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**CITY COUNCIL AGENDA
MONDAY, AUGUST 15, 2011
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Pledge of Allegiance
A Moment of Silence

Recognitions

Yard of the Month for July

Certificates of Appointments

Downtown Development Authority/Downtown Grand Junction Business Improvement District

Riverfront Commission

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***[®]**

*** Indicates Changed Item*

**** Indicates New Item*

[®] Requires Roll Call Vote

REVISED

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

Action: Approve the Minutes of the August 3, 2011, Regular Meeting

2. **Setting a Hearing on the Community Hospital Rezone, Located at 2373 G Road** [File # RZN-2011-990] [Attach 2](#)

Request to rezone 39.48 +/- acres located at 2373 G Road from MU (Mixed Use) to BP (Business Park) zone district in anticipation of developing the site as a hospital and medical offices and facilities.

Proposed Ordinance Rezoning from MU (Mixed Use) to BP, (Business Park Mixed Use) for the Community Hospital Rezone, Located at 2373 G Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for September 7, 2011

Staff presentation: Greg Moberg, Planning Supervisor

3. **Purchase of a Compressed Natural Gas Powered Street Sweeper** [Attach 3](#)

Purchase request for a new Compressed Natural Gas (CNG) Street Sweeper to replace two aging diesel units currently in the City's fleet. Because of its clean burning properties, CNG vehicles require fewer oil changes and have longer life spans.

Action: Authorize the City Purchasing Division to Award the Purchase of a 2012 Elgin Pelican Street Sweeper to Faris Machinery Company of Grand Junction, CO in the Amount of \$201,079

Staff presentation: Greg Trainor, Utilities, Streets, and Facilities Director
Jay Valentine, Assistant Financial Operations Manager

4. **Change Order #3 to the Construction Contract for the 29 Road and I-70B Interchange Phase Project** [Attach 4](#)

Change order #3 to the construction contract for the 29 Road and I-70B Interchange Phase Project increases the contract amount by \$443,344.61. Because funding for the project is being shared equally between the City and County, the City's share of the change order cost would be \$221,672.31. This change order is necessary to add pedestrian fencing along the sidewalks above the retaining walls and because the soil conditions required additional improvement to ensure the design life was achieved. There will be no financial

impact from this change order since the cost will be absorbed by the contingency line item already built in to the overall project budget.

Action: Authorize the City Purchasing Division to Execute Change Order #3 to the Construction Contract with Lawrence Construction Company for the 29 Road and I-70B Interchange Phase Project, Changing the Total Contract Amount to \$19,981,037.95 thereby Increasing the Contract by \$443,344.61

Staff presentation: Tim Moore, Public Works and Planning Director

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

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

5. **Public Hearing - Ashley Annexation and Zoning, Located at 2808 C ³/₄ Road**
[File #ANX-2011-856] [Attach 5](#)

A request to annex 1.144 acres of property known as the Ashley Annexation and to zone the annexation, consisting of one (1) parcel, less 0.153 acres of public right-of-way, to an I-2 (General Industrial) zone district.

a. Accepting Petition

Resolution No. 42-11—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Ashley Annexation, Located at 2808 C ³/₄ Road and Including a Portion of the C ³/₄ Road Right-of-Way is Eligible for Annexation

®Action: Adopt Resolution No. 42-11

b. Annexation Ordinance

Ordinance No. 4479—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ashley Annexation, Approximately 1.144 Acres, Located at 2808 C ³/₄ Road and Including a Portion of the C ³/₄ Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 4480—An Ordinance Zoning the Ashley Annexation to I-2 (General Industrial), Located at 2808 C ³/₄ Road

®Action: Hold a Public Hearing and Adopt Resolution No. 42-11 and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance Nos. 4479 and 4480

Staff presentation: Brian Rusche, Senior Planner

6. Lincoln Park Stadium Lighting Upgrade

[Attach 6](#)

As part of the Lincoln Park Stadium Improvements Project, the Parks and Recreation Department is proposing to upgrade the sports-field lighting systems around the football and baseball fields with a more effective and efficient lighting system in order to bring them up to minimum broadcasting standards. The current sports-field lights are all MUSCO Lighting, LLC units, and in order to maintain electrical and structural compatibility and conformity, the Parks and Recreation Department is proposing to sole source with MUSCO to provide the next generation in lighting for Stocker Stadium and Suplizio Field.

Action: Authorize the City Purchasing Division to Enter into a Contract with MUSCO Lighting, LLC to Provide Stadium Lighting Upgrades for the Lincoln Park Stadium Improvement Project in the Estimated Amount of \$136,200

Staff presentation: Rob Schoeber, Parks and Recreation Director
Jay Valentine, Assistant Financial Operations Manager

7. Great Outdoors Colorado Planning Grant for Las Colonias Park Master Plan

[Attach 7](#)

Parks and Recreation is seeking approval to apply for a Great Outdoors Colorado (GOCO) planning grant to assist with funding a master plan for Las Colonias Park. A resolution from the governing body with primary jurisdiction must be attached to all grant applications. The fall cycle of grants is due on August 26th with an award decision on December 6th.

Resolution No. 43-11—A Resolution Supporting the Grant Application for a Local Parks and Outdoor Recreation Planning Grant from the State Board of the Great Outdoors Colorado for the Las Colonias Park Master Plan

®Action: Adopt Resolution No. 43-11

Staff presentation: Rob Schoeber, Parks and Recreation Director

8. **Airport Grant to Conduct Environmental Assessment for Runway Replacement**

[Attach 8](#)

AIP-49 is a grant for \$1,180,014.00 to conduct an environmental assessment for replacement of Runway 11/29 (Phase II). The Supplemental Co-sponsorship Agreement is 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-49 Grant Documents to Conduct Environmental Assessment for Replacement of Runway 11/29 (Phase II) at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreements for AIP-49

Staff presentation: Rex Tippetts, AAE, Director of Aviation

***** END OF ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

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

10. **Other Business**

11. **Adjournment**

Attach 1
Minutes

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

August 3, 2011

The City Council of the City of Grand Junction convened into regular session on the 3rd day of August, 2011 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Jim Doody, Laura Luke, Bill Pitts, Sam Susuras and Council President Tom Kenyon. Councilmember Teresa Coons was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Kenyon called the meeting to order. Councilmember Luke led the Pledge of Allegiance, followed by invocation by Reverend Blaine Scott, First United Methodist Church.

Proclamations

Proclaiming August 12, 2011 as "Grand Valley Power Day" in the City of Grand Junction

Appointments

Councilmember Pitts moved to ratify the re-appointment of Ray Rickard, David Reinertsen, and Tom Cronk to the Mesa County Building Code Board of Appeals for three year terms expiring July 1, 2014. Councilmember Susuras seconded the motion. Motion carried.

Council Comments

Councilmember Boeschstein said he attended the gathering at Hawthorne Park and there were a number of families with their children. He also attended the Industrial Developments, Inc. meeting and the Economic Development Forum that was held at Mesa State College.

Citizen Comments

Amy Lentz, who lives near Hawthorne Park, said she would rather not state her address as she has been harassed. She grew up in Grand Junction, is the mother of two small children, and is now raising her family here. There is a problem with lawless individuals who refuse to follow the rules, eroding the core of Grand Junction, in the parks, on trails and on the corner. She would like the public places made safe again. She has been accosted by intoxicated individuals while with her children and she no longer feels safe.

The increasing frequency of this problem has become the topic of many conversations with others who feel the same and has prompted action through a website called ReclaimGrandJunction.com which has been created as a communication tool. There has been an overwhelming positive response from those who feel the same. She clarified that there is a difference between the homeless who are trying to reclaim their lives and should be treated with compassion and the transient population who have little to no regard for the law. This complicated problem must be addressed with urgency.

Christi Reece, 419 Montero Court, is a previous downtown resident, and works downtown as a realtor. She said a fellow realtor had a contract canceled near Hawthorne Park due to this issue. She thinks that property values in the downtown area will be affected if they have not already been because of this problem. There are no longer families enjoying the parks in those areas. She said she has also talked to many people in the community who are very concerned about this problem.

Nora Wedemeyer, a downtown homeowner and architect who works on Main Street, said she organizes a monthly cruiser bike ride known as the Junk Ride. She is also involved with the Grand Junction Main Street Community Garden and they work closely with another organization called Grow Another Row who donates hundreds of produce to local emergency food agencies in order to create fresh nutritious meals to those in need. She is very concerned about trends in the City with the parks and areas surrounding the Riverfront Trail. When the Junk Ride group rides the Riverfront Trail, they are safe in numbers. She would never consider walking or biking alone in these areas. The Community Garden at Tenth and Main Streets is used for working together as a community for the common goal of learning how to grow their own food and sharing with those who are less fortunate. She feels there must be parameters for giving to those who are not contributing to this community. The community cannot continue to allow public spaces to be overtaken by drunk, high, and violent individuals. People want to go to these public places without being afraid. Although each person deserves individual consideration, no group of people should impose an unsafe, threatening presence on others in these public places. She feels confident that everyone can work together to come to a resolution.

