grand Junction**





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

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

September 5, 2024

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

Ms. Andrea Phillips, Interim City Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Commissioner Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-082-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

**FAA Contact Information.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

*Jesse Lyman*  
 Jesse Lyman (Sep 5, 2024 15:22 MDT)

Jesse Lyman  
 Acting Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date      September 5, 2024

Airport/Planning Area              Grand Junction Regional Airport

Airport Infrastructure Grant Number      3-08-0027-082-2024              [Contract No. DOT-FA24NM-1113]

Unique Entity Identifier              P2MUNC6N7YM6

TO:      Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 18, 2024, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Shift Runway 11/29 (Subbase-Schedule 1)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L.

116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$11,571,228.

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

\$0 for planning

\$11,571,228 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

a. **Period of Performance:**

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

b. **Budget Period:**

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

- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or



- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “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 institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Jesse Lyman  
Jesse Lyman (Sep 5, 2024 15:22 MDT)  
\_\_\_\_\_  
(Signature)

Jesse Lyman  
\_\_\_\_\_  
(Typed Name)

Acting Manager, Denver ADO  
\_\_\_\_\_  
(Title of FAA Official)

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 5, 2024

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

*(Name of Sponsor)*



Thomas R Benton (Sep 5, 2024 15:35 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Thomas R Benton

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Chairman

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at September 5, 2024

By: Daniel S Reimer  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated September 9, 2024

**CITY OF GRAND JUNCTION, COLORADO**

*(Name of Sponsor)*

*Andrea Phillips*  
Andrea Phillips (Sep 9, 2024 09:06 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Andrea Phillips  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Interim City Manager  
*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, John P. Shaver, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at September 9, 2024

By: John P. Shaver  
John P. Shaver (Sep 9, 2024 09:07 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated September 9, 2024

---

**COUNTY OF MESA, COLORADO**

*(Name of Sponsor)*

*Bobbie Daniel*

[Bobbie Daniel \(Sep 9, 2024 10:28 MDT\)](#)

---

*(Signature of Sponsor's Authorized Official)*

**By:** Bobbie Daniel

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mesa County Commissioner

*(Title of Sponsor's Authorized Official)*

---

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, Todd M. Starr, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at September 9, 2024

By: Todd M. Starr  
Todd M. Starr (Sep 9, 2024 10:45 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

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

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

---

***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.



## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and



2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 18, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-083-2024 (“Project”).

D. The FAA is willing to provide \$17,850,919 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.



Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Andrea Phillips, Interim City Manager**  
**City of Grand Junction**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

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

September 5, 2024

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

Ms. Andrea Phillips, Interim City Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Commissioner Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-083-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

**FAA Contact Information.** Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

  
 Jesse Lyman (Sep 5, 2024 15:23 MDT)

Jesse Lyman  
 Acting Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date      September 5, 2024

Airport/Planning Area              Grand Junction Regional Airport

Airport Infrastructure Grant Number      3-08-0027-083-2024              [Contract No. DOT-FA24NM-1114]

Unique Entity Identifier              P2MUNC6N7YM6

TO:      Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 18, 2024, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Shift Runway 11/29 (Subbase Schedule 2 – Phase I)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L.

116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$17,850,919.

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

\$0 for planning

\$17,850,919 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

a. **Period of Performance:**

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

b. **Budget Period:**

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

- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.



- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "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 institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jesse Lyman*  
Jesse Lyman (Sep 5, 2024 15:23 MDT)  
\_\_\_\_\_  
(Signature)

Jesse Lyman  
\_\_\_\_\_  
(Typed Name)

Acting Manager, Denver ADO  
\_\_\_\_\_  
(Title of FAA Official)

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 5, 2024

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

*(Name of Sponsor)*



Thomas R Benton (Sep 5, 2024 15:37 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Thomas R Benton

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Chairman

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**CERTIFICATE OF SPONSOR’S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at September 5, 2024

\_\_\_\_\_

By: Daniel S Reimer  
\_\_\_\_\_  
(Signature of Sponsor’s Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated September 9, 2024

**CITY OF GRAND JUNCTION, COLORADO**

*(Name of Sponsor)*

Andrea Phillips  
Andrea Phillips (Sep 9, 2024 09:05 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Andrea Phillips

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Interim City Manager

*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, John P. Shaver, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at September 9, 2024

By: John P. Shaver  
John P. Shaver (Sep 9, 2024 09:06 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated September 9, 2024

**COUNTY OF MESA, COLORADO**

*(Name of Sponsor)*

*Bobbie Daniel*

Bobbie Daniel (Sep 9, 2024 10:27 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Bobbie Daniel

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mesa County Commissioner

*(Title of Sponsor's Authorized Official)*

<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, Todd M. Starr, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at September 9, 2024

Todd M. Starr  
By: Todd M. Starr (Sep 9, 2024 10:45 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

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

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>



- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

---

***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 18, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION \_\_\_-24

RATIFICATION OF AND AUTHORIZATION FOR THE INTERIM CITY MANAGER TO SIGN REVISED GRANT AND CO-SPONSORSHIP AGREEMENTS INITIALLY APPROVED WITH RESOLUTIONS 53-24, 54-24, AND 56-24 FOR THE GJRAA CONCERNING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS 81, 82, AND 83

RECITALS:

On August 21, 2024, the City Council adopted and approved Resolutions 53-24, 54-24, and 56-24 authorizing the Grand Junction Regional Airport Authority (GJRAA or Airport Authority) to enter into grant agreements with the FAA for AIP 81, AIP 82, and AIP 83 and authorized the Interim City Manager to sign the Co-Sponsorship Agreements for each grant. As co-sponsors of the Airport Authority, the City Council and County Commissioners must approve FAA grant awards made for the use and benefit of the Airport Authority.

Subsequent to the August 21 approvals, the GJRAA was notified by the FAA that additional funding was available which would increase each grant award amount. By and with this Resolution the City Council ratifies the amendment to each of the three AIP grants and authorizes and affirms the City Manager's signature on the revised, final grant agreements in the amounts shown below. There were no other changes to the grant awards or Co-Sponsorship agreements.

AIP 81- \$5,839,002 revised to \$5,936,852

AIP 82 - \$11,321,229 revised to \$11,521,228

AIP 83 - \$16,100,920 revised to \$17,850,919

By and with this Resolution the City Council approves of the revisions and accepts the increased grant award amounts and authorizes the Interim City Manager to sign revised Co-Sponsorship Agreements for the increased awards.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction adopts the foregoing Recitals, accepts the amended awards for each AIP grant as provided herein, and approves the revised Grant Agreements and the Co-Sponsorship Agreements between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorizes the Interim City Manager and City Attorney to sign.

---

Abram Herman  
President of the City Council



ATTEST:

---

Selestina Sandoval  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #6.a.i.**

---

**Meeting Date:** September 18, 2024

**Presented By:** Jennifer Tomaszewski, Finance Director, Andrea Phillips, Interim City Manager

**Department:** Finance

**Submitted By:** Jennifer Tomaszewski, Finance Director

---

**Information**

**SUBJECT:**

An Ordinance for Supplemental Appropriations

**RECOMMENDATION:**

Staff recommends approving a proposed ordinance making supplemental appropriations to amend the 2024 City of Grand Junction Budget and ordering publication in pamphlet form.

**EXECUTIVE SUMMARY:**

This supplemental appropriation will provide necessary spending authority for additional funding for the Carbyne 911-Hosted Phone Solution agreement.

**BACKGROUND OR DETAILED INFORMATION:**

At the September 4, 2024 City Council meeting staff requested approval for a multi-year purchase agreement for the Carbyne 911-hosted phone solution system to modernize the Grand Junction Regional Communication Center's 911 capabilities, enhance communication, and improve response times. This appropriation is critical to ensure the timely implementation of the new system, which is essential for maintaining and enhancing emergency response capabilities. The required supplemental appropriation is \$513,000, funded from the E-911 Fund reserves. This new spending will reduce the available fund balance in the E-911 Fund, which is now estimated to be \$5.9 million at the end of 2024. The reserves from the E-911 Fund will be transferred to the Communications Center Fund, which will incur the expenses.

**FISCAL IMPACT:**

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction.

The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

This new spending for the Carbyne 911-Hosted Phone Solution agreement will be a reduction of the available fund balance in the E-911 Fund, which is now estimated to be \$5.9 million at the end of 2024.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance 5230, an ordinance making the supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2024, and ending December 31, 2024 and order publication in pamphlet form.

**Attachments**

- 1. 2024 Supplemental Appropriation Ordinance Second Reading September 18 2024

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2024 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2024, to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
E-911 Fund	101	\$ 513,000
Communications Center Fund	405	\$ 513,000

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_\_ day of September 2024.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_\_ day of September, 2024

\_\_\_\_\_  
President of the Council

Attest:

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



## Grand Junction City Council

### Regular Session

Item #6.a.ii.

---

**Meeting Date:** September 18, 2024  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

---

### Information

#### **SUBJECT:**

An Ordinance Re-Adopting Ordinance 4973 and Amending the Sunset Clause For Use of Utility Type Vehicles (UTV's) on Segments of Horizon Drive, H Road and 27 1/4 Road in the City of Grand Junction

#### **RECOMMENDATION:**

Conduct a public hearing and consider approval of the ordinance on second reading.

#### **EXECUTIVE SUMMARY:**

In 2021, the City Council adopted Ordinance 4973 which extended the findings made and permissions granted with Ordinance 4859. Ordinance 4973 included a sunset clause by which the effectiveness of Ordinance 4973 was to be considered and whether the findings made and permissions granted were consistent with the general health, safety, and welfare of the residents of the City. The City Council has determined that the re-adoption of this Ordinance to again extend the use of the streets as provided in 4973 is proper. This ordinance proposes a re-adoption of Ordinance 4973 with an amendment extending the sunset thereof for an additional five years, *nunc pro tunc*, to February 1, 2024.

The proprietor of Adrenaline Driven Adventure Company has requested an extension with no sunset. The business' letter is attached.

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

In 2019, Adrenaline Driven Adventure Company, a business located at 750 1/2 Horizon Drive that rents off-highway vehicles, requested the City Council to allow limited and specific use of certain City Streets to gain access to public lands north and east of the City. Colorado law allows a local jurisdiction to regulate the operation of off-highway vehicles on, *inter alia*, streets and highways within its jurisdiction, but not streets or

roads that are part of the State or Federal highway system.

The City Council adopted Ordinance 4859, which allowed the use of utility-type vehicles (UTV) on segments of Horizon Drive, H Road, and 27¼ Road in the City subject to certain conditions established by the ordinance.

In 2021, the City Council adopted Ordinance 4973 which extended the findings made and permissions granted with Ordinance 4859. Ordinance 4973 included a sunset clause by which the effectiveness of Ordinance 4973 was to be considered and whether the findings made and permissions granted were consistent with the general health, safety, and welfare of the residents of the City. The City Council has determined that the re-adoption of this Ordinance to again extend the use of the streets as provided in 4973 is proper. This ordinance proposes a re-adoption of Ordinance 4973 with an amendment extending the sunset thereof for an additional five years, *nunc pro tunc*, to February 1, 2024.

**FISCAL IMPACT:**

The fiscal impact of adoption of the ordinance is negligible; the permits fees charged help to offset the inspection and oversight costs.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance 5231, an ordinance readopting Ordinance 4973 and amending the sunset clause for the upset of utility vehicles on certain City streets and subject to certain conditions, on final passage and order final publication in pamphlet form.

**Attachments**

- 1. Ltr of Extension-Adrenaline Driven Adventure-08282024
- 2. ORD-UTVs 20240828

Adrenaline Driven Adventure Company  
750 ¼ Horizon Drive  
Grand Junction, Colorado 81506  
Ph: (970)623-3888

**Letter of Extension for Adrenaline Driven Adventure Company UTV Rentals & Tours**

**Request to Grand Junction City Attorney, John Shaver, and City Council Members**

**Subject: Extension of Grand Junction City UTV Permit for Adrenaline Driven Adventure Co.**

Dear John Shaver, City Attorney, and City Council Members,

I hope this letter finds you well. We are writing on behalf of Adrenaline Driven Adventure Company to request an extension for the UTV permit that falls under City Ordinances: Ord. 4973, 1-6-21; Ord. 4859, 6-17-19; and 10.04.109.8 Utility Type Vehicles.

Adrenaline Driven Adventure Company has been offering off-roading adventure tours and rentals in Grand Junction, Colorado for the past 6 years. Over the years, we have gained a strong reputation for providing safe and memorable experiences to our valued customers. Our UTV tours have been enjoyed by numerous individuals, families, and groups, contributing to the economic vitality of our community.

As the expiration date of the UTV permit has expired, Adrenaline Driven Adventure Company would like to request an indefinite extension of the permit. We believe that our business has a positive impact on the local tourism industry and contributes to the overall enjoyment of our community.

Additionally, we kindly request that there be no sunset clause included in the permit extension. Having a sunset clause would place unnecessary restrictions on our business, limiting our ability to plan for future operations and investments. By granting an indefinite expiration date, we can continue to operate freely and establish long-term partnerships with our customers and suppliers.

We are confident that our UTV tours and rentals abide by all the necessary regulations and guidelines set by the City of Grand Junction. Our guides and vehicles are regularly inspected by Grand Junction City Police Department Officer Ferguson and maintained by Polaris Certified Technicians to ensure all safety standards are met. We value our commitment to being a responsible member of the community and strive to ensure the safety and enjoyment of all who participate in our tours & rentals.

We appreciate your attention to this matter and look forward to your favorable consideration. Should you require any additional information or documentation to support this request, please do not hesitate to reach out to us.

Thank you for your time and consideration.

Sincerely,  
Lewis & Kelli Baker  
Owners

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

**AN ORDINANCE RE-ADOPTING ORDINANCE 4973 AND AMENDING THE SUNSET CLAUSE FOR USE OF UTILITY TYPE VEHICLES (UTV'S) ON SEGMENTS OF HORIZON DRIVE, H ROAD AND 27 ¼ ROAD IN THE CITY OF GRAND JUNCTION**

**RECITALS:**

In 2019, Adrenaline Driven Adventure Company ("Business" or "the Business"), a business located at 750 ½ Horizon Drive that rents off-highway vehicles requested City Council to allow limited and specific use of certain City streets to gain access to public lands North and East of the City. Colorado law allows a local jurisdiction to regulate the operation of off-highway vehicles on, *inter alia*, streets and highways within its jurisdiction, but not streets or roads which are part of the State or Federal highway system.

On June 17, 2019, City Council adopted Ordinance 4859 which allowed the use of utility type vehicles (UTV'S) on segments of Horizon Drive, H Road and 27¼ Road in the City of Grand Junction subject to certain conditions established by the Ordinance. Specifically, the Grand Junction Municipal Code ("GJMC") was amended to include §10.04.109.8 which provides the rules and restrictions for operation of UTV's on the designated City streets.

On January 6, 2021, City Council adopted Ordinance 4973 which extended the findings made and permissions granted with Ordinance 4859. Ordinance 4973 included a sunset clause by which the effectiveness of Ordinance 4973 was to be considered and whether the findings made, and permissions granted, were consistent with the general health, safety and welfare of the residents of the City. The City Council has determined that re-adoption of an Ordinance to extend the use of the streets as provided in Ordinance 4973 is proper.

This Ordinance proposes a re-adoption of Ordinance 4973 with an amendment extending the sunset thereof for an additional five years, *nunc pro tunc*, to February 1, 2024.

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

That the foregoing Recitals are incorporated and made as finding if the City Council and that the GJMC is hereby amended to include the re-adoption Chapter 10.04.109.8 which shall read as follows:

1. Definition. For the purposes of this section, "UTV" means any recreational vehicle designed for and capable of travel over unimproved terrain, traveling on four or more tires, having a width of 70 inches or less and having side by side seating with a steering wheel for operation. A UTV does not include an all-terrain



vehicle, a motorcycle or a snowmobile. (An ATV means a recreational vehicle 52 inches or less in width traveling on three or more low pressure tires with a seat designed to be straddled by the operator and designed for or capable of travel over unimproved terrain.)

2. Boundary. A UTV may be driven on Horizon Drive East of 1-70, H Road to 271/4 Road and 271/4 Road North of H Road, which are the *Allowed Streets*; UTV's are not permitted on Horizon Drive East of 1-70 and Crossroads Boulevard to 271/4 Road. No UTV may be operated on any other street, road, alley, path or trail, including but not limited to the Riverfront Trail, within the City limits of Grand Junction, including any state or federal highways.

3. Rules and Restrictions.

(a) No person shall operate a UTV in the City of Grand Junction except on *Allowed Streets* and then only if:

(i) the UTV is equipped at a minimum with one or more DOT approved headlamps; and one or more tail lamps; and no less than one rear view mirror; and a horn or an audible warning device emitting no less than 55 dB; and a steering wheel; and a foot controlled accelerator; and a foot brake/braking system; electric turn signals with one on each side of the vehicle front and rear; and a windshield unless the operator and front seat passenger wear eye protection while operating the vehicle; and an illuminated speedometer and seats and seatbelts for each occupant. All required equipment must be intact and fully operational if/when the UTV's is operated on *Allowed Streets*; and,

(ii) not operated during the time from 1/2 hour before sunrise to 1/2 hour after sunset; and,

(iii) in a direct route from the Business to public lands open to the public and legally accessible from the *Allowed Streets*; and,

(iv) such person possesses, on the person of the operator, a valid adult driver's license; and,

(v) in a way and/or at a speed which exceeds or impedes the normal flow of traffic; the operator has the affirmative duty to observe all traffic laws; and,

(vi) the operator is not under the influence of, or impaired by, alcohol and/or any drug(s). The definition of, and proof of, intoxication or impairment shall be as set forth in C.R.S. 42-4-1202 *et. seq.* The operator of a UTV that is arrested for operating a UTV while under the influence of or impaired by alcohol and/or drug(s) shall submit to chemical testing as set forth in Title 42 of the Colorado Revised Statutes. Failure to submit to a test as required shall result in the immediate revocation of the operators' driver's license; and,

(vii) the UTV has a current annual inspection and permit from the Grand Junction Police Department, which permit shall be attached to the UTV at all times that the UTV is being operated upon *Allowed Streets* as designated by the City; and,

(viii) such person has, on his/her person, proof of motor vehicle insurance, that is current and provides liability coverage for injury to persons and property; and,

(ix) any violation of the foregoing (3(a)(i)-(viii)) may be cause for the City Council to repeal this ordinance and rescind the approval afforded the Business to sanction operation of UTV's on *Allowed Streets*.

(b) The operator of a UTV on *Allowed Streets* shall comply with all applicable provisions of the traffic code adopted by the City and the State of Colorado. In the event of conflict, the more restrictive law, rule or regulation shall control.

(c) Nothing in this section authorizes the operation of a UTV on rights-of-way under the jurisdiction of Mesa County, it is the duty of each operator of a UTV to ascertain whether a right-of-way is within the City limits.

4. Permit Required. The Police Chief or his designee, after having determined that the UTV and the Business are in compliance with requirements of this Ordinance, will issue an annual permit for each compliant UTV. Such permits will be valid from the date of issuance unless revoked for Just cause. Fees for the permit will be \$50.00 per UTV per year. The City Council may alter such fees by resolution.

