

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



**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 1, 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
Moment of Silence

Proclamation

Proclaiming June 6 – 12, 2011 as "Colorado Mesa University Week" in the City of Grand Junction

Appointments

To the Grand Junction Regional Airport Authority

To the Parks and Recreation Advisory Board

Council Comments

Citizen Comments

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

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

1. **Public Hearing—Carroll Rezone, Located at 1220 and 1240 Cannell Avenue**
[File #RZN-2011-665] [Attach 1](#)

Request to rezone 0.35 +/- acres located at 1220 and 1240 Cannell Avenue from R-8 (Residential – 8 du/ac) to R-O (Residential Office) zone district in anticipation to develop and/or market the properties as mixed use office and/or multi-family residential.

Ordinance No. 4469—An Ordinance Rezoning the Carroll Rezone from R-8 (Residential – 8 du/ac) to R-O (Residential Office), Located at 1220 Cannell Avenue and 1240 Cannell Avenue

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of Ordinance No. 4469

Staff presentation: Scott D. Peterson, Senior Planner

***** CONSENT CALENDAR ***®**

2. **Minutes of Previous Meeting** [Attach 2](#)

Action: Approve the Minutes of the May 16, 2011 Regular Meeting

3. **Airport Grant for Master Plan Study of Terminal Area** [Attach 3](#)

AIP-48 is a grant for \$382,958.00 to conduct an Airport Master Plan Study (Terminal Area Plan). The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City. For additional information, please see the attached Detailed Project Summary.

Action: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-48 Grant Documents for Airport Master Plan Study (Terminal Area Plan) at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-48

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

4. **Setting a Hearing on Modifications to Grand Junction Municipal Code Chapter 12.24, Commercial Use of Public Right-of-Way in Downtown Area, and Revision to the Outdoor Dining Lease** [Attach 4](#)

The modifications to the Grand Junction Municipal Code and the revision to the outdoor dining lease will clarify requirements and provide a uniform standard for all outdoor dining areas. The proposed amendments will also update the event permit and news box standards in the Downtown.

Proposed Ordinance Amending Section 12.24 of the Grand Junction Municipal Code, Regulating Commercial Use of Public Right-of-Way in Downtown Area, to Revise Sidewalk Dining Regulations and the News Box Regulations

Action: Introduction of a Proposed Ordinance and Set a Hearing for June 13, 2011

Staff presentation: Heidi Hoffman Ham, DDA Executive Director

5. **Outdoor Dining Lease for Nine 7 OH Hospitality dba Spring Hill Suites, Located at 236 Main Street** [Attach 5](#)

Nine 7 OH Hospitality dba Spring Hill Suites is requesting an Outdoor Dining Lease for an area measuring approximately 47 feet by approximately 8.4 feet directly in front of the new hotel property located at 236 Main Street. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The lessee intends for the outdoor dining area to be a raised platform.

Resolution No. 26-11—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Nine 7 OH Hospitality dba Spring Hill Suites

®Action: Adopt Resolution No. 26-11

Staff presentation: Heidi Hoffman Ham, DDA Executive Director

6. **Federal Building Geo-Thermal Revocable Permit, Located at 400 Rood Avenue** [File #RVP-2011-733] [Attach 6](#)

US General Services Administration is requesting a Revocable Permit to install 12 geo-thermal wells in the east/west and north/south alleys between North 4th Street and North 5th Street, between Rood Avenue and White Avenue, as part of

the federally funded remodel taking place at the Wayne N. Aspinall Federal Courthouse located at 400 Rood Avenue.

Resolution No. 27-11—A Resolution Concerning the Issuance of a Revocable Permit to US General Services Administration for the Wayne N. Aspinall Federal Courthouse at 400 Rood Avenue

®Action: *Adopt Resolution No. 27-11*

Staff presentation: Senta Costello, Senior Planner

7. **2011 Sewer Line Replacement Project** [Attach 7](#)

This request is for the contract award for the replacement of approximately 6,600 lineal feet of sewer main line, 2,200 lineal feet of sewer service line and 30 manholes due to age and condition. The majority of this project will be located between 15th Street and Linda Lane, north of and along Orchard Avenue.