Jeffrey Cooper, 425 Gunnison Avenue, has a front row seat to Hawthorne Park, and knows what bad looks like from living in a big City. He has witnessed, while at his current address, drug deals, use of alcohol, knife fights, and prostitution. He had two City officials tell him that they will not bring their families to Hawthorne Park because of this issue. He feels he has three choices, 1) do nothing 2) do something about it, or 3) fight the people who are trying to do something about the problem. In the last two weeks, the police have made a concerted effort to clean up the park, and there is already a huge difference from two weeks ago. He has been told to move and hide in his house. He is not afraid of being harassed, he will not back down. This issue needs cooperation from everyone.

Linde Marshall, no address given, is the mother of three daughters. She is a native, and moved back to Grand Junction three years ago. The transient population creating unsafe places is becoming an issue. There are three issues she would like to address: safety, compassion, and balance. She does not feel safe on the Riverfront Trail and has been surrounded by transients in a threatening situation, and has not been back to the Riverfront Trail since. She feels, on the issue of compassion, she has personally given to outreach organizations, and she has personally witnessed that some people don't want help. In regards to balance, she encouraged the City to build on the good work the HOT Team is doing, but at the same time, keeping in mind that enforcement in laws and ordinances must play a role, otherwise lawless behavior becomes acceptable. She invited Council and has invited others in the community to the Blue Heron Trail on Friday, August 5, 2011, as they will have a community play date for their children.

Tim Fenwick, 638 Panorama, has been a resident for 35 years. He said there is a difference between the homeless and transients. The homeless can't handle a rent payment and need help. He knows personally of this transient population as he has had family and friends go through homelessness and it is a serious problem. He asked what role the Police, Police Chief, and City Council play in the transient problem. The City has a Charter and laws, and he has witnessed a lack of action being taken when laws are broken by the transients. He asked what resources are being provided? He has personally given handouts to some of the transient population, and never gotten a thank you or repayment. What resources are being used in order to fund the help for some of these transients? He asked what the cost is to the citizen, about the loss of facilities, emotional distress, and what are the future costs going to be?

Sara Beth, part of the homeless community, said they use the parks during the day, as there are not many options in the daytime for those with children. They cannot go to the day center with children. Her friends do not bother people at the park. There is no money, and no jobs, but they are trying. She suggested other options such as using the vacant City Market building on North Avenue to house those with children. She doesn't stay by the river because of safety issues, although she feels the park is safe for her children.

Trina Johnson, 1306 N. 25th Street, was homeless for five months, and has never felt threatened in the parks. On Sunday, there is no public transportation. She feels more threatened by going to local restaurants like Taco Bell.

Jacob Richards, 629 Ouray Avenue, said there are rising numbers of homeless and there is a negative impact on the broader community because of it. Knee jerk reactions will further criminalize the homeless and will move the City further away from solving the problem. The committee, Housing First, thinks this will cost the City more taxpayer dollars. Housing-based strategies save money, it costs less to do the right thing. He said the community is failing to realize how much is being spent on the homeless with little to no positive results. There are 220 beds available in the winter months to the

homeless and roughly 800 homeless people needing those beds. It is unconstitutional to run people out of town. The homeless do not have any private space to exist, therefore they exist in public space. Where will these people go? One out of every four of the homeless population have shelter at night and eat at the Soup Kitchen. He believes this is a reflection of our community, suffering from loss of employment. The only option to reduce the number of homeless in the park is to reduce the number of homeless people in the community. If people are reclaimed instead of parks, the park issue will evaporate.

Rhoda Cain, 1734 N. 21st Street, said she cares about all members in the community and she understands the mothers that feel fear in the City community parks. She said people need to act in a positive way, and not fearful reaction. The community needs to educate themselves and their children, and work to find real permanent solutions. There are many cities working on these same issues and housing has been the only real solution. This City should be a community of love and tolerance that stands up for all of its citizens. Residents must all be an example of love and compassion.

Richard Garnett, 3273 Pheasant Place, Clifton, said for the last three years he has been helping feed the homeless in Whitman Park on Sundays. His group usually feeds 125 to 130 people. For the last three years, there are a group of about twenty people that cause problems. There have been about 547 families in the community that have been impacted by the economy and are homeless. His daughter, who is six years old, helps hand out the flatware and the plates. He believes it is only by God's grace he is feeding rather than one that needs to be fed. He cooks the meal and his fellow church goers help serve it.

There were no further citizen comments.

CONSENT CALENDAR

Councilmember Susuras moved to approve the Consent Calendar and then read the Consent Calendar Items #1 through #4. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meetings

Action: Approve the Minutes of the July 20, 2011 Special Meeting and the July 20, 2011 Regular Meeting

2. Setting a Hearing Zoning the Ashley Annexation, Located at 2808 C ³/₄ Road [File # ANX-2011-856]

A request to zone the Ashley Annexation, located at 2808 C ³/₄ Road, which consists of one (1) parcel, to an I-2 (General Industrial) zone district.

Proposed Ordinance Zoning the Ashley Annexation to I-2 (General Industrial),
Located at 2808 C ¾ Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for August 15, 2011

3. **Mesa Management LLC Revocable Permit, Located at 602 26 ½ Road** [File # SPN-2011-783]

Mesa Management LLC is requesting a Revocable Permit to allow the existing detached garage, stone BBQ, 6' tall solid wood fence and landscaping (both existing and proposed) to remain in the recently dedicated street right-of-way for Patterson Road located at 602 26 ½ Road. The property owner dedicated this additional right-of-way as part of their site development plan.

Resolution No. 41-11—A Resolution Concerning the Issuance of a Revocable Permit to Mesa Management LLC, Located at 602 26 ½ Road

Action: Adopt Resolution No. 41-11

4. **Persigo Wastewater Treatment Plant Sludge Processing Building Improvements Project (Dissolved Air Floatation) Construction Contract**

This request is for the construction of the Sludge Processing Building Improvements Project at the Persigo Wastewater Treatment Plant (WWTP). Based on previous process improvement evaluation studies at the WWTP, Staff has identified the need to improve the plant system for solids handling. Installation of Dissolved Air Floatation (DAF) equipment will allow Operators at the WWTP to optimize solids handling throughout the WWTP, and during winter months when current plant processes are reaching design capacity.

Action: Authorize the Purchasing Division to Execute a Construction Contract with RN Civil Constructors, LLC. for the Construction of the Sludge Processing Building Improvements Project at the Persigo WWTP in the Amount of \$317,000

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Annual Justice Assistance Grant for Police Mobile Technology Upgrades

The Grand Junction Police Department has been solicited by the Bureau of Justice Assistance (BJA) program of the US Department of Justice to apply for an annual grant in the amount of \$56,384. These funds are allocated evenly between Grand Junction

Police Department and Mesa County Sheriff's Office and will be used in combination with other funding sources to complete mobile technology upgrades in each agencies police cars.

The Bureau of Justice Assistance requests the City Council provide an opportunity for public comment, as part of the application process.

John Camper, Chief of Police, presented this item. Every year the City of Grand Junction Police Department is solicited to apply for their Justice Department grant. This year they have the opportunity to apply for \$56,384 and that funding will be split with Mesa County. The funds will be used for mobile technology. He asked the Council to authorize the application and, if awarded, to expend the funds.

Council President Kenyon asked if anyone wished to comment. There were no public comments.

Councilmember Doody asked about reporting requirements for this grant. Chief Camper said the City has been fortunate to receive this grant several years in the past. They do report how the funds are expended.

Councilmember Doody noted he read an article about a thousand communities in 2008-2009 not being eligible for this funding due to reporting requirements.

City Manager Laurie Kadrich said the City dedicates resources to tracking and auditing all federal grants to ensure compliance and the City has never been deemed non-compliant.

Councilmember Susuras moved to authorize the City Manager to apply for the Bureau of Justice Assistance Annual Formula Grant, and if awarded, to authorize the City's Purchasing Division to purchase new mobile technology for the Police Department Patrol Vehicles in the amount of \$56,384. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—Amending the Grand Junction Municipal Code to Authorize the Issuance of Special Events Permits by the Local Licensing Authority

A new State law allows a local jurisdiction to consider and issue Special Events Permits. The law allows non-profits and political candidates that receive a Special Event Permit to serve alcoholic beverages on non-licensed premises for up to fifteen events per year providing all requirements are met. Under the prior law the Local Licensing Authority reviewed and approved a Special Event Permit application but the State issued the license.