5. Inspection. Police officers are authorized to stop a UTV which is being operated on an Allowed Street in the City without probable cause or other reason, at any time, to verify that the operator has a valid permit and to inspect for required safety equipment. The Business shall notify its customers that UTV's are subject to random inspection and that the customers may not assert claims to the contrary.

6. Insurance. The City Council shall, by resolution, establish the minimum requirements of required insurance.

7. Penalties. Any person who violates any provision of this ordinance is guilty of a misdemeanor which is punishable by a fine of up to and including \$500.00.

8. Severability. It is the intention of the City Council that the provisions of this ordinance are not severable. If any provision of this ordinance is declared unconstitutional or invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall invalidate all of the provisions of this ordinance.

9. Sunset Clause. Within sixty days prior to October 15, 2029, or the effective date of this ordinance whichever is later, the City Council shall consider the effectiveness of this ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City. Without further

action by the City Council, the terms and provisions of this ordinance shall expire on December 31, 2029, without subsequent action by the City Council.

**ALL OTHER PROVISIONS OF TITLE 10 OF THE GRAND JUNCTION MUNICIPAL CODE SHALL REMAIN IN FULL FORCE AND EFFECT.**

Introduced on first reading the 4<sup>th</sup> day of September 2024 and ordered published in pamphlet form.

Adopted on second reading this 18<sup>th</sup> day of September 2024 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
Abram Herman  
President of the City Council

\_\_\_\_\_  
Selestina Sandoval  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #6.b.i.**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Timothy Lehrbach, Senior Planner  
**Department:** Community Development  
**Submitted By:** Tim Lehrbach, Senior Planner

---

**Information**

**SUBJECT:**

An Ordinance Vacating Approximately 0.25 Acres of N 15th Street Right-of-way, Located Between G Road and Horizon Drive

**RECOMMENDATION:**

The Planning Commission heard this request at the August 13, 2024 meeting and voted (7-0) to recommend approval of the request subject to the following conditions:

1. The vacation shall not be effective until the Simple Subdivision, File # SSU-2024-52, is approved.
2. The vacation ordinance shall be void if the above conditions have not been met within two years of the City Council's approval of the vacation.

**EXECUTIVE SUMMARY:**

The Applicant, EVC Horizon Drive, LLC on behalf of the owner, On The Horizon, LLC, is requesting vacation of approximately 0.25 acres of the N 15th Street right-of-way in anticipation of a future commercial lot split located at 2727 G Road (between G Road, N 15th Street, and Horizon Drive) and the development of a McDonald's fast-food restaurant on Lot 1 of the proposed subdivision. The request to vacate right-of-way is consistent with the City's Comprehensive Plan and Circulation Plan and, as conditioned below, will preserve safe and effective connectivity between G Road and Horizon Drive.

**BACKGROUND OR DETAILED INFORMATION:**

The subject vacation area of 0.25 acres is located between G Road and Horizon Drive on the eastern edge of N. 15th Street. The original width of the right-of-way is 80 feet, with 40 feet on either side of the center line. The 80' of the right-of-way was granted to Mesa County via quitclaim deeds by Howard Stewart (Reception No. 813146), Emmanuel Epstein, Kenneth L. Etter, and Jimmie L. Etter (Reception No. 813634). In 1993, 14 feet of right-of-way along the western half of N 15th Street abutting Lot 2 of

Horizon Park Subdivision was vacated, resulting in a total right-of-way of 66 feet between G Road and the south end of said subdivision and then 80' of right-of-way south to Horizon Drive.

The property, 2727 G Road, hereafter referred to as the Subject Property, is adjacent to the residential Horizon Park East Subdivision. The proposed plans for the Subject Property are to create a two-lot commercial subdivision with a pad site for a McDonald's fast-food restaurant and a second pad site for future commercial use to-be-determined. The Subject Property is zoned MU-2 (Mixed Use Corridor) and has a land use designation of Commercial per the 2020 One Grand Junction Comprehensive Plan.

A pedestrian trail across Lot 1 of the Simple Subdivision will be required and will facilitate the connectivity that would otherwise occur from the completion of N 15th Street and the extension of sidewalk(s) to the Horizon Drive Trail. A shared access drive between G Road and Horizon Drive will ensure connectivity for commercial traffic if and when the proposed commercial uses establish themselves. As a condition of approval, the vacation would not become effective until the Simple Subdivision is approved.

#### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed right-of-way vacation was held on September 13, 2023, in accordance with the Zoning and Development Code in effect at that time. Four members of the public attended the meeting, in addition to the current property owner and two members of city staff. Questions concerned the future development, traffic impact, site access and the development process.

The application for the right-of-way vacation was submitted on January 30, 2024. The 2023 Zoning and Development Code became effective January 23, 2024, and therefore, the application for the vacation was reviewed under the 2023 code as opposed to the earlier code.

Notice was completed that is consistent with the provisions in Section 21.02.030(g) of the City's 2023 Zoning and Development Code. The Subject Property was posted with application signs on each street frontage on July 24, 2024 (Exhibit 7). Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on August 2, 2024. The Planning Commission public hearing notice was published August 4, 2024, in the Grand Junction Daily Sentinel. An opportunity for public comment was held between August 6 and August 12, 2024, through the GJSpeaks.org platform. A public hearing was held at the Planning Commission's August 13, 2024 meeting.

#### **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(o) of the 2023 Zoning and Development Code. The purpose of this section is to permit the vacation of surplus

rights-of-way and/or easements. The vacation of the right-of-way or easement shall conform to the following:

- 1. The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate 0.25 acres of existing public right-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan, or other adopted plans and policies of the City. The vacation of this right-of-way will not impact public facilities or services, as comparable circulation for commercial traffic will be available through the shared access drive between G Road and Horizon Drive via the Subject Property if and when a commercial use establishes itself via the Major Site Plan process. Existing conditions remain sufficient to serve the Horizon Park East subdivision if such commercial uses are not established.

The Grand Junction Circulation Plan identifies N 15th Street as an urban residential street, and per the Transportation Engineering Design Standards (TEDS) Manual, only 46 feet of right-of-way is needed, with a 28-foot asphalt section and an attached 6-foot sidewalk to the east. The proposed vacation seeks to vacate 20 feet of right-of-way, resulting in a total remaining right-of-way width of 46 feet, which complies with the urban residential cross-section. Furthermore, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

- Principal 3: Responsible and Managed Growth
- Policy 4: Maintain and build infrastructure that supports urban development.
- Policy 5: Plan for and ensure fiscally responsible delivery of City services and infrastructure.

Therefore, staff finds that this criterion is met.

- 2. No parcel shall be landlocked as a result of the vacation;

The property has three frontages along N 15th St, G Road and Horizon Drive and will, therefore, not be landlocked. Additionally, the vacation request is to narrow the N 15th Street right-of-way, and the property at 2727 G Rd would still retain frontage along N 15th Street.

Therefore, staff finds that this criterion is met.

- 3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

The neighboring residential Horizon Park East Subdivision will retain access to G Road via the northern half of N 15th Street. As previously stated, N 15th Street is

an urban residential street that only requires 46 feet of right-of-way. A through street with the full 66–80 feet of existing right-of-way is unnecessary to support the traffic demands of a 22-lot single-family residential subdivision. The property at 691 Horizon Drive currently fronts the unbuilt portion of N 15th Street. This property is part of the Safeway At Horizon Park and has cross-access easements, providing that lot with legal access to the other lots in the subdivision to Horizon Drive. Additionally, should 691 Horizon ever redevelop and require access to N 15th St, the partial vacation request leaves 60 feet of right-of-way south of the Horizon Park East Subdivision, which will be retained as ROW and is adequate for a future street if needed.

Therefore, staff finds that this criterion is met.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services);

There will be no adverse impact to public facilities and services. Only 20 feet of the existing 66 feet of N 15th Street right-of-way between G Road and the southern edge of the Horizon Park East Subdivision will be vacated, resulting in 46 feet of total right-of-way retained in that stretch of N 15th Street. There is currently an 8-inch sanitary sewer line and an 8-inch Ute water line in that roadway segment of N 15th Street. These utilities are not within the proposed vacation area.

Between the south end of the Horizon Park East Subdivision and the Horizon Drive segment of N 15th Street, there is 80 feet of existing right-of-way. The proposed 20-foot right-of-way vacation would result in 60 feet of retained right-of-way. There are currently no public utilities within this segment of N 15th Street. Additionally, the vacation terminates at the edge of where the Horizon Drive right-of-way begins and does not include any portion of the public trail along Horizon Drive. Therefore, the vacation will not impact existing pedestrian facilities.

No objections to the vacation proposal were received from other review agencies.

Therefore, staff finds that this criterion is met.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

Neither City staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services. As mentioned previously, all public utilities in the N 15th Street roadway are outside the proposed vacation

area. The reduced 46 feet of right-of-way will continue to meet the traffic needs of the 22-lot Horizon Park East subdivision.

Furthermore, subdivision and site development will facilitate locating adequate public facilities and services to serve the Subject Property, including the shared access drive (via the latter process) for commercial traffic once the proposed commercial uses are established. This shared access will connect G Road to Horizon Drive. This proposal would require two access points on G Road and Horizon Drive, which are both classified as minor arterial streets, as opposed to N 15th Street, which is the lower order street. Two TEDS Exceptions (file # TED-2024-448) were requested for access to higher-order streets and for more than one access point. Supporting documentation, including a Traffic Impact Study conducted by the applicant for the Simple Subdivision, was reviewed by the TEDS Committee and approved on July 23, 2024 (Exhibit 6).

Adequate public facilities exist for present conditions and will exist for future conditions as conditioned on the approval of the Simple Subdivision and its associated construction of the shared access drive and pedestrian trail.

Therefore, staff finds that this criterion is met.

6. The proposal shall not hinder public and City functions.

As explained in previous sections, the proposal will not hinder public and City functions since the reduced 46-foot right-of-way is sufficient to support the residential subdivision traffic demands to the west of N 15th Street. The partial vacation still ensures adequate fire access to the Horizon Park East Subdivision via N 15th Street. Additionally, as part of the Major Site Plan for development on Lot 1 of the proposed Simple Subdivision, the developer will be providing alternative vehicular access to support the future commercial traffic generated by the Subject Property. The TEDS Exception for the alternative access has been approved by the City. All utilities that are in the N 15th roadway are not within the proposed vacation area, permitting City and Ute Water crews continued legal access for sewer and water line maintenance, respectively.

Therefore, staff finds that this criterion is met.

**FINDING OF FACT AND RECOMMENDATION**

After reviewing the request to vacate an approximately 0.25-acre portion of the N 15th Street right-of-way, file # VAC-2024-53, located between G Road and Horizon Drive, the following finding of fact has been made:

With the recommended conditions of approval, the request conforms with Section 21.02.050(o) of the Zoning and Development Code.



Therefore, staff recommends approval subject to the following conditions:

1. The vacation shall not be effective until the Simple Subdivision, File # SSU-2024-52, is approved.
2. The vacation ordinance shall be void if the above conditions have not been met within two years of the City Council's approval of the vacation.

The Planning Commission heard this request at the August 13, 2024 meeting and voted (7-0) to recommend approval subject to the conditions of approval as recommended by staff.

**FISCAL IMPACT:**

This land use action does not have any direct fiscal impact.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5232 an ordinance vacating approximately 0.25 acres of the N 15th Street right-of-way, located between G Road and Horizon Drive, on final passage and order final publication in pamphlet form.

**Attachments**

1. Exhibit 1. Development Application
2. Exhibit 2. Site GIS Aerial Map
3. Exhibit 3. Neighborhood Meeting Documentation
4. Exhibit 4. Right-Of-Way Vacation Exhibits
5. Exhibit 5. Site Plan - Alternative Shared Access Drive
6. Exhibit 6. Approved TEDS Exception
7. ORD-N 15th vacation 20240829

# Development Application

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

Petition For:

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

Existing Land Use Designation	<input type="text" value="Vacant Land"/>	Existing Zoning	<input type="text" value="MU-2"/>
Proposed Land Use Designation	<input type="text" value="Commercial Development"/>	Proposed Zoning	<input type="text" value="MU-2"/>

## Property Information

Site Location:	<input type="text" value="SEC G Road and 15th Street"/>	Site Acreage:	<input type="text" value="5.01"/>
Site Tax No(s):	<input type="text" value="2945-012-00-090"/>	Site Zoning:	<input type="text" value="MU-2"/>
Project Description:	<input type="text" value="Vacation of excess 15th Street right of way along the west side of the property (east side of 15th St)"/>		

## Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

## Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

## Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application	<input type="text" value="Kevin W. Beck"/>	Digitally signed by Kevin W. Beck Date: 2024.03.27 15:07:30 -05'00'	Date	<input type="text" value="04/01/2024"/>
Signature of Legal Property Owner	<input type="text" value="Kevin W. Beck"/>	Digitally signed by Kevin W. Beck Date: 2024.03.27 15:07:56 -05'00'	Date	<input type="text" value="04/01/2024"/>

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) On the Horizon, LLC ("Entity") is the owner of the following property:

(b) 4.73 Acres located at the SW corner of Horizon Dr. and G Rd., Grand Junction, CO

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

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

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

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

The Entity is the sole owner of the property.

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

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

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

(e) None

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

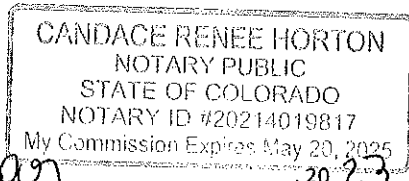
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Darin Corral

Printed name of person signing: DARIN Corral

State of Colorado

County of Mesa ss.



Subscribed and sworn to before me on this 7 day of November, 2023

by Darin Corral

Witness my hand and seal.

My Notary Commission expires on May 20, 2025

CORRAL  
Notary Public Signature



**General Project Report  
For  
EVC Horizon  
15<sup>th</sup> Street Partial Right of Way Vacation  
SWC of G Road and Horizon Drive – Grand Junction**

**Project Description (location, Acreage, Proposed Use):**

The purpose of this application is to request that the City of Grand Junction vacate approximately 20 feet of right of way width along the east side of 15<sup>th</sup> Street. This vacation will reduce total right of way to the standard right of way width of 46 feet for a local road. The vacated strip of right of way would become part of the adjacent larger parcel to the east, currently owned by On the Horizon, LLC, located in the SWC of G Road and Horizon Drive in Grand Junction, Colorado (parcel number 2945-012-00-090). The general location of the right of way is listed below:



The adjacent parcel is vacant. However, there is an application submitted to complete a simple 2-lot subdivision of the parcel. The vacated right of way would increase the east parcel size from 4.84 acres to 5.01 acres.

**General Project Report  
For  
EVC Horizon  
15<sup>th</sup> Street Partial Right of Way Vacation  
SWC of G Road and Horizon Drive – Grand Junction**

**Surrounding Land Uses and Zoning:**

Properties adjacent to the right of way are zoned P-1, MU-2, and PD. The adjacent properties zone districts are summarized in the map and table below:

DIRECTION	ZONING	CURRENT LAND USE
North:	P-1	Community Recreation- Country Club
South:	MU-2	Commercial-Vacant
East:	MU-2	Commercial- Vacant
West:	MU-2/PD	Commercial – Car wash/Residential- Single family



**General Project Report  
For  
EVC Horizon  
15<sup>th</sup> Street Partial Right of Way Vacation  
SWC of G Road and Horizon Drive – Grand Junction**

**Right of Way Vacation Review Criteria:**

Below are the 6 criteria utilized by the Planning Commission to make a recommendation to and the City Council to decide on. Responses are provided for each.

**a. The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City;**

Response: 15<sup>th</sup> Street is classified as an urban residential local road. The standard width for this classification of road is 46'. The current right of way is 66' and therefore a 20-ft vacation still allows for a full 46' wide street.

**b. No parcel shall be landlocked as a result of the vacation;**

Response: No parcel will be landlocked as a result of this vacation.

**c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;**

Response: The existing access will be maintained and the west side of 15<sup>th</sup> Street will be improved to ensure the street consists of a 28' asphalt pavement width and will include construction of a new 6' attached sidewalk on the east side.

**d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced, including, but not limited to, police and fire protection and utility services;**

Response: There will be no adverse effect on existing utilities. The water main running north-south along the east side will remain within the proposed 46' right of way. All others are in the street pavement or to the west side, away from the proposed vacation area.

**e. The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation;**

**General Project Report  
For  
EVC Horizon  
15<sup>th</sup> Street Partial Right of Way Vacation  
SWC of G Road and Horizon Drive – Grand Junction**

Response: There is no change the existing public facilities as a result of the right of way vacation. All roads, sidewalks and utilities will remain in place and unaltered as part of this vacation.

**f. The proposal shall not hinder public and City functions**

Response: The proposed vacation will not hinder public and City functions as it does not affect the existing street section, sidewalk, access, traffic circulation patterns or utilities.

**Roads and Access**

Currently 15<sup>th</sup> Street extends from G Road, south to the intersection of 15<sup>th</sup> Street and Racquet Way. It terminates at that location and the City indicates there are no plans to extend 15<sup>th</sup> St. south to Horizon Drive. There is no planned access from the commercial property to the east onto 15<sup>th</sup> St.

**Utilities**

There is a sanitary sewer main and water main within the existing right of way that should not be affected by the right of way vacation and remain within the final 46' width. There is overhead power that crosses 15<sup>th</sup> at G Road and should not be affected by the vacation.

**Stormwater Drainage**

The right of way drainage will remain unchanged.

**Schedule:**

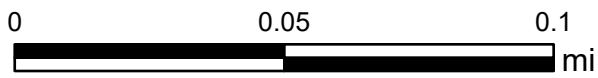
There is no planned construction with the right of way vacation.







