

To access the Agenda and Backup Materials electronically, go to www.gjcity.org



**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
WEDNESDAY, JUNE 17, 2009, 7:00 P.M.**

Call to Order

Pledge of Allegiance

Citizen Comments

***** CONSENT CALENDAR *****

THERE ARE NO ITEMS FOR THE CONSENT CALENDAR

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

1. **Public Hearing—2009 CDBG Action Plan** [File #2009-CDBG] [Attach 1](#)

City Council will consider final adoption of the 2009 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of Community Development Block Grant (CDBG) funds. The Action Plan includes the CDBG projects for the 2009 Program Year City Council approved for funding on May 18, 2009.

Resolution No. 58-09—A Resolution Adopting the 2009 Program Year Action Plan as a Part of the City of Grand Junction 2006 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

*** Indicates New, Moved, or Changed Item
® Requires Roll Call Vote

REVISED

®Action: *Adopt Resolution No. 58-09*

Staff presentation: Kristen Ashbeck, Senior Planner

2. **Airport Improvement Program Grant for Ramp Rehabilitation at Grand Junction Regional Airport** [Attach 2](#)

AIP-38 is a small grant for the balance of the FAA's 2009 Entitlement funds for the Grand Junction Regional Airport and will be used for design only of the General Aviation Ramp Rehabilitation. The grant amount is \$673,403.00. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor to Sign the Original FAA AIP-38 Grant Documents for Design Only of General Aviation Ramp Rehabilitation at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-38

Staff presentation: Eddie F. Storer, Assistant Airport Director

3. **Airport Improvement Program Grant for Utility Relocation at Grand Junction Regional Airport** [Attach 3](#)

AIP-40 is a small grant for the balance of the FAA's 2009 Entitlement funds for the Grand Junction Regional Airport and will be used to partially fund utility relocation in the Cargo area. The grant amount is \$74,387.00. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor to Sign the Original FAA AIP-40 Grant Documents for Cargo Ramp Utility Relocation at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-40

Staff presentation: Eddie F. Storer, Assistant Airport Director

4. **Revocation of a Revocable Permit Issued to Depot Preservation and Restoration Company LLC** [Attach 4](#)

Staff met with Jim Leany, Manager and Registered Agent of The Depot Preservation and Restoration Company, LLC, and is presenting, by way of the attached draft resolution, Mr. Leany's request.

Resolution No. 59-09—A Resolution Revoking a Revocable Permit Issued to the Depot Preservation and Restoration Company, LLC in August, 2007

®Action: *Adopt Resolution No. 59-09*

Staff presentation: John Shaver, City Attorney

5. **Purchase of Aggregate and Road Material in 2009 for Streets and Water Divisions** [Attach 5](#)

This approval request is for a contract award for the purchase of various sizes of aggregate and road materials for the City's Streets and Water Divisions for 2009.

Action: Authorize the Purchasing Division to Enter into a Contract with White Water Building Materials and Grand Junction Concrete Pipe Co. to Provide Aggregate and Road Materials for the Streets Division, as well as a Contract with Gary Rinderle Construction to Provide Aggregate for the Water Division, for a Combined Estimated Amount of \$193,700

Staff presentation: Terry Franklin, Deputy Director of Utilities and Streets
Jay Valentine, Assistant Financial Operations Manager

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

7. **Other Business**

8. **Adjournment**

Attach 1
Public Hearing—2009 CDBG Action Plan
CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>			
Subject	Public Hearing – CDBG 2009 Program Year Action Plan, a Part of the 2006 Five-Year Consolidated Plan and Action Plan Amendments to Program Years 2007 and 2008		
File #	2009 CDBG		
Meeting Day, Date	Wednesday, June 17, 2009		
Placement on the Agenda	Consent	<input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Date Prepared	June 9, 2009		
Author Name & Title	Kristen Ashbeck, Senior Planner		
Presenter Name & Title	Kristen Ashbeck, Senior Planner		

Summary:

City Council will consider final adoption of the 2009 Program Year Action Plan. This annual plan is required by the Department of Housing and Urban Development (HUD) for the use of Community Development Block Grant (CDBG) funds. The Action Plan includes the CDBG projects for the 2009 Program Year City Council approved for funding on May 18, 2009.

Adoption of the 2009 Program Year Action Plan will constitute an amendment to the Action Plan for Program Year 2007 to reallocate unspent funds from previous years. In addition, an amendment to the 2008 Program Year Action Plan is proposed in order to utilize a portion of the funds earmarked for the 2007 Riverside Task Force Campus Expansion project (CDBG 2008-04) for demolition and site finish on one property already acquired instead of acquisition of a second property as originally proposed.

Budget:

2009 CDBG ALLOCATION	\$344,418
FUNDS FROM PREVIOUS YEARS	\$110,000
TOTAL 2009 CDBG BUDGET	\$454,418

Actions Requested/Recommendation:

Adopt by Resolution the 2009 Program Year Action Plan as part of the 2006 Five-Year Consolidated Plan which constitutes an amendment to the 2007 Program Year Action Plan; and 2) Approve the amendment to the City's CDBG 2008 Program Year Action Plan to reflect the revisions summarized above.

Attachments:

- 1) Summary of Action Plan Amendment for Program Years 2007 and 2008
- 2) 2009 Program Year Action Plan
- 3) Resolution

Background Information: For each CDBG program year, a new One-Year Action Plan is completed and adopted as part of the five-year Consolidated Plan. This is a public hearing to receive input regarding the 2009 Program Year Action Plan. On May 18, 2009 the Grand Junction City Council approved 2009 CDBG funding requests totaling \$454,418 for the eight projects listed below. The 2009 Program year Action Plan is included as an attachment. In addition, adoption of the 2009 Program Year Action Plan will constitute an amendment to the Action Plans for Program Year 2007 to reallocate unspent funds from this previous year. This also serves as a hearing to approve an a revision to the Program Year 2008 Action Plan so that unspent funds for the Riverside Task Force may be used for demolition and site finish instead of acquisition. A summary of the amendments is also included as an attachment.