Action: *Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction of Grand Junction, Colorado for the Construction of the 2011 Sewer Line Replacement Project in the Amount of \$614,446.95*

Staff presentation: Tim Moore, Public Works and Planning Director
Jay Valentine, Assistant Financial Operations Manager

8. **Setting a Hearing on the Crossroads United Methodist Annexation, Located at 599 30 Road** [File # ANX-2011-712] [Attach 8](#)

A request to annex 3.9 acres, located at 599 30 Road. The Crossroads United Methodist Annexation consists of one parcel, which includes 20,463 square feet of 30 Road Right-of-Way.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 28-11—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Crossroads United Methodist Annexation, Located at 599 30 Road

®Action: *Adopt Resolution No. 28-11*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Crossroads United Methodist Annexation, Approximately 3.90 Acres, Located at 599 30 Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for July 18, 2011*

Staff presentation: Lori V. Bowers, Senior Planner

9. **Setting a Hearing on the JR Enclave Annexation, Located at 247 Arlington Drive** [File # ANX-2011-755] [Attach 9](#)

A request to annex 6.80 acres of enclaved property, located at 247 Arlington Drive. The JR Enclave consists of one (1) parcel and no public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five (5) years. The JR Enclave has been enclaved since July 9, 2006.

a. Notice of Intent to Annex and Exercising Land Use Control

Resolution No. 29-11—A Resolution of the City of Grand Junction, Giving Notice that a Tract of Land Known as JR Enclave, Located at 247 Arlington Drive, Consisting of Approximately 6.80 Acres, will be Considered for Annexation to the City of Grand Junction, Colorado and Exercising Land Use Control

®Action: *Adopt Resolution No. 29-11*

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, JR Enclave Annexation, Located at 247 Arlington Drive, Consisting of Approximately 6.80 Acres

Action: *Introduction of a Proposed Ordinance and Set a Hearing for July 18, 2011*

Staff presentation: Brian Rusche, Senior Planner

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

10. **Non-Scheduled Citizens & Visitors**
11. **Other Business**
12. **Adjournment**



Date: May 23, 2011
 Author: Scott D. Peterson
 Title/ Phone Ext: Senior Planner/1447
 Proposed Schedule: May 16, 2011
 2nd Reading
 (if applicable): June 1, 2011

Attach 1
Public Hearing – Carroll Rezone, Located at 1220 and 1240 Cannell Ave

CITY COUNCIL AGENDA ITEM

Subject: Carroll Rezone, Located at 1220 and 1240 Cannell Avenue
File #: RZN-2011-665
Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request to rezone 0.35 +/- acres located at 1220 and 1240 Cannell Avenue from R-8 (Residential – 8 du/ac) to R-O (Residential Office) zone district in anticipation to develop and/or market the properties as mixed use office and/or multi-family residential.

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

The proposed rezone request furthers Goals 3, 4, 5, 6, and 7 of the Comprehensive Plan by;

- Facilitating ordered and balanced growth throughout the community,
- Supporting the continued development of the downtown area of the City Center,
- Providing a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages,
- Encouraging land use decisions that preserve and provide for appropriate reuse and finally creating appropriate buffering between new and existing development.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of a Proposed Ordinance for the Carroll Rezone.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested rezone at their April 26, 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:

First Reading of the Ordinance was May 16, 2011.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan / Blended Residential Map
Existing City Zoning Map
Ordinance

BACKGROUND INFORMATION				
Location:		1220 and 1240 Cannell Avenue		
Applicants:		Clark Carroll and Phyllis Carroll, Owners Alicia Herring, Representative		
Existing Land Use:		Single-family home on each property		
Proposed Land Use:		Future mixed use (office and/or multi-family residential) development		
Surrounding Land Use:	North	Mesa State College – Student housing		
	South	Mesa State College – Mixed Use (commercial/student housing)		
	East	Mesa State College – Student housing		
	West	Single-family residential		
Existing Zoning:		R-8, (Residential – 8 du/ac)		
Proposed Zoning:		R-O, (Residential Office)		
Surrounding Zoning:	North	R-8, (Residential – 8 du/ac)		
	South	R-8, (Residential – 8 du/ac)		
	East	R-8, (Residential – 8 du/ac)		
	West	R-8, (Residential – 8 du/ac)		
Future Land Use Designation:		Business Park Mixed Use		
Zoning within density range?		X	Yes	No

1. Background:

The applicants, Clark Carroll and Phyllis Carroll, are requesting to rezone their properties located at 1220 and 1240 Cannell Avenue. The two properties are situated on the east side of Cannell Avenue and are surrounded by Mesa State College owned properties on three sides (north, south and east) that consist of student housing and commercial leases. The applicant's intent is to develop and/or market the properties as mixed use office and/or multi-family residential.