# Site GIS Aerial Map



Printed: 7/23/2024  
1 inch equals 188 feet  
Scale: 1:2,257  
Packet Page 227

<b>Name</b>	<b>Address</b>	<b>Resident/Business</b>
Lynda Casellini	4351 N 15 <sup>th</sup> St. Grand Junction, CO 81506	Yes
Mary Ann Rink	1449 Racquet Way Grand Junction, CO 81506	Yes
Larry Rink	1449 Racquet Way Grand Junction, CO 81506	Yes
Pam Brown	1459 Racquet Way Grand Junction, CO 81506	Yes
Darin Carei	1111 S 7 <sup>th</sup> St Grand Junction, CO 81501	Business – Current Property Owner, On the Horizon, LLC
Jesse Girafalco	250 N. 5 <sup>th</sup> St. Grand Junction, CO 81501	No – City Engineering
Dani Acosta	250 N. 5 <sup>th</sup> St. Grand Junction, CO 81501	No – City Senior Planner
Kevin Beck	3501 SW Fairlawn Rd., STE 200, Topeka, KS 66614	Director of Development, EVC Horizon Drive, LLC
<b>Other:</b>		
Andre Van Schaften	4349 Racquet Ct Grand Junction, CO 81506	Yes – Phone conversation on 12/11/2023

Meeting Date/Time: Wednesday, September 13, 2023 @ 5:30 pm MST

Re: Vacation of Public Right of Way on East Side of 15<sup>th</sup> Street, South of G Road

The virtual Neighborhood Meeting was attended by 4 residents within the subdivision to the west of 15<sup>th</sup> St., the current property owner and two City staff members. Below is a summary of the discussion:

- At 5:35 pm MST the Kevin Beck discussed the historical right of way widths along 15<sup>th</sup> St. between Horizon Dr. and G Rd. using three exhibits, the Horizon Park East Subdivision plat map, the ALTA survey for the commercial property and the preliminary plat for the commercial property.
  - There was originally 80' of right of way width (40' to each side of the centerline of 15<sup>th</sup> St).
  - When the residential subdivision to the west side was platted, it vacated 14' on the west side of the 15<sup>th</sup> St. centerline, reducing it to 26' on the west half. However, the east half remained at 40'.
    - The reason for only reducing one side is the subdividing party is only able to affect right of way on the half of the street adjacent to that property, which was the west half in this instance. Therefore, the east half remained at 40'
  - The intent for the vacation is to complete the right of way section by reducing the east half from 40' to 26'. This would meet the City's standard right of way width for a local road at 52' in total width.
  - As part of the work there will be new curb and gutter constructed on the east side as well as a sidewalk.
- After the presentation there were a few questions asked as follows:
  - What wall height will be constructed?
    - Dani Acosta, City Senior Planner indicated that the City standard is a 6' wall height of masonry, brick, stucco, etc. that will have articulations so it is not a flat wall. Any height above that would be up to the developer and City to approve.
  - Have the plans been approved?
    - Dani Acosta, City Senior Planner stated that no application has been made to date and that this meeting is a first step for the applications.
  - What is the plan for ingress/egress to the site?
    - Kevin Beck, EVC Horizon Drive, noted that there will not be access to 15<sup>th</sup> St. but a single access that connects between G Road and Horizon Drive. He used the preliminary plat to show the location of the access drive being proposed.
  - What is the timing?
    - Kevin Beck, EVC Horizon Drive, stated that we hope to be under construction in mid to late 2024. We are currently waiting on a Jurisdictional Determination from the CORPS of Engineers regarding the drainage ditch along the southeast side of the property. That will determine if we have to complete any wetland mitigation for the road crossing. We anticipated receiving the determination in

September but have not received it to date. The latest response was that we should know more this week for timing of the determination completion.

- What are the intended uses?
  - The property is to be a two lot property currently slated for a convenience store on the east lot and a restaurant on the west side.
- Do the residents have a say in what is developed?
  - Answer: Dani Acosta, City Senior Planner, noted that this neighborhood meeting is the public forum for discussion. The plan development and approval is an administrative process and not public. However all submittals are open record and a sign will be posted on the property that will direct you to the location online to view the submittals. Dani encouraged the residents and developers to maintain an open dialogue during the process.
- The meeting concluded at 5:59 PM MST

Additionally, Kevin Beck had a phone conversation with another resident, Andre Van Schaften, on Monday, December 11 around 2:30 pm MST. He was unable to attend the meeting and wanted a summary of what it was about. Kevin Beck shared the intent of the vacation with same reasoning presented in the meeting and also shared what the current intended uses are.

Sincerely,

Kevin W. Beck, PE, LEED AP  
EVC Horizon Drive, LLC  
Director of Development

<b>Name</b>	<b>Address</b>	<b>Resident/Business</b>
Lynda Casellini	4351 N 15 <sup>th</sup> St. Grand Junction, CO 81506	Yes
Mary Ann Rink	1449 Racquet Way Grand Junction, CO 81506	Yes
Larry Rink	1449 Racquet Way Grand Junction, CO 81506	Yes
Pam Brown	1459 Racquet Way Grand Junction, CO 81506	Yes
Darin Carei	1111 S 7 <sup>th</sup> St Grand Junction, CO 81501	Business – Current Property Owner, On the Horizon, LLC
Jesse Girafalco	250 N. 5 <sup>th</sup> St. Grand Junction, CO 81501	No – City Engineering
Dani Acosta	250 N. 5 <sup>th</sup> St. Grand Junction, CO 81501	No – City Senior Planner
Kevin Beck	3501 SW Fairlawn Rd., STE 200, Topeka, KS 66614	Director of Development, EVC Horizon Drive, LLC
<b>Other:</b>		
Andre Van Schaften	4349 Racquet Ct Grand Junction, CO 81506	Yes – Phone conversation on 12/11/2023

**HIGH DESERT SURVEYING, INC**

591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

**EXHIBIT A**

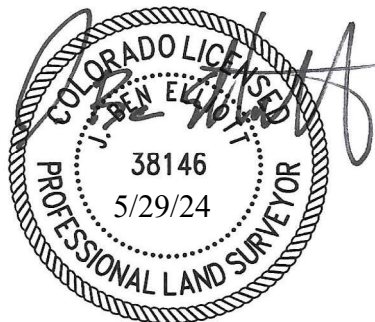
**N. 15<sup>th</sup> Street Right-of-Way Vacation Parcel  
Legal Description**

A parcel of land situated in Lot 3 (NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>) of Section 1, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 3, Section 1, Township 1 South, Range 1 West, of the Ute Meridian, whence the Northeast corner of said Lot 3 bears N89°59'46"E, a distance of 1321.08 feet for a Basis of Bearings with all bearings hereon relative thereto; thence along the North line of said Lot 3, N89°59'46"E, a distance of 40.00 feet to the East right-of-way line of North 15<sup>th</sup> Street, Reception Number 813634, thence along said East line, S00°02'49"W, a distance of 51.00 feet to the POINT OF BEGINNING; thence continuing along said East line, S00°02'49"W, a distance of 556.16 feet to the Northwesterly Right-of-Way line of Horizon Drive, Reception Number 813634; thence along said Northwesterly line S52°45'00"W, a distance of 25.14 feet; thence N00°02'49"E, a distance of 551.38 feet; thence N45°01'17"E, a distance of 28.30 feet to the POINT OF BEGINNING.

Said parcel contains an area of 11075 Square Feet, 0.25 Acres as herein described.

City of Grand Junction, County of Mesa, State of Colorado.



23-11 ROW Vacation\_Exhibit A.doc  
Prepared By: BE  
J. Ben Elliott, PLS 38146  
High Desert Surveying, Inc.



# EXHIBIT B

## N. 15th Street Right-of-Way Parcel

POINT OF COMMENCEMENT

Northwest Corner

Lot 3 (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section 1

3.25" Aluminum Cap

Stamped 24953

30' Right-of-Way by Commissioners Proclamation  
Book 714, Pages 534 & 535

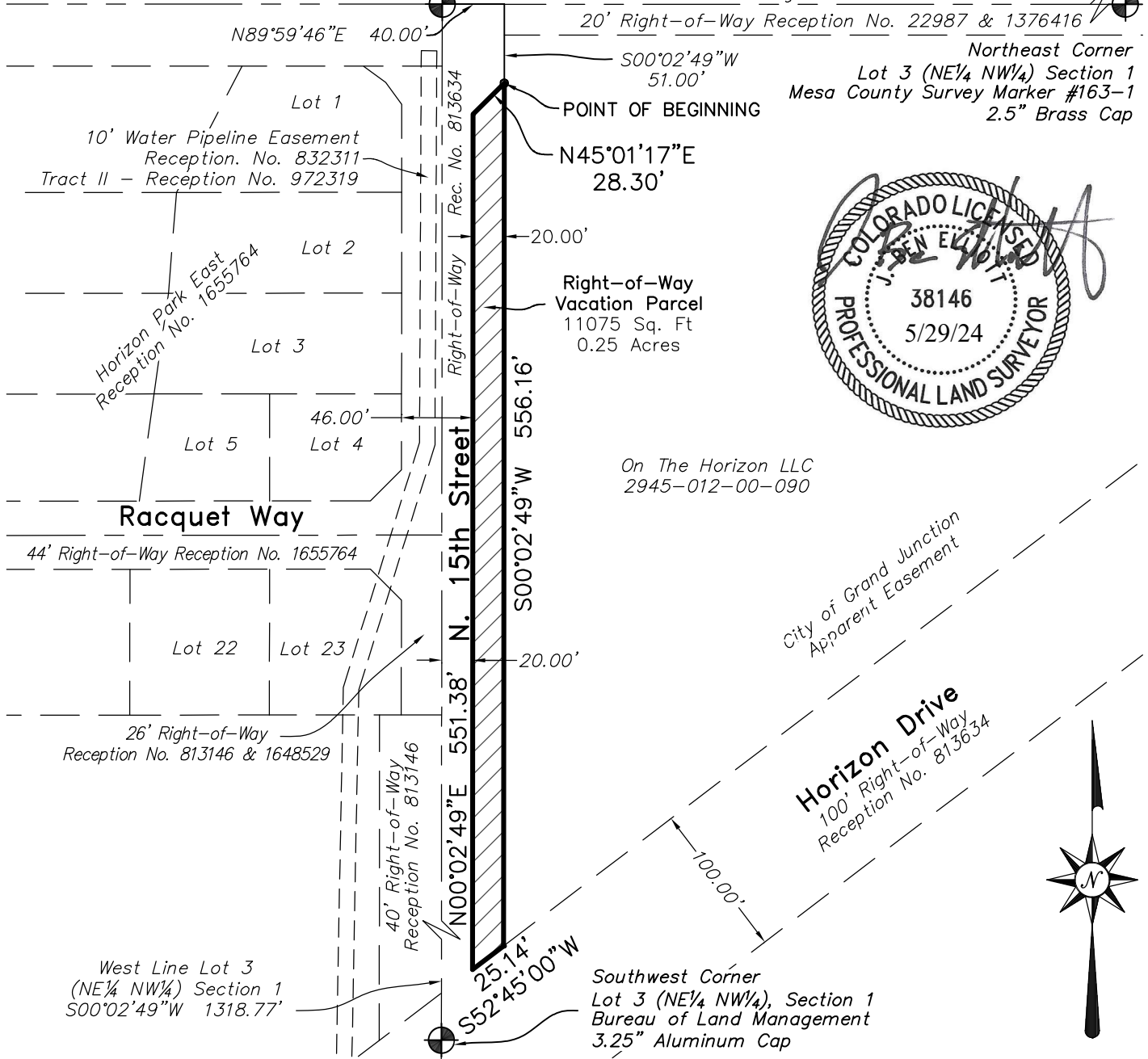
North line Lot 3 (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section 1

Basis of Bearings N89°59'46"E 1321.08'

G Road

20' Right-of-Way Reception No. 22987 & 1376416

Northeast Corner  
Lot 3 (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section 1  
Mesa County Survey Marker #163-1  
2.5" Brass Cap



On The Horizon LLC  
2945-012-00-090

City of Grand Junction  
Apparent Easement

Horizon Drive  
100' Right-of-Way  
Reception No. 813634

West Line Lot 3  
(NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section 1  
S00°02'49"W 1318.77'

Southwest Corner  
Lot 3 (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section 1  
Bureau of Land Management  
3.25" Aluminum Cap

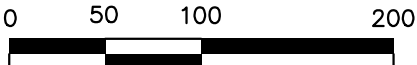
High Desert Surveying, Inc.

591 25 Road, Suite B1

Grand Junction, Colorado 81505

Tele: 970-254-8649 Fax: 970-241-0451

SCALE: 1" = 100'



PROJ. NO. 23-11	Surveyed	Drawn	APP'D	SHEET	OF
DATE: January, 2024	BO/SG	BE		1	1





## Transportation Engineering Design Standards (TEDS) Exception Recommendation and Approval / Denial Form

Project Number: TED- 2024-448

Date: July 9, 2024

Site Location: SW Corner of G Road and Horizon Drive

Applicant: Kevin Beck

Representative: Mark Austin

Development Engr.: Jesse Girafalco

Parent Project: SSU-2024-52

Name: EVC Horizon

Planner: Tim Lehrbach

---

### TEDS Exception Request #1: 29.12.050 Provision of Access.

Comment: The project is proposing to take access off G Rd and Horizon Dr (minor arterials) instead of taking access off N 15<sup>th</sup> St (local street). Heavy commercial traffic on an urban residential street was not preferred and an alternative was proposed to take access off the higher order streets if the TIS showed it would work. The TIS analyzed the proposed access points and the applicant has demonstrated that access from G Rd and Horizon Dr is acceptable.

Approved as requested.

Approved with the following modification(s):

Denied.

The following additional information is required before a decision can be made:

---

### TEDS Exception Request #2: 29.12.070 Number of Access Points and Joint Access.

Comment: The project is proposing two access points, one on G Rd and one on Horizon Dr. A TIS has been provided and shows that two access points are needed to handle the proposed traffic through the site.

- Approved as requested.
- Approved with the following modification(s):
- Denied.
- The following additional information is required before a decision can be made:

\_\_\_\_\_

TEDS Review Committee:

Public Works:



Date:

7/12/2024

Community Development:



Date:

7/18/2024

Fire Department:



Date:

07/12/24

Transportation Engineer:

\_\_\_\_\_

Date:

\_\_\_\_\_

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY**

**LOCATED at NORTH 15<sup>TH</sup> STREET ABUTTING PARCEL 2727 G ROAD, GRAND JUNCTION, COLORADO**

Recitals:

A vacation of public right-of-way has been requested by EVC Horizon Drive, LLC on behalf of the property owner, On The Horizon LLC. The request is for the vacation of approximately 0.25 acres of the North 15<sup>th</sup> Street public right-of-way in anticipation of the future commercial lot split and development of a McDonald's fast-food restaurant.

The right-of-way was intended to connect G Road to Horizon Drive for both residential and commercial use. Due to the design of the commercial subdivision and development of 2727 G Road the additional right-of-way is not necessary. The right-of-way vacation is proposed with conditions, which will be addresses with the development of 2727 G Road. The right-of-way does not connect with existing roadways and none of the existing public utilities are located within the proposed vacation area.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (ZDC) and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the right-of-way as described in this Ordinance is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the ZDC/the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE STATED CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any right-of-way/easement documents and/or dedication documents; and,
2. The pedestrian trail with a public access easement dedicated to the City connecting N 15th Street and Horizon Drive as required per the Simple Subdivision (SSU-2024-52) shall be constructed and approved by the City for use by the public. The foregoing are collectively referred to as "Conditions" or "the Conditions."

A parcel of land situated in Lot 3 (NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>) of Section 1, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 3, Section 1, Township 1 South, Range 1 West, of the Ute Meridian, whence the Northeast corner of said Lot 3 bears

N89°59'46"E, a distance of 1321.08 feet for a Basis of Bearings with all bearings hereon relative thereto; thence along the North line of said Lot 3, N89°59'46"E, a distance of 40.00 feet to the East right-of-way line of North 15th Street, Reception Number 813634, thence along said East line, S00°02'49"W, a distance of 51.00 feet to the POINT OF BEGINNING; thence continuing along said East line, S00°02'49"W, a distance of 556.16 feet to the Northwesterly Right-of-Way line of Horizon Drive, Reception Number 813634; thence along said Northwesterly line S52°45'00"W, a distance of 25.14 feet; thence N00°02'49"E, a distance of 551.38 feet; thence N45°01'17"E, a distance of 28.30 feet to the POINT OF BEGINNING.

Said parcel contains an area of 11075 Square Feet, 0.25 Acres as herein described.

See Exhibit B which is attached and incorporated by this reference.

The Conditions shall be completed on or before the date two years from the date of adoption of this Ordinance. Failure to complete the Conditions shall render this Ordinance null and void and of no effect.

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and ordered published in pamphlet form.

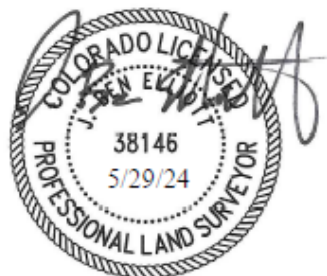
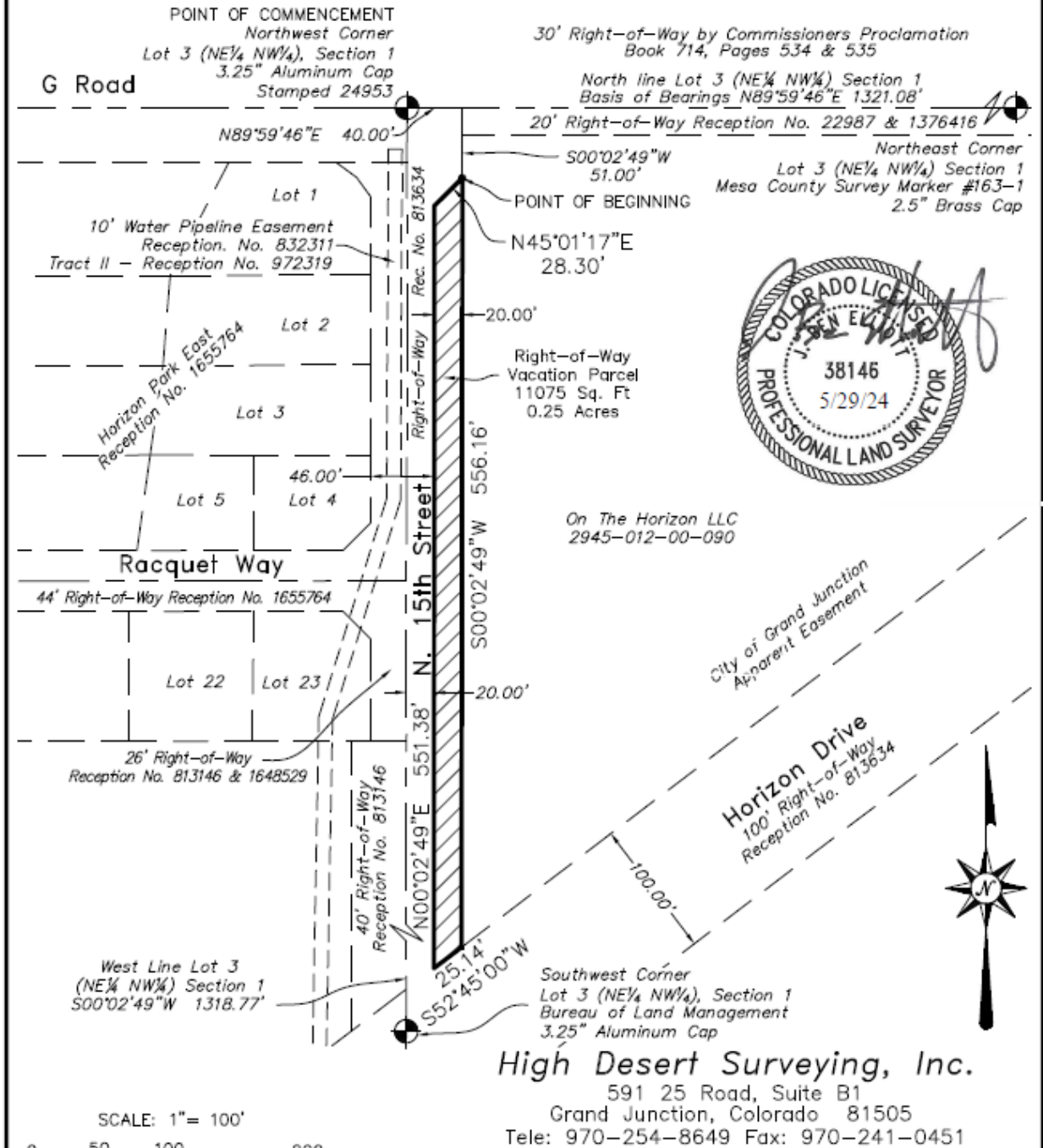
ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk

\_\_\_\_\_  
Abram Herman  
President of the City Council

# EXHIBIT B

## N. 15th Street Right-of-Way Parcel



**High Desert Surveying, Inc.**  
591 25 Road, Suite B1  
Grand Junction, Colorado 81505  
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 23-11	Surveyed	Drawn	APP'D	SHEET	OF
DATE: January, 2024	BO/SG	BE		1	1



**Grand Junction City Council**

**Regular Session**

**Item #7.a.**

---

**Meeting Date:** September 18, 2024  
**Presented By:** Ashley Chambers, Housing Manager  
**Department:** Community Development  
**Submitted By:** Ashley Chambers, Housing Manager

---

**Information**

**SUBJECT:**

A Resolution Authorizing the Interim City Manager to Execute a Contract for the Purchase of Real Property Located at 450 28 Road, Grand Junction, Colorado for the Future Development of Affordable and Attainable Housing Units

**RECOMMENDATION:**

Staff recommends adoption of Resolution Authorizing the Interim City Manager to Execute a Contract for the Purchase of Real Property Located at 450 28 Road, Grand Junction, Colorado for the Future Development of Affordable and Attainable Housing Units

**EXECUTIVE SUMMARY:**

A Contract has been prepared for EN-SIM QOF, LLC (Enstrom's) outlining the proposed terms and conditions for the City's purchase of approximately 21 acres at 450 28 Road, Grand Junction, Colorado. The property is currently zoned R-24 and not intended to be purchased for "governmental purposes" but is intended for the future lease or sale for the development of no less than 343 affordable housing units. Purchase price included in the Contract is \$3.2 million. The City is the recipient of a Colorado Housing and Finance Authority (CHFA) grant for assist in the purchase of this property in the amount of \$2.2 million. The purchase of the property utilizing CHFA funding commits the city to facilitating the development of the property with no less than 343 units of which 70% of the units would serve 60% AMI. The City is currently awaiting the final grant agreement documentation from CHFA/OEDIT and a contract closing date will need to occur after the execution of the grant agreement.

