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**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET**

MONDAY, JULY 19, 2010, 7:00 P.M.

Call to Order

Pledge of Allegiance
Moment of Silence

Proclamations/Recognitions

Proclaiming July 24, 2010 as "Celebrate the Americans with Disabilities Act Day" in the City of Grand Junction

Appointments

Ratify Appointments to the Urban Trails Committee

Council Comments

Citizen Comments

City Manager's Report

Harvard Experience

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

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

Action: Approve the Minutes of the July 7, 2010 Regular Meeting

*****2. Notification of the Mesa County Clerk of the City's Possible Participation in the November 2, 2010 Election [Attach 8](#)**

In order for the City to have a question(s) on the November 2010 ballot that election would have to be coordinated. According to Article 7, *Conduct of Elections, Uniform Election Code*, one hundred days before the election the political subdivision shall notify the county clerk and recorder in writing. This Resolution serves to provide that notice.

Resolution No. 31-10 – A Resolution Concerning the 2010 General Election and Notification of the Mesa County Clerk of the City's Possible Participation in that Election

®Action: Adopt Resolution No. 31-10

Staff presentation: John Shaver, City Attorney

3. Federal Aviation Administration Airport Improvement Program Grant AIP-43 at the Grand Junction Regional Airport and Supplemental Co-sponsorship Agreement for Airport Improvements [Attach 2](#)

AIP-43 is a \$133,314.00 grant for the scoping for the Environmental Assessment Project associated with the construction of the new Runway 11/29 and the relocation of 27 ¼ Road due to the construction of the new runway at the Grand Junction Regional Airport. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-43 Grant Documents for Scoping of the Environmental Assessment for New Runway 11/29 and the Relocation of 27 ¼ Road at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-43

Presentation: Rex A. Tippetts, AAE, Director of Aviation

4. **Federal Aviation Administration Airport Improvement Program Grant AIP-44 at the Grand Junction Regional Airport and Supplemental Co-sponsorship Agreement for Airport Improvements** [Attach 3](#)

AIP-44 is a \$497,361.00 grant for the design of the southern Perimeter Fence which will replace all fence from 27 ¼ Road to north of the Speedway on the end of the Grand Junction Regional Airport. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-44 Grant Documents for the Design of the Southern Portion of the Grand Junction Regional Airport and Authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-44

Presentation: Rex A. Tippetts, AAE, Director of Aviation

5. **Amendment to Action Plan for 2009 Community Development Block Grant (CDBG) Program Year for Project within the 2009 CDBG Program Year** [File # CDBG-200905, 2009-09] [Attach 4](#)

Amend the City's Action Plan for CDBG Program Year 2009 to reallocate a portion of funds not expended from the Riverside Task Force Property Acquisition project to be used towards the Dual Immersion Academy Slope Stabilization and Landscaping project.

Action: Approve the Amendment to the City's CDBG Consolidated Plan 2009 Action Plan to Reflect the Reallocation of Funds from Project 2009-05, Riverside Task Force Property Acquisition, to Project CDBG 2009-09, Dual Immersion Academy Slope Stabilization and Landscaping Project

Staff presentation: Kathy Portner, Neighborhood Services Manager

6. **Setting a Hearing on the Mesa State College Right-of-Way Vacations** [File # VR-2010-068] [Attach 5](#)

Mesa State College is requesting to vacate portions of Texas, Elm, Houston and Bunting Avenues and associated alleys in anticipation of current and future building and parking lot expansions for the campus.

Proposed Ordinance Vacating Portions of Texas, Elm, Houston and Bunting Avenues and Associated Alley Rights-of-Way in the Mesa State College Area

Action: Introduce the Proposed Ordinance and Set a Hearing for August 2, 2010

Staff presentation: Scott D. Peterson, Senior Planner

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

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

7. **Public Hearing—Vacation of Right-of-Way in the Goose Downs Subdivision, Located at 359 29 5/8 Road** [File # PP-2008-245] [Attach 6](#)

A request to vacate a portion of 29 5/8 Road for the benefit of Goose Downs Subdivision, located at 359 29 5/8 Road to facilitate development of an irregularly shaped parcel.

Ordinance No. 4429—An Ordinance Vacating Right-of-Way for a Portion of 29 5/8 Road, at Goose Downs Subdivision Located at 359 29 5/8 Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4429

Staff presentation: Lori V. Bowers, Senior Planner

8. **Public Hearing—Proposed Amendment to the Sales and Use Tax Code Exempting Aircraft Parts from Sales Tax** [Attach 7](#)

This is an amendment to the Grand Junction Municipal Code concerning the exemption from sales tax of seller installed aircraft parts. This proposed amendment is recommended by the Council's Economic and Community Development Committee. The proposed ordinance amending the Code has a two year sunset clause at which time City Council will evaluate the effectiveness of the ordinance and may or may not extend the exemption.

Ordinance No. 4430—An Ordinance Amending Section 3.12.070 of Chapter 3 of the Grand Junction Municipal Code Concerning the Exemption from Sales Tax of Seller Installed Aircraft Parts

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4430

Staff presentation: John Shaver, City Attorney
Laurie Kadrich, City Manager
Jodi Romero, Financial Operations Manager

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

10. **Other Business**

11. **Adjournment**

Attach 1
Minutes of Previous Meeting

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

July 7, 2010

The City Council of the City of Grand Junction convened into regular session on the 7th day of July 2010 at 7:02 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Bruce Hill, Gregg Palmer, Bill Pitts, Sam Susuras, and Council President Teresa Coons. Councilmember Tom Kenyon was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Coons called the meeting to order. Councilmember Pitts led the Pledge of Allegiance followed by a moment of silence.

Recognition/Presentation

Presentation from 2010 Census Bureau Office – Sony Subia from the U.S. Census Bureau thanked the City Council for allowing the “Complete Count Committee” to be formed and congratulated the City on such an active Committee and such helpful Staff. The local office just finished the non-responsive household follow-up. He lauded the community’s participation. The Census will be delivered to the President on December 30, 2010. He thanked the City Council for their help and all the resources they provided.

Council President Coons inquired if there is an estimate of the participation percentage from the City. Mr. Subia said they are making some adjustments so the numbers are accurate but he feels Grand Junction will have a high level of participation.

Appointments

Councilmember Beckstein moved to ratify the appointment of Scott Aker as the Downtown Development Authority Representative to the Historic Preservation Board for

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

the remainder of a four year term expiring December 2012. Councilmember Palmer seconded the motion. Motion carried.

Councilmember Palmer moved to ratify the appointments of Daryl Becker, Susan Corle, Tim Hatten, Chris Launer, John Marshall, Janet Terry, and Pat Tucker to the Riverview Technology Corporation for three year terms expiring February 2013. Councilmember Hill seconded the motion. Motion carried.

Certificates of Appointment

Bill Keith was present to receive his Certificate of Reappointment and Scott Aker was present to receive his Certificate of Appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District.

Tawny Espinoza was present to receive her Certificate of Reappointment and Charles Bart Dickson and Scott Coleman were present to receive their Certificates of Appointment to the Parks and Recreation Advisory Board.

Council Comments

Council President Coons thanked the Parks and Recreation Department for the wonderful fireworks show and said she heard compliments about the entertainment within the stadium.

Citizen Comments

Milton "Tony" Long, 237 White Avenue #B, addressed the City Council regarding medical marijuana. He said there is a place for drugs for medical reasons. He is not opposed to use but he is opposed to abuse. He said there is a need to confirm those who are buying medical marijuana are using it for medical reasons. He thought a photo ID should be required to purchase medical marijuana.

CONSENT CALENDAR

Councilmember Susuras moved that the Consent Calendar Items #1 through #3, which he then read, be adopted. Councilmember Hill seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meeting

Action: Approve the Minutes of the June 14, 2010 Regular Meeting

2. **Setting a Hearing on the Vacation of Right-of-Way in the Goose Downs Subdivision, Located at 359 29^{5/8} Road** [File # PP-2008-245]

A request to vacate a portion of 29^{5/8} Road for the benefit of Goose Downs Subdivision, located at 359 29^{5/8} Road.

Proposed Ordinance Vacating Right-of-Way for a Portion of 29^{5/8} Road, at Goose Downs Subdivision Located at 359 29^{5/8} Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for July 19, 2010

3. **Setting a Hearing on Proposed Amendment to the Sales and Use Tax Code Exempting Aircraft Parts from Sales Tax**

This is an amendment to the Grand Junction Municipal Code concerning the exemption from sales tax of seller installed aircraft parts. This proposed amendment is subsequent to the request being considered by the Council's Economic and Community Development Committee in May and then full City Council at a workshop on June 14th. The proposed ordinance amending the Code does have a two year sunset clause at which time City Council will evaluate the effectiveness of the ordinance and may or may not extend the exemption.

Proposed Ordinance Amending Section 3.12.070 of Chapter 3 of the Grand Junction Municipal Code Concerning the Exemption from Sales Tax of Seller Installed Aircraft Parts

Action: Introduction of a Proposed Ordinance and Set a Hearing for July 19, 2010

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Watson Residence Expansion – 7th Street Historic District, Located at 417 N 7th Street [File #HDP-2010-069]

Consideration of approving a Construction Permit (Planning Clearance) for Tom and Melinda Watson, 417 N. 7th Street in accordance with the adopted 7th Street Historic Residential District Planned Residential Development Zoning District for a proposed single-family residence building expansion.

Scott D. Peterson, Senior Planner, presented this item. He read the provisions from the ordinance adopted in February relative to the 7th Street Historic District that applies to this application. He described the situation. The Watsons suffered a fire at their

residence and their intent is to reconstruct the home close to the original condition. Mr. Peterson then described the slight modifications proposed by the Watsons. The applicants were present to answer questions.

There were no questions from the City Council.

Councilmember Palmer moved to approve the issuance of a Construction Permit (Planning Clearance) for the proposed Watson Residence Building Expansion. Councilmember Susuras seconded the motion. Motion carried. Council President Coons noted that this item was the first test of the new ordinance.

Persigo Wastewater Treatment Plant UV Disinfection Equipment Purchase

This request is for the purchase of equipment for the Ultra Violet (UV) Disinfection System at the Persigo Wastewater Treatment Plant (WWTP). Based on previous process improvement evaluation studies at the WWTP, Staff has identified the need to move from final treatment of the waste stream using chlorine gas to an ultraviolet disinfection system to improve operation safety at the WWTP. This change will eliminate handling and storage of chlorine and sulfur dioxide gases and provide a system that is more reliable and will serve the WWTP well into the future.

Tim Moore, Public Works and Planning Director, described the project and the purpose. It is a multi-step project and he described how those steps have been taken. This request is to purchase the equipment for a lesser price than buying it with the installation. He described how this project meets the goals of the Comprehensive Plan. The change will eliminate a considerable risk with the use of chlorine to disinfect rather than benign ultraviolet light.

Mr. Moore described how the bidder was selected for recommendation. The budget included \$1 million for this project and it is now anticipated to be less. They will be hiring a contractor to install the system once the equipment is received.

Council President Coons asked when the installation will be complete. Mr. Moore said by the end of the year.

Councilmember Pitts moved to authorize the Purchasing Division to enter into a contract with Trojan Technologies, Inc. for the purchase of UV Disinfection Equipment for the Persigo WWTP UV Disinfection System Project in the amount of \$246,000. Councilmember Palmer seconded the motion. Motion carried.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:35 p.m.

Stephanie Tuin, MMC
City Clerk



Date: July 19, 2010
Author: Eddie F. Storer
Title/ Phone Ext: Construction
Manager, 248-8595
Proposed Schedule: July 19,
2010

Attach 2
Federal Aviation Administration Airport
Improvement Grant AIP-43

CITY COUNCIL AGENDA ITEM

Subject: Federal Aviation Administration Airport Improvement Program Grant AIP-43 at the Grand Junction Regional Airport and Supplemental Co-sponsorship Agreement for Airport Improvements
File # (if applicable):
Presenters Name & Title: Rex A. Tippetts, AAE, Director of Aviation

Executive Summary: AIP-43 is a \$133,314.00 grant for the scoping for the Environmental Assessment Project associated with the construction of the new Runway 11/29 and the relocation of 27 ¼ Road due to the construction of the new runway at the Grand Junction Regional Airport. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

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

This grant acceptance will support the Council’s **Goal # 9** by enhancing and maintaining the air transportation system within the region.

Action Requested/Recommendation: Authorize the Mayor and City Attorney to sign the original FAA AIP-43 Grant Documents for scoping of the Environmental Assessment for new Runway 11/29 and the Relocation of 27 ¼ Road at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-43.