The public hearing was opened at 7:52 p.m.

John Shaver, City Attorney, presented this item. This past legislative session passed SB-066 which pertains to the service of alcoholic beverages at Special Events. These permits are usually issued for a community festival. This bill changes the way such permits are issued. Prior to the law, there was a two step process, approval at the local level followed by approval at the State Level. This ordinance will allow the permit to be approved and issued at the local level. The law also increased the number of permits per applicant from ten to fifteen.

Councilmember Doody asked if the applicant will still have to post the premises. City Attorney Shaver said that will stay in place. It will also eliminate the need to prove that no other licensed premises are available or adequate to hold the event. It makes it more just a matter of local review.

Councilmember Luke asked if the State elimination adds liability to the City. City Attorney Shaver said all the same things will still be in place.

Council President Kenyon said there is an event organizer and they still must abide by the law. Many are fundraisers and community events. Government efficiency is improved, as the State process was just one more step and this will improve efficiency. City Attorney Shaver said the City has a good relationship with the State but change is prudent anytime there is an opportunity to increase efficiency.

There were no public comments.

The public hearing was closed at 7:59 p.m.

Councilmember Susuras said anytime the State can be removed from the local process, it is a good thing.

Ordinance No. 4478—An Ordinance Amending the Grand Junction Municipal Code Section 5.12.240 to Authorize the Issuance of Special Event Permits by and Through the Local Authority

Councilmember Pitts moved to approve Ordinance No. 4478, and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

Milton “Tony” Long, 237 White Ave, Apt. B, noted that it has been mentioned that a big solution to help the homeless is to get them a place to live. He has had that experience and it makes a big difference. He is opposed to the abuse of drugs. He passed out information on an organization that can help with drug abuse.

Stephanie Goode, lives on Sharptail Street, has been homeless for six months this year. She currently lives in transitional housing thanks to Catholic Outreach. She has read the newspaper article about neighbors in the community resenting the homeless in the parks. Her transitional housing is temporary and she may become homeless again. The last six months she has had an uncomfortable time being in the shelter but still has made friends there. She is afraid for her friends as parks are safe for them, she is afraid her community which has been so generous would ban homeless from parks.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:06 p.m.

Stephanie Tuin, MMC
City Clerk



Date: August 1, 2011
 Author: Greg Moberg
 Title/ Phone Ext: Supervisor/4023
 Proposed Schedule: August 15, 2011
 2nd Reading
 (if applicable): September 7, 2011.

Attach 2
Setting a Hearing on the Community Hospital Rezone, Located at 2373 G Rd

CITY COUNCIL AGENDA ITEM

Subject: Community Hospital Rezone, Located at 2373 G Road
File #: RZN-2011-990
Presenters Name & Title: Greg Moberg, Planning Supervisor

Executive Summary:

Request to rezone 39.48 +/- acres located at 2373 G Road from MU (Mixed Use) to BP (Business Park) zone district in anticipation of developing the site as a hospital and medical offices and facilities.

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

The proposed zoning will implement several goals of the Comprehensive 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 of existing buildings and their appropriate reuse.

The Colorado Mesa University will be purchasing the existing site and buildings and it is proposed to reuse the existing hospital for school purposes.

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

This site will allow Community Hospital to expand its facilities and services.

Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Public Hearing for September 7, 2011.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested rezone at their August 9, 2011 meeting.

Background, Analysis and Options:

See attached Staff Report.

Financial Impact/Budget:

N/A.

Legal issues:

N/A.

Other issues:

None.

Previously presented or discussed:

N/A.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Future Land Use Map / Existing City Zoning Map
Ordinance

BACKGROUND INFORMATION					
Location:		2373 G Road			
Applicants:		Community Hospital			
Existing Land Use:		Vacant			
Proposed Land Use:		Hospital and Medical offices and facilities			
Surrounding Land Use:	North	Vacant			
	South	Vacant			
	East	Outdoor Storage and Vacant			
	West	Vacant			
Existing Zoning:		MU (Mixed Use)			
Proposed Zoning:		BP (Business Park Mixed Use)			
Surrounding Zoning:	North	MU (Mixed Use)			
	South	C-2 (General Commercial)			
	East	MU (Mixed Use)			
	West	C-2 (General Commercial)			
Future Land Use Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

1. Background:

The subject property was annexed in 1995 as part of the Northwest Enclave Annexation and was originally zoned C-2 (General Commercial). In 2000 the City rezoned properties so that they would be consistent with the Growth Plan. At that time this site was rezoned to MU (Mixed Use). In 2010 the City adopted a Comprehensive Plan that designated this area as Commercial/Industrial. The new Comprehensive Plan land use designation rendered the existing MU zoning inconsistent with the new Comprehensive Plan, making it difficult to develop. The Applicant is requesting that the property be rezoned to BP (Business Park Mixed Use). The BP zone allows hospitals, clinics and medical offices as a use by right, which are the uses that Community Hospital has discussed occurring on this site.

Community Hospital is currently in the process of selling its existing property and facilities, located at the corner of Orchard and 12th Street, to Colorado Mesa University. This process will take approximately 5 to 7 years at which time all hospital operations will need to be relocated to the G Road site. After the property is rezoned, Community Hospital would then have to apply for site plan approval prior to obtaining any planning clearances. There has also been some discussion concerning subdivision of the property which would allow Community Hospital to sell a portion or portions of the property to a party or parties interested in developing on a site adjacent to a hospital. In

either case questions regarding the need to install new or upgrade existing public facilities (which may include water, sewer and roads) would be addressed during the development review process for either request.

The Applicant held a Neighborhood Meeting on July 19, 2011 with seven (7) people in attendance. No adverse comments related to the proposed rezone were raised during the meeting. However, there were comments relating to traffic and improvements to G Road and other existing and proposed roads within the area.

2. Section 21.02.140 of the Grand Junction Municipal Code:

Zone requests must meet all of the following criteria for approval:

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

Response: In 2010 the City adopted a Comprehensive Plan that changed the Future Land Use designation in this area from Mixed Use to Commercial/Industrial. It was determined that the original scope of the 24 Road corridor was too large and that more property should have a Future Land Use designation of Commercial/Industrial rather than Mixed Use. This determination invalidated the original premise and finding upon which the existing zoning relied upon. The property now needs to be rezoned and BP is a zone that the Comprehensive Plan lists as being consistent with the Commercial/Industrial Future Land Use designation.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: When the City adopted the Comprehensive Plan in 2010 the Future Land Use Designation of this site was changed from Mixed Use to Commercial/Industrial. Due to this change the current MU zoning was rendered inconsistent with the Comprehensive Plan designation of Commercial/Industrial. Because the zoning is inconsistent with the Comprehensive Plan, uses allowed on the site are limited far more than if the property had a zone that was consistent with the Future Land Use Designation. By zoning the property to BP, the zoning will be consistent with the Comprehensive Plan and the uses that the Applicant is proposing would be allowed by-right.

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

Response: Public and community facilities exist within the area of the property. However, with the exception of water (a 10" Ute water line is located in the G Road right-of-way) public and community facilities (i.e. sewer and roads) are limited and improvements may be required prior to use of the property. It is anticipated that right-of-way dedications will be required on all four sides of the property, improvements may be needed to G Road and sewer may need to be

extended from the south. Whether these improvements will be required or not will be the subject of discussion if the property is subdivided and/or a site plan application is submitted.

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

Response: Because this is a new zone (created with adoption of the Comprehensive Plan) and there are no properties within Grand Junction that are zoned BP, there is not an adequate supply of property zoned BP available in the community.

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

Response: The community and the area will derive benefits from the proposed rezone by facilitating the potential development for a hospital and medical facilities. The community and area also benefit from the potential for an attractive and useful development of a vacant parcel that will include new and upgraded landscaping and on-site improvements and will anchor the development of this area.

Alternatives: In addition to the BP zoning requested by the Applicant, the following zone districts would also be consistent with the Comprehensive Plan designation for the subject property:

- a. C-2 (General Commercial)
- b. I-O (Industrial/Office Park)
- c. I-1 (Light Industrial)

If the Planning Commission chooses to recommend one of the alternative zone designations, it must state its specific alternative findings supporting its recommendation of an alternative zone designation to the City Council.