- 1) City of Grand Junction Program Administration \$30,000
- 2) Homeward Bound of the Grand Valley Purchase Van \$26,000
- 3) St. Mary's Foundation Senior Companion Program \$12,000
- 4) Grand Junction Housing Authority Walnut Park Apartments \$100,000
- 5) Riverside Task Force Property Acquisition \$173,201
- 6) Mesa Developmental Services Office Remodel \$40,000
- 7) Housing Resources Garden Village Learning Center \$8,217
(in addition to \$91,783 stimulus funds previously approved)
- 8) Western Slope Center for Children Remodel \$65,000

PUBLIC REVIEW COPY



CDBG Entitlement Program

**SUBSTANTIAL AMENDMENTS TO THE ACTION PLAN
PROGRAM YEARS 2007 and 2008**

SECTION 91.220: AMENDMENTS [91.105(a)(2)]

Submit written comment by June 17, 2009 to:

City of Grand Junction
Neighborhood Services
333 West Avenue Building C
Grand Junction, Colorado 81501

For Further Information Contact:

Kristen Ashbeck: 970.244.1491

Or email: kristena@gjcity.org

DAILY SENTINEL
Tuesday, May 19, 2009

City of Grand Junction CDBG Entitlement Program
**SUBSTANTIAL AMENDMENTS TO THE ACTION PLANS PROGRAM YEARS 2007
and 2008 SECTION 91.220: AMENDMENTS (91.105(a)(2))**

2007 ACTIVITY AFFECTED

The 2007 Action Plan allocated \$110,000 towards construction of an additional classroom at the Riverside Head Start facility. Actual bids for the project ran well over this funding so the project was never completed. It is proposed that the Funds be added to the 2009 Program Year funds to be reallocated to 2009 projects. The recommended 2009 projects are as follows:

1)	City of Grand Junction CDBG Program Administration	\$30,000
2)	Homeward Bound of the Grand Valley Purchase Van	\$26,000
3)	St Mary's Foundation Senior Companion Program	\$12,000
4)	Grand Junction Housing Authority Walnut park Apartments	\$100,00
5)	Riverside Task Force Acquisition and Demolition	\$173,222
6)	Mesa Developmental Services Office Remodel	\$40,000
7)	Housing Resources of Western CO Learning Center	\$100,000
8)	Western Slope Center for Children Remodel	\$65,000

2008 ACTIVITY AFFECTED

- 1) The 2008 Action Plan included an allocation of \$220,900 towards acquisition of property for the Riverside Task Force. One property was purchased at a cost of \$140,848. The remaining funds of \$80,052 proposed to be utilized to demolish the home and finish the surface of the lot on the site that was purchased.

THE CITY OF GRAND JUNCTION CITIZEN PARTICIPATION PLAN

The City followed its Citizens Participation Plan and advertised and will hold a public hearing. The public hearing to amend the City's CDBG Consolidated Plan and Action Plans for Program Years 2007 and 2008 will be conducted June 17, 2009. Information will be presented regarding the change in use of these funds. A summary of this proposed amendment was published May 19, 2009 followed by a 30-day public comment period. A copy of the proposed amendments is available for review at the City Clerk's Office at City Hall, 250 North 5th Street, Grand Junction and at the main branch of the Mesa County Public Library at 530 Grand Avenue, Grand Junction. Any public comment should be submitted in writing to the City of Grand Junction, Neighborhood Services, 333 West Avenue, Grand Junction, CO 81501 by June 17, 2009.

City of Grand Junction CDBG Entitlement Program
SUBSTANTIAL AMENDMENT TO THE ACTION PLAN
2007 and 2008 PROGRAM YEARS
SECTION 91.220: AMENDMENTS [91.105(a)(2)]

2007 ACTIVITY AFFECTED

The 2007 Action Plan allocated \$110,000 towards construction of an additional classroom at the Riverside Head Start facility. Actual bids for the project ran well over this funding so the project was never completed. It is proposed that the Funds be added to the 2009 Program Year funds to be reallocated to 2009 projects. The recommended 2009 projects are as follows and further described below.

9)	City of Grand Junction CDBG Program Administration	\$30,000
10)	Homeward Bound of the Grand Valley Purchase Van	\$26,000
11)	St Mary's Foundation Senior Companion Program	\$12,000
12)	Grand Junction Housing Authority Walnut park Apartments	\$100,000
13)	Riverside Task Force Acquisition and Demolition	\$173,222
14)	Mesa Developmental Services Office Remodel	\$40,000
15)	Housing Resources of Western CO Learning Center	\$100,000
16)	Western Slope Center for Children Remodel	\$65,000

1) CDBG Program Administration

Due to the current budget situation, Council recommends that a portion of the 2009 CDBG funds be expended on administration/staff salary to offset the costs of administering the CDBG program. This type of expenditure is an eligible activity under HUD guidelines.

2) Homeward Bound of the Grand Valley

Homeward Bound operates the Community Homeless Shelter at 2853 North Avenue. CDBG funds would be used to purchase a 12-15 passenger van that will be used to transport overflow shelter guests to churches in the community that provide shelter for the overflow persons.

3) St Mary's Hospital Senior Companion Program

Utilizing senior volunteers, the program provides weekly transportation services for elderly or disabled city residents who can no longer drive. Funding is for reimbursement for gas and mileage for 12 additional volunteers.

4) Grand Junction Housing Authority (GJHA)

GJHA owns and operates the Walnut Park Apartments located at 2236 North 17th Street. The complex provides affordable housing for seniors. The units were built prior to the 1990 American with Disabilities Act (ADA) and, until recently, GJHA has been given waivers for the units. GJHA is now being required to make at least 10% of the units accessible. The current floor plan of the units is not conducive to remodeling to provide the accessibility so GJHA is proposing to add 14 units on the site that will meet the ADA requirements.

CDBG funds cannot be used to construct the new units themselves so GJHA is requesting funds for eligible costs of site and infrastructure work to include rerouting underground utilities in the areas where the new units will be placed, demolition and site preparation and construction of parking areas for the anticipated new units.

5) Riverside Task Force Campus Expansion

The Riverside Task Force (RTF) is seeking to expand the Riverside School Campus through the acquisition of one to four of the residential parcels east of the school. The current 2-acre campus consists of the Dual Immersion Elementary School, the Community Center in the old Riverside School which also houses some uses for the elementary school, playground and parking areas. The restored school has achieved optimal usage, with the majority of the 4,000 square feet of functional space being utilized by the elementary school, the after-school programs and other community uses on evenings and weekends.

The City awarded 2008 CDBG funds to RTF in the amount of \$220,900 towards purchase of the two closest residential properties (542 and 538 West Main Street). RTF purchased 542 West Main (shown in red above) in March 2009 for a cost of \$140,848, leaving a balance of \$80,052 in their 2008 grant. RTF is requesting in additional funds in order to purchase more properties and demolish structures and finish the surface on the site(s) acquired. Also see amendment below to expend the balance of 2008 funds on demolition costs.

6) Mesa Developmental Services (MDS)

MDS provides services for all children and adults in Mesa County with developmental disabilities and their families, and for infants and toddlers diagnosed with a developmental delay or at risk for life-long disability. A facility condition assessment was recently completed for all of the facilities that MDS owns and operates, including the main offices at 950 Grand Avenue and twelve group homes. Specific deficiencies were identified and MDS is requesting funds to do some of the remodeling work to correct deficiencies, much of which is relating to improving energy efficiency in the facilities.

7) Housing Resources of Western Colorado

CDBG funds would be used to construct a new 2,000 square foot learning center on the grounds of the Garden Village Apartment complex that is owned and operated by Housing Resources. The learning center would be used as a community center for the residents of Garden Village as well as provide accessible office and classroom space for self improvement classes such as budgeting, financial management and homebuyer education. The classes may also be available to residents of other low-income housing complexes in Grand Junction. The classes and available equipment in the learning center would provide families with the tools they need to better educate themselves and graduate to more gainful employment and more independent living situations.