**BACKGROUND OR DETAILED INFORMATION:**

In October 2021, City Council adopted 12 housing strategies and later added a 13th strategy to create a balanced approach for promoting both affordable housing and



attainable housing. Affordable housing for the City has been defined as rental housing for households making less than 60 percent or for-sale units for households earning less than 100 percent AMI. Attainable housing is defined by the City as rental housing for households making between 60 percent AMI and 80 percent AMI and for-sale units for households earning between 60 percent and 120 percent AMI. As part of the strategies, the City adopted Strategy 6 which would "Allocate city-owned land and/or strategically acquire vacant or underutilized properties for affordable and mixed-income housing." This strategy was intended to assist in meeting the shortage of affordable/attainable housing and to promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Property and/or acquisition costs, especially in developed areas of the city, are a major component of the cost of developing affordable housing. In current markets, land and/or building acquisition is up to 20 percent of the overall project. In November 2023, an application was submitted to the Colorado Housing and Finance Authority (CHFA) for Proposition 123: Land Banking Grant requesting a grant amount of \$2.2 million for a \$3.2 million property acquisition. On January 29, 2024, the City was awarded the Grant to assist with the purchase of the 21+ acres of the property.

The project includes the acquisition of approximately 21 acres for future development by the City of Grand Junction and other non-profit and for-profit affordable/attainable housing providers. The project is located at 450 28 Road in the central part of the city along 28 Road between 1-70 Business Loop Rd and North Avenue which is a mixed-use central area of the city. The site is near major employers along the North Ave corridor including Walmart, restaurants, medical facilities, Colorado Mesa University, and the sports complex. The property is zoned R-24 that requires a minimum density of 16 dwelling units per acre and has no density maximum. The zoning requires that no less than 323 units be constructed on the property and the City is targeting between 323 and 550 mixed-income affordable and attainable units be developed on the property. The City anticipates future subdivision of the property as well as the construction of multiple housing types including rental and homeownership through the collaboration of multiple non-profit and housing developers through the City proposal process.

The City anticipates the construction of the site occurring over multiple phases in the next 10 years. The majority of the site would be used for providing affordable units while up to 30 percent of the site may be used for attainable and market rate housing; that will help fill additional known gaps in the local market.

A Contract has been prepared for EN-SIM QOF, LLC (Enstrom's) outlining the proposed terms and conditions for the City's purchase of approximately 21 acres at 450 28 Road, Grand Junction, Colorado. The property is currently zoned R-24 and not intended to be purchased for "governmental purposes" but is intended for the future lease or sale for the development of no less than 343 affordable housing units. Purchase price included in the Contract is \$3.2 million. The City is the recipient of a Colorado Housing and Finance Authority (CHFA) grant for assist in the purchase of this

property in the amount of \$2.2 million. The purchase of the property utilizing CHFA funding commits the city to facilitating the development of the property with no less than 343 units of which 70% of the units would serve 60% AMI. The City is currently awaiting the final grant agreement documentation from CHFA/OEDIT and a contract closing date will need to occur after the execution of the grant agreement.

The contract will be attached once finalized.

**FISCAL IMPACT:**

The total cost for the Salt Flats land acquisition is \$3.2 million. \$2.2 million will be sourced from the CHFA grant and is pending final grant agreement approval while \$1 million was previously approved through Resolution 93-23 as a cash match for the acquisition, included in the 2024 Adopted Budget allocated to implement adopted housing strategies.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 62-24, a resolution authorizing the Interim City Manager to execute a contract for the purchase of real property located at 450 28 Road, Grand Junction, Colorado for the future development of affordable and attainable housing units.

**Attachments**

None



# THE CITY OF GRAND JUNCTION

COMMUNITY SURVEY REPORT 2024

CITY OF  
**Grand Junction**  
COLORADO





# TABLE OF CONTENTS

- Introduction
- Methodology
- Weighting of the data
- Key Findings
- Living in Grand Junction
- City Services
- Neighborhood Sentiments
- Future Priorities
- Demographics

# Introduction

---

The purpose of the biannual community survey is to obtain feedback from a representative sample of residents on multiple topics including:

- Satisfaction with City-provided services, facilities and amenities
- Ratings of overall and specific quality-of-life factors in Grand Junction
- Priorities for issues to be addressed along with allocation of future City funding
- Level of satisfaction with specific neighborhoods and input on desired improvements
- Open-ended feedback on the quality of life in Grand Junction and ideas on needed improvements or policies in the city

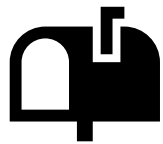
Where applicable, 2024 survey results are compared graphically to the 2022 Community Survey in the main body of the report. The complete Open Link survey results are reported separately. Open-ended comments are provided using an Excel comment tool for easier analysis.



# METHODOLOGY

## 1 = Statistically Valid (Invitation Survey)

Surveys were mailed to a systematic random sample of addresses in Grand Junction with the option to complete on paper or online through password protected website (1 response per household). The online survey was also available in Spanish.



851

Invitation surveys completed  
15.8% Response Rate  
+/- 3.3% Margin of Error

## 2 = Open Link Survey

Two weeks after mailing the statistically valid survey, the open link survey was made available to all Grand Junction stakeholders, including non-residents (e.g., commuters, residents of nearby communities). This report is available separately as an appendix.



297

Open Link surveys completed

**5,400 Surveys Mailed**

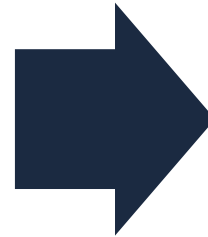
**1,148**

**Total  
Surveys  
Completed  
(Invite and Open  
link combined)**

# WEIGHTING THE DATA

1

The demographic profile of the Invite Sample is compared to US Census statistics for the City of Grand Junction.



2

Underlying data from the 2024 Community Survey is weighted by age and Hispanic origin to ensure appropriate representation of Grand Junction residents. The 2022 data was by age only.

The weighting process changes the results only slightly, but ultimately makes the results more representative and accurate.

# KEY FINDINGS



**Grand Junction is an engaged community. Residents are eager to share their input on quality of life and satisfaction with City government. A response rate of 15.8% is extremely robust compared to a typical rate of 8-10% for community surveys. We received 851 responses to the statistically valid survey. The goal was 500.**



**Overall sentiment on Grand Junction is quite positive with 58% saying the city is moving in the “right direction” compared to 27% reporting the opposite. However, there is a 5% increase of those who feel the City is going in the “wrong direction” compared to 2022.**



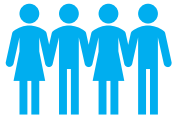
**Concerns about crime, homelessness, and growth were the dominant concerns of those expressing negative sentiments on the direction of Grand Junction, while positive sentiments emphasize the sense of community and neighborhood stability in Grand Junction.**



**Addressing public safety and crime was the top priority of residents followed closely by the need to manage resources, including the supply of water. Improving roads and dealing with homelessness also rated high as priorities.**



# KEY FINDINGS



**Regarding homelessness, residents strongly support funding for the GJPD co-responder program along with increased enforcement of the camping ban in parks. Investing more in local nonprofits that are helping the homeless was also seen positively. There does not appear to be strong interest from residents in getting directly involved with the issue.**



**Overall satisfaction with City services is positive with 58% giving a rating of 4 or 5. Only 15% of respondents reported overall dissatisfaction. A significant portion (26%) were neutral.**



**Public Works ratings were mostly positive. The only function of Public Works that received a negative rating was the condition of city streets. This correlates with the high priority given to improving roads in the city.**

# KEY FINDINGS



**Residents are extremely satisfied with Fire & EMS services. There is general approval with water, sewer, trash and recycling services.**



**On average, all categories related to Police services rated positively (3.2 and above) except for enforcement of violations regarding vehicles, cyclists, and pedestrians.**



**There is strong support for additional trails and river access in the city, and indoor sports facilities are also noted as important by half of respondents.**



**Parks & Recreation facilities and programs received net positive ratings from respondents. Staff friendliness, city trails and proximity of parks all rated very highly. While still positive, ratings for recreational facilities received the weakest feedback. This correlates with the support noted above for indoor sports facilities in the city.**

# KEY FINDINGS



**Residents are very satisfied with the neighborhoods where they live. Over three quarters (77%) say things are the same or better as when they moved in. Just 11% say conditions have declined.**



**In terms of negative neighborhood attributes, the major issues are noise, traffic and limited ability to walk and bike to frequent destinations in the city.**



**When asked to rank priorities for Grand Junction, residents cited expanded housing opportunities, improving/building roads, and improving street safety.**



**When asked about priorities in City funding, the top choices with the above and included expanding housing options, improving streets and expanding sustainability efforts.**



**Support for new housing was mixed and depended on the type. Adding single family homes on small lots showed the most support, while additional mobile homes was by far the least popular choice.**

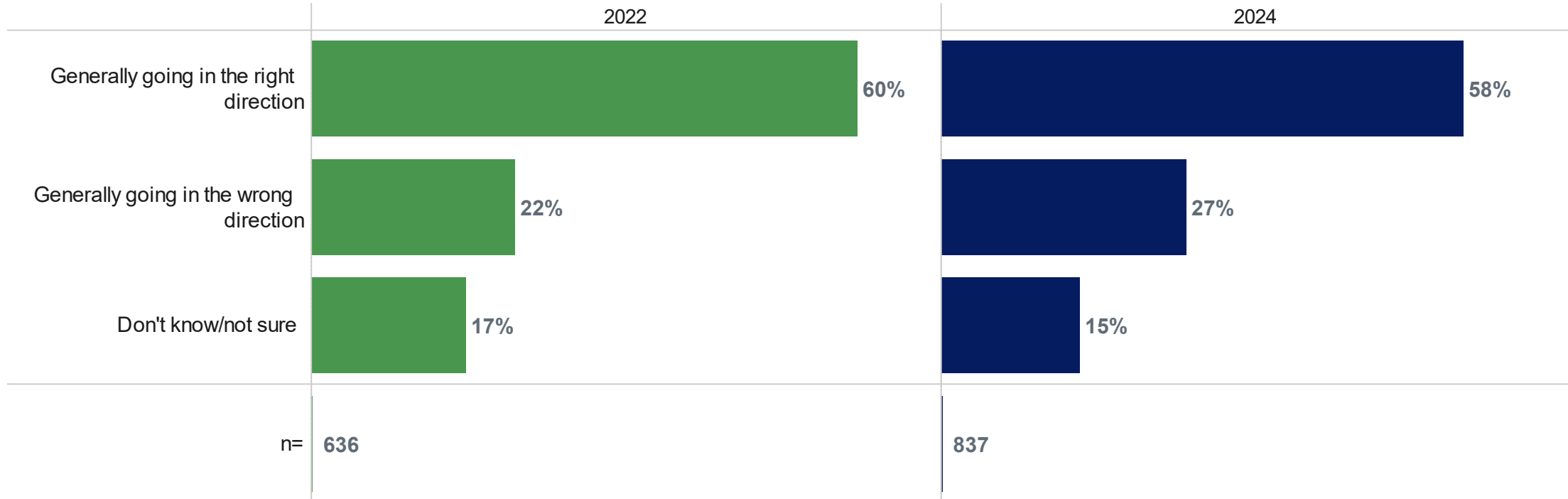
# Living in Grand Junction



# DIRECTION OF GRAND JUNCTION

The majority of respondents still feel that the City of Grand Junction is going in the right direction (58%) although there is a slightly larger share of those who feel the City is going in the wrong direction (27% which is up 5% from 2022).

In general, would you say that Grand Junction is going in the right direction or wrong direction?



Source: RRC Associates

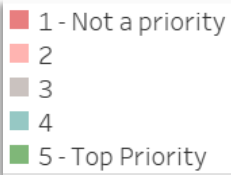


# PRIORITIES TO BE ADDRESSED

**Public safety, crime and managing limited resources (water) are still the biggest community priorities. Affordable housing has increased as a priority compared to 2022.**

Please rate the level of priority that you think should be given to address the following:

Rating Category	Year	Avg.	n=	Percent Responding:						
				1 & 2	3	4 & 5				
Public Safety and Crime	2024	4.2	849	7%	14%	27%	53%	79%		
	2022	4.3	658	5%	11%	28%	56%	84%		
Sustainable Resource Management (e.g., water)	2024	4.2	851	6%	17%	30%	48%	77%		
	2022	4.3	646	7%	10%	29%	53%	83%		
Roadway Infrastructure	2024	3.9	841	10%	20%	34%	36%	70%		
	2022	4.0	645	6%	23%	34%	36%	70%		
Homelessness/Unhoused	2024	3.8	851	8%	9%	17%	19%	23%	41%	64%
	2022	4.0	654	8%	11%	17%	27%	44%	71%	
Affordable Housing	2024	3.8	852	7%	9%	17%	20%	24%	39%	63%
	2022	3.5	650	11%	13%	23%	20%	25%	32%	57%
Pace of Growth and Development	2024	3.6	828	7%	10%	17%	28%	29%	26%	55%
	2022	3.6	634	8%	14%	14%	32%	31%	23%	54%
Pedestrian and Bicycle Safety	2024	3.4	850	12%	11%	23%	27%	25%	25%	49%
	2022	3.4	647	12%	14%	26%	24%	22%	27%	49%

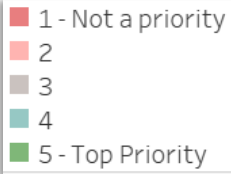


# RESOURCES FOR HOMELESSNESS

While a majority of people support efforts to combat homelessness, support has dropped somewhat from 2022 for most initiatives. However, there is slightly more support for affordable housing (57% to 61%) .

Rate the following ways you think the City should focus increased funding or resources to address the issues related to homelessness:

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Enhance the co-responder program working in collaboration with GJPD on mental health crises	2024	3.7	814	8% 8% 15%	24%	29% 32% 61%
	2022	4.0	628	5% 10%	21%	28% 41% 69%
Increase enforcement of the camping ban and trespassing in parks after dark	2024	3.7	828	14% 9% 23%	16%	16% 45% 61%
	2022	3.9	645	10% 8% 17%	15%	22% 45% 68%
Increase support of affordable housing options	2024	3.7	843	11% 11% 22%	17%	19% 42% 61%
	2022	3.5	643	13% 11% 24%	19%	21% 36% 57%
Increase funding for non-profit partners focused on services for those experiencing homelessness	2024	3.5	844	12% 11% 23%	20%	25% 32% 57%
	2022	3.7	651	10% 11% 21%	17%	27% 35% 63%
Identify opportunities for community involvement/input	2024	3.4	812	8% 11% 18%	34%	28% 20% 48%
	2022	3.3	628	6% 15% 21%	36%	29% 14% 43%





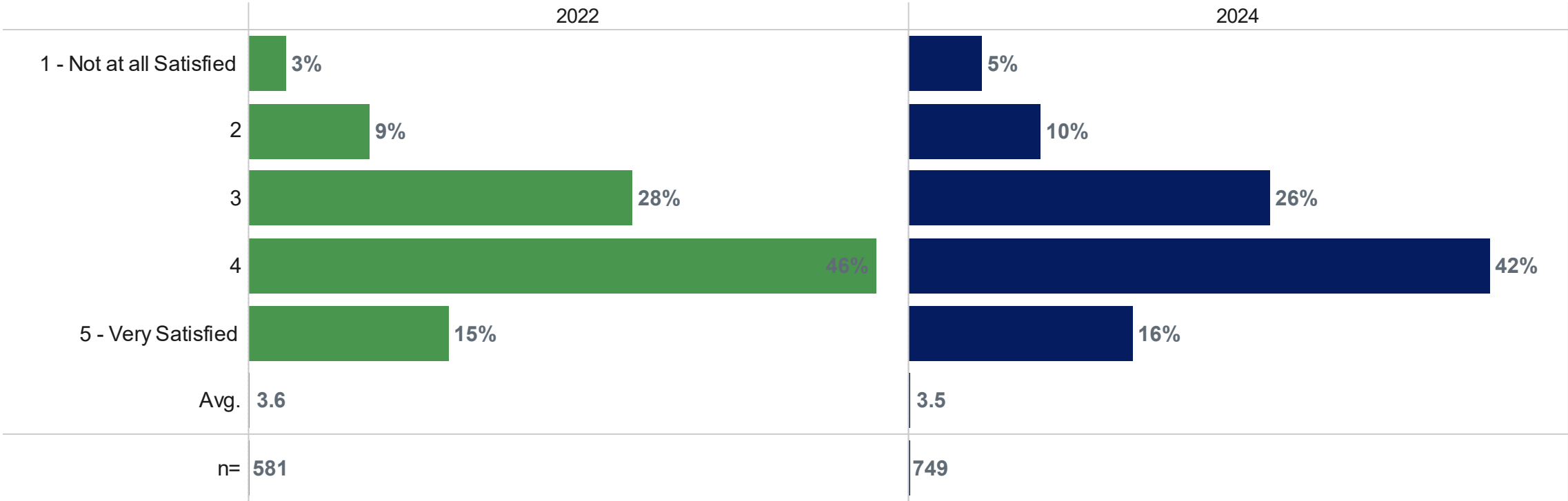
# City Services



# OVERALL QUALITY SATISFACTION

Overall satisfaction with the quality of service provided by the City of Grand Junction declined slightly, with 58% of respondents in 2024 rating it positively, compared to 61% in 2022. Subsequently, the average rating decreased to 3.5 out of 5, compared to 3.6 in 2022. Note the drop is small and the City still rates quite high for satisfaction with services.