Site Location Map

Figure 1



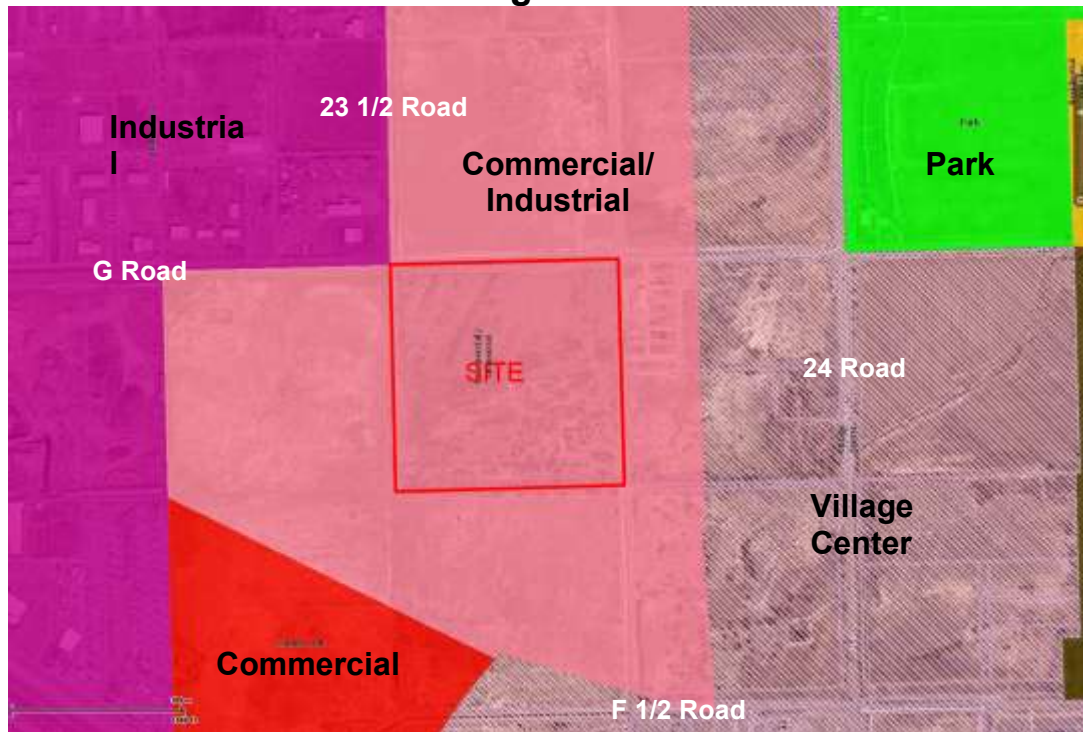
Aerial Photo Map

Figure 2



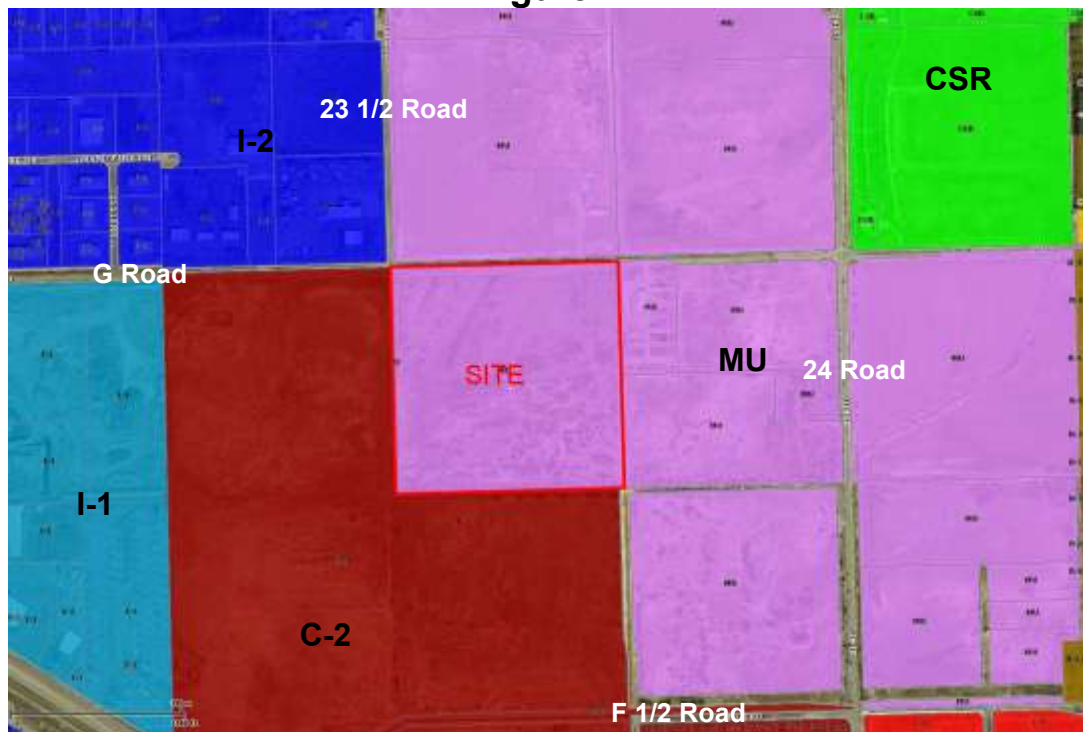
Comprehensive Plan Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



ORDINANCE NO.

AN ORDINANCE REZONING FROM MU (MIXED USE) TO BP, (BUSINESS PARK MIXED USE) FOR THE COMMUNITY HOSPITAL REZONE LOCATED AT 2373 G ROAD

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the Community Hospital property from MU (Mixed Use) to the BP (Business Park Mixed Use) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Comprehensive Plan, CI (Commercial/Industrial) and the Comprehensive Plan's goals and policies and/or is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the BP zone district to be established.

The Planning Commission and City Council find that the BP zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following properties shall be rezoned BP (Business Park Mixed Use).

A parcel of land described as follows: the NW 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian; EXCEPT the West 16.5 feet thereof; County of Mesa, State of Colorado; and

A parcel of land described as follows: the West 16.5 feet of NW 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian; Mesa County, Colorado.

Said parcels contain 39.48 acres more or less.

Introduced on first reading this ____ day of _____, 2011 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2011 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Date: August 1, 2011
 Author: Susan Hyatt
 Title/ Phone Ext: Sr. Buyer/1513
 Proposed Schedule: Aug
15, 2011
 2nd Reading: N/A

Attach 3
Purchase of a Compressed Natural Gas Powered Street Sweeper

CITY COUNCIL AGENDA ITEM

Subject: Purchase of a Compressed Natural Gas Powered Street Sweeper
File #:
Presenters Name & Title: Greg Trainor, Utilities, Streets, Facilities Director Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

Purchase request for a new Compressed Natural Gas (CNG) Street Sweeper to replace two aging diesel units currently in the City’s fleet. Because of its clean burning properties, CNG vehicles require fewer oil changes and have longer life spans.

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.

This purchase will positively affect the environment by using CNG compared with diesel. CNG is a cleaner burning fuel which reduces the harmful emissions emitted into the air.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Award the Purchase of a 2012 Elgin Pelican Street Sweeper to Faris Machinery Company of Grand Junction, CO in the Amount of \$201,079.

Board or Committee Recommendation:

This unit has been chosen for replacement by the Fleet Replacement Committee.

Background, Analysis and Options:

A formal solicitation was advertised in the Daily Sentinel and sent to a source list of manufacturers and dealers capable of providing a CNG street sweeper per our specifications. Two older model diesel units were offered as trade-in units. One is a 2004 Elgin Pelican and the other is a 2004 Tymco 600 Series. The prices listed are after trade-in allowance is deducted. The following firm responded:

FIRM	LOCATION	PRICE
Faris Machinery Company/2012 Elgin Pelican	Grand Junction, CO	\$201,079

After reviewing the one response received, it was determined Faris Machinery offering the Elgin Pelican meets all the City's criteria for a CNG unit. Faris Machinery is a local dealer who will perform warranty repairs.

The difference in fuel costs between CNG and diesel will save the City approximately \$6,545 a year. This fuel savings will pay back the difference in cost between a diesel unit and CNG in less than 6 years. The cost differential is \$37,079 and the expected life of the unit is 7-8 years.

The Streets Division is reducing their fleet size to equal the number of operators on staff, therefore they are replacing two units with one.

Financial Impact/Budget:

Budgeted funds for this purchase have been accrued in the Fleet Replacement Internal Service Fund.

Legal issues:

N/A

Other issues:

The City of Grand Junction began exploring CNG opportunities as a way of capturing excess biomethane gas currently being flared off at the Persigo Wastewater Treatment Plant. It has since evolved into a partnership involving various government entities and private sector companies.

The City has completed Western Colorado's first CNG station, giving the local governments and citizens an opportunity to transition to the cleaner burning alternative fuel.