8) Western Slope Center for Children (WSCC)

WSCC is a child advocacy center with the mission of reducing trauma of investigations of child sexual abuse and to promoting justice and healing. CDBG funds would be used for improvements to the existing WSCC building at 259 Grand Avenue, primarily for energy conservation. Improvements would include replacing the HVAC system and spraying high density foam over existing batts in the ceiling and wall areas for added insulation.

2008 ACTIVITY AFFECTED

- 2) The 2008 Action Plan included an allocation of \$220,900 towards acquisition of property for the Riverside Task Force. One property was purchased at a cost of \$140,848. The remaining funds of \$80,052 proposed to be utilized to demolish the home and finish the surface of the lot on the site that was purchased.

THE CITY OF GRAND JUNCTION CITIZEN PARTICIPATION PLAN

The City followed its Citizens Participation Plan and advertised and will hold a public hearing. The public hearing to amend the City's CDBG Consolidated Plan and Action Plans for Program Years 2007 and 2008 will be conducted June 17, 2009. Information will be presented regarding the change in use of these funds. A summary of this proposed amendment was published May 19, 2009 followed by a 30-day public comment period. A copy of the proposed amendments is available for review at the City Clerk's Office at City Hall, 250 North 5th Street, Grand Junction and at the main branch of the Mesa County Public Library at 530 Grand Avenue, Grand Junction. Any public comment should be submitted in writing to the City of Grand Junction, Neighborhood Services, 333 West Avenue Building C, Grand Junction, CO 81501 by June 17, 2009.



Fourth Program Year Action Plan

The CPMP Fourth Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses Executive Summary

Introduction

In 1996 the US Department of Housing and Urban Development (HUD) established Grand Junction as a community entitled to receive Community Development Block Grant Funds. Every five years the City prepares and adopts a new five-year consolidated plan. The current Five-Year Consolidated Plan was adopted by the Grand Junction City Council in June 2006. In addition, each year the City prepares and adopts a program year action plan, which becomes a part of the five-year consolidated plan. Applications for CDBG funds are made available to all interested parties in March with an April deadline for each Program Year. Applications that are funded become a part of the respective program year action plans.

Community Profile

Grand Junction, Colorado is located in Western Colorado 250 miles from Denver. It is the largest city in Western Colorado, the County seat for Mesa County and home of Mesa State College. It is the economic and service center for communities in Western Colorado and Eastern Utah. The most recent estimate of the Grand Junction population as of 2007 was 51,631.

While the area's economy has demonstrated strong growth, housing market appreciation far exceeds wage increases. These trends are expected to continue for the foreseeable future, making the need for affordable housing one of many issues facing local government in Grand Junction.

Citizen Participation

The City adopted a Citizen Participation Plan in 1996 to describe citizen involvement in the Five-Year Consolidated Plan (Plan) and annual Program Year Action Plans process. The Neighborhood Services Division of the City of Grand Junction, as lead agency for the development of the Consolidated Plan and Program Year Action Plan, has invited human service agencies and citizen involvement in Plan creation. The findings and needs identified by those who serve and work with the very low- to moderate-income populations are the basis of the Plan's development. The City has met the requirements of the Citizens Participation Plan by publishing public notices and holding public meetings. The City solicited applications for 2009 funding available for the CDBG Program and received thirteen requests that totaled \$896,100.

Institutional Structure

Grand Junction will carry out its Consolidated Plan through a mixture of public, private, and non-profit organizations that specialize in serving the identified needs of this plan and other needs of the low and moderate income residents of Grand Junction. Highly effective non-profit organizations deliver a wide array of services to Grand Junction citizens. The City depends upon these private agencies to meet the needs of the low and moderate income population.

Housing Needs

Population growth in Grand Junction has significantly exceeded growth in the number of affordable housing units. The median sales price in Mesa County of an existing single family home is \$212,903 (CO Association of Realtors, February, 2009) which is slightly above the US average of \$206,200 (NAR, 4th Quarter, 2007).

As of May 2009, the waiting list statistics for assisted housing units are as listed below. The average wait time for the limited number of existing assisted housing units is 440 days.

Total Families on Waiting Lists	1,093
Male Head of Households	263
Female Head of Households	830
Elderly	103
Disabled	302
Families with Children	667
Total Number of Children	1,155
30% of AMI	728
50% of AMI	347
80% of AMI	18

Homeless Needs

Homelessness presents a growing challenge to Grand Junction. The combination of low local wages and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it much more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Prior to 2000, local data collection about the homeless had been primarily anecdotal and informal, as there had not been a coordinated community effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, the Grand Junction community has regularly attempted to provide a count since 2000. The most recent point in time survey was conducted in January 2009. Results of the survey indicate that there are approximately 444 homeless adults and 478 homeless children that attend schools in the community.

A series of planning sessions were conducted to identify needs and develop action plans and a Continuum of Care to address this challenge. The highest priority homeless needs identified through

this process are for an emergency shelter, transitional housing, case management, and housing placement for individuals and families.

The Continuum of Care Plan, completed in the summer of 2001 by a coalition of community homeless service providers, is still being used and implemented. It is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets.

Special Needs Housing

Due to the fact that Grand Junction is the largest community on Colorado's Western Slope and Eastern Utah, medical and other special needs services are provided here that are not available in smaller communities. As a consequence, the percentage of the special needs population in Grand Junction is higher than surrounding communities at approximately 12 percent of the total population. The ability of persons with chronic mental illness, physical and developmental disabilities, and HIV/AIDS to compete in the housing market for appropriate housing at an affordable price is limited in many cases by their lack of income and also by their need for special housing accommodations.

Anti-Poverty Strategy

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in the 2006 Five-Year Consolidated Plan, outlines community activities to:

- Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends;
- Focus on a continuum of prevention and intervention strategies/activities by age group to prevent/deter persons from entering poverty situations;
- Encourage efforts to raise earned income levels;
- Maintain a strong diversified economic base;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;
- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.
- Focus affordable housing development near employment centers.

Consolidated Plan

The 2006 Five-Year Consolidated Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. Consolidated Plan Objectives and specific needs have been identified along with actions that define how the community will respond over the life of the five year consolidated plan.