Please rate your satisfaction with the overall quality of service provided by the City of Grand Junction:



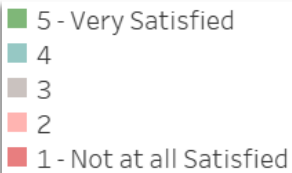
Source: RRC Associates

# PUBLIC WORKS SATISFACTION

Satisfaction with snow removal and traffic signals both increased significantly from 2022 to 2024. The condition of streets is still the lowest rated aspect of Public Works but increased 7 points from 2022. Note that residents are relatively split on their rating of street conditions.

Please rate your satisfaction with the following aspects of City services:

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Stormwater/drainage	2024	3.7	764	5% 10%	28%	39% 23% 62%
	2022	3.7	581	7% 10%	29%	37% 24% 61%
Snow removal on arterial streets	2024	3.8	774	5% 6% 11%	22%	37% 30% 67%
	2022	3.3	443	8% 15% 23%	27%	35% 14% 49%
Weed removal on medians and major corridors	2024	3.3	813	11% 15% 25%	24%	33% 17% 51%
	2022	3.5	636	7% 8% 15%	31%	40% 14% 54%
Condition of sidewalks	2024	3.4	825	6% 9% 16%	32%	37% 15% 52%
	2022	3.4	624	13% 17%	35%	36% 12% 48%
Traffic signals	2024	3.6	846	7% 8% 16%	22%	41% 22% 62%
	2022	3.1	643	12% 14% 26%	37%	27% 10% 37%
Street improvements and pavement (sealing) projects (notifications, traffic control)	2024	3.2	850	11% 17% 28%	30%	27% 15% 42%
	2022	3.3	589	15% 19%	36%	34% 11% 45%
Condition of streets	2024	3.0	864	14% 16% 31%	31%	28% 10% 38%
	2022	2.9	642	14% 20% 34%	36%	25% 6% 31%

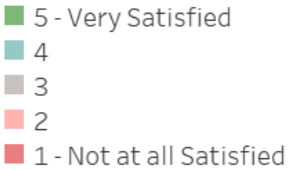


# CITY WATER & SEWER SATISFACTION

Ratings of resident satisfaction with water and sewer utilities have remained high and stable since the last survey effort.

If you are a City water or sewer customer, please rate your satisfaction with the following:

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Sewer	2024	4.1	652	6%	17%	36% 41% 77%
	2022	4.1	501	4%	16%	40% 39% 80%
Utility billing/customer service	2024	4.1	709	8%	18%	29% 45% 74%
	2022	4.1	554	5%	19%	34% 43% 76%
Water	2024	4.1	628	7%	17%	34% 42% 76%
	2022	4.1	493	5%	20%	35% 40% 75%
Responsiveness of utilities employees	2024	4.0	533	7%	20%	32% 41% 73%
	2022	4.0	398	6%	20%	43% 31% 75%



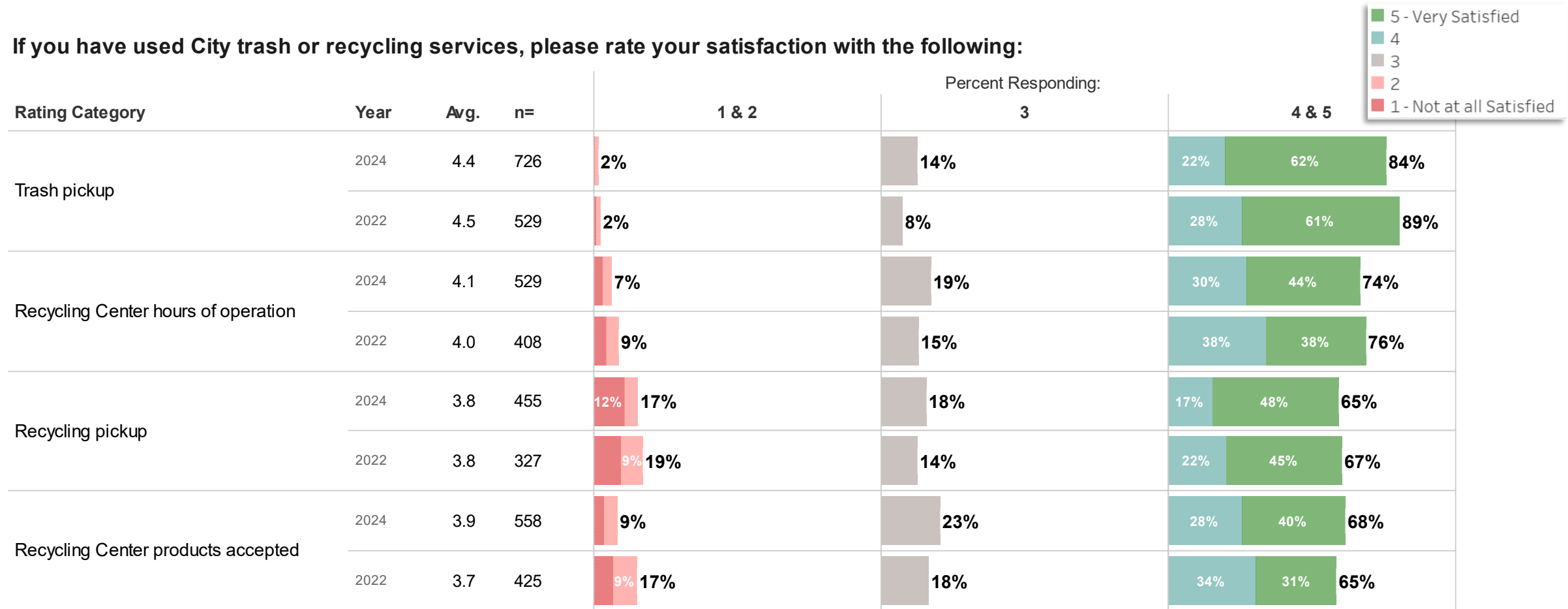
\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates



# TRASH & RECYCLING SATISFACTION

Overall, respondents are very satisfied with City trash & recycling services; with trash pickup being the highest rated at an average of 4.4 out of 5 (slightly below 2022).

If you have used City trash or recycling services, please rate your satisfaction with the following:

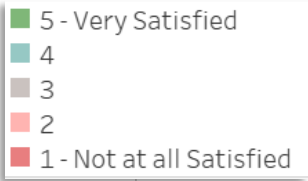


\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates

# FIRE & EMS SATISFACTION

Residents are extremely happy with the Fire and EMS services in Grand Junction. Awareness and education efforts dropped 9 points but are still highly rated with 78% approval.

If you have had an interaction with Fire or EMS Services, please rate your satisfaction with the following:



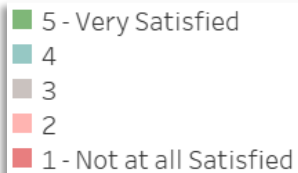
Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Effectiveness of the Fire Department staff	2024	4.6	383	1%	9%	22% 69% <b>90%</b>
	2022	4.7	280	1%	6%	19% 74% <b>93%</b>
Overall quality of fire services including EMS	2024	4.4	414	6%	5%	26% 63% <b>88%</b>
	2022	4.6	316	4%	7%	18% 71% <b>90%</b>
Response times to emergency incidents	2024	4.3	404	8%	6%	24% 62% <b>86%</b>
	2022	4.5	305	3%	8%	24% 64% <b>89%</b>
Fire safety, awareness and education programs	2024	4.2	293	11%	11%	24% 54% <b>78%</b>
	2022	4.4	235	3%	10%	32% 56% <b>87%</b>

\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates



# POLICE SATISFACTION

- **Ratings of satisfaction with Police are similar to those in 2022 in most categories.**
- **While residents are confident in the Police and happy with the quality of service, they are somewhat frustrated with enforcement efforts regarding cyclists and vehicles.**
- **Overall feeling of safety rose from 57% to 60% since 2022.**



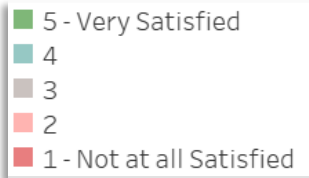
If you have had an interaction with Police, please rate your satisfaction with the following:

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Responsiveness of 911 dispatchers	2024	4.0	342	13%	13%	74%
	2022	4.2	274	7%	16%	77%
Overall quality of service	2024	3.7	579	14%	23%	63%
	2022	3.7	454	12%	20%	68%
Responsiveness of the Police Department staff	2024	3.7	410	18%	18%	64%
	2022	3.7	327	16%	19%	65%
Confidence in the Police Department	2024	3.7	613	16%	24%	60%
	2022	3.6	463	16%	23%	60%
Overall feeling of safety and security	2024	3.6	664	18%	22%	60%
	2022	3.6	510	14%	29%	57%
Effectiveness of filing online police reports	2024	3.2	205	39%	12%	49%
	2022	3.4	159	28%	23%	49%
Enforcement of traffic violations regarding vehicles	2024	2.8	472	46%	21%	33%
	2022	2.9	368	38%	27%	34%
Enforcement of violations regarding cyclists and pedestrians	2024	2.8	360	46%	21%	33%
	2022	2.8	274	40%	30%	30%

\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates

# PARKS & REC FACILITIES & PROGRAMS

- **Satisfaction with parks and recreation amenities is positive overall. The quality of staffing remains the top-rated aspect, followed by quality of trails and proximity of parks to respondent homes.**
- **Recreation facilities received the lowest rating, however, satisfaction has slightly increased since 2022 and is rated highly by half of respondents.**



If you have used Parks facilities or Recreation programs, please rate your satisfaction with the following:

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
Friendliness and helpfulness of Parks & Recreation employees	2024	4.1	439	8% 10%	14%	31% 44% 75%
	2022	4.0	360	5%	18%	40% 36% 77%
Quality of City trails	2024	4.0	585	8% 10%	16%	38% 36% 74%
	2022	3.9	461	11%	19%	42% 29% 70%
Proximity of parks to your home	2024	4.0	678	12%	20%	23% 44% 68%
	2022	3.9	537	11%	17%	32% 39% 72%
Parks & Recreation Youth programs	2024	3.8	262	15% 18%	14%	35% 32% 68%
	2022	3.7	232	13%	22%	40% 26% 66%
Connectivity of trails	2024	3.8	579	13%	21%	39% 27% 66%
	2022	3.8	437	7% 10%	23%	41% 25% 67%
Availability of information on programs/facilities	2024	3.6	564	14%	29%	31% 25% 57%
	2022	3.8	434	10%	26%	38% 26% 64%
City parks	2024	3.6	654	13% 18%	20%	38% 24% 62%
	2022	3.7	516	8% 15%	22%	35% 28% 63%
Parks & Recreation Adult programs	2024	3.6	298	16% 21%	21%	33% 25% 58%
	2022	3.6	244	9% 15%	26%	36% 23% 59%
Cost of recreation programs	2024	3.5	411	8% 18%	23%	36% 23% 59%
	2022	3.5	333	7% 16%	32%	33% 19% 52%
Parks & Recreation Senior programs	2024	3.5	261	20% 26%	18%	32% 24% 56%
	2022	3.5	215	13% 17%	28%	32% 23% 55%
Recreation facilities	2024	3.3	536	12% 14% 26%	22%	29% 22% 51%
	2022	3.2	435	14% 14% 29%	23%	31% 18% 49%

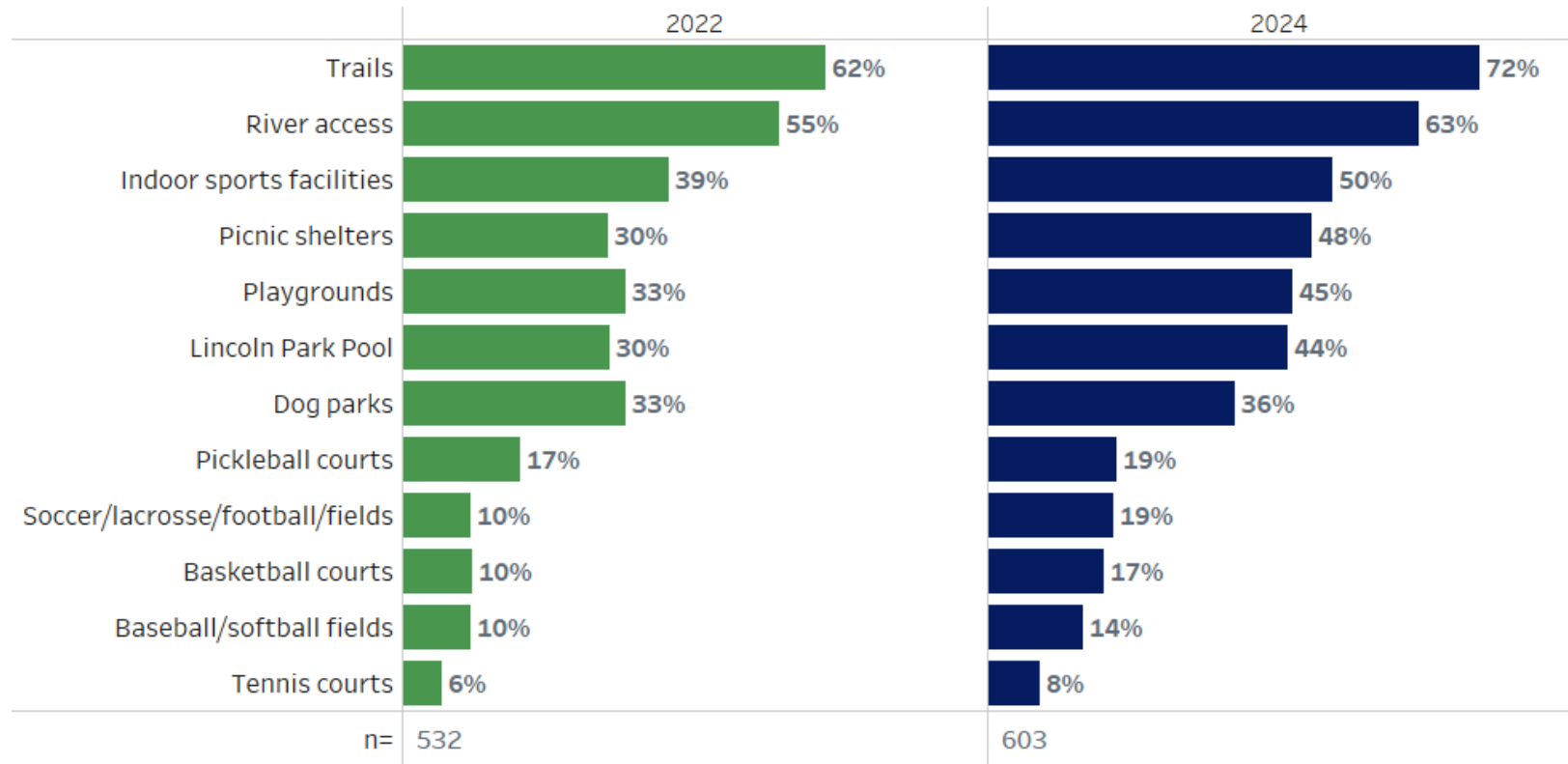
\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates



# FIVE HIGHEST PRIORITIES

- Residents are placing a higher priority on improving parks and rec facilities in Grand Junction than in 2022.
- Trails, river access, and indoor sports facilities all rated as top picks for at least 50% of respondents.
- Courts and outdoor sports fields are still lowest priorities, though the numbers did increase from the last survey.

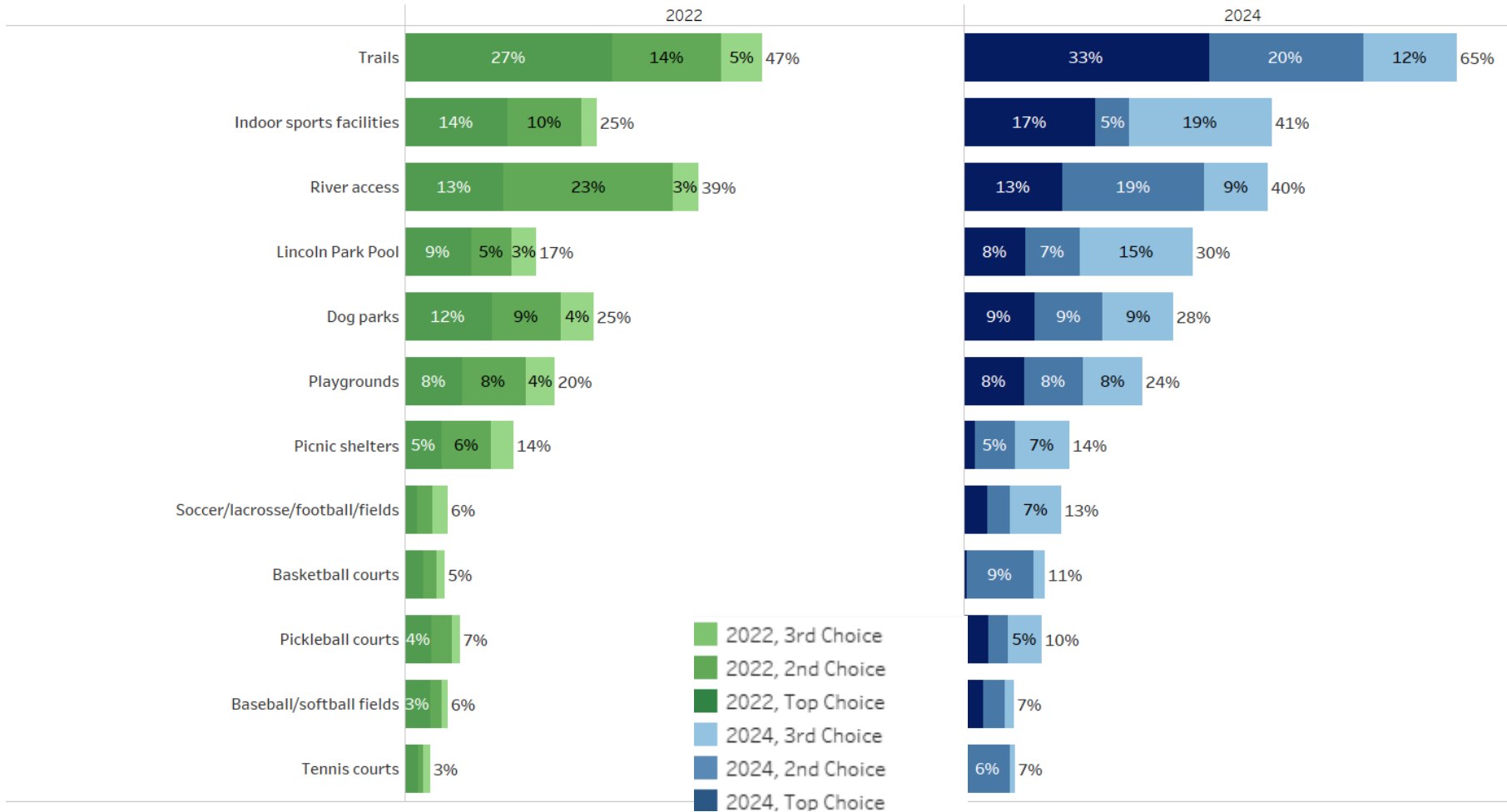
From the list below, please select the five Parks and Recreation facilities that should be the HIGHEST PRIORITIES to add or improve in Grand Junction to better meet the needs of your household.



Source: RRC Associates

# TOP THREE HIGHEST PRIORITIES

From the same list, which THREE are your top priorities?