Previously presented or discussed:

In 2007, City Council passed Resolution 112-07 supporting the efforts of GJ CORE to promote conservation and reuse of our resources. The resolution in part states:

Local governments are in a unique position to implement and coordinate local action that will lead to significant and real reductions in energy use by influencing land use, transportation, building construction, waste management and management of City facilities and operations. Local government actions taken to conserve resources and increase energy efficiency provide multiple local benefits by decreasing pollution, creating jobs, reducing energy expenditures, enhancing urban livability and sustainability, and saving money for the City government, its businesses and its citizens.

Attachments:

N/A



Date: August 4, 2011
 Author: D. Paul Jagim
 Title/ Phone Ext: Project Engineer, 244-1542
 Proposed Schedule: August 15, 2011
 2nd Reading
 (if applicable): _____

Attach 4
Change Order #3 to the Construction Contract for the 29 Road and I70B Interchange Phase Project

CITY COUNCIL AGENDA ITEM

Subject: Change Order #3 to the Construction Contract for the 29 Road and I-70B Interchange Phase Project
File # (if applicable): N/A
Presenters Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

Change order #3 to the construction contract for the 29 Road and I-70B Interchange Phase Project increases the contract amount by \$443,344.61. Because funding for the project is being shared equally between the City and County, the City’s share of the change order cost would be \$221,672.31. This change order is necessary to add pedestrian fencing along the sidewalks above the retaining walls and because the soil conditions required additional improvement to ensure the design life was achieved. There will be no financial impact from this change order since the cost will be absorbed by the contingency line item already built in to the overall project budget.

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

This change order to the construction contract is necessary to ensure the successful completion of the 29 Road Interchange Project.

Action Requested/Recommendation:

Authorize the City Purchasing Division to execute change order #3 to the construction Contract with Lawrence Construction Company for the 29 Road and I-70B Interchange Phase Project, changing the total contract amount to \$19,981,037.95 thereby increasing the contract by \$443,344.61.

Board or Committee Recommendation:

The Memorandum of Understanding between the City and County stipulates that the City will administer the construction contract for the 29 Road and I-70B Interchange Project, including executing change order’s as required. The County’s Public Works Director, Pete Baier, and project staff have been consulted on the details and costs of the proposed change order #3 and they have recommended that the City proceed with this change order.

Background, Analysis and Options:

The construction contract for the 29 Road & I-70B Interchange Phase project was awarded to Lawrence Construction Company in May, 2010 in the amount of \$19,312,363.34. There have been two previous change orders. Change order #1 added \$283,000 to the contract and was for additional ground improvements required primarily on the south bridge approach. Change order #2 was a deduct change order reducing the contract amount by \$57,670. The Contractor was able to reuse some of the embankment material generated on site, thereby reducing the amount of select material imported to the site which is paid for by the cubic yard. The revised contract amount after Change Order #1 and #2 is \$19,537,693.34.

Change order #3 is a combination of two separate required contract additions. First, change order #3 will add 2,229 linear feet of painted steel pedestrian railing that will run along the sidewalk in the areas of the retaining walls. The addition of pedestrian fencing represents \$286,875.32 of the change order #3 amount.

Bridge rails are designed to withstand vehicle impacts and are constructed along all of the wall and bridge areas. Steel pedestrian fencing is added to the bridge rail in areas where sidewalks are present. When the project was bid out, the correct quantity of bridge rail was bid, however the quantity of pedestrian fencing was incorrectly listed and was 2,229 linear feet less than what is actually needed.

Lawrence Construction has proposed a price for the combined bridge rail and pedestrian fencing items of \$206.08 per linear foot for the work proposed in Change Order #3. This per foot price is actually less than the original bid price for the combined bridge rail and pedestrian fencing, which is \$235.00 per foot. Lawrence agreed to renegotiate the unit cost of these items because of the economies of scale realized by the larger quantity of fencing now required.

The second contract addition included in change order #3 is for additional structural ground improvement work required under the north bridge approach. The additional structural ground improvement work represents \$156,469.29 of the change order #3 amount.

These two required contract additions result in a requested Change Order #3 amount of \$443,344.61.

Financial Impact/Budget:

There will be no financial impact from this change order since the cost will be absorbed by the contingency line item already built in to the overall project budget.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

This item has not previously been considered.

Attachments:

None



Date: August 4, 2011
 Author: Brian Rusche
 Title/ Phone Ext: Sr. Planner/4058
 Proposed Schedule: Referral of Annex – July 6, 2011
 2nd Reading
 (if applicable): Monday, August 15, 2011

Attach 5
Public Hearing – Ashley Annex and Zoning, Located at 2808 C ¾ Road

CITY COUNCIL AGENDA ITEM

Subject: Ashley Annexation and Zoning, Located at 2808 C ¾ Road
File #: ANX-2011-856
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary: A request to annex 1.144 acres of property known as the Ashley Annexation and to zone the annexation, consisting of one (1) parcel, less 0.153 acres of public right-of-way, to an I-2 (General Industrial) zone district.

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.

The proposed annexation meets Goal 12 by providing an opportunity for new development in an existing industrial area.

Action Requested/Recommendation: Adopt a Resolution Accepting the Petition for the Ashley Annexation, Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Annexation and Zoning Ordinances.

Board or Committee Recommendation: On July 12, 2011 the Planning Commission forwarded a recommendation of approval of the I-2 (General Industrial) zone district.

Background, Analysis and Options: See attached Staff Report/Background Information

Financial Impact/Budget: There are none.

Legal issues: There are none.

Other issues: There are none.

Previously presented or discussed: A Resolution Referring the Petition was adopted July 6, 2011. First reading of the Zoning Ordinance was August 3, 2011.

Attachments:

1. Staff report/Background information

2. Annexation/Site Location Map
3. Future Land Use Map
4. Existing City and County Zoning Map
5. Resolution Accepting the Petition
6. Annexation Ordinance
7. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		2808 C ¾ Road		
Applicants:		Ronald and Angelina Ashley		
Existing Land Use:		Construction Storage		
Proposed Land Use:		Indoor Shooting Range		
Surrounding Land Use:	North	Industrial		
	South	Undeveloped		
	East	Single-family Residential		
	West	Auto Salvage		
Existing Zoning:		County PUD (Planned Unit Development)		
Proposed Zoning:		I-2 (General Industrial)		
Surrounding Zoning:	North	I-2 (General Industrial)		
	South	County PUD (Planned Unit Development)		
	East	County PUD (Planned Unit Development)		
	West	County PUD (Planned Unit Development) County RSF-R (Residential Single-Family Rural)		
Future Land Use Designation:		Industrial		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 1.144 acres of land and is comprised of one (1) parcels and 0.153 acres of public right-of-way. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Ashley Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;

- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed:

ASHLEY ANNEXATION SCHEDULE	
July 6, 2011	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
July 12, 2011	Planning Commission considers Zone of Annexation
August 3, 2011	Introduction Of A Proposed Ordinance on Zoning by City Council
August 15, 2011	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
September 18, 2011	Effective date of Annexation and Zoning

ASHLEY ANNEXATION SUMMARY		
File Number:		ANX-2011-856
Location:		2808 C ³ / ₄ Road
Tax ID Numbers:		2943-192-00-262
# of Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		1.144 acres
Developable Acres Remaining:		0.991 acres
Right-of-way in Annexation:		0.153 acres
Previous County Zoning:		County PUD (Planned Unit Development)
Proposed City Zoning:		I-2 (General Industrial)
Current Land Use:		Construction Storage
Future Land Use:		Indoor Shooting Range
Values:	Assessed:	\$7,310
	Actual:	\$91,840
Address Ranges:		2808 C ³ / ₄ Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	Central Grand Valley Sanitation District
	Fire:	Grand Junction Rural Fire Protection District
	Irrigation/ Drainage:	Grand Valley Irrigation Company Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	Grand River Mosquito Control District

ZONE OF ANNEXATION:

1. Background:

The 1.144 acre Ashley Annexation consists of one (1) parcel, located at 2808 C ³/₄ Road, along with 0.153 acres of C ³/₄ Road right-of-way. The property is currently used for construction storage and is zoned County PUD (County Planned Unit Development). It is designated as Industrial by the Comprehensive Plan - Future Land Use Map.

The applicant is requesting an I-2 (General Industrial) zone district to allow for the redevelopment of the property as an Indoor Shooting Range. This use requires a Conditional Use Permit, which will be submitted and reviewed separate from this application.

2. Grand Junction Municipal Code – Chapter 21.02 – Administration and Procedures:

Section 21.02.160 of the Grand Junction Municipal Code states: Land annexed to the City shall be zoned in accordance with GJMC Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The requested zone of annexation to an I-2 (General Industrial) zone district is consistent with the Comprehensive Plan – Future Land Use Map designation of Industrial.