The Consolidated Plan has three Objectives:

1. Create a Suitable Living Environment
 - a. Need for Non-Housing Community Development Infrastructure
 - b. Need for Neighborhood Program
 - c. Special Needs Populations and Other Human Service Needs
 - d. Youth
2. Provide Decent Affordable Housing
 - a. Increase inventory of affordable housing units
 - b. Lead-based paint hazards
 - c. Prevent and Reduce Homelessness
3. Create Economic Opportunities
 - a. Childcare
 - b. Economic Development

Summary of CDBG Activities for Program Years 2005-2008

2005 Program Year - \$387,644 – All Projects Completed

- Program Administration \$25,000
- Salvation Army Adult Rehab Program - \$25,000
- Mesa County Partners Purchase 12-passenger Van - \$15,000
- GJHA Bookcliff Property Acquisition - \$120,000
- Housing Resources Handicap Lift at 8-plex for Homeless Veterans - \$30,000
- Ouray Avenue Storm Drain Enlargement - \$172,644

2006 Program Year - \$348,286

- Program Administration - \$69,656
- GJHA Village Park Property Acquisition - \$178,630 (completed)
- Orchard Mesa Drainage Improvements - \$100,000 (completed)

2007 Program Year - \$412,043 (includes funds transferred from 2001 and 2002 – All Projects Completed

Except Administration

- Program Administration - \$24,575
- Audio Information Network of Colorado - \$4,500
- Center for Enriched Communication - \$7,181
- Gray Gourmet Program - \$20,500
- Foster Grandparent Program - \$10,000
- Senior Companion Program - \$10,000
- Riverside Head Start Classroom Addition - \$110,610 (cancel–reallocate 2009)
- Hilltop Community Resources Daycare/Family Center Remodel - \$24,547

2008 Program Year - \$337,972 – All Projects Completed or Underway

- Senior Multiuse Campus Feasibility Study - \$80,000 (RFP in process)
- Riverside Educational Center Americorps Personnel - \$5,000 (completed)
- St. Mary's Gray Gourmet Program - \$20,500 (balance \$6,243)
- Riverside Task Force Acquisition for Campus Expansion - \$220,900 (balance \$80,052)
- Partners Acquisition for W CO Conservation Corps - \$100,000 (completed)
- Center for Independence Vocational Center Remodel - \$9,500 (balance \$3,871)
- Melrose Park Restroom and Shelter Relocation - \$108,201(Bid in process)

All Consolidated Plan Objectives will be monitored and reported to the US Department of Housing and Urban Development (HUD) by their outcomes. This outcome and performance based measurement includes 1) Availability/Accessibility; 2) Affordability; and 3) Sustainability, promoting livable and viable communities.

Though the competition for CDBG funds has continually increased since program inception and the amount of annual CDBG funds continues to decrease, the City will continue to make an effort to balance disbursement of these funds between the various needs of the community over the course of the five-year Consolidated Plan.

2009 Program Year Action Plan

The purpose of the Program Year Action Plan is to identify One-Year Strategies for each of the Objectives set in the 2006 Five-Year Consolidated Plan. The Consolidated Plan Strategies are accomplished by utilizing a variety of resources including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the five year Consolidated Plan. On May 18, 2009 the Grand Junction City Council approved 2009 CDBG funding requests totaling \$896,100 for the following eight projects, which will be made a part of the 2009 Action Plan. The total amount to be allocated includes the \$344,439 2009 allocation plus \$110,000 in funds from previous years.

- City of Grand Junction Program Administration \$30,000
- Homeward Bound of the Grand Valley Purchase Vehicle \$26,000
- St. Mary's Hospital Foundation Senior Companion Program \$12,000
- Grand Junction Housing Authority Site preparation for new housing at Walnut Park Apartments \$100,000
- Riverside Task Force – Property Acquisition/Structure Demolition \$173,222
- Mesa Developmental Services - Remodel office \$40,000
- Housing Resources of Western Colorado – Garden Village Apartments Learning Center \$100,000 (\$91,783 CDBG-R; \$8,217 2009 Funds)
- Western Slope Center for Children – Remodel Office \$65,000

New 2008 Project

The Housing Resources project listed above is considered an amendment to the 2008 Program Year in order to expend the City's allotment of CDBG-R (stimulus) funds on this project. As stated above, the majority of the project is funded with CDBG-R funds (\$91,783), with some funds added from the 2009 program year (\$8,217).

General Questions

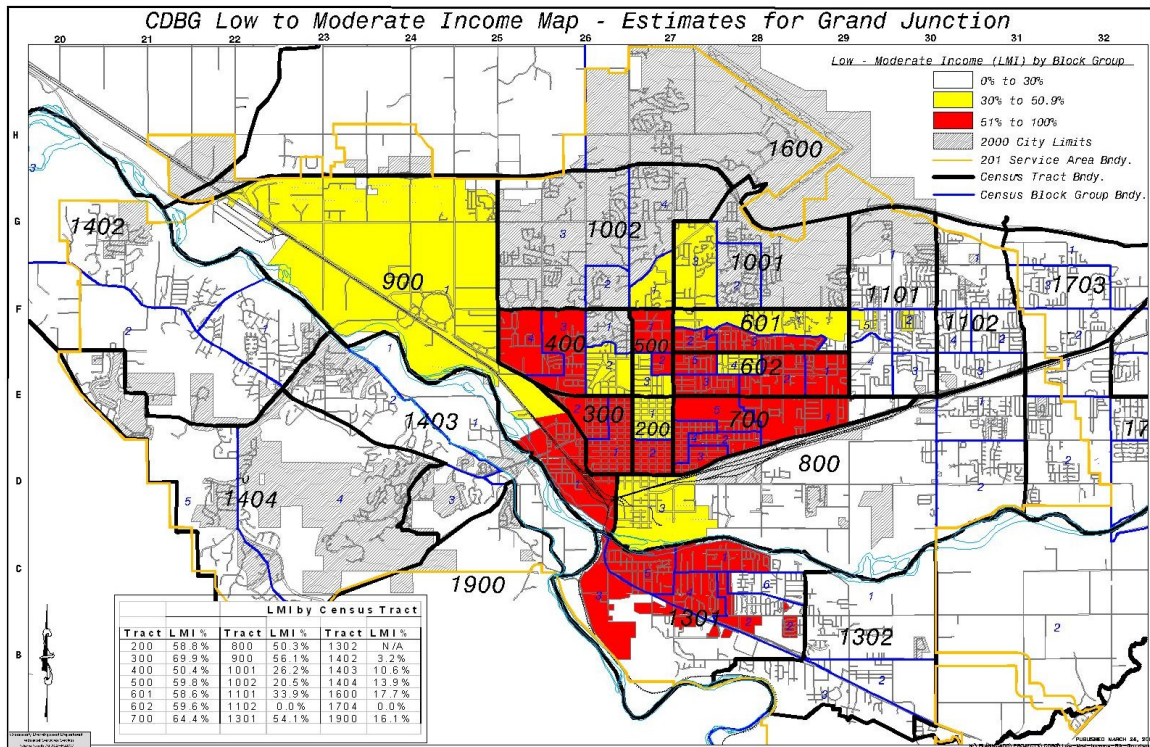
1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

RESPONSE: Grand Junction Colorado is located in Western Colorado 250 miles from Denver. It is the largest city in Western Colorado, the County seat for Mesa County and home of Mesa State College. It is the economic and service center for communities in Western Colorado and Eastern Utah. According to Census figures released in early 2008, the Grand Junction Metropolitan Statistical Area (MSA) is the 9th fastest growing metropolitan area in the United States from 2006 - 2007. The most recent estimate of the Grand Junction population as of 2007 was 51,631. In one year, Grand Junction's population increased 3.7%, ranking it 9th among all MSAs in percentage change in one year, and 1st among Colorado cities.