The R-O district was established to provide low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential neighborhoods. Development regulations and performance standards for the R-O district are intended to make buildings compatible and complementary in scale and appearance to a residential environment.

The applicants held a Neighborhood Meeting on December 21, 2010 with three adjacent property owners in attendance. No adverse comments related to the proposed rezone were raised during the meeting.

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: The properties have been zoned R-8 for many years and are also the last remaining properties on this block that are not owned by Mesa State College. The properties are now surrounded by Mesa State College on three (3) sides. Use of these properties as office and/or multi-family residential development is a logical extension of and makes good use of the adjacent commercial and residential dormitory land uses provided by Mesa State College.

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

Response: The character of the area has changed with the growth of Mesa State College. As Mesa State College continues to expand and develop, the character of the area has changed. In addition, the proposed rezone to R-O provides an appropriate transition and logical extension from the existing adjacent Mesa State College properties which contain mixed use developments of commercial and residential dormitory land uses along North Avenue.

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

Response: There are adequate public and community facilities existing in the area of the proposed rezone request to accommodate any future development. City water service is available in Cannell Avenue and City sewer service is available in an easement along the east property boundary. The proposed rezone is also within walking distance of services and educational opportunities provided by Mesa State College and commercial retail services and restaurants along North Avenue. Grand Valley Transit also provides bus service along North Avenue.

(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 proposed rezone to R-O would be a natural progression and transition between the existing mixed use commercial and residential dormitory buildings offered by Mesa State College directly to the south along North Avenue and the residential properties to the west. The existing properties are surrounded by Mesa State College properties on three sides and the proposed zone will allow land uses that are supportive of services and educational opportunities offered by Mesa State College.

(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 creating the potential of office and/or multi-family residential development that is compatible with the adjacent commercial and residential dormitory land uses provided by Mesa State College. The community and area also benefit from the potential for an attractive and useful re-development of properties that will include new landscaping and other on-site improvements.

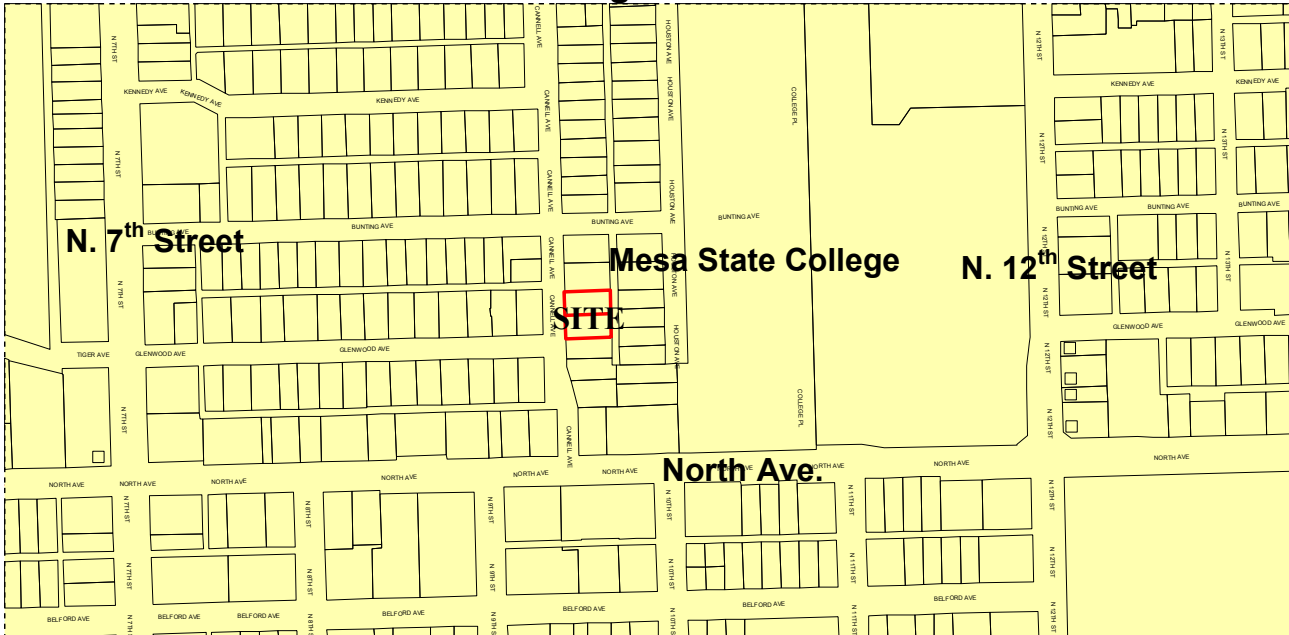
Alternatives: In addition to the R-O zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designation for the subject property.