Section 21.02.140(a) states: In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

- (1) Subsequent events have invalidated the original premises and findings; and/or

Response: The current zoning is County Planned Unit Development (PUD), which was approved in 1979 with the intention of commercial land uses. No development of the property has taken place since this zoning was adopted.

In 1998, Mesa County and the City of Grand Junction adopted the Persigo Agreement, which requires annexation of the property prior to development. Under the Persigo Agreement the City has agreed to zone newly annexed areas using either the current County zoning or conforming to the Comprehensive Plan. The proposed zoning of I-2 (General Industrial) conforms to the Comprehensive Plan – Future Land Use Map, adopted in 2010, which has designated the property as Industrial.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The land uses along 28 Road south of the Riverside Parkway consist of salvage yards, industrial warehouses, remnant single-family dwellings, undeveloped lots, and a correctional facility. While there have been previous development proposals in this neighborhood spanning the last two decades, very little new construction has taken place. The exception is adjacent to the subject property at 380 28 Road, where Crown Supply has developed an industrial office/warehouse and storage yard on about 6 acres, completed in 2009.

The opportunity for redevelopment of this property, with a use consistent with the anticipated industrial character of the surrounding area, is consistent with the Comprehensive Plan and the proposed zoning designation.

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

Response: The adjacent neighborhood is already served by public utilities, including sanitary sewer, domestic water, irrigation water, electric, gas,

telecommunications, streets, etc. Extensions of these services to future development would be concurrent with that development.

The property is easily accessible from the Riverside Parkway.

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

Response: The Comprehensive Plan anticipates that the majority of the land west of Summer Glen and south of the Riverside Parkway will be developed as industrial. Full development of these properties will likely take many years, but proper zoning is one of the first steps toward this development.

The subject property has been owned by the applicant for nearly a decade. The applicant would like the opportunity to apply for a Conditional Use Permit for an Indoor Shooting Range to be constructed on the property.

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

Response: The proposed zoning designation will ensure a consistent set of development standards in anticipation of future development.

Alternatives: The following zone districts would also be consistent with the Comprehensive Plan – Future Land Use Map designation for the property:

1. I-O (Industrial/Office Park)
2. I-1 (Light Industrial)

PLANNING COMMISSION RECOMMENDATION:

After reviewing the Ashley Annexation, ANX-2011-856, for a Zone of Annexation, the Planning Commission made the following findings of fact and conclusions:

1. The I-2 (General Industrial) zone district is consistent with the goals and policies of the Comprehensive Plan.
2. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met.

If the Council chooses to not approve the request and instead approves one of the alternative zone designations, specific alternative findings must be made as to why the Council is approving an alternative zone designation.