Assistance will be directed to areas of low and moderate income concentrations, such as the Orchard Mesa, Riverside, El Poso, Downtown, and Central Grand Junction neighborhoods. These correspond to the red areas shown on the CDBG Low to Moderate Income Map below.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

RESPONSE: Investments will be allocated geographically according to HUD regulations. CDBG funding must meet national objective requirements of serving low and moderate income persons.



3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

RESPONSE: Obstacles to meeting underserved needs are addressed in the following sections, however, limited funding and the increasing demand for services by a growing population are the community's major obstacles. Additionally, the need to continue to publicize available programs to those in need continues to be an obstacle. The City will encourage local non-profits who serve low to moderate income persons to apply for various funding sources through their respective programs by writing letters of support and identifying appropriate projects consistent with the 2006 Consolidated Plan.

Need for Non-Housing Community Development Infrastructure

Riverside Task Force, Inc. Campus Expansion

The Riverside Task Force (RTF) is seeking to expand the Riverside School Campus through the acquisition of four residential parcels east of the school. The current 2-acre campus consists of the Dual Immersion Elementary School, the Community Center in the old Riverside School which also houses some uses for the elementary school, playground and parking areas. The restored school has achieved optimal usage, with the majority of the 4,000 square feet of functional space being utilized by the elementary school, the after-school programs and other community uses on evenings and weekends.



The City awarded 2008 CDBG funds to RTF in the amount of \$220,900 towards purchase of the two closest residential properties (542 and 538 West Main Street). RTF purchased 542 West Main (shown in red above) in March 2009 for a cost of \$140,848.50, leaving a balance of \$80,051.50 in their 2008 grant. Additional funds were granted RTF for 2009 in order to purchase at least a second property at 522 West Main Street (shown in green above) and begin demolition and surface the lots until a permanent use is established.

Mesa Developmental Services (MDS)

MDS provides services for all children and adults in Mesa County with developmental disabilities and their families, and for infants and toddlers diagnosed with a developmental delay or at risk for life-long disability. A facility condition assessment was recently completed for all of the facilities that MDS owns and operates, including the main offices at 950 Grand Avenue and twelve group homes. Specific deficiencies were identified and MDS is requesting funds to do some of the remodeling work to correct deficiencies, much of which is relating to improving energy efficiency in the facilities. CDBG funds will specifically be used for remodeling the main offices.



Western Slope Center for Children (WSCC)

WSCC is a child advocacy center with the mission of reducing trauma of investigations of child sexual abuse and to promoting justice and healing. CDBG funds will be used for improvements to the existing WSCC building at 259 Grand Avenue, primarily for energy conservation. Improvements would include replacing the HVAC system and spraying high density foam over existing batts in the ceiling and wall areas for added insulation.



Need for Affordable Housing

Grand Junction Housing Authority (GJHA)

GJHA owns and operates the Walnut Park Apartments located at 2236 North 17th Street. The complex provides affordable housing for seniors. The units were built prior to the 1990 American with Disabilities Act (ADA) and, until recently, GJHA has been given waivers for the units. GJHA is now being required to make at least 10% of the units accessible. The current floorplan of the units is not conducive to remodeling to provide the accessibility so GJHA is proposing to add 14 units on the site that will meet the ADA requirements.



CDBG funds cannot be used to construct the new units themselves so CDBG funds will be used for eligible costs of site and infrastructure work to include rerouting underground utilities in the areas where the new units will be placed, demolition and site preparation and construction of parking areas for the anticipated new units.

Special Needs Populations and Other Human Service Needs

Homeward Bound of the Grand Valley

Homeward Bound operates the Community Homeless Shelter at 2853 North Avenue. CDBG funds will assist with purchase of a 12-15 passenger van that will be used to transport overflow shelter guests to churches in the community that provide shelter for the overflow persons.

St Mary's Hospital Senior Companion Program

Utilizing senior volunteers, the program provides weekly transportation services for elderly or disabled city residents who can no longer drive. Funding is for reimbursement for gas and mileage for 12 additional volunteers.

Economic Development

Housing Resources of Western Colorado

CDBG funds will be used to construct a new 2,000 square foot learning center on the grounds of the Garden Village Apartment complex that is owned and operated by Housing Resources. The learning center will be used as a community center for the residents of Garden Village as well as provide accessible office and classroom space for self improvement classes such as budgeting, financial management and homebuyer education. The classes may also be available to residents of other low-income housing complexes in Grand Junction. The classes and available equipment in the learning center would provide families with the tools they need to better educate themselves and graduate to more gainful employment and more independent living situations. This project most closely fits the criteria for a project that would be eligible for use of the City's stimulus funding (CDBG-R).



4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless

Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

RESPONSE: The City will receive \$344,439 from HUD for the 2009 Program Year, \$91,783 CDBG-R funds and will carry over \$110,000 of unspent funds from previous years. The City will not receive any other federal funding that will help address the needs identified in the Plan.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

RESPONSE: The Neighborhood Services Division of the Public Works and Planning Department administer the Grand Junction CDBG program.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

RESPONSE: The City held 8 formal consultations with representatives of various organizations, including many of those listed below, who met in committee and special focus groups to formulate the 2006 Five-Year Consolidated Plan. The Plan committee played a major role in identifying the needs of the low and moderate income persons in the Grand Junction area. Drafts of the planning document and portions of the plan were sent out electronically and in paper to committee members and others for review and feedback. Many organizations participated in the development of this Consolidated Plan including:

- Grand Junction Housing Authority
- Housing Resources of Western Colorado
- Grand Valley Catholic Outreach
- Mesa County Partners
- The Treehouse Center for Youth
- The Center for Independence
- School District 51
- WestCap
- St. Mary's Hospital
- The Grand Junction Economic Partnership
- The Business Incubator
- Colorado West Mental Health
- Hilltop Community Resources

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

RESPONSE: The City holds a public open house each year inviting local human service agencies to meet and discuss the needs within the community and to participate in the CDBG process. This annual meeting occurs in February of each year. The outreach includes to various minority entities in the community including the Latin Anglo Alliance and the Riverside Task Force.

Citizen Participation

1. Provide a summary of the citizen participation process.

RESPONSE: A meeting was held in February 2009 to educate and receive input from the public. Invitations were mailed to over 85 citizens and human service providers throughout the Grand Valley. Additionally, an advertisement was placed in the Grand Junction *Daily Sentinel* inviting citizens to attend and participate. On May 18, 2009 a public hearing before City Council was conducted to discuss funding for 2009 and determine which projects would be funded out of 13 formal applications received and reviewed by the City.