*** Indicates Changed Item*
**** Indicates New Item*
® Requires Roll Call Vote

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Board or Committee Recommendation:

The Grand Junction Regional Airport Authority will accept AIP-43 at their July 20, 2010 meeting.

Financial Impact/Budget:

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

Legal issues:

Standard review by the City Attorney.

Other issues:

None.

Previously presented or discussed:

No

Background, Analysis and Options

The benefit of AIP-43 is to develop the scope of the Environmental Assessment for New Runway 11/29 and the relocation of 27 ¼ Road needed for construction begins.

Attachments:

1. Draft Grant Agreement for AIP-43.
2. Supplemental Co-sponsorship Agreement.
3. 2005 Sponsor Assurances (Latest Addition)

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:

Airport: Grand Junction Regional

Project Number: 3-08-0027-43

Contract Number: DOT-FA10NM-1068

DUNS #: 156135394

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

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated July XX, 2010 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:

Conduct Environmental Assessment for Replacement Runway 11/29 (Phase I),

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 \$133,314. 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:

\$133,314 for planning
\$-0- for airport development.

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 July 29, 2010, 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, who 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 February 26, 2010, 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. 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.
12. 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 and the City of Grand Junction entered into between the parties on September 23, 2009. 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.
13. 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.
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).

15. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
16. 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. 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.

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 Title 49, U.S.C., Subtitle VII, Part B, as amended 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 do 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 _____, 2010.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Representative)

Attest:

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do 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 _____, 2010.

COUNTY OF MESA, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do 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 _____, 2010.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2010, 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. 3-08-0027-43 ("Project").

D. The FAA is willing to provide approximately \$133,314.00 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 _____
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager

ASSURANCES
Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²

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

Executive Orders

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

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.**
 - a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

(1) Operating the airport's aeronautical facilities whenever required;

(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

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

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

39. Competitive Access.

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



Date: July 19, 2010
Author: Eddie F. Storer
Title/ Phone Ext: Construction
Manager248-8595
Proposed Schedule: July 19,
2010

Attach 3
Federal Aviation Administration Airport
Improvement Grant AIP-44

CITY COUNCIL AGENDA ITEM

Subject: Federal Aviation Administration Airport Improvement Program Grant AIP-44 at the Grand Junction Regional Airport and Supplemental Co-sponsorship Agreement for Airport Improvements
File # (if applicable):
Presenters Name & Title: Rex A. Tippetts, AAE, Director of Aviation

Executive Summary: AIP-44 is a \$497,361.00 grant for the design of the southern Perimeter Fence which will replace all fence from 27 ¼ Road to north of the Speedway on the end of the Grand Junction Regional Airport. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

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

This grant acceptance will support the Council’s **Goal # 9** by enhancing and maintaining the air transportation system within the region.

Action Requested/Recommendation: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-44 Grant Documents for the Design of the Southern Portion of the Grand Junction Regional Airport and Authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-44.

Board or Committee Recommendation:

- ** Indicates Changed Item
- *** Indicates New Item
- ® Requires Roll Call Vote

REVISED

The Grand Junction Regional Airport Authority will accept AIP-44 at their July 20, 2010 meeting.

Financial Impact/Budget:

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

Legal issues:

Standard review by the City Attorney.

Other issues:

None.

Previously presented or discussed:

No

Background, Analysis and Options

The benefit of AIP-44 is to start the enclosure of the Airport with higher fence and a better controlled gate system to provide for better safety and security of the Grand Junction Regional Airport.

Attachments:

4. Draft Grant Agreement for AIP-44.
5. Supplemental Co-sponsorship Agreement.
6. 2005 Sponsor Assurances (Latest Addition)

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:

Airport: Grand Junction Regional

Project Number: 3-08-0027-44

Contract Number: DOT-FA10NM-1069

DUNS #: 156135394

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

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated November 4, 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:

Install Perimeter Fencing (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 \$497,361. 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
\$497,361 for airport development.
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 July 29, 2010, 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, who 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 February 26, 2010, 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 and the City of Grand Junction entered into between the parties on September 23, 2009. 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. 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.

15. TRAFFICKING IN PERSONS:

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

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

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

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

c. Provisions applicable to any recipient.

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

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or 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 Title 49, U.S.C., Subtitle VII, Part B, as amended 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 do 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 _____, 2010.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do 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 _____, 2010.

COUNTY OF MESA, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do 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 _____, 2010.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

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 _____, 2010.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2010, 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. 3-08-0027-44 ("Project").

F. The FAA is willing to provide approximately \$497,361.00 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 _____
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager

ASSURANCES
Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²

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

Executive Orders

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

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.**
 - a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

39. Competitive Access.

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



Date: July 7, 2010
 Author: Kristen Ashbeck
 Title/ Phone Ext: Senior Planner
x1491
 Proposed Schedule:
July 19, 2010 Council Meeting

Attach 4
Amendments to Action Plan for 2009 CDBG Grant

CITY COUNCIL AGENDA ITEM

Subject: Amendment to Action Plan for 2009 Community Development Block Grant (CDBG) Program Year for Project within the 2009 CDBG Program Year
File # : CDBG 2009-05 and 2009-09
Presenters Name & Title: Kathy Portner, Neighborhood Services Manager

Executive Summary: Amend the City’s Action Plan for CDBG Program Year 2009 to reallocate a portion of funds not expended from the Riverside Task Force Property Acquisition project to be used towards the Dual Immersion Academy Slope Stabilization and Landscaping project.

How this item relates to the draft Comprehensive Plan Goals and Policies: The Dual Immersion Academy Slope Stabilization and Landscaping project funded through a 2009 CDBG grant implements steps towards the City’s Comprehensive Plan Goals listed below:

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development. The Dual Immersion Academy project will stabilize the slope behind the school and the Riverside Community Center and protect the buildings and grounds from erosion and flooding from runoff. In addition, the project will enhance the Grand Avenue/Riverside Parkway corridor in this area and provide a more attractive entrance into the Riverside Neighborhood at the intersection of Grand and West Avenues.

Goal 12: Goods and Services that Enhance a Healthy, Diverse Economy: The Dual Immersion Academy project will enhance our overall community and the lives of low and moderate income persons of this neighborhood.

*** Indicates Changed Item*
**** Indicates New Item*
 ® Requires Roll Call Vote

REVISED

Action Requested/Recommendation: Approve the Amendment to the City's CDBG Consolidated Plan 2009 Action Plan to Reflect the Reallocation of Funds from Project 2009-05, Riverside Task Force Property Acquisition, to Project CDBG 2009-09, Dual Immersion Academy Slope Stabilization and Landscaping Project.

Previously Presented or Discussed: City Council Workshop on April 19, 2010 and City Council hearings on May 17, 2010 and June 14, 2010.

Background, Analysis and Options:

Plan Amendment:

The City developed a Consolidated Plan and a 2009 Action Plan as part of the requirements for use of CDBG funds under its status as an entitlement city. The 2009 Action Plan included funding allocations for the Riverside Task Force and the Dual Immersion Academy projects. The proposed amendments to these projects are described below.

2009 ACTIVITIES AFFECTED

Project 2009-05. The 2009 Action Plan granted \$173,201 to the Riverside Task Force (RTF) to acquire an adjacent property, demolish the existing building and finish the site to be used as additional outdoor area/buffer and overflow parking for the Riverside Community Center campus at 552 West Main Street. RTF has acquired the property and is in the process of demolishing the building and finishing the site. We had already anticipated a conservative surplus of \$51,000 leftover from this project that was reallocated along with some other remaining funds with the 2010 CDBG projects. Most of the funds were allocated to the DIA Slope Stabilization project (\$34,471) and a portion of it was allocated to the Garden Village Learning Center project (\$20,000 – June 2, 2010 meeting). Now that the project is complete and RTF has requested its final CDBG drawdown, there is still a funding surplus of \$16,627.05.

Project 2009-09. As stated above, through the 2010 CDBG Program Year fund allocation, remaining funds from previous years were reallocated, including \$34,471 to the Dual Immersion Academy Slope Stabilization and Landscaping project. The Dual Immersion Academy in the Riverside Neighborhood is directly adjacent to the eastbound on ramp from Broadway/Grand Avenue to the Riverside Parkway. The steep side slope of the Parkway was not stabilized or finished with the Parkway project. Therefore, the slope is open to erosion and, during heavy rains and runoff the playground behind the school has been flooded. This project will stabilize the slope and provide some landscaping at the corner of West and Broadway/Grand Avenue to improve the drainage situation as well as beautify the site.

Staff is proposing that the final surplus funds from this project be reallocated to the Dual Immersion Academy project. The additional funds will ensure the slope project can provide a reasonable engineering/landscaping solution to the runoff/flooding concerns behind DIA and the project can be accomplished in a timely manner (possibly be completed before school starts in August 2010 if needed).

Financial Impact/Budget: 2009 CDBG Budget

Legal issues: None

Other issues: None

Attachments:

1. Dual Immersion Academy Slope Photograph
2. Amendment as Advertised for Public Comment

ATTACHMENT 1



CDBG 2009-09 DUAL IMMERSION ACADEMY
SLOPE STABILIZATION AND LANDSCAPING

ATTACHMENT 2 – Page 1/5

City of Grand Junction CDBG Entitlement Program
SUBSTANTIAL AMENDMENT TO THE ACTION PLAN
PROGRAM YEAR 2009
SECTION 91.220 : AMENDMENTS [91.105(a)(2)]

2009 ACTIVITIES AFFECTED

Project 2009-05. The 2009 Action Plan granted \$173,201 to the Riverside Task Force (RTF) to acquire an adjacent property, demolish the existing building and finish the site to be used as additional outdoor area/buffer and overflow parking for the Riverside Community Center campus at 552 West Main Street. RTF has acquired the property and is in the process of demolishing the building and finishing the site. This project has \$16,627 remaining in the budget after the acquisition, demolition and finish costs.

Project 2009-09. Another 2009 CDBG project, the Dual Immersion Academy Slope Stabilization and Landscaping project was granted \$34,471 in 2009 CDBG funding. The project is located behind the Dual Immersion Academy School in the Riverside Neighborhood. The DIA is directly adjacent to the eastbound on ramp from Broadway/Grand Avenue to the Riverside Parkway (see attached photographs). The steep slope of the Parkway has not been stabilized and is open to erosion. During heavy rains and runoff the playground behind the school has been flooded. CDBG funds will be used to stabilize the slope and provide some landscaping at the corner of West and Broadway/Grand Avenues. These improvements will protect the DIA and historic Riverside schools from flooding and improve the overall character of the neighborhood. This amendment proposes to add the remaining funds from the 2009-05 project to this project.

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 Plan for Program Year 2009 will be conducted July 19, 2010. Information will be presented regarding the change in use of funds for this project. A summary of this proposed amendment was published June 29, 2010 followed by a 30-day public comment period. A copy of the proposed amendment 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 Division, 250 North 5th Street, Grand Junction, CO 81501 by July 29, 2010.

NEW ACTIVITY BEING CONSIDERED FOR FUNDING

The Grand Junction City Council will consider the following amendment on July 19, 2010:

- 1) Amend projects 2009-05 Riverside Task Force Acquisition and 2009-09, Dual Immersion Academy Slope Stabilization and Landscape project to reallocate \$16,627 remaining unspent funds from the Riverside project to the Slope Stabilization project.

ATTACHMENT 2 – Page 2/5

USER PROJECT

ORIGINAL PROJECT 2009-05

Project Title Riverside Task Force (RTF)
Property Acquisition, Demolition and Site Finish

Description RTF will acquire at least one adjacent property, demolish the existing structure and finish the site in order to expand the community center campus.

Project ID --
Local ID 2009-05

Activity Acquisition/Capital Construction

Funding

Community Development (CDBG)	\$122,201
Homeless (ESG)	\$ 0
Housing (HOME)	\$ 0
HIV/AIDS (HOPWA)	\$ 0
Other Funding	\$ 0
TOTAL	\$122,201

Prior Funding \$ 0

Eligibility

Type of Recipient Private Non-Profit

Performance Acquire property and complete demolition and site finish

Location Type Address

552 West Main Street

ATTACHMENT 2 – Page 3/5

USER PROJECT

AMENDED PROJECT 2009-05

Project Title Riverside Task Force (RTF)
Property Acquisition, Demolition and Site Finish

Description RTF will acquire one adjacent property, demolish the existing structure and finish the site in order to expand the community center campus.