Annexation / Site Location Map

Figure 1



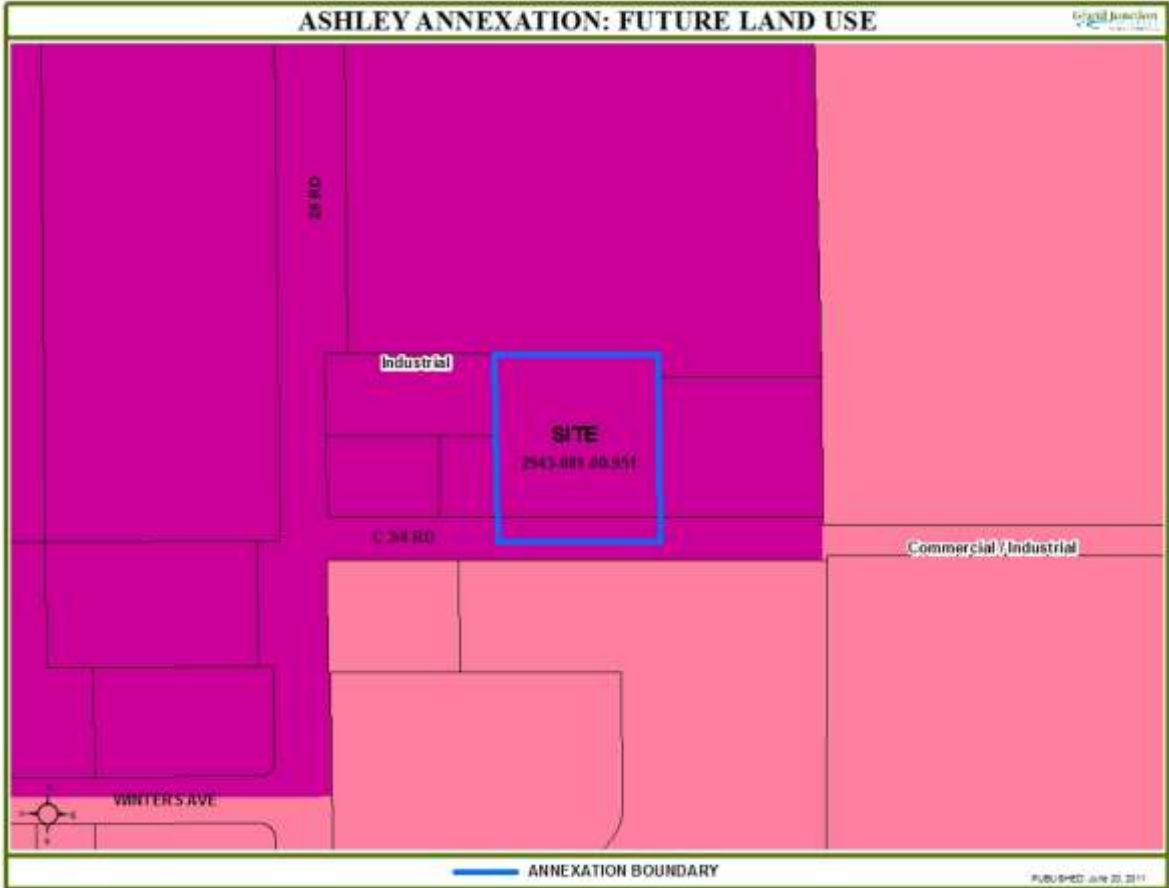
Aerial Photo Map

Figure 2



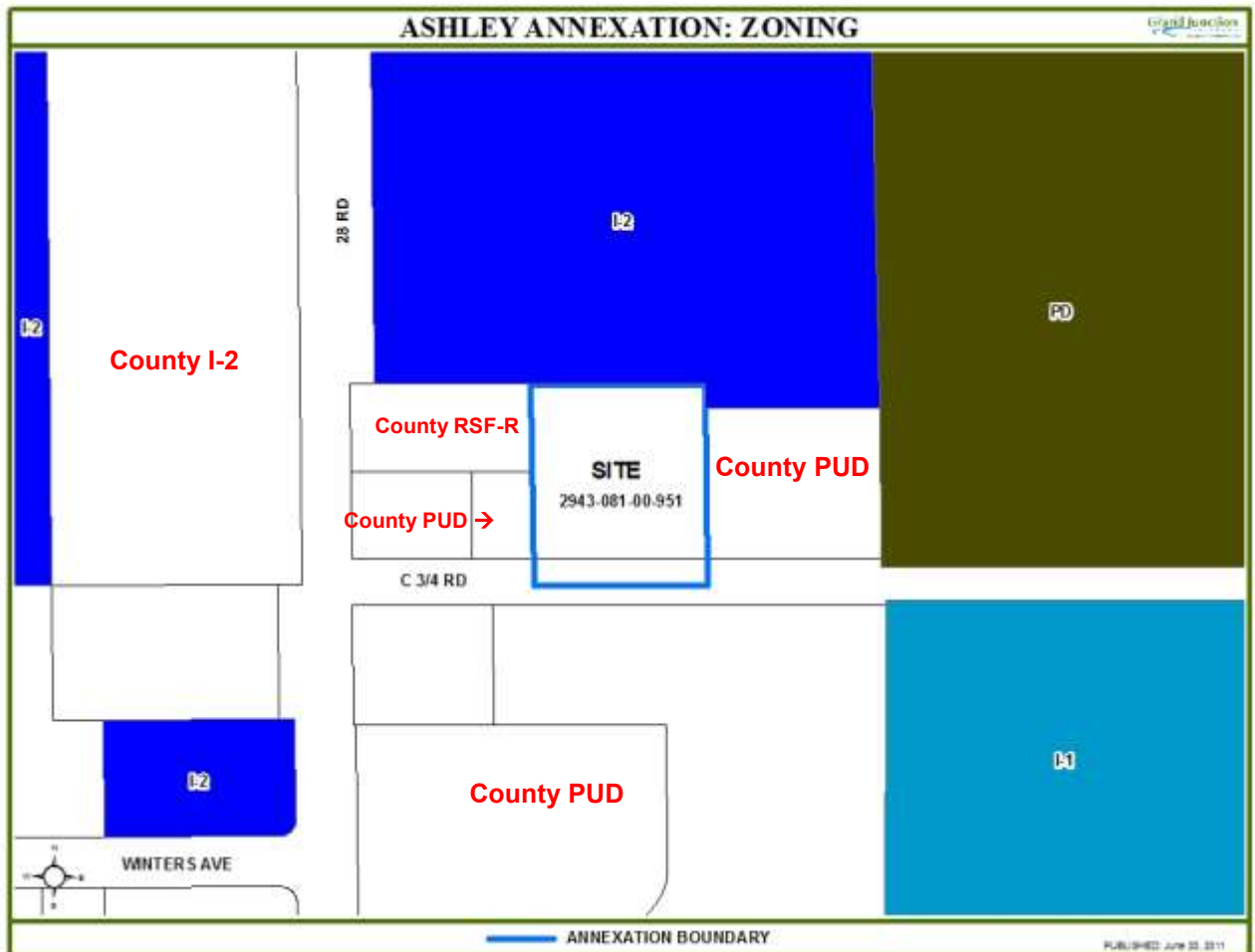
Comprehensive Plan Map

Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ___-11

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION,
MAKING CERTAIN FINDINGS,
DETERMINING THAT PROPERTY KNOWN AS THE**

ASHLEY ANNEXATION

**LOCATED AT 2808 C ³/₄ ROAD AND
INCLUDING A PORTION OF THE C ³/₄ ROAD RIGHT-OF-WAY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 6th day of July, 2011, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

ASHLEY ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the South line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°41'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°41'26" E along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 250.19 feet to the Point of Beginning; thence from said Point of Beginning, N 00°25'06" W a distance of 239.00 feet to a point on the South line of the Western Slope Warehouse Annexation No. 4, City of Grand Junction Ordinance No. 3122, as same is recorded in Book 2575, Page 352, Public Records of Mesa County, Colorado; thence S 89°41'38" E along the South line of said Annexation, a distance of 208.52 feet; thence S 00°25'06" E a distance of 239.00 feet to a point on the South line of the NW 1/4 NW 1/4 of said Section 19; thence N 89°41'26" W along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 208.52 feet, more or less, to the Point of Beginning.

CONTAINING 49,836.3 Square feet or 1.144 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of August 2011; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements

therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the _____ day of _____, 2011.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

ASHLEY ANNEXATION

APPROXIMATELY 1.144 ACRES

**LOCATED AT 2808 C ³/₄ ROAD AND
INCLUDING A PORTION OF THE C ³/₄ ROAD RIGHT-OF-WAY**

WHEREAS, on the 6th day of July, 2011, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of August, 2011; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

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

ASHLEY ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the South line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°41'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°41'26" E along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 250.19 feet to the Point of Beginning; thence from said Point of Beginning, N 00°25'06" W a distance of 239.00 feet to a point on the South line of the Western Slope Warehouse Annexation No. 4, City of Grand Junction Ordinance No. 3122, as same is recorded in Book 2575, Page 352, Public Records of Mesa County, Colorado; thence S 89°41'38" E along the South line of said Annexation, a distance of 208.52 feet; thence S 00°25'06" E a distance of 239.00 feet to a point on the South line of the NW 1/4 NW 1/4 of said Section 19; thence N 89°41'26" W along

the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 208.52 feet, more or less, to the Point of Beginning.

CONTAINING 49,836.3 Square feet or 1.144 Acres, more or less, as described.

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

INTRODUCED on first reading the 6th day of July, 2011 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2011 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE ASHLEY ANNEXATION
TO I-2 (GENERAL INDUSTRIAL)**

LOCATED AT 2808 C ³/₄ ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Ashley Annexation to the I-2 (General Industrial) zone district, finding conformance with the recommended land use category as shown on the Future Land Use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the I-2 (General Industrial) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned I-2 (General Industrial):

ASHLEY ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the South line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°41'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°41'26" E along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 250.19 feet to the Point of Beginning; thence from said Point of Beginning, N 00°25'06" W a distance of 239.00 feet to a point on the South line of the Western Slope Warehouse Annexation No. 4, City of Grand Junction Ordinance No. 3122, as same is recorded in Book 2575, Page 352, Public Records of Mesa County, Colorado; thence S 89°41'38" E along the South line of said Annexation, a distance of 208.52 feet; thence S 00°25'06" E a distance of 239.00 feet to a point on the South line of the NW 1/4 NW 1/4 of said Section 19; thence N 89°41'26" W along the South line of the NW 1/4 NW 1/4 of said Section 19, a distance of 208.52 feet, more or less, to the Point of Beginning.

CONTAINING 49,836.3 Square feet or 1.144 Acres, more or less, as described.

LESS 6,655.6 Square feet or 0.153 Acres, more or less, of C $\frac{3}{4}$ Road Right-of-way.

INTRODUCED on first reading the 3rd day of August, 2011 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2011 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Date: August 4, 2011
 Author: Lee Cooper
 Title/ Phone Ext: Project Engineer, ext. 4155
 Proposed Schedule: August 15, 2011
 2nd Reading
 (if applicable): _____ N/A

Attach 6
Lincoln Park Stadium Lighting Upgrade

CITY COUNCIL AGENDA ITEM

Subject: Lincoln Park Stadium Lighting Upgrade
File # (if applicable): N/A
Presenters Name & Title: Rob Schoeber, Parks and Recreation Director Jay Valentine, Assist. Financial Operations Manager

Executive Summary:

As part of the Lincoln Park Stadium Improvements Project, the Parks and Recreation Department is proposing to upgrade the sports-field lighting systems around the football and baseball fields with a more effective and efficient lighting system in order to bring them up to minimum broadcasting standards. The current sports-field lights are all MUSCO Lighting, LLC units, and in order to maintain electrical and structural compatibility and conformity, the Parks and Recreation Department is proposing to sole source with MUSCO to provide the next generation in lighting for Stocker Stadium and Suplizio Field.

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

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

The construction of the new grandstands, concessions area, and the pressbox/hospitality suite will enhance the experience for both spectators and baseball/football teams that come to use the City’s Lincoln Park Sports Facilities. In addition, upgrading the sports-field lighting will enhance the nighttime visual characteristics on the field for both spectators and athletes to enjoy.

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

For many years the City has provided an athletic facility that has experienced many great sporting events; and one way for the City and citizens to continue to experience great sporting events is by the City investing in the already great athletic facility by constructing a section of new grandstands, press boxes, athletic field lighting and a hospitality suite. These new amenities will be sure to provide great sporting experiences for many more years.

Action Requested/Recommendation:

Authorize the City Purchasing Division to Enter into a Contract with MUSCO Lighting, LLC to Provide Stadium Lighting Upgrades for the Lincoln Park Stadium Improvement Project in the Estimated Amount of \$136,200.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

During the design/build process with FCI Constructors, Inc. for the Lincoln Park Stadium Improvements Project, it was decided in the early stages of the stadium design process that the new pressbox/hospitality suite structure and electrical fixtures would be designed specifically for MUSCO brand athletic field lights. The primary reason for this is to maintain compatibility and conformity with all of the other sports-field lights around the football and baseball fields.

The City's contract with FCI Constructors, Inc. includes MUSCO installing three new MUSCO sports-field lighting units on the roof of the pressbox/hospitality suite building which will be paid for using the designated Project Funds. Later, it was found to be advantageous to upgrade the rest of the existing MUSCO lights around the football and baseball fields due to the current lights being at or near the end of their design life.

In addition, the baseball field's 3rd base line light pole unit, which is currently located in front on the grandstands, will be removed and replaced with a new MUSCO light pole structure and relocated behind the 3rd base line grandstands for conformity with the rest of the baseball field's lights and be out of the spectators views.

In order to limit the impact to the project budget, MUSCO will be utilizing the existing electrical and structural systems. In doing so, a fixture to fixture swap of the current MUSCO Sports Cluster 1 lighting equipment for new MUSCO Sports Cluster Green lighting equipment will be the best practice in order to not exceed the loading on both the electrical and structural systems. By switching to Green Generation Lighting, the sports-field lighting is 50% more efficient and reduces light pollution by 50% over MUSCO's current lights at the two sports fields.

With City Council approval, MUSCO Lighting, LLC will upgrade the existing sports-field lighting around the football and baseball fields with MUSCO's Green Generation Lighting Technology. This work includes providing new fixtures, lamps, fitters, cross arms and attachment hardware, and re-aiming all of the lights installed. In addition, the City will purchase from MUSCO a new 100' tall light pole and precast concrete base section for installation behind the 3rd base line grandstands.