On June 17, 2009 City Council conducted a public hearing to seek public comment and consider adoption of the 2009 One Year Action Plan. A 30-day public review period occurred from June 8 to July 9, 2009. These opportunities for public input comply with the City's CDBG Citizen Participation Plan.

2. Provide a summary of citizen comments or views on the plan.

RESPONSE: *To be summarized upon comments received.*

3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.

RESPONSE: As previously stated, over 85 open house invitations were mailed to various organizations. The Hispanic/Latino Alliance, the Center for Independence, Mesa Developmental Services, Hilltop Community Resources, Audio Information Network and Senior Companions were among the many organizations that assist minorities and the disabled that were invited to the open house and to participate in the annual CDBG Program year process.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

RESPONSE: *To be summarized upon comments received.*

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

RESPONSE: The Neighborhood Services Division of the Public Works and Planning Department will continue to administer the CDBG program by following the City's Public Participation Plan and by

following the federal regulations that govern the program. In this role, the City will disburse CDBG funds, oversee their effective use and compliance with federal regulations, submit required reports to HUD including the Consolidated Annual Performance Evaluation Report (CAPER) and maintain performance data in the Integrated Disbursement and Information System (IDIS).

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

RESPONSE: The City of Grand Junction will use adequate and timely techniques to ensure the community development projects are compliant with CDBG requirements. This includes continued monitoring of sub-recipients for program objectives and outcomes and compliance with federal regulations such as environmental assessments. Labor standards will be adhered to when applicable. The City uses telephone, e-mail, mail and site visits to ensure program compliance. Performance measures will be determined and entered into HUD IDIS.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

RESPONSE: The number of cases of children with elevated levels of lead in their blood has dropped significantly over the last decade. In a 4-year period between 1996 and 1999 there were 165 children tested Mesa County and eleven were at levels greater than 10ug/dL. During a two year reporting period (2003-2004, 968 children were tested for lead and only 3 were at levels above 10ug/dL.

The City of Grand Junction will not be working with any CDBG-funded housing projects during the 2009 Program Year that will need to evaluate or reduce the number of housing units containing lead-based paint but the following activities will continue.

Actions to be Taken

- 1) Housing Resources of Western Colorado and the Grand Junction Housing Authority will continue to meet the requirements of the Federal Rule.
- 2) The City of Grand Junction will investigate, identify, coordinate and/or support additional efforts to address this potential health hazard. This includes complying with the Federal Rule as it applies to the expenditure of CDBG funds.
- 3) The Grand Junction Housing Authority will continue to provide information to residents concerning potential hazards of lead-based paint.

HOUSING

Specific Housing Objectives

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

RESPONSE: The *Grand Valley Housing Strategy* was released in April 2009. The *Strategy* is the product of a public-private initiative to create long-term, sustainable solutions for housing challenges in the Grand Valley. Grand Valley jurisdictions, in partnership with private and non-profit entities, are seeking to address barriers to housing investment, while also capitalizing on market opportunities and attending to product voids through development of a comprehensive housing strategy. The recommendations of the *Strategy* are to:

- Improve the process for developing housing projects
- Provide community outreach
- Maximize public and non-profit resources to leverage private investment
- Focus, monitor and adjust the strategy over time as conditions change

Early implementation steps of the *Grand Valley Housing Strategy* will occur during the 2009 Program Year. The City did not receive any applications for any housing projects for the 2009 Program Year. However, the City will be supporting the predevelopment costs for a housing project to be constructed by the Grand Junction Housing Authority at the Garden Village Apartments. The project will ultimately provide 14 new affordable living units for elderly, disabled seniors. Successful completion of this project will exceed the community goals set forth in 2006 Consolidated Plan for senior housing.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

RESPONSE: The City of Grand Junction has no public housing. The Grand Junction Housing Authority has 30 units of public housing which is addressed in the 5-Year Consolidated Plan. The City will not be spending any CDBG funds on public housing in 2009, other than to assist the Grand Junction Housing Authority with the eligible costs for the Walnut Park Apartments project as previously discussed.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

RESPONSE: In April of 2006 the City completed *An Analysis of Impediments to Fair Housing Choice* study to address this issue. The City minimized the amount of 2006 funding allocated to CDBG program administration and dedicated all remaining funding to affordable housing projects. Consequently, since those projects have been underway, there were no applications received for housing projects in 2008.

For the 2009 Program Year, the following actions will take place towards progress on the impediments identified in the 2006 study.

- Adoption of an updated Zoning and Development Code that removes some impediments to implementation
- Support construction of new housing and housing strategy implementation to address impediments to lack of affordable housing units

HOME/ American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.

- e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
- a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

RESPONSE: Not applicable to the City of Grand Junction

HOMELESS

Specific Homeless Prevention Elements

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describes how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

RESPONSE: The City will only receive CDBG funds that could be used to address homeless needs and to prevent homelessness. For the 2009 Program Year Action Plan, funds will be allocated to the following projects that will assist with or help prevent homelessness:

- Homeward Bound of the Grand Valley – Purchase 12-15 passenger van to transport overflow guests from the Community Homeless Shelter to local churches that will provide temporary accommodations.
- Housing Resources of Western Colorado – Garden Village Apartments Learning Center will provide for classes on financial management and home ownership that will help prevent persons and families from becoming homeless.

In addition, the City of Grand Junction is supportive of the community's homeless providers. The Colorado Coalition for the Homeless is responsible for the Balance of State Continuum of Care (CoC) for the Grand Junction Community. Grand Valley Catholic Outreach opened a 23-unit apartment complex in 2008 that will be used for permanent housing for the homeless. As such projects are completed; they are reported through the MHIS system by the Colorado Coalition for the Homeless as part of the 10-year plan to end chronic homelessness. Since CDBG funds are not being used for these projects, there will be no reporting through Grand Junction's Consolidated Plan. Obstacles include lack of sufficient CDBG funding to help fund these and other needed projects that help the homeless population of Grand Junction.

The City will also continue to support the various homeless providers with letters of support and letters of consistency with the Consolidated Plan as they compete for and request outside funding including other federal and state grants for homeless activities including prevention.

5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

RESPONSE: Local agencies in the community have their own discharge coordination policies. For example, Homeward Bound has policies in place to accommodate most people who are released from publicly funded institutions. The Grand Junction Community Homeless Shelter is available so that no one needs to be discharged to the streets. This would include persons discharged from correctional facilities, foster care, mental health facilities and health care facilities. For the vast majority of the persons in this situation, the GJCHS is a viable alternative to sleeping on the streets. For those discharged from health care facilities with need for follow-up care or a recuperation period, there is a policy allowing limited daytime shelter at the Grand Junction Community homeless shelter during periods of recovery. Other alternatives to homelessness for this population in Mesa County include the Freedom House, for formerly incarcerated persons, and the Rescue Mission.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

RESPONSE: Not applicable to the City of Grand Junction

COMMUNITY DEVELOPMENT

Community Development

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table, public facilities, public improvements, public services and economic development.