Project ID --
Local ID 2009-05

Activity Acquisition/Capital Construction

Funding
Community Development (CDBG) \$105,573.95
Homeless (ESG) \$ 0
Housing (HOME) \$ 0
HIV/AIDS (HOPWA) \$ 0
Other Funding \$ 0
TOTAL \$105,573.95

Prior Funding \$ 0

Eligibility
Type of Recipient Private Non-Profit

Performance Acquire property and complete demolition and site finish

Location Type Address
552 West Main Street

ATTACHMENT 2 – Page 4/5

USER PROJECT

ORIGINAL PROJECT 2009-09

Project Title Dual Immersion Academy Slope Stabilization and Landscaping

Description Construct a retaining wall and landscaping improvements in the right-of-way adjacent to the Dual Immersion Academy school to eliminate erosion and flooding of school grounds and enhance the entryway into the Riverside Neighborhood

Project ID --

Local ID 2009-09

Activity Acquisition/Capital Construction

Funding

Community Development (CDBG) \$34,417

Homeless (ESG) \$ 0

Housing (HOME) \$ 0

HIV/AIDS (HOPWA) \$ 0

Other Funding \$ 0

TOTAL \$34,417

Prior Funding \$ 0

Eligibility

Type of Recipient Private Non-Profit

Performance Complete right-of-way improvements

Location Type Address

Grand Avenue and West Avenue Intersection

ATTACHMENT 2 – Page 5/5

USER PROJECT

AMENDED PROJECT 2009-09

Project Title Dual Immersion Academy Slope Stabilization and Landscaping

Description Construct a retaining wall and landscaping improvements in the right-of-way adjacent to the Dual Immersion Academy school to eliminate erosion and flooding of school grounds and enhance the entryway into the Riverside Neighborhood

Project ID --

Local ID 2009-09

Activity Acquisition/Capital Construction

Funding

Community Development (CDBG) \$51,098

Homeless (ESG) \$ 0

Housing (HOME) \$ 0

HIV/AIDS (HOPWA) \$ 0

Other Funding \$ 0

TOTAL \$51,098

Prior Funding \$ 0

Eligibility

Type of Recipient Private Non-Profit

Performance Complete right-of-way improvements

Location Type Address

Grand Avenue and West Avenue Intersection



Date: July 8, 2010
 Author: Scott D. Peterson
 Title/ Phone Ext: Senior Planner/1447
 Proposed Schedule: 1st Reading, Monday, July 19, 2010
 2nd Reading: Monday, August 2, 2010

Attach 5
Setting a Hearing on the Mesa State College ROW Vacations

CITY COUNCIL AGENDA ITEM

Subject: Mesa State College Right-of-Way Vacations
File #: VR-2010-068
Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Mesa State College is requesting to vacate portions of Texas, Elm, Houston and Bunting Avenues and associated alleys in anticipation of current and future building and parking lot expansions for the campus.

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

By vacating the existing rights-of-way, it will allow Mesa State College to continue to grow the main campus at its current location within the central city and also support the planned westward growth of the College as identified in the Mesa State College Facilities Master Plan.

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

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Action Requested/Recommendation:

*** Indicates Changed Item*
**** Indicates New Item*
 ® Requires Roll Call Vote

REVISED

Introduce the Proposed Ordinance and Set a Hearing for August 2, 2010.

Board or Committee Recommendation:

Planning Commission will consider this item at their July 13, 2010 meeting.

Background, Analysis and Options:

Please see the attached Staff Report.

Financial Impact/Budget:

N/A.

Legal issues:

The Ordinance will be conditioned upon the reservation and grant of temporary easements that the City Manager or the City Manager's designee determines to be satisfactory for the continued utility infrastructure and necessary public access.

Other issues:

No other issues.

Previously presented or discussed:

Has not been presented or discussed previously.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan / City Zoning Map
Mesa State Overview and Ownership Map
Proposed Ordinance

BACKGROUND INFORMATION					
Location:		Texas, Elm, Houston and Bunting Avenue areas near Mesa State College			
Applicants:		Mesa State College			
Existing Land Use:		City street and alley rights-of-way			
Proposed Land Use:		Mesa State College building and parking lot expansions			
Surrounding Land Use:	North	Mesa State College properties			
	South	Mesa State College properties			
	East	Mesa State College properties			
	West	Single-family residential			
Existing Zoning:		R-8, (Residential – 8 du/ac)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	CSR, (Community Services and Recreation)			
	South	R-8, (Residential – 8 du/ac) and CSR, (Community Services and Recreation)			
	East	CSR, (Community Services and Recreation)			
	West	R-8, (Residential – 8 du/ac)			
Future Land Use Designation:		Business Park MU			
Zoning within density range?		X	Yes		No

ANALYSIS

1. Background:

The applicant, Mesa State College, wishes to vacate portions of Texas, Elm, Houston and Bunting Avenues and associated alleys all located east of Cannell Avenue in anticipation of current and future building and parking lot expansions for the campus.

With the vacation of the right-of-way requested, the City of Grand Junction (“City”) shall reserve Utility and Public Access Easements. These easements shall be temporary. Much of the right-of-way requested to be vacated includes utility infrastructure and provides public access. As part of the Mesa State College Master Plan, much of the utilities infrastructure will be relocated. The applicant has agreed that upon the City

approving and agreeing to the final location of the utilities, permanent utility easements shall be granted to the City and the portion of the temporary utility easements reserved that are no longer needed by the City shall be released and/or vacated after relocation of the utilities.

Presently there are nine (9) remaining parcels of land that are held by private individuals (five of the parcels are owned by one owner) located within the area of the vacation requests. (See the attached Mesa State Overview and Ownership Map.) Seven of these parcels are being impacted by the present construction currently underway at the campus. Mesa State College is requesting that portions of the right-of-way not be reserved as temporary public access easements due to this construction and expected use of the property. In return, the Applicant shall provide to the City two (2) separate temporary public access easements across its property to serve the public, including the parcels being impacted. A condition of the vacation of the right-of-way includes the release of these temporary public access easements with the grant of temporary public access easements that are determined acceptable by the City Manager in location, construction, and condition of the access ways.

2. Section 21.02.100 of the Zoning and Development Code:

The vacation of the right-of-way shall conform to the following:

- a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

Granting the request to vacate the existing street portions and alley portions does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City. Utility and public access easements will be retained to allow for the continuation of general traffic circulation and existing utilities.

- b. No parcel shall be landlocked as a result of the vacation.

No parcel will be landlocked as a result of these vacations. Access easements shall be reserved and Applicant shall provide additional access easements as needed.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will not be restricted as access easements shall be reserved and additional access easements granted by the Applicant.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services

provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the vacation requests.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code (“GJMC”).

With the reserved easements and the grant of additional easements, the provision of adequate public facilities and services will not be inhibited to any property as required in Chapter 21.06 of the GJMC. No adverse comments were received from the utility review agencies during the staff review process.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not change as a result of the proposed vacations as easements will be reserved and additional access easements shall be granted by the approved City Ordinance.

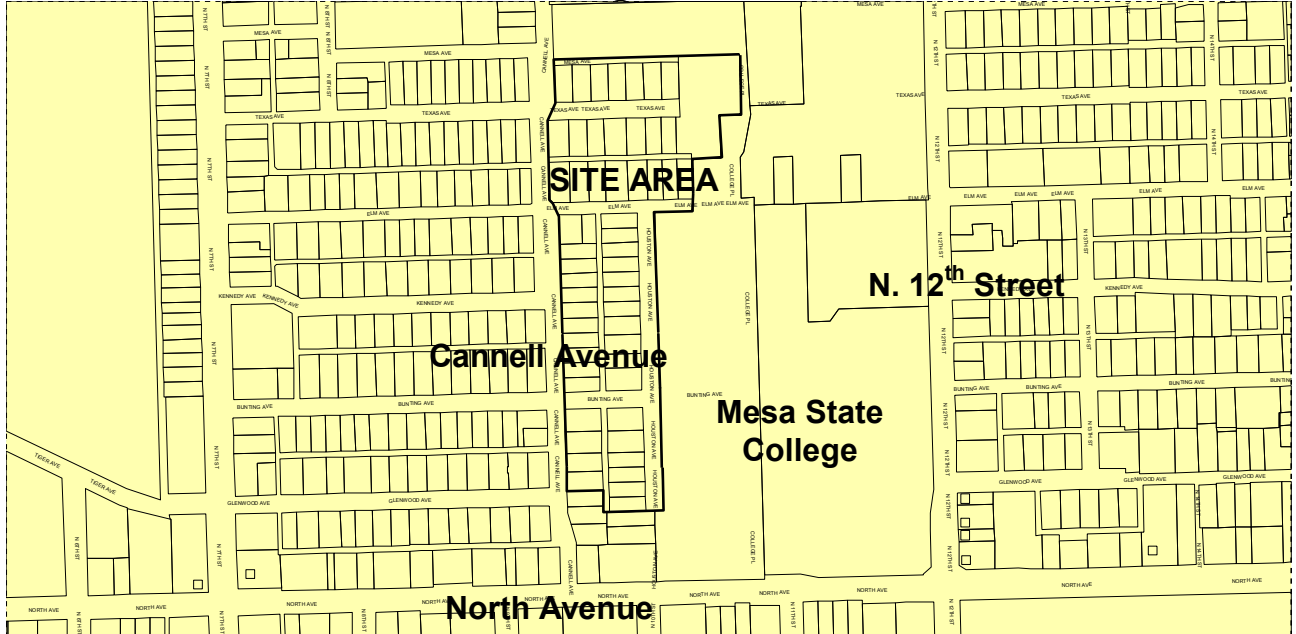
FINDINGS OF FACT/CONCLUSIONS AND CONDITIONS:

After reviewing the Mesa State College application, VR-2010-068 for the vacation of public rights-of-way, I make the following findings of fact, conclusions and conditions:

1. The requested vacation is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.100 (c) of the Grand Junction Municipal Code have all been met.
3. Approval of the street and alley vacation requests is conditioned upon the reservation and grant of temporary easements that the City Manager determines to be satisfactory for the continued utility infrastructure and necessary public access for the area being vacated.