This project is scheduled to be completed in spring of 2012. Due to long product lead times, it's necessary to complete this contract in advance.

Financial Impact/Budget:

This project will be budgeted in the Conservation Trust Funds as a part of the 2012 Parks Department Capital Improvement Budget.

– MUSCO Lighting, LLC Sole Source Agreement:		
○ MUSCO lighting upgrades around sports fields	=	\$127,500.00
○ MUSCO 100' tall light pole and base section	=	<u>\$ 8,700.00</u>
Total Sports Field Lighting Upgrades Cost	=	\$136,200.00

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

N/A



Date: August 8, 2011
 Author: Traci Wieland
 Title/ Phone Ext: 254-3846
 Proposed Schedule: August
15, 2011
 2nd Reading
 (if applicable): _____

Attach 7
Great Outdoors Colorado Planning Grant for Las Colonias Park Master Plan

CITY COUNCIL AGENDA ITEM

Subject: Great Outdoors Colorado Planning Grant for Las Colonias Park Master Plan
File # (if applicable):
Presenters Name & Title: Rob Schoeber, Parks and Recreation Director

Executive Summary:

Parks and Recreation is seeking approval to apply for a Great Outdoors Colorado (GOCO) planning grant to assist with funding a master plan for Las Colonias Park. A resolution from the governing body with primary jurisdiction must be attached to all grant applications. The fall cycle of grants is due on August 26th with an award decision on December 6th.

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

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

The proximity of this parcel of land to the downtown area lends itself greatly to a unique regional park that will complement the current experiences offered in the downtown area.

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

This 100 acre site will be designed in a way that incorporates the adjacent river and also addresses current needs of the community.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and recreational purposes.

The planning process will include solicitation of community input, and will support the current efforts of Mesa County and the Riverfront Commission.

Action Requested/Recommendation:

Adopt Resolution Supporting the Application for GOCO Grant Funds

Board or Committee Recommendation:

The Property Committee has reviewed this project and recommended application to GOCO for a planning grant.

Background, Analysis and Options:

A master plan for this site was completed by EDAW, Inc., of Fort Collins, and adopted by City Council in 2007. Due to changes in community priorities, it is necessary to re-evaluate this plan, update development costs and re-establish a priority for development. The Property Committee has been approached by a community interest group who would like to pursue the development of this site. At least two potential funding sources have been proposed by this group. It is our goal to have an updated plan completed in 2012 and evaluate the potential development timeline.

Financial Impact/Budget:

This GOCO planning grant requires a 10% cash match from the City of Grand Junction. The maximum award is \$50,000.

Legal issues:

N/A

Other issues:

Recent changes to the river-flow patterns in this area necessitate an updated plan for this site. This plan will also incorporate development restrictions relating to groundwater contamination.

Previously presented or discussed:

N/A

Attachments:

Resolution attached.

RESOLUTION NO. ____

**A RESOLUTION SUPPORTING THE GRANT APPLICATION
FOR A LOCAL PARKS AND OUTDOOR RECREATION PLANNING GRANT
FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO
FOR THE LAS COLONIAS PARK MASTER PLAN**

WHEREAS, the City of Grand Junction is requesting \$50,000 from Great Outdoors Colorado to develop a master plan for Las Colonias Park, and

WHEREAS, Great Outdoors Colorado requires that the City Council of the City of Grand Junction state its support for the Great Outdoors Colorado grant application for the Las Colonias Park Master Plan.

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

The City Council strongly supports the application to Great Outdoors Colorado for the Las Colonias Park Master Plan Planning Grant.

The City Council acknowledges that the grant application include matching funds which the City is solely responsible to provide if a grant is awarded.

The City Council will appropriate matching funds and authorize expenditure of funds as necessary to meet the terms and obligations of any grant awarded.

This resolution to be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2011.

Kenyon

President of the City Council

Tom

ATTEST:

Stephanie Tuin, City Clerk



Date: August 8, 2011
Author: Amy Jordan
Title/ Phone Ext: Deputy Director:
Administration 970-248-8597
Proposed Schedule: August 15,
2011

Attach 8
Airport Grant to Conduct Environmental Assessment for Runway Replacement

CITY COUNCIL AGENDA ITEM

Subject: Airport Grant to Conduct Environmental Assessment for Runway Replacement
File # (if applicable):
Presenters Name & Title: Rex A. Tippetts, AAE, Director of Aviation

Executive Summary: AIP-49 is a grant for \$1,180,014.00 to conduct an environmental assessment for replacement of Runway 11/29 (Phase II). The Supplemental Co-sponsorship Agreement is 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** 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 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-49 Grant Documents to Conduct Environmental Assessment for Replacement of Runway 11/29 (Phase II) at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreements for AIP-49.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority unanimously accepted AIP-49 at their July 19, 2011 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

This project is Phase 2 of an Environmental Assessment (EA) for the amendment of the Bureau of Land Management (BLM) Grand Junction Field Office Resource Management Plan, the transfer of BLM land and the relocation of the primary runway (Runway 11/29) at Grand Junction Regional Airport.

For additional information, please see the attached project summary.

Attachments:

1. Detailed Project Summary
2. Draft Grant Agreement for AIP-49
3. Supplemental Co-sponsorship Agreement.
4. 2011 Sponsor Assurances (Latest Addition)
5. List of Current FAA Advisory Circulars

Grand Junction Regional Airport
Conduct Environmental Assessment for Replacement Runway 11/29 (Phase II)
Detailed Project Summary
Project Number: 3-08-0027-049

This project is Phase 2 of an Environmental Assessment (EA) for the amendment of the Bureau of Land Management (BLM) Grand Junction Field Office Resource Management Plan, the transfer of BLM land and the relocation of the primary runway (Runway 11/29) at Grand Junction Regional Airport. This Assessment will be conducted pursuant to the National Environmental Policy Act (NEPA), Federal Aviation Administration (FAA) Order 1050.1E, FAA Order 5050.4B, BLM Land Use Planning Handbook (H-1601-1), BLM National Environmental Policy Act Handbook (H-1790-1), and Council on Environmental Quality (CEQ) guidelines.

An EA generally consists of five elements, as dictated by the National Environmental Policy Act (NEPA) and Council on Environmental Quality (CEQ) guidelines. These five elements are as follows:

- 1) Purpose and Need of Project;
- 2) Development of Alternatives;
- 3) Identification of the Affected Environment;
- 4) Environmental Consequences; and,
- 5) Public Participation/Documentation.

This study is being conducted in two separate phases. Phase 1, which was initiated in August of 2009 and completed in May of 2011, included a formal scoping process, preliminary investigations related to the affected environment, identification of the proposed actions and development of the purpose and need for the proposed airport improvements. Phase 2 is the preparation and processing of an Environmental Assessment (EA) document. Phase 2 will commence immediately.

This second phase of the study will consist of the following elements:

Phase 2 – Environmental Assessment

- 1) Community Involvement & Coordination
- 2) Prepare Environmental Assessment/RMP Amendment
- 3) Meetings
- 4) Incorporate Comments, Prepare Final EA/RMP Amendment and Compile Administrative Record

The total grant amount for Phase 2 of the Environmental Assessment is \$1,180,014.00.

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:

Airport: Grand Junction Regional

Project Number: 3-08-0027-49

Contract Number: DOT-FA11NM-10XX

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 12, 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 II),

all as more particularly described in the Project Application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,180,014. 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:

\$1,180,014 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 [Date], 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 June 2, 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 Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
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 June 16, 2011. 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 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 County of Mesa entered into between the parties on June 16, 2011. 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.
15. 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.

16. **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).

17. The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.
18. 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 _____, 2011.

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 _____, 2011.

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 _____, 2011.

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 _____, 2011.

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 _____, 2011.

**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 _____, 2011.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2011, 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. 3-08-0027-49 ("Project").

D. The FAA is willing to provide approximately \$1,180,014.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

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

City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Thomas R. LaCroix, 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 this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of 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 11988 – 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 Disadvantaged 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 (OMB) Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for 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 this grant agreement which it will own or control.

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in 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 this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

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 the 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 (60) 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:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- 29. Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; 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 (6) month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN
AIP FUNDED AND PFC APPROVED PROJECTS
Dated: 6/2/2010**

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17A and Change 1	Design Standards for an Aircraft Rescue Firefighting Training Facility
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-13 and Changes 1 – 15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1J and Change 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits

150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

DATED: 6/2/2010 NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Change 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY

DATED: 6/2/2010 NUMBER	TITLE
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)