RESPONSE: The only specific non-housing community development need addressed in the Community Development Needs table is the need for child care services. The City is funding the Riverside Task Force for projects related to child education and day care needs. This project is described in detail on page 7 of this report.

The City of Grand Junction also supports a variety of community services and programs, many of which are eligible for CDBG funding. Such projects funded for the 2009 Program Year are:

- Mesa Developmental Services Office Remodel
- Western Slope Center for Children Remodel

These projects are described in detail on pages 7 and 8 of this report.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

RESPONSE: Through the use of long-term CDBG funding, the City anticipates funding many different non-housing community development activities as it has done in the past (refer to project listing on page 4 of this report). All such activities will meet the CDBG program's three objectives: 1) provide decent housing; 2) create a suitable living environment; and 3) create economic opportunities for low and moderate income persons.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

RESPONSE: Although the median household income has increased from \$52,015 in 2006 to \$55,212 in 2007, Mesa County poverty levels are still above the state average. According to the U.S. Census Bureau's American Community Survey, 13.4 percent of Mesa County residents lived below the poverty level in 2007 and 18.4 percent of Mesa County children were below the poverty level. The Colorado average for people below the poverty level was 11.8 percent in 2007, and 15.6 percent of Colorado children lived below the poverty line.

Actions to be taken during the 2009 Program Year to reduce the number of poverty level families include the following:

a) Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends including the following:

- Point in Time Homeless Survey
- Mesa County Human Services data
- School District 51 data including Free and Reduced Lunch statistics
- Grand Junction Housing Authority depth of poverty data

b) Continue Work on an Anti-Poverty Coalition

- Economic Development Partners and other stakeholders continue to work on issues and forming an Anti-Poverty Coalition. The Coalition would ultimately be responsible for implementing the Community's Anti-Poverty Strategy. Currently, a number of agencies and groups provide programs and services that improve poverty status including the Grand Valley Catholic Outreach, the Red Cross and the Grand Valley Interfaith Network.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.

RESPONSE: The City of Grand Junction will be funding the following project in the 2009 CDBG Program Year that will provide for non-homeless special needs including the elderly of the community. This project is described in greater detail on page 9 of this report.

- St. Mary's Hospital Foundation Senior Companion Program

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

RESPONSE: The City will not expend any other funds on these projects but is supportive of human service agencies that supply services to this population and will support them by providing letters of support and consistency with the Consolidated Plan when they apply for outside funding, including other HUD grants.

Housing Opportunities for People with AIDS

RESPONSE: No CDBG funds are being allocated for HOPWA in the 2009 Program Year. WestCAP will continue to be the local agency receiving HOPWA funding through DenverCAP and will continue to serve this population with existing programs. All HOPWA goals and programs are reported through

DenverCAP.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

RESPONSE: Not applicable to the City of Grand Junction

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
June 17, 2009**

Not yet available

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION ____-09

A RESOLUTION ADOPTING THE 2009 PROGRAM YEAR ACTION PLAN AS A PART OF THE CITY OF GRAND JUNCTION 2006 FIVE-YEAR CONSOLIDATED PLAN FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996 when Mesa County's population reached 100,000;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five-Year Consolidated Plan which serves as a federally-required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the planning process in developing the 2009 Program year Action Plan included an emphasis on Citizen Participation and interagency involvement;

WHEREAS, the 2006 Five-Year Consolidated Plan included a process of setting local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community that serve the low income and special needs populations; and

WHEREAS, the 2006 Five-Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies identified by the community that will be undertaken between 2006 and 2010.

Adopted this ____ day of ____, 2009.

President of City Council

City Clerk

Attach 2
Airport Improvement Program Grant for Ramp Rehabilitation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Federal Aviation Administration Airport Improvement Program Grant (AIP-38) at the Grand Junction Regional Airport. Supplemental Co-sponsorship Agreement		
File #			
Meeting Day, Date	June 15, 2009		
Placement on the Agenda	Consent	X	Individual
Date Prepared	May 27, 2009		
Author Name & Title	Eddie F. Storer, Construction Manager		
Presenter Name & Title	Eddie F. Storer, Assistant Airport Director		

Summary: AIP-38 is a small grant for the balance of the FAA's 2009 Entitlement funds for the Grand Junction Regional Airport and will be used to design only of the General Aviation Ramp Rehabilitation. The grant amount is \$673,403.00. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Budget: No funds are being requested of the City of Grand Junction.

Action Requested/Recommendation: Authorize the Mayor to sign the original FAA AIP-38 Grant Documents for design only of General Aviation Ramp Rehabilitation at the Grand Junction Regional Airport. Also, authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-38.

Attachments: 1. Grant Agreement for AIP-38
 2. Supplemental Co-sponsorship Agreement.

Background Information: The benefit of AIP-38 is to design only if the General Aviation Ramp Rehabilitation thereby using all of the Stimulus funds for the concrete ramp.

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: May 14, 2009
Airport: Grand Junction Regional
Project Number: 3-08-0027-38
Contract Number: DOT-FA09NM-1084
DUNS Number: 156135394

To: City of Grand Junction, the County of Mesa and the Grand Junction Regional Airport Authority, Colorado (herein called the "Sponsor")

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated March 23, 2009 for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

General Aviation Ramp Reconstruction (Design only).

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$673,403.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning
\$673,403.00 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 17, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 21, 2007, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.
13. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority, 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.
14. **TRAFFICKING IN PERSONS:**
 - a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

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

 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity” :
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager, Denver Airports District Office

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

COUNTY OF MESA, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY, COLORADO**

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2009, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-38 ("Project").

D. The FAA is willing to provide approximately \$673,403.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and

represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, 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 _____
John R. Stevens, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager

Attach 3
Airport Improvement Program Grant for Utility Relocation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Federal Aviation Administration Airport Improvement Program Grant (AIP-40) at the Grand Junction Regional Airport. Supplemental Co-sponsorship Agreement		
File #			
Meeting Day, Date	June 15, 2009		
Placement on the Agenda	Consent	X	Individual
Date Prepared	May 27, 2009		
Author Name & Title	Eddie F. Storer, Construction Manager		
Presenter Name & Title	Eddie F. Storer, Assistant Airport Director		

Summary: AIP-40 is a small grant for the balance of the FAA's 2009 Entitlement funds for the Grand Junction Regional Airport and will be used to partially fund utility relocation in the Cargo area. The grant amount is \$74,387.00. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Budget: No funds are being requested of the City of Grand Junction.

Action Requested/Recommendation: Authorize the Mayor to sign the original FAA AIP-40 Grant Documents for Cargo Ramp Utility Relocation at the Grand Junction Regional Airport. Also, authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-40.