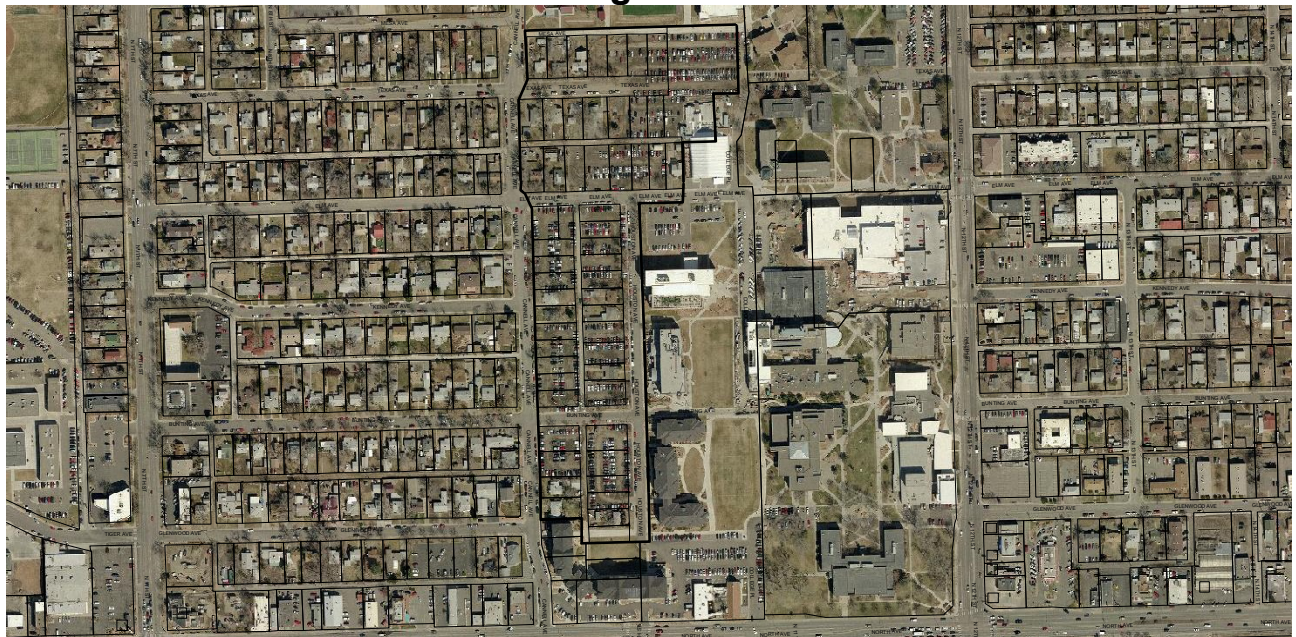
Site Location Map

Figure 1



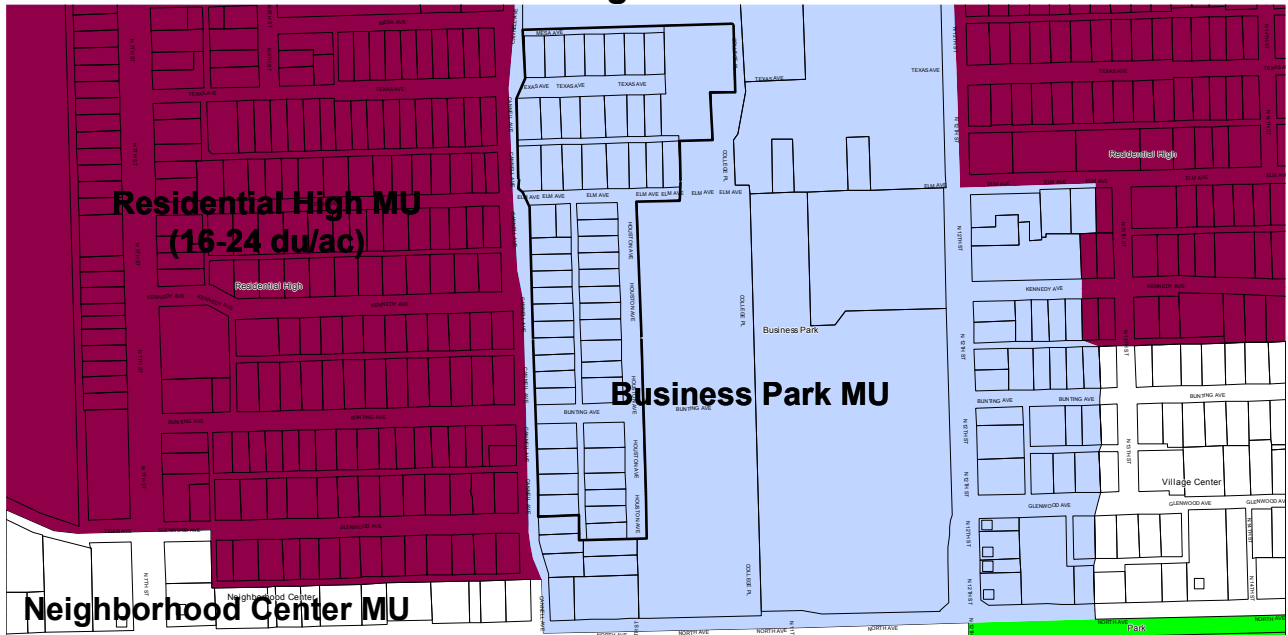
Aerial Photo Map

Figure 2



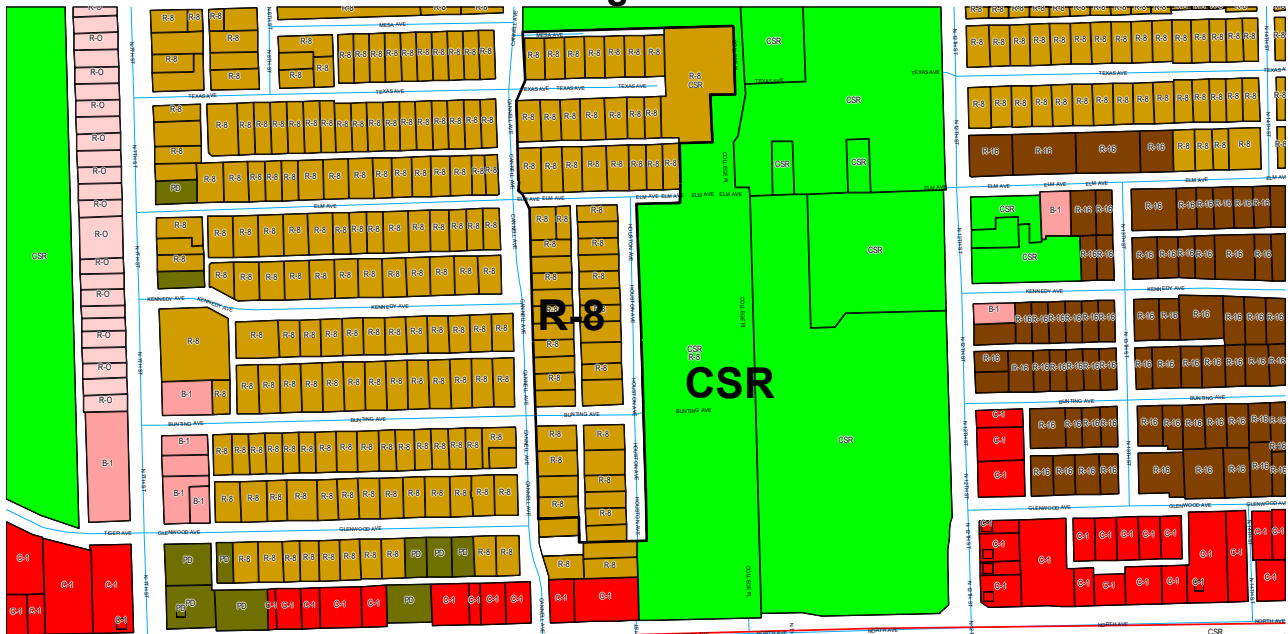
Comprehensive Plan

Figure 3



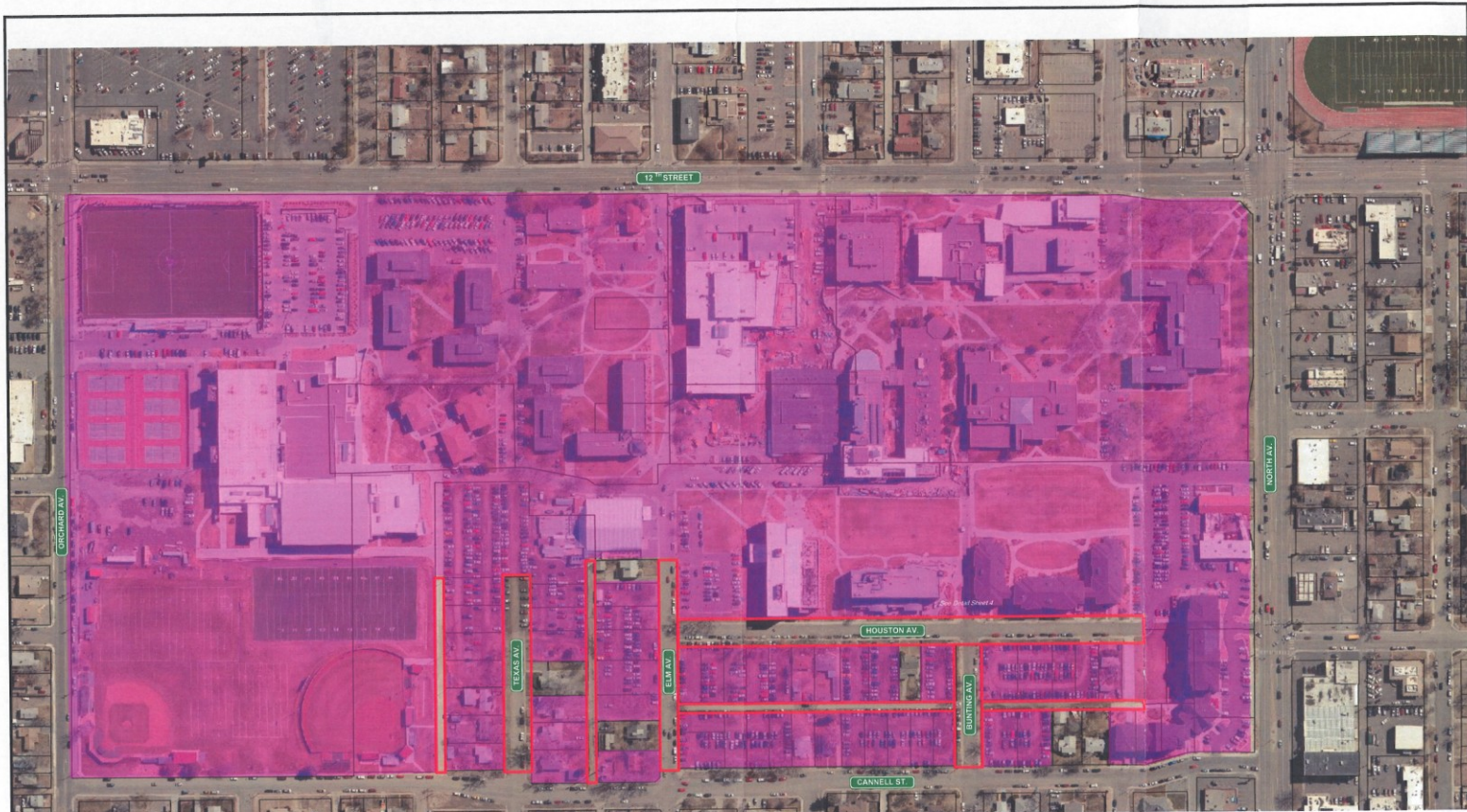
Existing City Zoning

Figure 4



*** Indicates Changed Item*
**** Indicates New Item*
® Requires Roll Call Vote

REVISED



PROPOSED ALLEY & STREET VACATIONS
 MESA STATE COLLEGE PROPERTY (2010 AIR PHOTO)

REV#	REVISIONS

Date: May, 2010
 Scale: 1" = 300.0'
 Author: Marshall
 Pl. No.:


THOMAS A. LOGUE
 LAND DEVELOPMENT CONSULTANT
 537 Fourwood Drive, Grand Junction, Colorado 81501
 970-248-8215

Prepared For:
MESA STATE COLLEGE
 1100 NORTH AVENUE
 GRAND JUNCTION, CO 81501
 970-248-1488

STREETS AND ALLEYS VACATION
 GRAND JUNCTION, COLORADO

OVERVIEW and OWNERSHIP MAP
 (2010 Air Photo)

SHEET
1
 OF 2 SHEETS

CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING PORTIONS OF TEXAS, ELM, HOUSTON AND
BUNTING AVENUES AND ASSOCIATED ALLEY RIGHTS-OF-WAY
IN THE MESA STATE COLLEGE AREA**

RECITALS:

Mesa State College has requested the vacation of street and alley rights-of-way in the Mesa State College area to allow for expansion of the campus, in accordance with the 1999 Facilities Master Plan. The vacated rights-of-way shall be reserved as Utility and Public Access Easement to allow for the adequate circulation of through traffic and accessibility to non-Mesa State owned property and also utilities. Only asphalt or other surface treatment will be allowed within said Utility and Public Access Easements. Other surface treatment shall be subject to review and approval by the City of Grand Junction.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Chapter 21.02.100 of the Zoning and Development Code with the conditions of approval including the reservation and granting of the Utility and Public Access Easements as described with this ordinance.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met with the conditions of approval, and recommends that the vacation be conditionally approved.

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

The following described dedicated rights-of-way are hereby vacated subject to the listed conditions:

The public Streets and Alleys situate within the SE ¼ of Section 11, Township One South, Range One West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as follows:

1. All of the east-west alley in Block 6, Garfield Park Subdivision, Reception No. 444756

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

2. All of Texas Avenue lying west of Elam II Subdivision, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 2455622, to the east of the most easterly right-of-way line of Cannell Avenue as it abuts Texas Avenue.
3. All of the east-west alley in South Garfield Park Subdivision, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 539508
4. All of Elm Avenue lying east of the most easterly right-of-way line of Cannell Avenue as it abuts Elm Avenue and west of Elam II Subdivision, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 2455622
5. All of Houston Avenue that remains from the dedication of Houston Avenue on the McMullin-Gormley Sub-division plat, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 349926 after the right-of-way vacation of Houston Avenue in Ordinance No. 4252.
6. All of the north-south alley in Block 2, McMullin-Gormley Sub-division, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 349926
7. All of the north-south alley in Block 3, McMullin-Gormley Sub-division, as recorded in the records of the Mesa County Clerk & Recorder at Reception No. 349926, remaining after the right-of-way vacation of a portion of the same alley in Ordinance No. 4252.
8. All of Bunting Avenue lying east of the east right-of-way line of Cannell Avenue and west of the east right-of-way line of Houston Avenue

The identified rights-of-way as shown on "Exhibit A" as part of this vacation description.