Darker colors indicate higher rating  
Source: RRC Associates

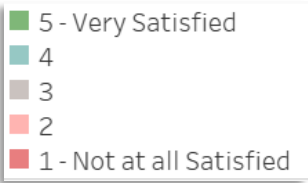
- **Trails are important!**
- **A total 65% of all respondents who ranked their first, second, and third priorities, identified trails as one of those priorities. This was followed by nearly equal shares who identified indoor sports facilities (41%) and river access (40%).**

# SATISFACTION WITH INFORMATION PROVIDED

There has been little change in the average satisfaction with information received from the City and it remains positive with ratings in the 3.2 range out of 5.

Using the 1 to 5 scale below, how satisfied are you with the information the City provides to the community about City projects, updates, and events?

Rating Category	Year	Avg.	n=	Percent Responding:				
				1 & 2	3	4 & 5		
Availability of clear, accurate and timely information	2024	3.2	800	14% 12%	26%	31%	29% 13%	43%
	2022	3.3	599	6% 16%	22%	37%	25% 16%	41%
The variety of ways information is available	2024	3.2	769	14% 13%	26%	30%	29% 15%	44%
	2022	3.2	579	7% 16%	23%	36%	26% 14%	40%
Public engagement opportunities	2024	3.2	765	13% 12%	25%	34%	27% 13%	40%
	2022	3.2	560	7% 16%	23%	42%	23% 12%	35%



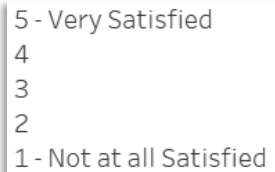
\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates

# INFORMATION SOURCE SATISFACTION

The City’s website, traffic alerts and community outreach events are the most highly rated communication channels.

How satisfied are you with the following City information sources?

Rating Category	Year	Avg.	n=	Percent Responding:		
				1 & 2	3	4 & 5
City website	2024	3.5	494	12% 15%	32%	35% 17% 53%
	2022	3.6	379	7% 11%	33%	40% 16% 56%
Traffic alerts	2024	3.4	613	8% 11% 19%	31%	32% 18% 50%
	2022	3.5	501	11% 16%	36%	28% 19% 48%
Community outreach events	2024	3.3	519	10% 15%	45%	30% 11% 41%
	2022	3.3	398	16% 21%	39%	27% 14% 41%
Social media (Facebook, X/Twitter, Instagram, NextDoor, YouTube)	2024	3.3	393	8% 14% 21%	30%	32% 16% 48%
	2022	3.4	299	13% 17%	37%	29% 17% 46%
Public Meetings/other	2024	3.1	472	9% 15% 23%	40%	28% 8% 37%
	2022	3.3	360	6% 15% 21%	35%	31% 14% 45%
EngageGJ.org	2024	3.1	234	13% 11% 24%	40%	24% 12% 36%
Posting at City Hall	2024	3.0	257	8% 20% 28%	43%	23% 6% 29%
	2022	3.2	207	7% 15% 22%	40%	24% 14% 38%



# Neighborhood Sentiments

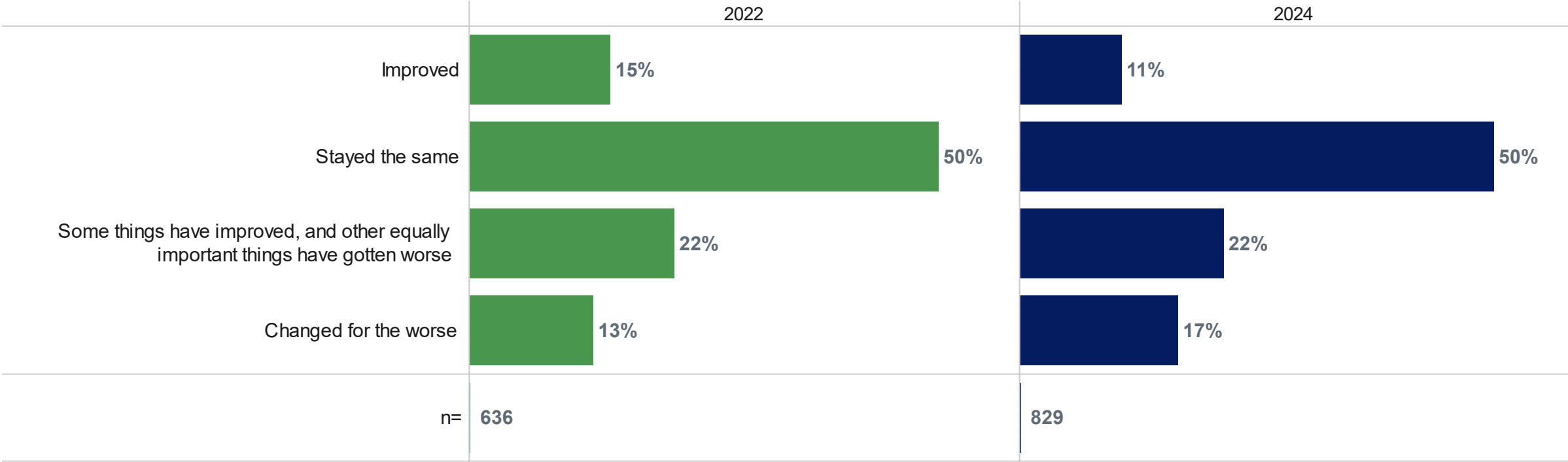
---



# CHANGES IN THE NEIGHBORHOOD

Neighborhood sentiments have seen little change over time with about half of respondents reporting that their neighborhood has stayed the same. There’s a slight increase in those who feel their neighborhood has changed for the worse and decrease in those who feel it has improved compared to 2022.

Since you have lived there, has your neighborhood changed or stayed the same as a place to live, taking everything into consideration?

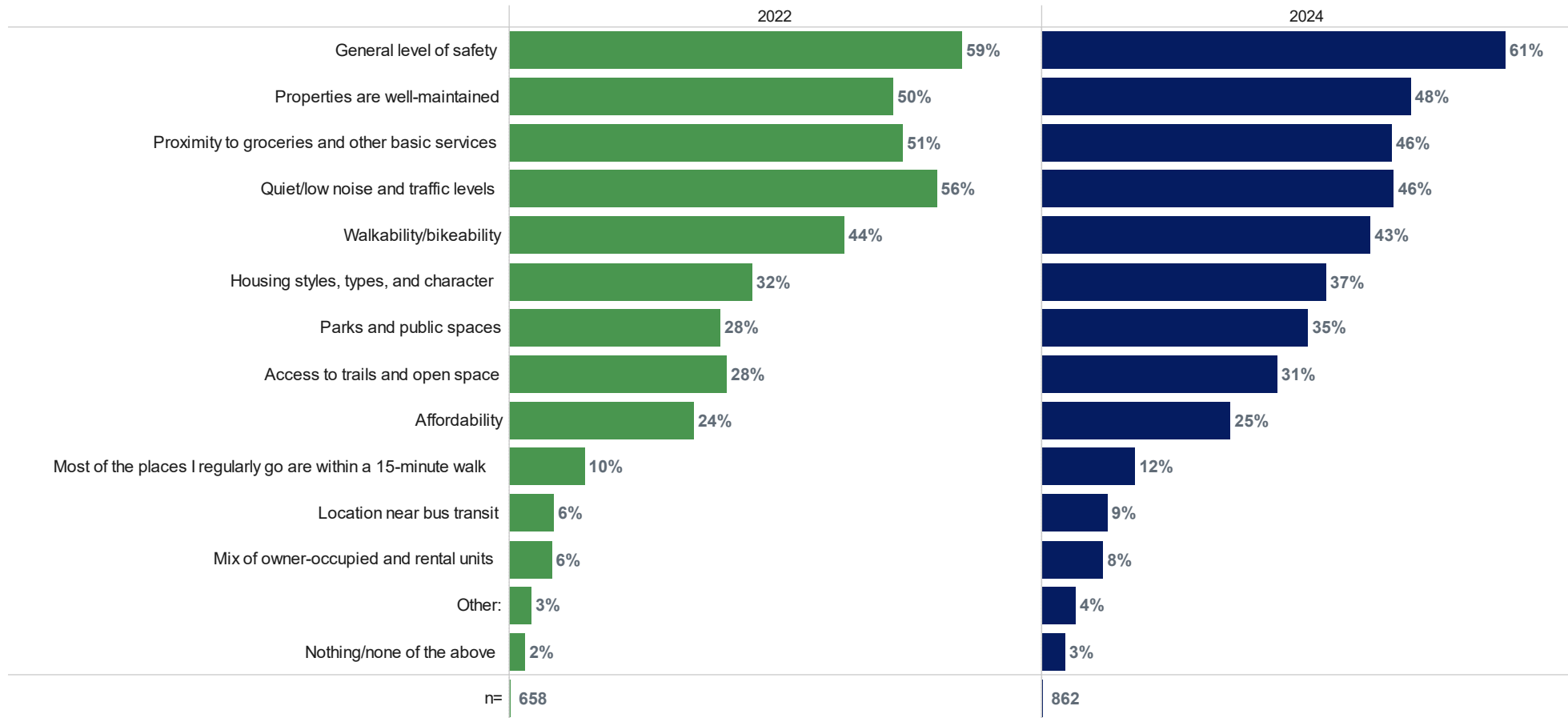


Source: RRC Associates

# FAVORITE NEIGHBORHOOD QUALITIES

The feeling of safety is still the quality respondents want to preserve most about their neighborhood. This year, there is an increase in respondents who appreciate housing styles, parks, neighborhood character and access to trails and open space.

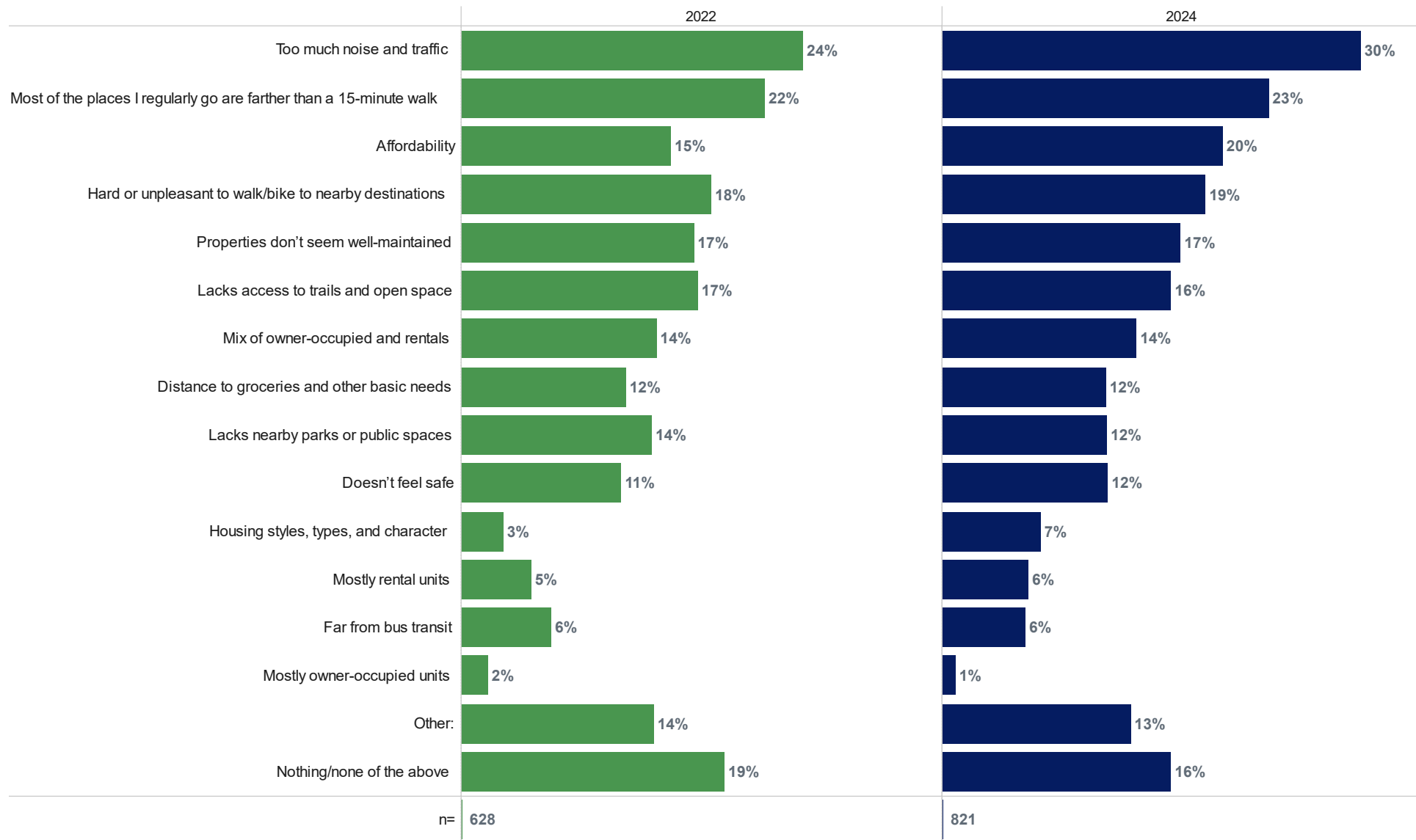
What do you like MOST about your neighborhood that should be preserved/protected? (Select all that apply)



# IMPROVEMENT OF NEIGHBORHOOD

- **Too much noise and traffic remains the main thing residents would like to improve followed by walkability and affordability.**
- **Note that noise and the cost of housing both increased measurably since 2022.**

What do you like LEAST about your neighborhood that you would most like to improve? (Select all that apply)





# Future Priorities



# PRIORITIES FOR GRAND JUNCTION

Residents prioritize continued improvements and development to streets, roads and intersections most highly, followed by expanding housing opportunities. All three top priorities increased in 2024 vs. 2022.

The Grand Junction City Council and staff value community input to help understand your priorities. Please rank each area listed below by what you believe should be the City's priorities.

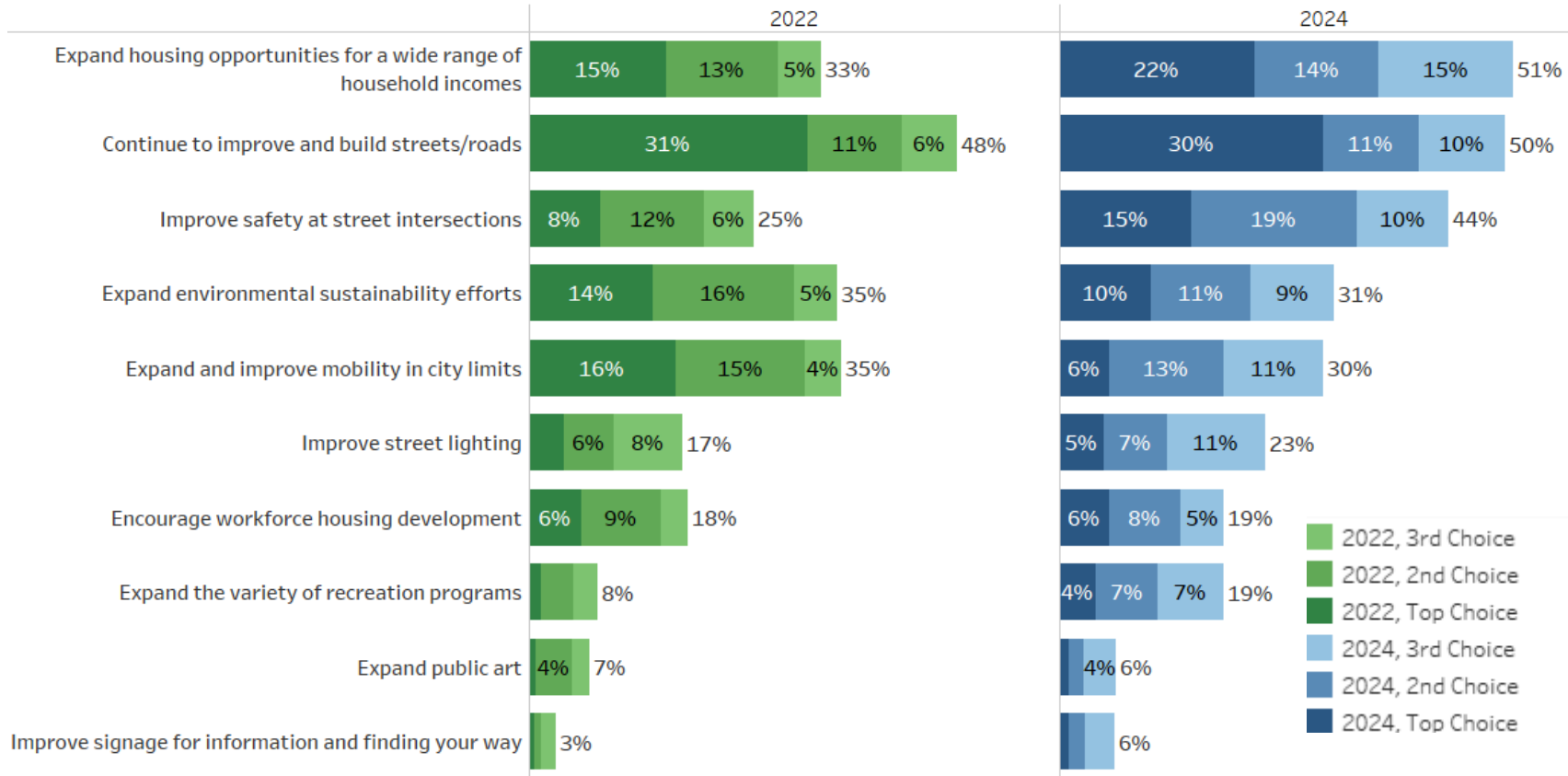


- 1 - Not a Priority
- 2
- 3
- 4
- 5 - Top Priority



# FUNDING

If you would like to see increased funding for any of areas from the previous question, which THREE are your top choices?