- Attachments:**
1. Grant Agreement for AIP-40
 2. Supplemental Co-sponsorship Agreement.

Background Information: The benefit of AIP-40 is to relocate utilities in the Cargo Ramp Area in preparation for more fill dirt placement.

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: May 14, 2009
Airport: Grand Junction Regional
Project Number: 3-08-0027-40
Contract Number: DOT-FA09NM-1086
DUNS Number: 156135394

To: City of Grand Junction, the County of Mesa and the Grand Junction Regional Airport Authority, Colorado (herein called the "Sponsor")

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated April 23, 2009 for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

Cargo Ramp Utility Relocation (phase II).

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$74,387.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning
\$74,387.00 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 22, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 21, 2007, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.
12. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
13. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
14. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;

- c. may be increased by not more than 15 percent for land projects.
15. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority, 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.
 16. The Sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the engineering services contract, and that amount will not be paid to the Engineer until acceptable final project documentation is provided.
 17. **TRAFFICKING IN PERSONS:**
 - a. Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
 - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
 - c. Provisions applicable to any recipient.**
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager, Denver Airports District Office

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

COUNTY OF MESA, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 2009.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY, COLORADO**

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2009.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2009, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

B. 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.

C. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport").

D. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-40 ("Project").

F. The FAA is willing to provide approximately \$74,387.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

G. 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

3. 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.
4. 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:

(b) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(c) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and

represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, 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 _____
John R. Stevens, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager

Attach 4

**Revocation of a Revocable Permit Issued to Depot Preservation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
Subject9	Revocation of a Revocable Permit issued to The Depot Preservation and Restoration Company, LLC		
File #			
Meeting Day, Date	Wednesday, June17, 2009		
Placement on the Agenda	Consent		Individual X
Date Prepared	June 11, 2009		
Author Name & Title	Mary Lynn Kirsch, Paralegal		
Presenter Name & Title	John Shaver, City Attorney		

Summary: Staff met with Jim Leany, Manager and Registered Agent of The Depot Preservation and Restoration Company, LLC, and is presenting, by way of the attached draft resolution, Mr. Leany's request.

Mr. Leany is requesting that the revocable permit issued to The Depot Preservation & Restoration Company, LLC on August 20, 1997 be revoked and release him from obligations required under the permit. The revocable permit was initially issued to Mr. Leany to allow him to install, operate, maintain and repair the parking areas, sidewalk surfacing, historic lighting, barriers and landscaping around the historic train depot area and within City right-of-way.

Budget: NA

Action Requested/Recommendation: Mr. Leaney requests Council adopt the proposed Resolution revoking the revocable permit issued to The Depot Preservation and Restoration Company, LLC in 1997.

Attachments: Proposed Resolution

Background Information: Mr. Leany sold the Depot property in 2004 to the current owners and has no further interest in the building. He is requesting that he be released from further obligations under the permit to make improvements and maintain the Depot property specified in the permit.

RESOLUTION NO. _____ -09

A RESOLUTION REVOKING A REVOCABLE PERMIT ISSUED TO THE DEPOT PRESERVATION AND RESTORATION COMPANY, LLC IN AUGUST, 2007

Recitals:

The Grand Junction City Council, by the authority granted to them by Article XIV, Section 127 of the Grand Junction City Charter, issued a Revocable Permit to The Depot Preservation and Restoration Company, LLC on August 20, 1997. The Petitioner was James C. Leany, Manager and Registered Agent for the Company. The Petitioner planned to use the funds to upgrade the site, including streetscaping and landscaping activities. A revocable permit was granted for improvements in the City right-of-way.

Mr. Leany subsequently sold the Depot property in 2004 to the current owners, All Aboard, LLC and has no further interest in the property. He is requesting that the Revocable Permit issued to him in 2004 be revoked and relieve him of any further responsibility for property improvements.

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

Revocation of the Revocable Permit issued to The Depot Preservation and Restoration Company, LLC in 2004 is hereby granted. Mr. Leany, as Manager of the LLC is hereby relieved of his obligations under the permit.

PASSED AND APPROVED this ____ of _____, 2009.

President of the Council

ATTEST:

City Clerk

Attach 5
Purchase of Aggregate and Road Material in 2009
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Aggregate and Road Material in 2009 for Streets and Water Divisions		
File #			
Meeting Day, Date	Wednesday, June 17, 2009		
Placement on the Agenda	Consent		Individual <input checked="" type="checkbox"/>
Date Prepared	June 9, 2009		
Author Name & Title	Duane Hoff Jr., Buyer		
Presenter Name & Title	Terry Franklin, Deputy Director of Utilities and Streets Jay Valentine, Assistant Financial Operations Manager		

Summary: This approval request is for a contract award for the purchase of various sizes of aggregate and road materials for the City's Streets and Water Divisions for 2009.

Budget: The Streets Division has \$198,000 budgeted and the Water Division has \$15,000 budgeted.

Action Requested/Recommendation: Authorize the Purchasing Division to enter into a contract with White Water Building Materials and Grand Junction Concrete Pipe Co. to provide aggregate and road materials for the Streets Division, as well as a contract with Gary Rinderle Construction to provide aggregate for the Water Division, for a combined estimated amount of \$193,700.

Attachments: N/A

Background Information: Each year the City's Streets Division conducts repairs and maintenance of numerous streets and roads in its jurisdiction. The aggregate and road materials are used for chip sealing as well as providing a stronger longer lasting base on which to apply the chip seal process. This method of maintenance and repair not only extends the life of the existing road or street at a greatly reduced price compared with re-asphalting process, but also provides citizens and tourists safer roads. The Water Division also uses aggregate materials for numerous water and piping projects. A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, and sent to a source list of local contractors including the Western Colorado Contractors Association (WCCA)

and Associated Builders and Contractors (ABC). Six companies submitted a formal bid, which were found to be responsive and responsible, in the following amounts:

STREETS DIVISION

WATER DIVISION (Non

Delivered)

Company	¼" Chips	¾" Road Base	3/8" Chips		¾" Road Base	1 ½"-2" Base	1" Round Rock
Whitewater	\$19,260	\$5,640	\$168,750		\$3,200	\$6,200	\$4,050
M.A. Concrete	No Bid	\$6,600	No Bid		\$4,400	\$7,400	No Bid
G.J. Pipe	\$29,700	\$5,700	\$157,500		\$3,200	\$6,200	\$6,000
United Companies	No Bid	\$9,960	No Bid		\$3,600	\$7,000	No Bid
J & K Trucking	\$22,860	\$6,900	No Bid		No Bid	No Bid	No Bid
Gary Rinderle	No Bid	\$5,880	No Bid		\$2,520	\$4,880	\$3,900

LOW BID

Whitewater Building Materials Corp.
 Grand Junction Concrete Pipe Co.
 Gary Rinderle Construction

\$24,900
 \$157,500
 \$11,300