Temporary utility easements are hereby reserved by the City of Grand Junction on, along, over, under, through and across the areas of the right-of-ways to be vacated for the benefit of the public for the use of City-approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

Temporary access easements are hereby reserved by the City of Grand Junction on, along, over, under though and across the areas of the right-of-ways to be vacated for installing, maintaining and repairing an access way for vehicular and pedestrian ingress and egress for the benefit of the public.

The easements are reserved as temporary easements as it is understood that the easements are needed for the utilities presently in the right-of-way and for access of the

public. It is expected that some utilities will be relocated or removed with the changes and improvements being made to the Mesa State College campus. Mesa State College will work with the City and the appropriate public utility agencies to determine the final location of the utilities and the relocation of the utilities. Once the utilities have been relocated or it is determined that the utility infrastructure need not be moved to the satisfaction of the City Manager or the City Manager's designee, Mesa State College may grant new permanent utility easements for the new locations as required by the City Manager. Upon the City's acceptance of these utility easements, the City Manager may release all interests in the Temporary Utility Easements pursuant to Section 21.02.100(d)(3) of the Grand Junction Municipal Code. In accordance with the same section, the City Manager may release any and/or all interest in a temporary public access easement included herein if it is determined that the access is no longer needed.

Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.

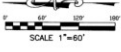
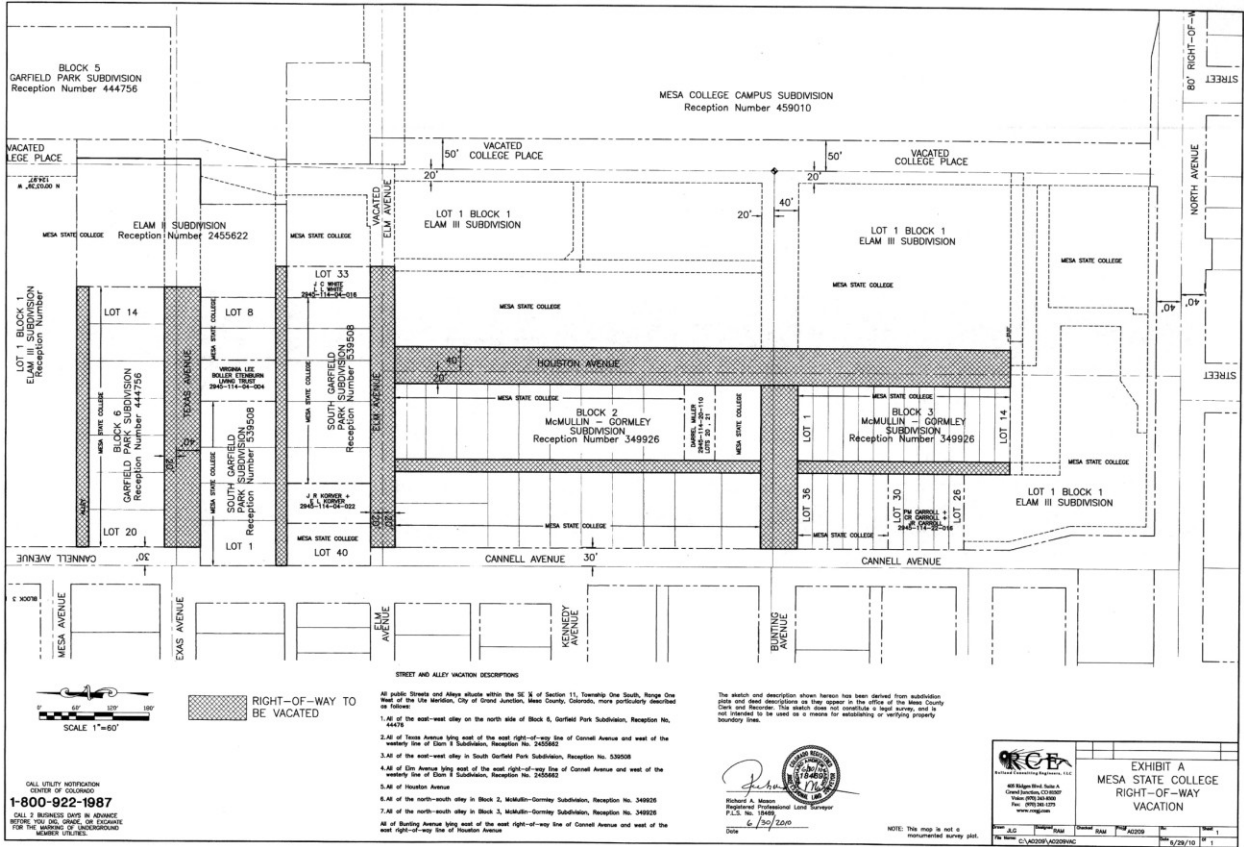
Introduced for first reading on this _____ day of _____, 2010.

PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk



RIGHT-OF-WAY TO BE VACATED

STREET AND ALLEY VACATION DESCRIPTIONS

All public streets and alleys within the SE 1/4 of Section 11, Township One South, Range One West of the 1st Meridian, City of Grand Junction, Ines County, Colorado, more particularly described as follows:

1. All of the east-west alley on the north side of Block 5, Garfield Park Subdivision, Reception No. 444756
2. All of Texas Avenue lying east of the east right-of-way line of Cannell Avenue and west of the westerly line of Elan 1 Subdivision, Reception No. 2455622
3. All of the east-west alley in South Garfield Park Subdivision, Reception No. 539508
4. All of One Avenue lying east of the east right-of-way line of Cannell Avenue and west of the westerly line of Elan 1 Subdivision, Reception No. 2455622
5. All of Houston Avenue
6. All of the north-south alley in Block 2, McMullin-Gormley Subdivision, Reception No. 349926
7. All of the north-south alley in Block 3, McMullin-Gormley Subdivision, Reception No. 349926
8. All of Burning Avenue lying east of the east right-of-way line of Cannell Avenue and west of the west right-of-way line of Houston Avenue

The match and description shown herein has been derived from subdivision plans and deed descriptions on file upon in the office of the Mesa County Clerk and Recorder. This match does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

Richard A. Mason
 Professional Engineer License
 P.E. No. 17662
 6/30/2010

Richard C. Edwards
 Licensed Professional Engineer
 License No. 10793
 11/15/2009

EXHIBIT A
MESA STATE COLLEGE
RIGHT-OF-WAY
VACATION

NOTE: This map is not a monumented survey plat.
 Date: 6/29/10

CALL UTILITY INTERFERENCE
 CENTER OF COLORADO
1-800-922-1987
 CALL A BUSINESS DAY TO ADVANCE
 BEFORE YOU DIG, DRINK, OR ENGINEER
 FOR THE SAFETY OF COLORADO
 MEMBER UTILITIES



Date: July 9, 2010
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: 1st Reading, July 7, 2010
 2nd Reading: July 19, 2010

Attach 6
Public Hearing Vacation of ROW in the Goose Downs Subdivision Located at 359 29 5/8 Road

CITY COUNCIL AGENDA ITEM

Subject: Vacation of Right-of-Way - Goose Downs Subdivision Located at 359 29 5/8 Road
File # : PP-2008-245
Presenters Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to vacate a portion of 29 5/8 Road for the benefit of Goose Downs Subdivision, located at 359 29 5/8 Road to facilitate development of an irregularly shaped parcel.

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

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

By vacating the requested portion of the subject right-of-way, future development of the irregularly shaped parcel will be enhanced for a more uniformly shaped subdivision, in conformance with other plans such as the Pear Park Plan and the Grand Valley Circulation Plan.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of the Proposed Ordinance to Vacate a Portion of 29 5/8 Road.

Board or Committee Recommendation:

At the June 8, 2010 meeting, the Planning Commission forwarded a conditioned recommendation of approval. The condition being that the developer shall dedicate

*** Indicates Changed Item*
**** Indicates New Item*
 ® Requires Roll Call Vote

REVISED

and construct sufficient new access prior to the recording of the ordinance vacating 29 ⁵/₈ Road. The Planning Commission felt that this item was non-controversial in nature and was placed on the Consent Agenda.

Background, Analysis and Options:

Please see the attached Staff Report.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

The applicant's request for vacation of the subject right-of-way is conditioned upon the dedication and construction of sufficient new access prior to the recording of the ordinance vacating 29 ⁵/₈ Road.

Previously presented or discussed:

This item was discussed by the Planning Commission on June 8, 2010; first reading of the Ordinance was July 7, 2010.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing City and County Zoning Map
Blended Residential Map / Right-of-Way to be Vacated
Preliminary Subdivision Plan
Ordinance

BACKGROUND INFORMATION					
Location:		359 29- ⁵ / ₈ Road			
Applicants:		Terry DeHerrera, owner; Ciavonne Roberts and Assoc. c/o Keith Ehlers, representative.			
Existing Land Use:		Single family residential			
Proposed Land Use:		53 lot single-family residential subdivision			
Surrounding Land Use:	North	Vacant land			
	South	Agricultural			
	East	Single-family residential on large lots over 1 acre			
	West	Beswick Drain and gravel excavation			
Existing Zoning:		R-4 (Residential, 4 units per acre)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	R-8 (Residential 8 du/ac) and County RSF-R (Residential Single Family Rural)			
	South	County RSF-R (Residential Single Family Rural)			
	East	County RSF-R (Residential Single Family Rural)			
	West	R-R (Residential Rural 1 du/ac)			
Growth Plan Designation:		Residential Medium Low (2 – 4 du/ac)			
Zoning within density range?		X	Yes		No

ANALYSIS

1. Background

The property was annexed into the City in February, 2008 as the DeHerrera Annexation. Upon annexation into the City the property was zoned R-4 (Residential – 4 units per acre). This application was reviewed under the 2000 Zoning and Development Code, which was in place at the time the application was submitted.

The proposed subdivision is bounded on the north by C ³/₄ Road; on the west by the Beswick Drain, which is the future alignment of 29 ¹/₂ Road; on the south by what is the alignment for C ¹/₂ Road; and on the east by 29 ⁵/₈ Road. It is the curved, northern most portion of 29 ⁵/₈ Road that is requested to be vacated.

Some additional improvements will be made to 29 ¹/₂ Road to ensure there is adequate asphalt width to access the primary entrance obtained from C ³/₄ Road, which will be constructed by the developer at the end of 29 ¹/₂ Road. Via Sydney Way and Maria Street, Karel Drive will extend eastward for future access to 29 ⁵/₈ Road. The existing curved road right-of-way for 29 ⁵/₈ Road (the subject area to be vacated), will be incorporated into Lots 1 through 12 and Tract E of the proposed Goose Downs Subdivision. A waiver and Quit Claim has been prepared and signed by the owners of the smaller parcel owned by the Downs' stating that they have no claim to the vacated

portion of 29 5/8 Road. It is developer's intent to utilize the entire curved portion of 29 5/8 right-of-way for the development of these future lots.

The curved portion of 29 5/8 Road was dedicated as right-of-way when Mr. DeHerrera split a small parcel off to sell to the owners of 374 29 5/8 Road (Downs). The County required the dedication to maintain access to properties to the south and east. This created a natural separation for the land split. This section of roadway does not follow the Grand Valley Circulation Plan or the Pear Park Plan. Dedicated right-of-way surrounds the triangularly shaped Downs parcel on all three sides, none of which has been constructed. By vacating this portion of 29 5/8 Road, it will improve the Downs property by not being surrounding on all three sides by dedicated (yet not constructed) right-of-way.

If approved, the vacation of this portion of right-of-way will not become effective until the Final Plat for Phase 1 of the subdivision is recorded and an alternative access to adjacent / nearby properties is provided by the developer. The timing of the road construction, the vacation of the 29 5/8 Road, and the recording of Phase 1 of the subdivision, is critical because several properties to the east currently utilize and rely upon this portion of 29 5/8 Road to access their property.

Section 2.11.C of the Zoning and Development Code

The vacation of a portion of 29 5/8 Road right-of-way shall conform to the following:

- g. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The Comprehensive Plan's Goal 9, which is to "Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources." is met, as it helps to implement the Grand Valley Circulation Plan and the Pear Park neighborhood Plan. By vacating the curved portion of 29 5/8 Road, and dedicating new right-of-way in a more prudent location, will help bring the site into conformance with these Plans and policies of the City.

- h. No parcel shall be landlocked as a result of the vacation.

With the dedication and construction of additional right-of-way as required by the City and as proposed by the developer, no parcel will be landlocked as a result of the right-of-way vacation.