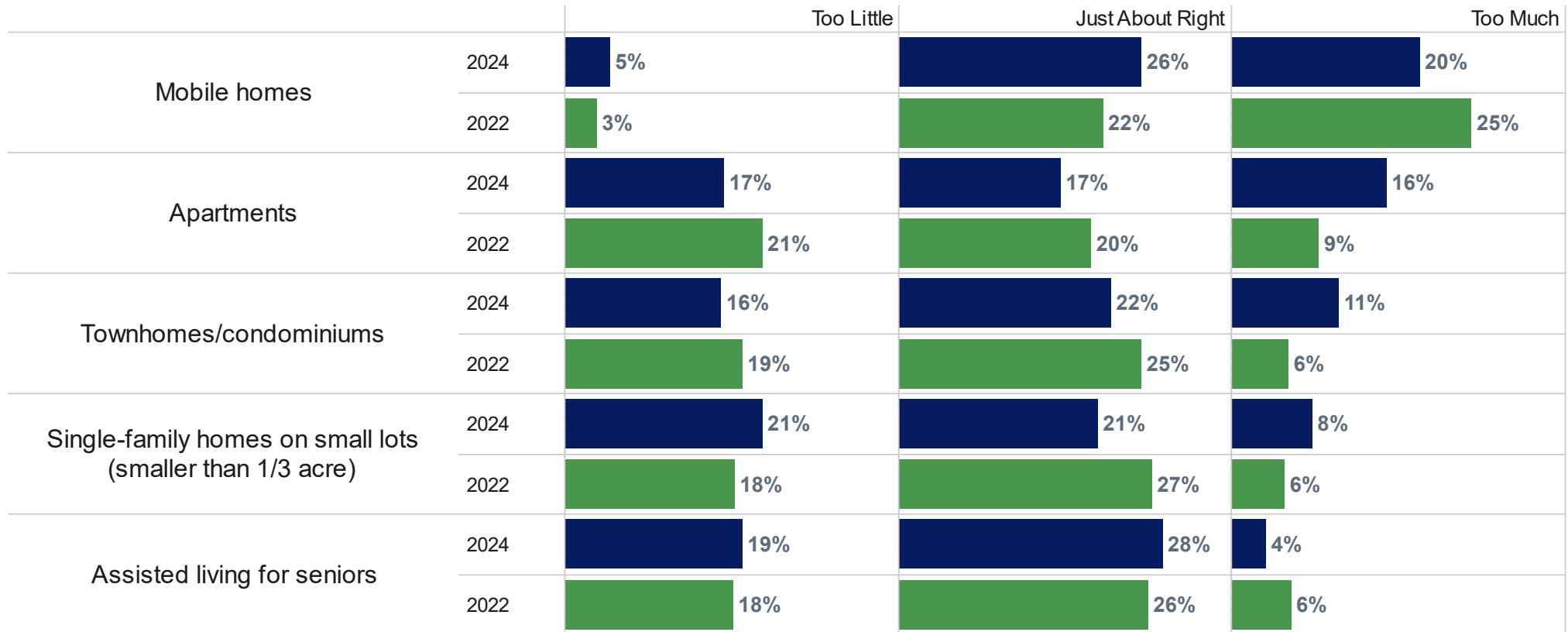
Darker colors indicate higher rating  
Source: RRC Associates

- **Expanding housing opportunities for a wide range of household incomes and continuing to improve and build streets/roads are the top choices where residents would like to see an increase in funding.**
- **Note the sizeable jumps in support for more housing choices and improved safety at intersections.**

# HOUSING

In 2024, housing priorities are very similar to 2022. The most notable shift was among mobile homes, in which the share respondents who feel the city has too many decreased by 5%.

Providing appropriate housing options for residents of various lifestyles, ages, and incomes is a focus of the City’s long-range plan. Do you think we have the right amount, too much, or too little of the following?



# ADDITIONAL COMMENTS/SUGGESTIONS

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for Grand Junction. A total of 342 additional comments were received. Representative comments are included below and a full list of responses is included in the Comments Spreadsheet.

## Affordable Housing



"1 and 2 bedrooms renting for \$1,000 or more a month is ridiculous! Who can afford that!?"

"Affordable housing must be a high priority!"

"In my opinion, affordable housing should be the only focus. It's crazy when your household brings in over 120k and you can't afford to live in a decent home in Grand Junction."

## Homelessness



"Create a homeless/unsheltered 'camp' away from center of town, providing bath amenities and shuttle transportation to needed services. This will remove them from parks, providing for them somewhere to live and protecting currently encroached neighborhoods."

"The homeless people has gotten out of control. Seems to be no plan to deal with it."

"Homelessness is rampant, makes me uncomfortable and I feel unsafe."

## Infrastructure & Road Maintenance



"If you drive on some of the roads they are like roller coasters, B 1/2 example. Had company come and was embarrassed on the conditions of roads."

"Fill pot holes. Make man hole covers 'flush' with road surface."

"Infrastructure, especially city roads in disrepair, considering high taxes paid for years."

Packet Page 277

## Public Safety



"Drivers have no respect for turning signal at intersections or yellow lights."

"As a mother to a young child, I do not feel safe taking my child to the parks in town due to the homeless and increased of crime."

"Too many people run red lights. I never see them get tickets."

## Parks and Recreation



"Need to start a project to build more pickleball courts now!"

"I really think it's important the city keeps the Om Pool open."

"Canyon View Park grounds maintenance has deteriorated over the years. All focus is on sports fields which get immaculate care, while weeds and Russian olives grow from the banks of the ponds."

# Demographics

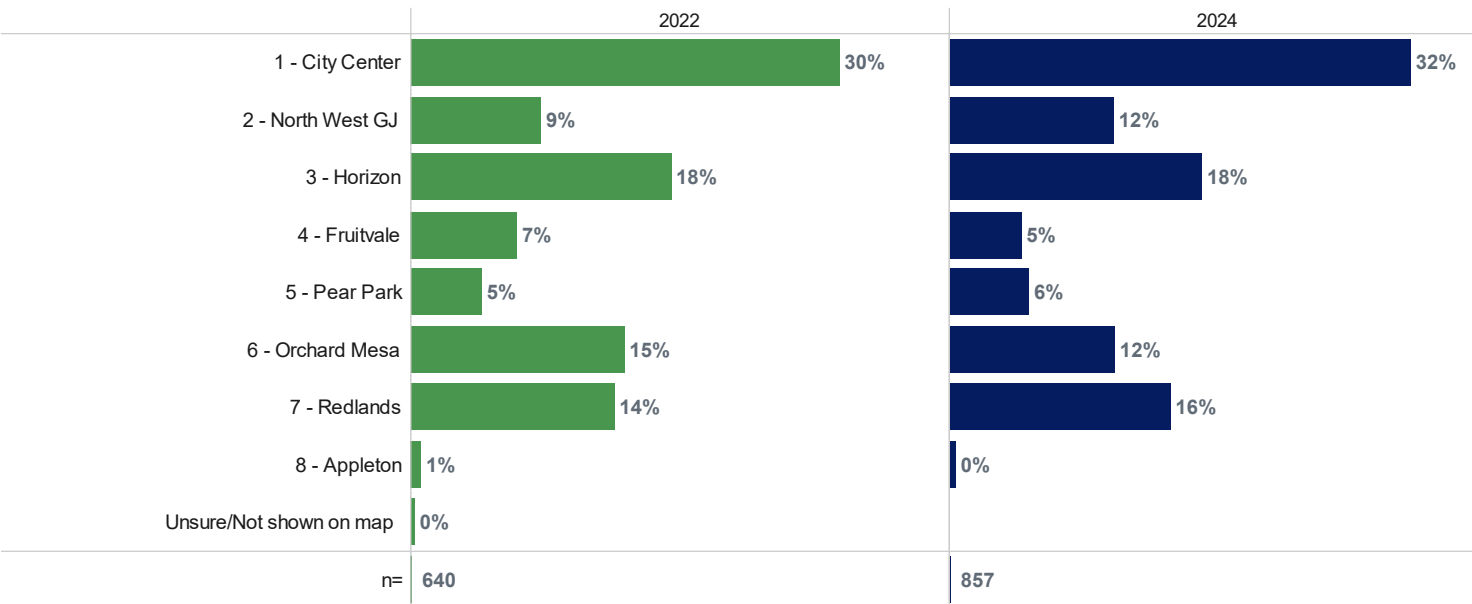


# NEIGHBORHOOD

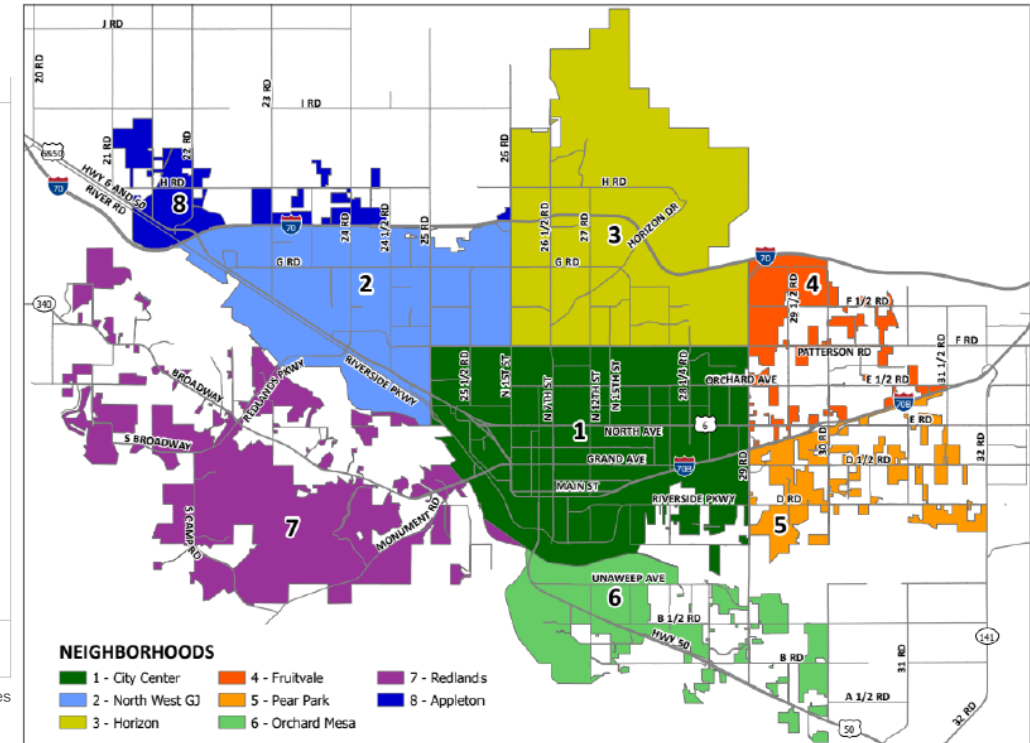
Overall, the distribution of responses from throughout the City of Grand Junction resembles the sample collected in 2022, with the largest shares in City Center, Horizon, Redlands, and Orchard Mesa.

City of Grand Junction Neighborhood Map

Referring to the map below, which neighborhood do you live in?



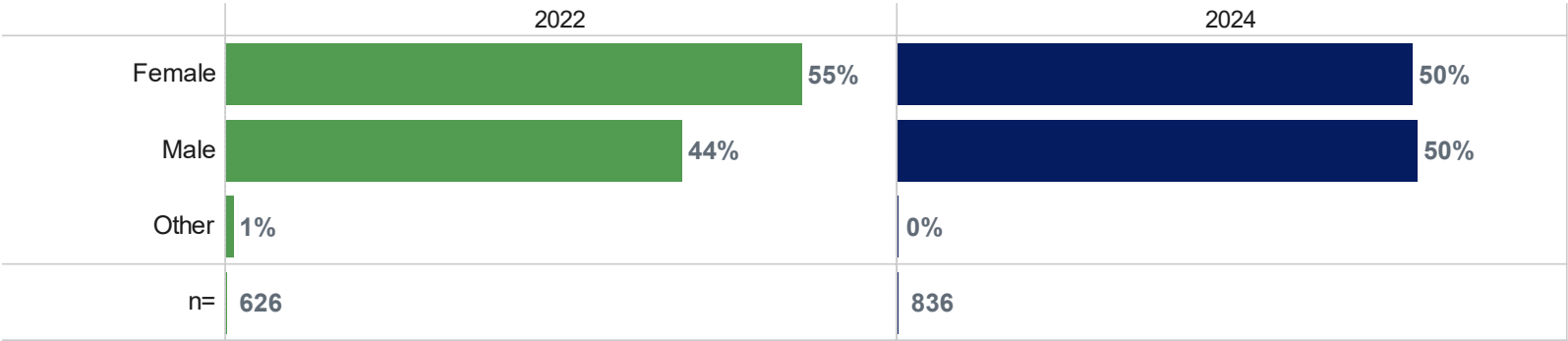
Source: RRC Associates



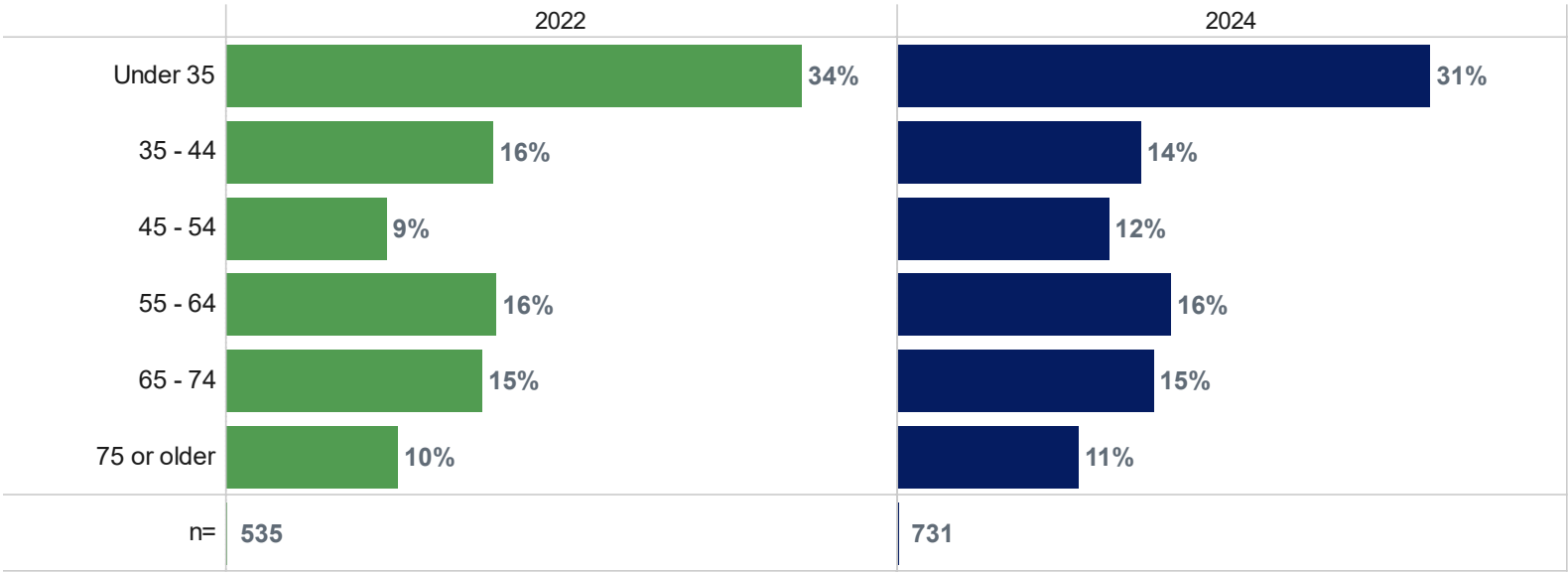
# GENDER & AGE

- The sample of respondents in 2024 was well balanced in terms of gender.
- The overall response was weighted by age cohort for adults 18 or older in both 2022 and 2024 to better ensure the city demographics are appropriately represented.

Are you:



Age



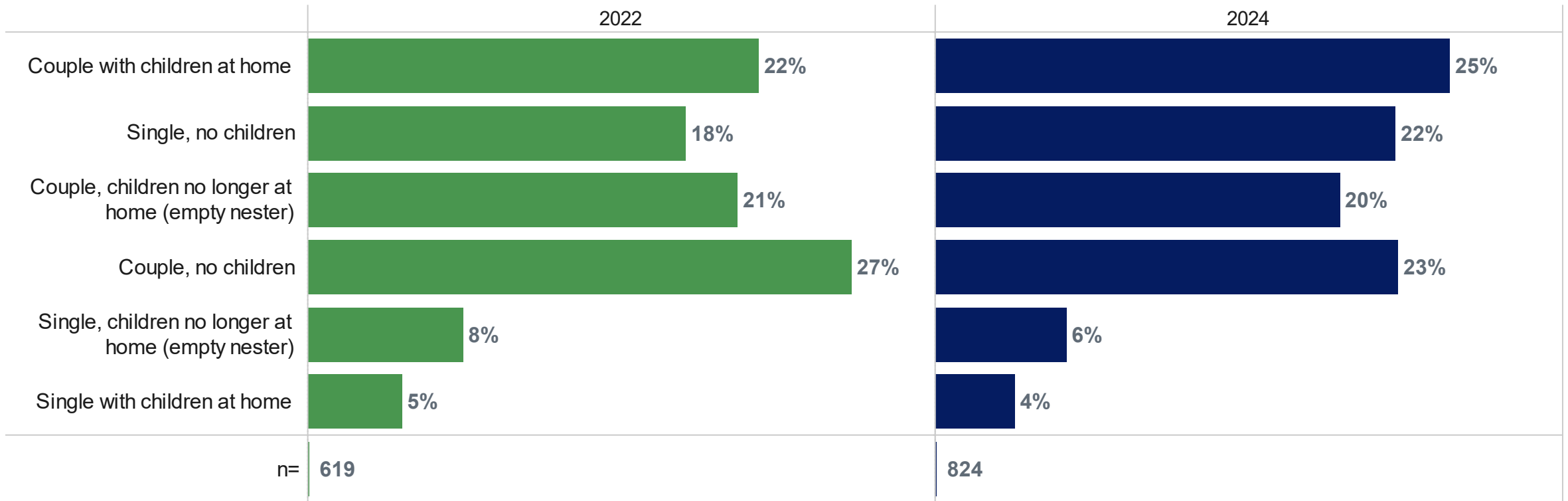
Source: RRC Associates



# HOUSEHOLD MAKEUP

In 2024 couples with children make up the largest share of residents, marking a slight shift from couples with no children observed in 2022. However, household makeup is generally distributed across all types of homes.

Which of these categories best applies to your household?

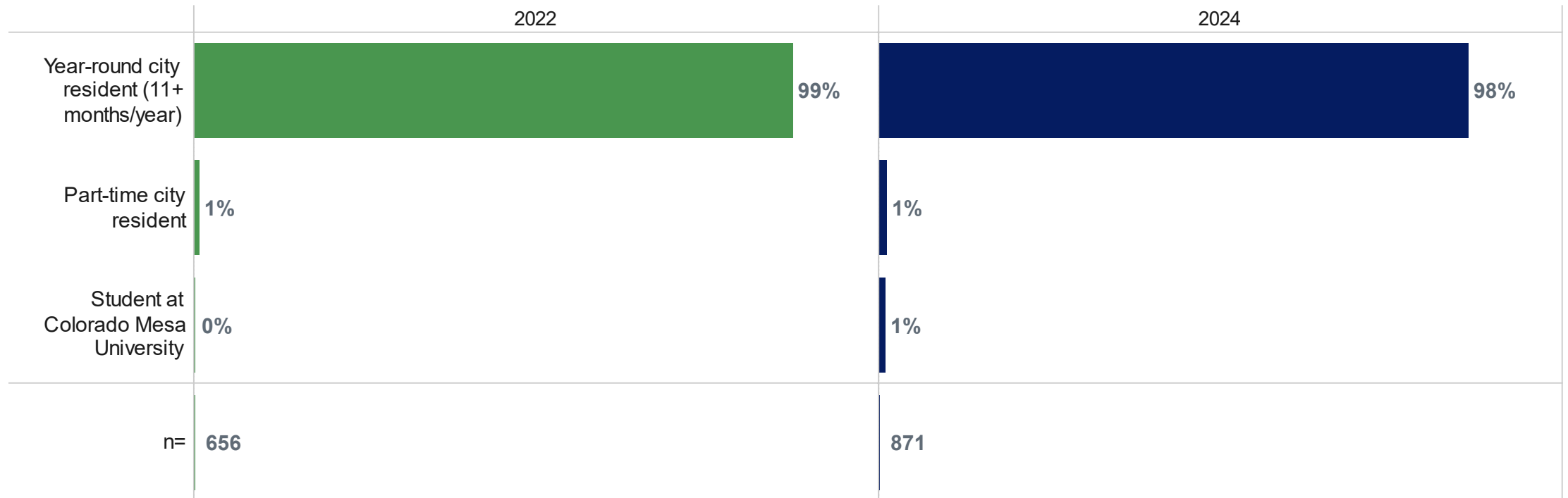


Source: RRC Associates

# TYPE OF RESIDENT

Almost all respondents are year-round city residents.