- i. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will not be restricted to any of the affected property owners as the developer will be required to construct sufficient new access prior to vacating 29 5/8 Road. It is conditioned within the Ordinance approving the vacation that the new right-of-way construction will be completed prior to

the recording of the Ordinance vacating that portion of 29 5/8 Road, which will be prior to the Final Plat for Phase 1 being recorded.

- j. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

The partial vacation of 29 5/8 Road will not affect the health, safety and/or welfare of the community. All public facilities and services will continue to be provided to all properties.

- k. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

Adequate public facilities and services will not be inhibited to any property by the vacation of the right-of-way. All services should be accessible during construction of the new access to 29 5/8 Road

- l. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The newly constructed right-of-way will be built to City standards, and inspected prior to the City's acceptance; therefore reducing future maintenance costs. Pedestrian circulation will be improved as sidewalks will be installed, and the new right-of-way and alignment of 29 5/8 Road will comply with the Grand Valley Circulation Plan and the Pear Park Plan.

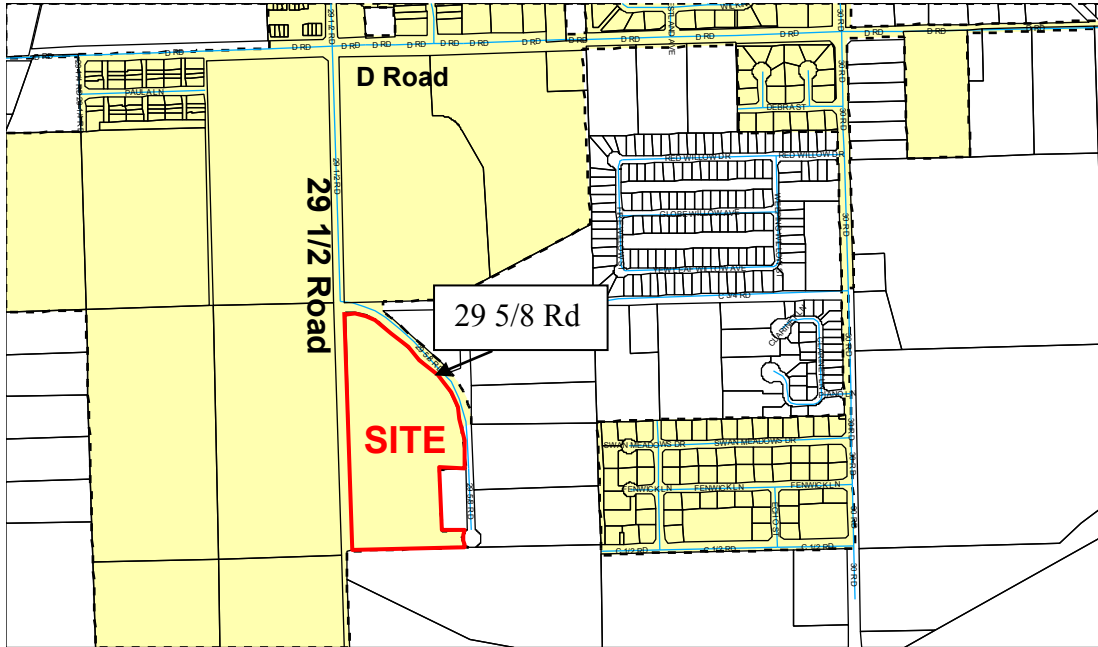
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwards a recommendation of approval of the requested right-of-way vacation, conditioned upon the dedication and construction of sufficient new access prior to the recording of the ordinance vacating 29 5/8 Road.

Site Location Map

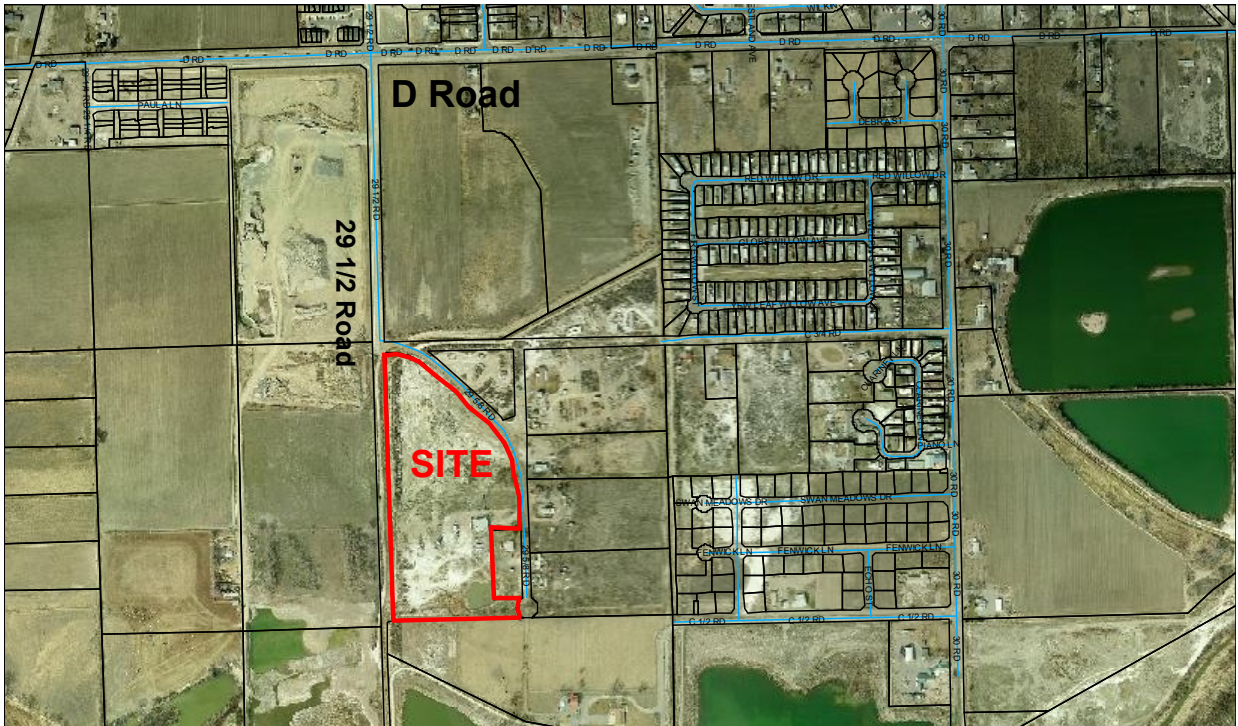
359 29 5/8 Road

City Limits



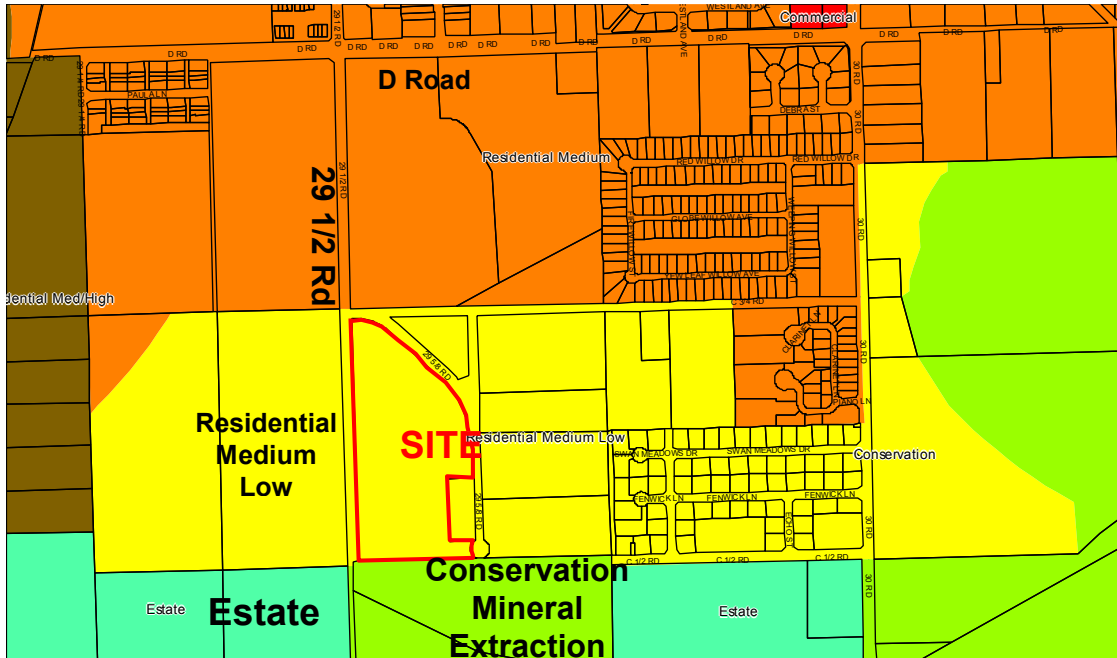
Aerial Photo Map

359 29 5/8 Road



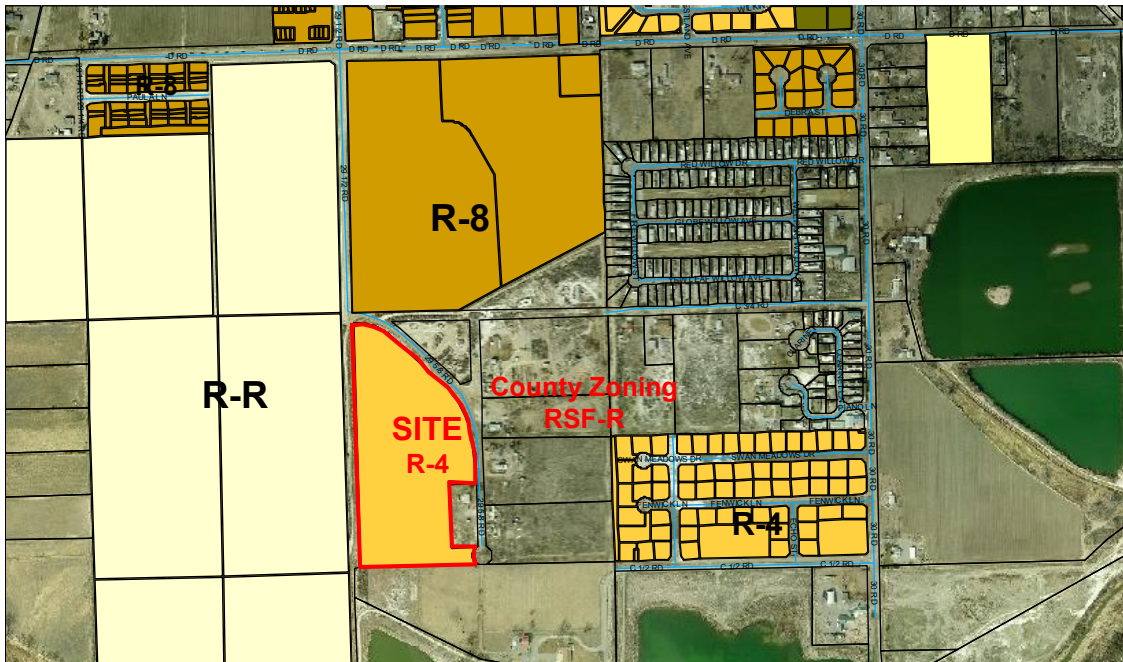
Future Land Use Map

359 29 5/8 Road

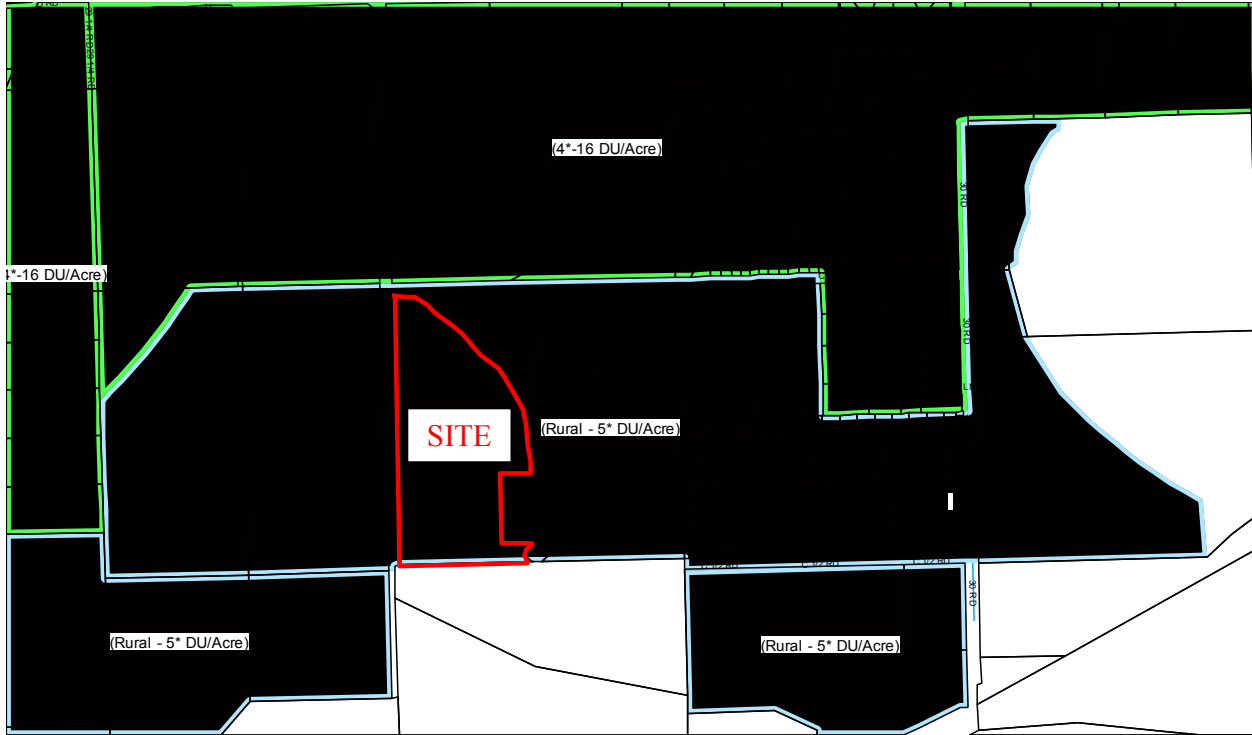


Existing City and County Zoning Map

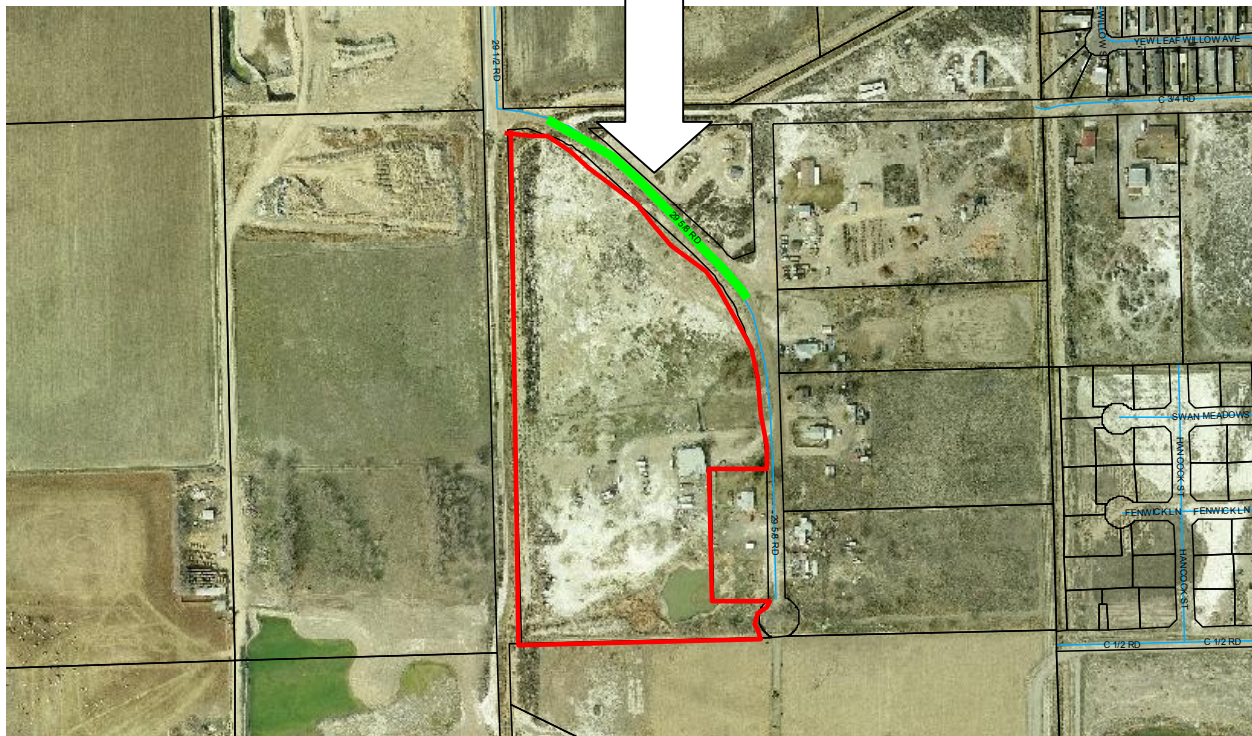
359 29 5/8 Road

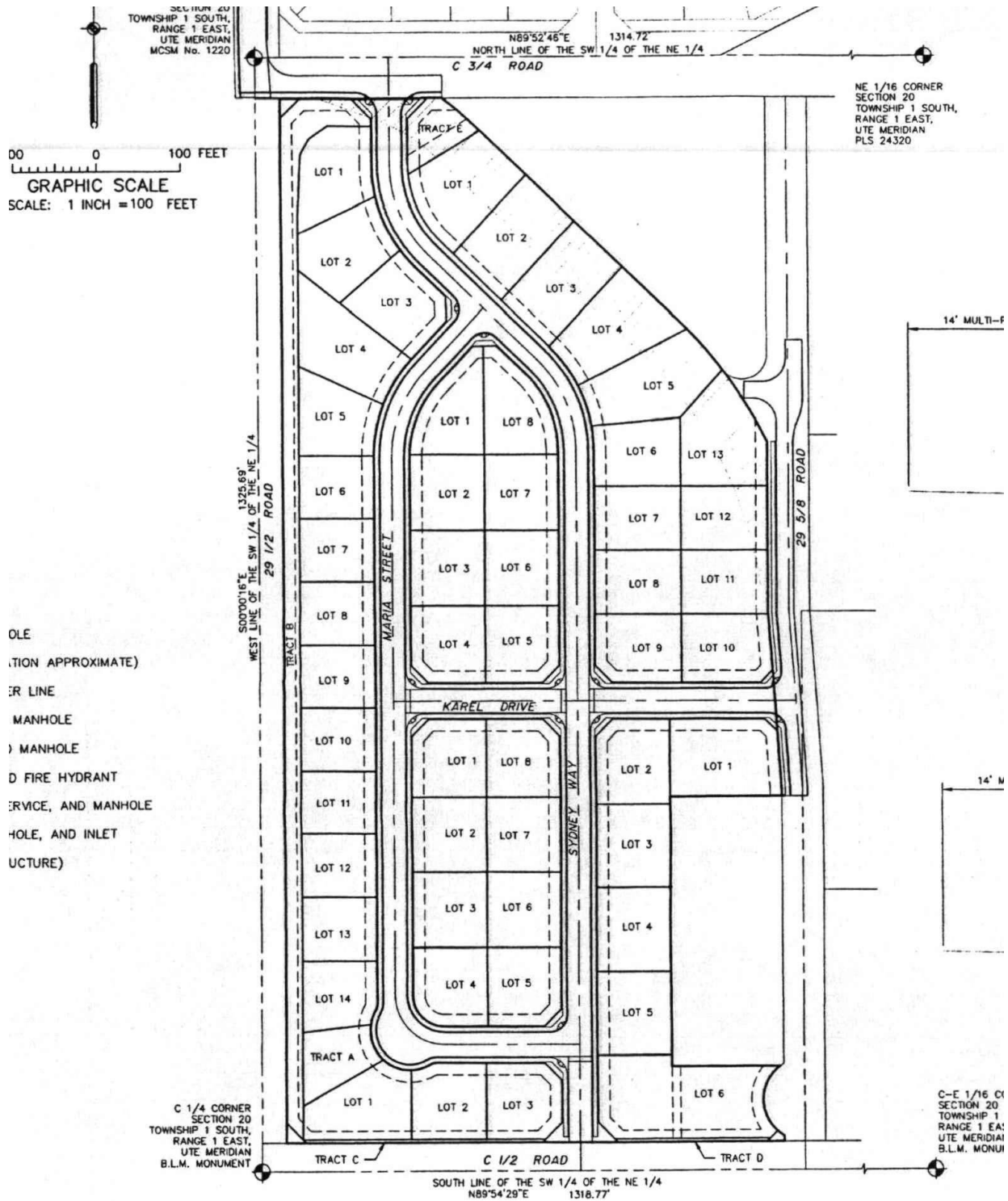


Blended Residential Map



29 5/8 Road Right-of-Way to be vacated





- OLE
- (TION APPROXIMATE)
- R LINE
- MANHOLE
-) MANHOLE
- D FIRE HYDRANT
- :RVICE, AND MANHOLE
- HOLE, AND INLET
- UCTURE)

Goose Downs Preliminary Subdivision Plan

CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING RIGHT-OF-WAY FOR A PORTION OF
29 5/8 ROAD, AT GOOSE DOWNS SUBDIVISION**

LOCATED AT 359 29 5/8 ROAD

RECITALS:

A vacation of the dedicated right-of-way for Goose Downs Subdivision has been requested by the adjoining property owner.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan, the Pear Park Plan and Section 2.11.C of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved with the conditions as listed in the Staff report, dated June 8, 2010.

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

The following described dedicated right-of-way recorded in Book 3040, Page 111 and Book 3041, Page 984, approximately 41,467 square feet or 0.952 Acres ±, is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
2. Developer shall dedicate and construct sufficient new access prior to the recording of the ordinance vacating 29 5/8 Road.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

Book 3040, Page 111 and Book 3041, Page 984, approximately 41,467 square feet or 0.952 Acres ±

Introduced for first reading on this 7th day of July, 2010.

PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

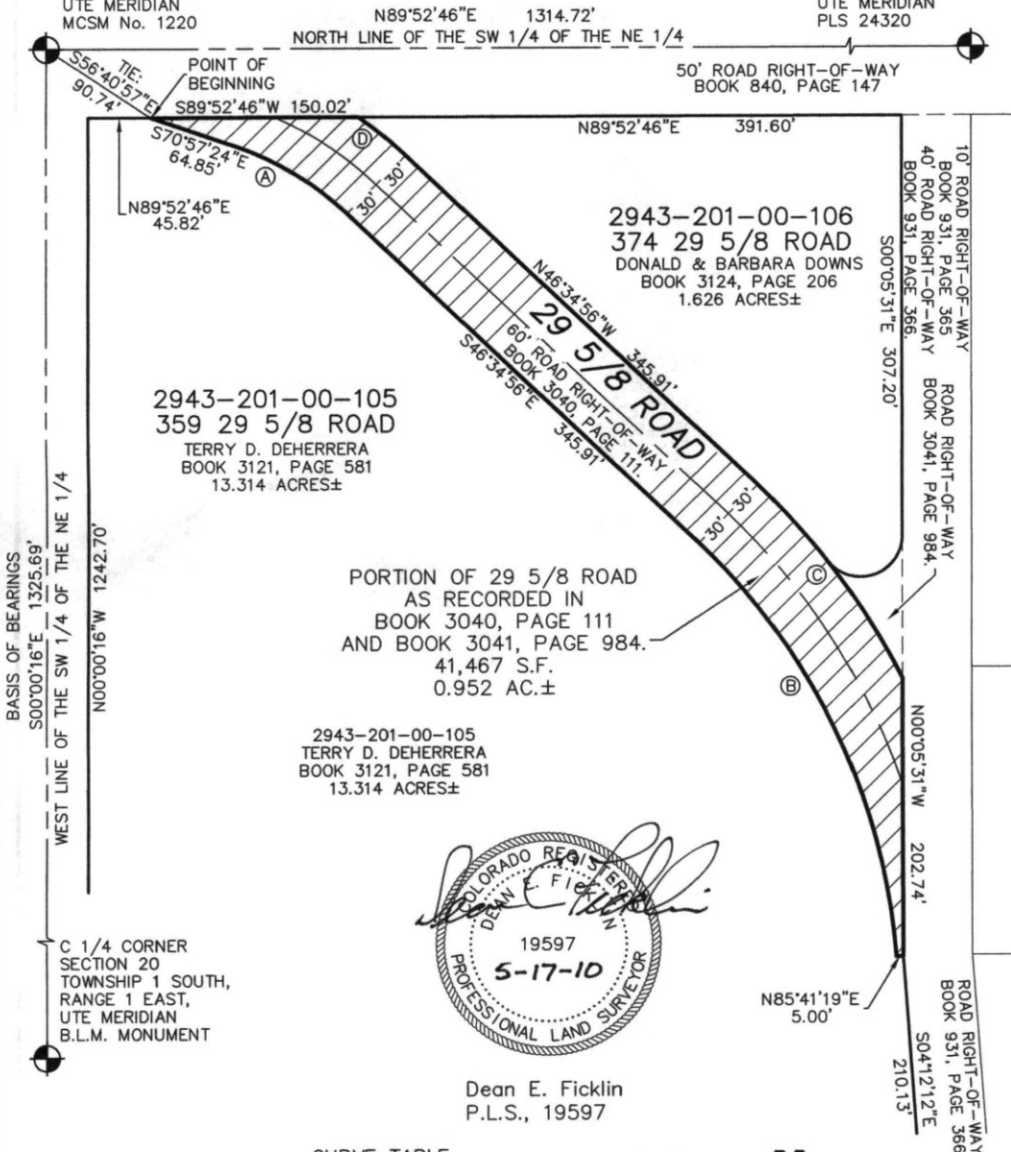
President of City Council

City Clerk

EXHIBIT A

C-N 1/16 CORNER
SECTION 20
TOWNSHIP 1 SOUTH,
RANGE 1 EAST,
UTE MERIDIAN
MCSM No. 1220

NE 1/16 CORNER
SECTION 20
TOWNSHIP 1 SOUTH,
RANGE 1 EAST,
UTE MERIDIAN
PLS 24320



Dean E. Ficklin
P.L.S., 19597

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
(A)	24°22'27"	220.00'	93.59'	47.51'	92.89'	S58°46'11"E
(B)	42°16'16"	470.00'	346.75'	181.69'	338.94'	S25°26'49"E
(C)	19°50'43"	530.00'	183.57'	92.72'	182.66'	N36°39'35"W
(D)	08°26'36"	280.00'	41.26'	20.67'	41.22'	N50°48'15"W



LEGEND

- M.C.S.M. MESA COUNTY SURVEY MONUMENT.
- B.L.M. BUREAU OF LAND MANAGEMENT.
- S.F. SQUARE FEET.
- AC. ACRES.

FEET 100 0 100 FEET

GRAPHIC SCALE
SCALE: 1 INCH = 100 FEET



Date: 7/1/10
 Author: Jodi Romero
 Title/ Phone Ext:
Financial Operations Manager
1515
 Proposed Schedule: First
Reading 7/7/10
 2nd Reading
 (if applicable): 7/19/10

Attach 7
Public Hearing Proposed Amendment to the
Sales and Use Tax Code

CITY COUNCIL AGENDA ITEM

Subject: Amendment to the Sales and Use Tax Code Exempting Aircraft Parts from Sales Tax
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney Laurie Kadrich, City Manager Jodi Romero, Financial Operations Manager

Executive Summary: This is an amendment to the Grand Junction Municipal Code concerning the exemption from sales tax of seller installed aircraft parts. This proposed amendment is recommended by the Council's Economic and Community Development Committee. The proposed ordinance amending the Code has a two year sunset clause at which time City Council will evaluate the effectiveness of the ordinance and may or may not extend the exemption.

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

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

With the intention of sustaining economic diversity and encouraging growth in Grand Junction's regional aircraft repair, restoration and refurbishment services, the exemption of seller installed aircraft parts from City sales tax is proposed.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of the Proposed Ordinance to Amend Section 3.12.070 of Chapter 3 of the Grand Junction Municipal Code Concerning the Exemption from Sales Tax of Seller Installed Aircraft Parts.

*** Indicates Changed Item*
**** Indicates New Item*
 ® Requires Roll Call Vote

REVISED

Board or Committee Recommendation:

The City Council Economic and Community Development Committee considered this request on May 27th and forwarded a recommendation of approval for consideration by the City Council on June 14th.

Background, Analysis and Options:

The Grand Junction Regional Airport is an economic center for the community and houses local businesses engaged in varied operations of the aviation industry including aircraft repair, restoration, and refurbishment services. The airport center is located within the City limits, and under the current sales tax ordinance, aircraft parts for private aircraft are subject to City sales tax. The State of Colorado exempted aircraft parts for private aircraft from State (and County) sales tax in the early 1980's, and many states across the nation have similar exemptions.

The aircraft repair, restoration, and refurbishment services industry is unique because the customers of this industry (owners and operators of aircraft) have a high degree of mobility and flexibility in choosing where to have their aircraft maintained, serviced, and/or refurbished. The Grand Junction aviation industry is world renowned in providing these services, however recently a number of firms in other states have become more aggressive in soliciting business that may otherwise come to Grand Junction.

The City is committed to a fair and responsible tax code and the principles of economic development and local prosperity. The City, as a home rule municipality, and the City Council as the elected representatives of the citizens of Grand Junction have the authority to enact tax policy that can help sustain and grow the local economy. From time to time adjustments have been made to the sales tax code for the betterment of the community.

This exemption will result in the loss of sales tax revenues from transactions involving seller installed aircraft parts; parts can include but are not limited to instrumentation, aircraft engine components, interior (seats, fixtures, and trim) and paint. City staff in cooperation with local businesses will evaluate the financial and economic impact of this change in the sales tax law, and report this information to City Council. The proposed ordinance allows for City Council to consider the effectiveness of the ordinance in achieving its stated purpose and without additional action by City Council at that time, the ordinance will expire two years from the effective date.

Financial Impact/Budget:

Loss of sales tax revenue on seller installed aircraft parts.

Legal issues:

None

Other issues:

None.

Previously presented or discussed:

City Council considered this issue at a workshop meeting on June 14th, 2010 and was presented for first reading at the July 7, 2010 Council meeting.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.12.070 OF CHAPTER 3 OF THE GRAND JUNCTION MUNICIPAL CODE CONCERNING THE EXEMPTION FROM SALES TAX OF SELLER INSTALLED AIRCRAFT PARTS

RECITALS:

The City Council has recently considered a modification to the City's tax code. The proposed change is to exempt from City sales and use tax parts that are permanently affixed to or attached, by the seller, as a component part of an aircraft. The proposed change is contemplated as an economic development incentive. The incentive is necessary because of the ever increasing competition for aircraft work.

The proposed change has been considered by the City Council Economic and Community Development Committee. The Committee forwarded a recommendation of approval to the full City Council. The City Council favorably considered the change in a workshop meeting on June 14, 2010; however, the Committee recommendation is subject to final review and approval by the full City Council.

Because of the very mobile nature of aircraft, the owners and operators thereof have a high degree of flexibility when it comes to contracting for repair, restoration and refurbishment of their airplanes. Grand Junction has world renowned providers of aircraft services, instrumentation installation and aircraft restoration operations; however, a number of firms in other states have become more aggressive in soliciting business that may otherwise have come to Grand Junction. One of the advantages that those firms have over Grand Junction is an exemption from sales tax. In the early 1980's the State of Colorado exempted the sale of aircraft parts from taxation. This ordinance similarly exempts from the City sales tax the same parts and equipment when installed by the seller.

The City Council is committed to a fair and responsible tax code. The City Council is also committed to the principles of economic development and local prosperity. Part of that commitment is the recognition that tax policy is an effective way to sustain and grow our local economy and that from time to time adjustments must be made to it for the betterment of the community. The City Council finds that this ordinance is consistent with those purposes and is protective of the City's health and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION: (Additions are shown in ALL CAPS)

That Section 3.12.070 of the Grand Junction Municipal Code is amended as follows:

3.12.070 Exemptions from sales tax.

The tax levied by GJMC [3.12.030\(a\)](#) shall not apply to the following:

(LL) THE SALE OF TANGIBLE PERSONAL PROPERTY THAT IS TO BE PERMANENTLY AFFIXED OR ATTACHED BY THE SELLER, AS A COMPONENT

PART OF AN AIRCRAFT. PARTS SOLD TO AND TO BE PERMANENTLY AFFIXED OR ATTACHED BY THE PURCHASER OR SOMEONE ON BEHALF OF THE PURCHASER, OTHER THAN THE ORIGINAL SELLER ARE NOT EXEMPT FROM TAX.

THE EXEMPTION INCLUDES BUT IS NOT LIMITED TO, PARTS FOR THE AIRCRAFT'S ENGINE(S), FUSELAGE, INSTRUMENTATION, INTERIOR (SEATS, INTERIOR FIXTURES, FINISHES AND TRIM) AND PAINT.

Sunset Clause. Within sixty days of the second anniversary of the adoption of this ordinance the City Council shall consider the effectiveness of the ordinance at achieving its stated purposes. Without further action by the City Council, the terms and provisions of this ordinance shall expire on the second anniversary of the effective date hereof.

Introduced on first reading this 7th day of July 2010.

Passed and adopted on second reading this ___ day of ___ 2010.

President of the City Council

ATTEST:

City Clerk
City of Grand Junction

Attach 8

Notification of the Mesa County Clerk of the City's Possible Participation in the November 2, 2010 Election

RESOLUTION NO. ____

A RESOLUTION CONCERNING THE 2010 GENERAL ELECTION AND NOTIFICATION OF THE MESA COUNTY CLERK OF THE CITY'S POSSIBLE PARTICIPATION IN THAT ELECTION

RECITALS:

The City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter.

The City according to its laws, the state laws and the Colorado Constitution Article X, Section 20 of the Constitution ("TABOR") may submit questions to the City electorate at certain times and in certain ways. In accordance with the same this resolution serves to provide notice to the Mesa County Clerk that the City may submit a ballot question(s) for the November 2010 ballot.

Under the Colorado Medical Marijuana Code, 12-43.3-101 C.R.S. *et. seq.* a political subdivision of the State may *inter alia* act to preclude the operation of medical marijuana businesses in a community. The Grand Junction City Council has not yet decided if it will submit a ballot question(s) or if or how it may regulate medical marijuana businesses; however, it has decided to submit notice to the County Clerk that it may submit a question(s) for the November 2010 ballot. In order for the City to have a question(s) on the November 2010 ballot that election would have to be coordinated. According to Article 7, *Conduct of Elections, Uniform Election Code*, one hundred days before the election the political subdivision shall notify the county clerk and recorder in writing. 1-7-116(5) C.R.S. This Resolution serves to provide that notice.

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

Pursuant to the Uniform Election Code, 1-7-116(5) C.R.S. and all other applicable laws of the City of Grand Junction and the State of Colorado, the Council hereby provides notice that it may submit a ballot question(s) to an election to be held on November 2, 2010, at which there may be submitted to the registered electors of the City a question(s) regarding medical

marijuana businesses as provided in House Bill 1284 now codified as the Colorado Medical Marijuana Code, 12-43.3-101 *et. seq.*

If the City develops and submits a ballot question(s), the question(s) shall be put to the electorate via a coordinated election being conducted by the County Clerk on November 2, 2010.

The officers of the City are authorized to secure and review an intergovernmental agreement with the County Clerk pursuant to Section 1-7-116(2) C.R.S. of the Uniform Election Code. Any such intergovernmental agreement shall be ratified, approved and confirmed by the City Council prior to becoming effective.

The Council hereby authorizes and directs the City Clerk to notify the County Clerk as herein provided.

INTRODUCED, READ, APPROVED AND ADOPTED this _____ day of _____, 2010.

Teresa Coons
President of the Council

ATTEST:

Stephanie Tuin
City Clerk



Office of the City Clerk
250 N. 5th Street
Grand Junction, Co. 81501
970-244-1511

July 20, 2010

Janice Rich, County Clerk & Recorder
County of Mesa
P.O. Box 20,000-5009
Grand Junction, Co. 81502

Dear Ms. Rich:

Pursuant to 1-7-116(5) C.R.S., I am notifying you that the City of Grand Junction by and through the City Council did adopt the attached resolution at its meeting on July 19, 2010. The resolution identifies the possibility that the City Council may participate in the November 2010 general election by submitting for consideration of the electorate a question(s) pertaining to medical marijuana.

At this time, the Council has not actually set the election/the question(s) but if they do, I would like to have an intergovernmental agreement ready for their approval for coordination of the election in accordance with the statute. Please send me a copy of your election IGA for our consideration.

The Grand Junction City Council has not determined the details of the election, if any, but in order to coordinate with you we are providing this notice.

Should you have any questions or if I may be of assistance to you on this or any other matter, please call.

Sincerely,

Stephanie Tuin
City Clerk

pc: Mayor Teresa Coons and Members of City Council
City Manager Laurie Kadrich
City Attorney John Shaver