Which of the following best describes you?

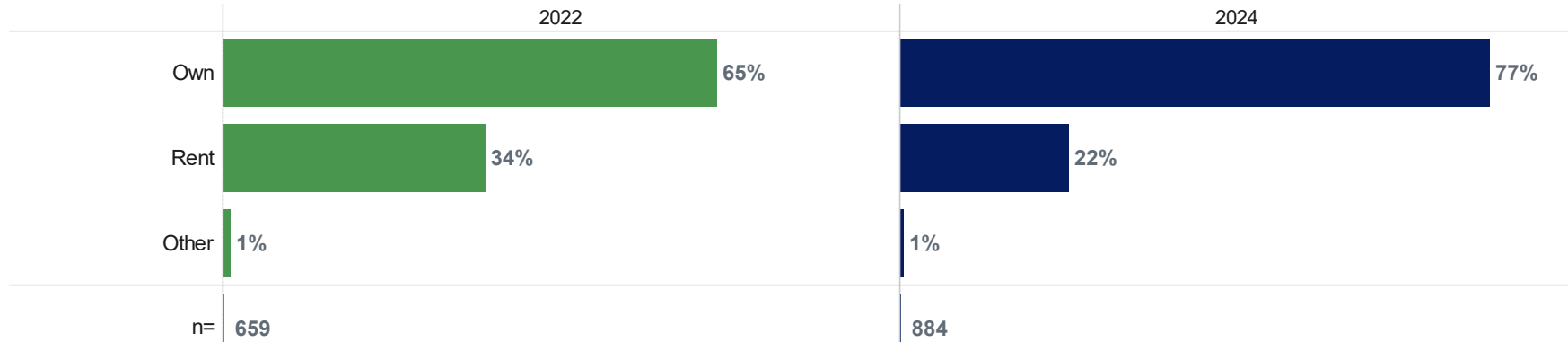


Source: RRC Associates

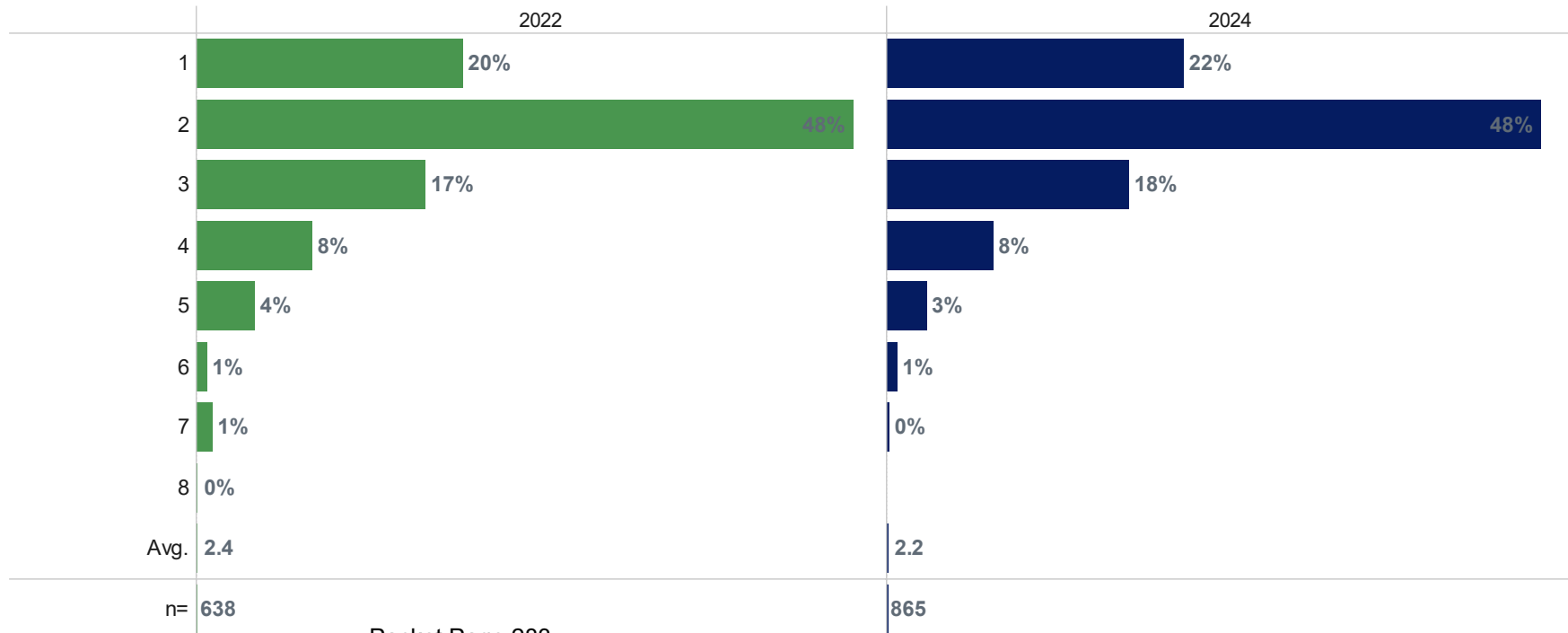
# RESIDENCE OWNERSHIP & HOUSEHOLD SIZE

- Most respondents own their residence and the percentage has increased since 2022.
- The majority (70%) have 1 to 2 residents in their household.

Do you rent or own your residence



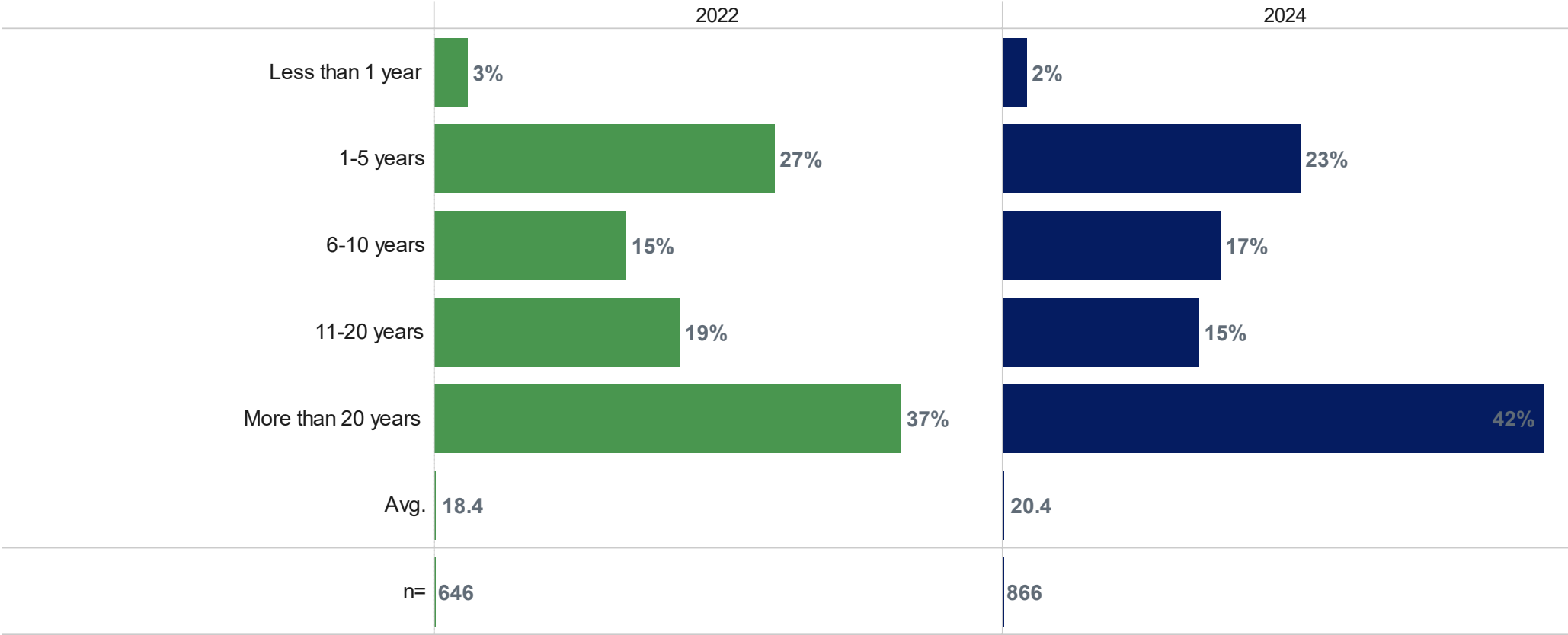
How many people currently reside in your home?



# YEARS IN GRAND JUNCTION

Overall, 42% of the sample was made up of residents who have lived in Grand Junction for more than 20 years. The average length of residency increased from 2022 to 2024.

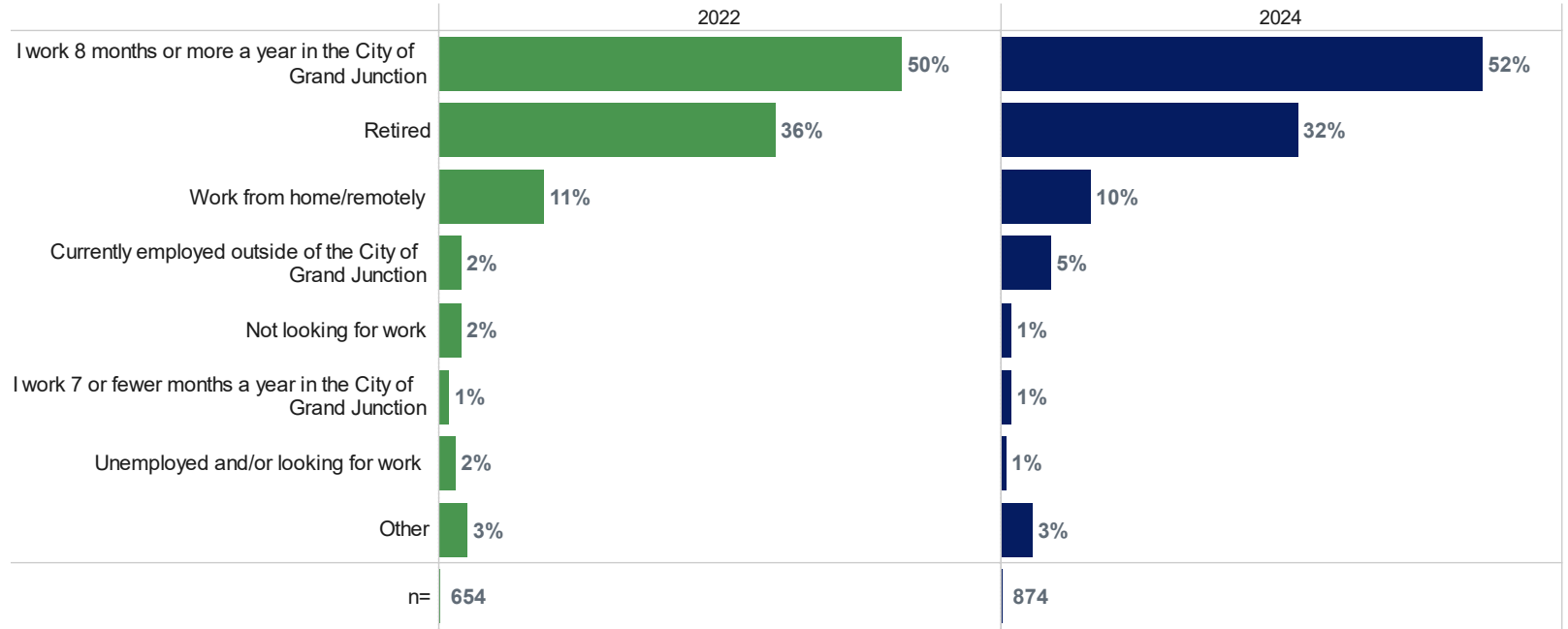
How many years have you lived in Grand Junction? (Please enter number of years) Enter 0 if less than a year.



# EMPLOYMENT

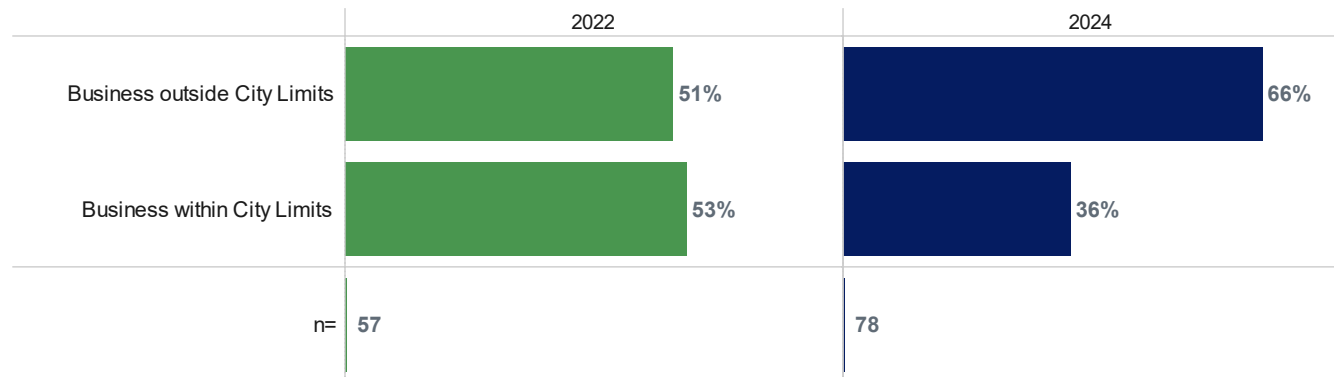
- **Over half of respondents work in the city of Grand Junction 8 months or more in the year, while about one third are retired.**

Which of the following best describes your employment status? (Please check all that apply)



Source: RRC Associates

As work from home or remote employee, do you work for...

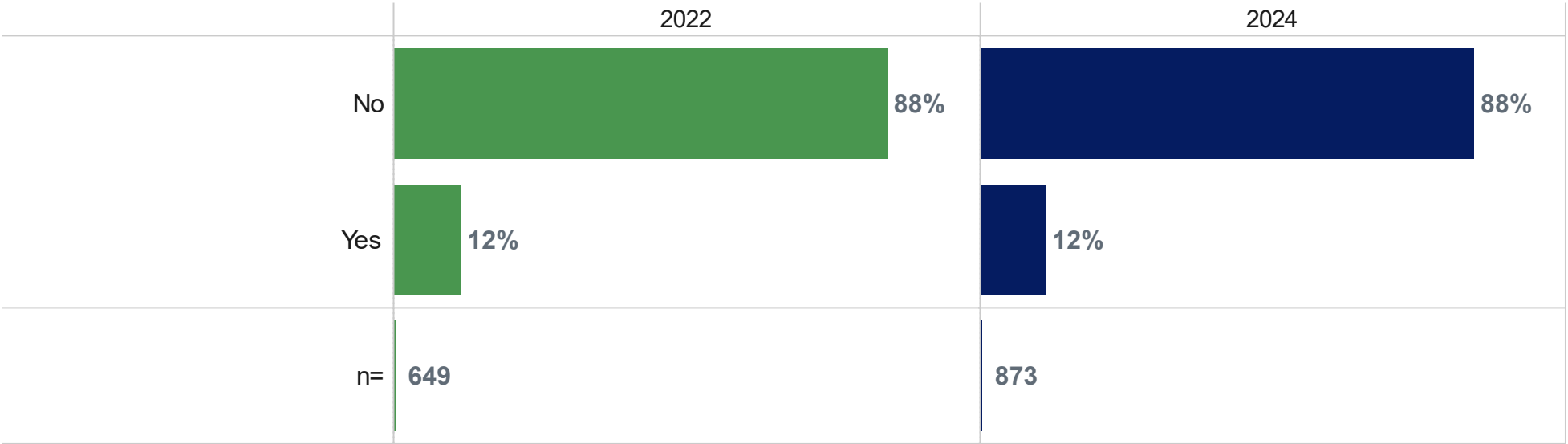


Source: RRC Associates

# BUSINESS OWNERSHIP

Among respondents, 12% own a business which is the same breakout as the 2022 sample.

Do you own or operate a business within the City of Grand Junction?

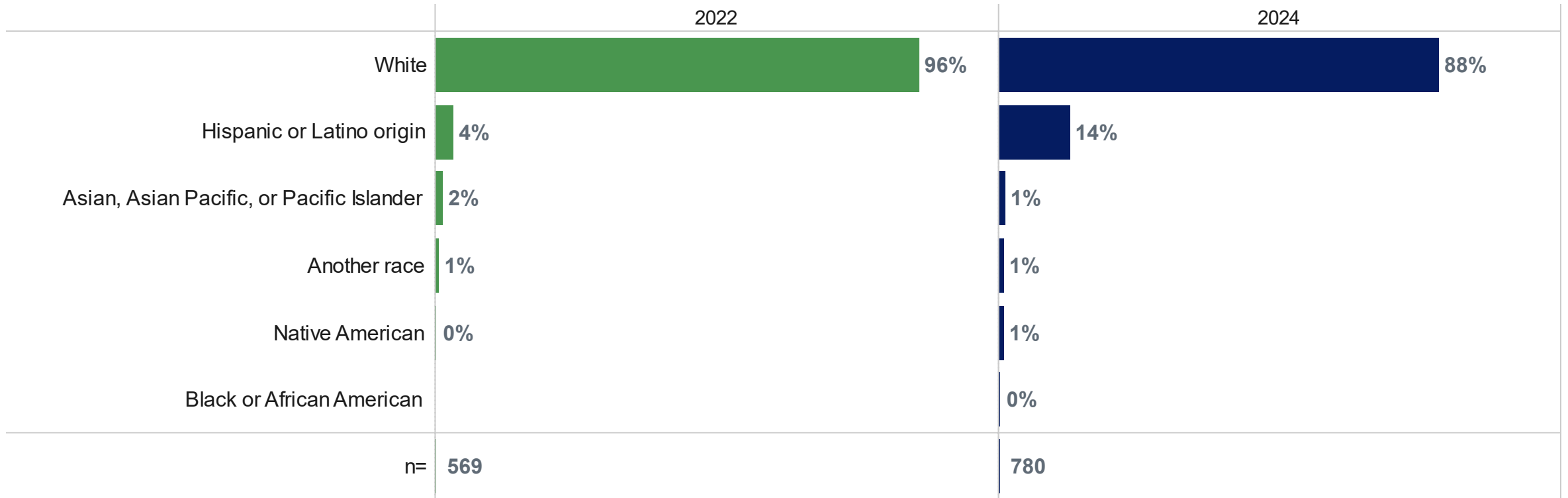


Source: RRC Associates

# ETHNICITY & RACE

The overall response was weighted by Hispanic or Latino origin in 2024 but was not in 2022. Weighting results by Hispanic origin greatly improves the representation of the Hispanic members of the Grand Junction community.

Which of the following best describes your race? (Select all that apply)



Source: RRC Associates



**RRC ASSOCIATES**  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

[rrcassociates.com](http://rrcassociates.com)  
(303) 449-6558