- a. R-12, (Residential – 12 du/ac)
- b. R-16, (Residential – 16 du/ac)
- c. R-24, (Residential – 24 du/ac)
- d. CSR, (Community Services and Recreation)
- e. BP, (Business Park Mixed Use)
- f. I-O, (Industrial/Office Park)

The Planning Commission recommends a R-O zone designation and does not recommend R-12, R-16, R-24, CSR, BP or I-O. If the City Council chooses to approve one of the alternative zone designations, specific alternative findings must be made as to why the City Council is approving an alternative zone designation.

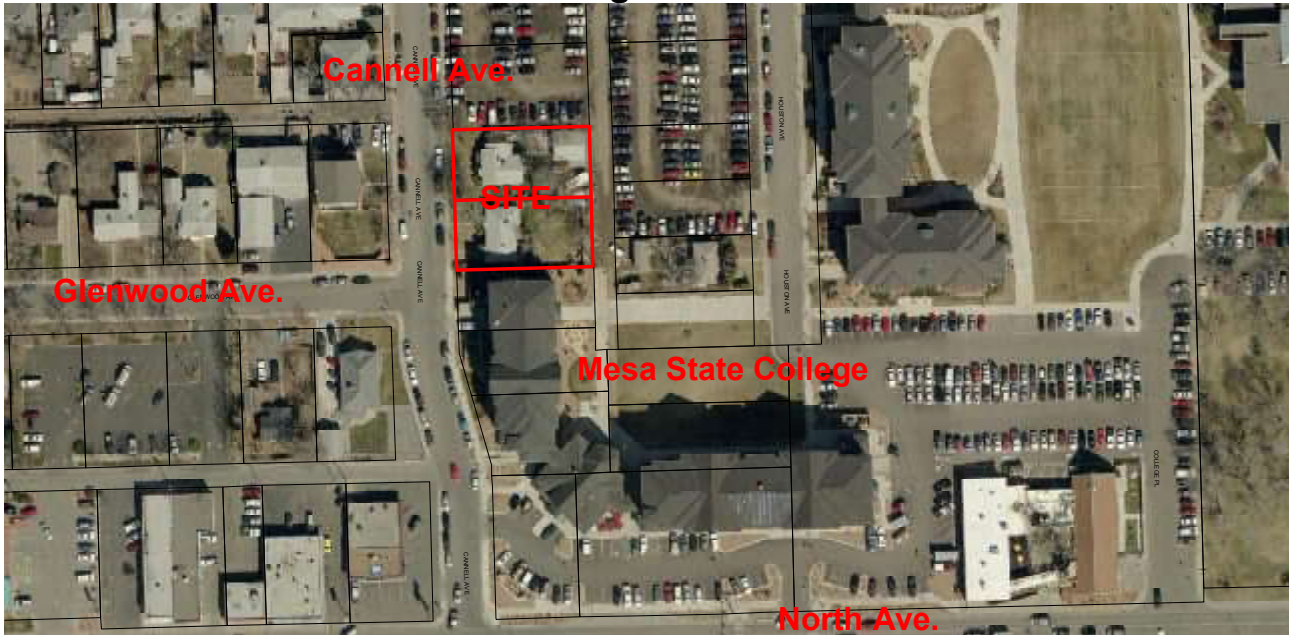
Site Location Map – 1220 & 1240 Cannell

Figure 1



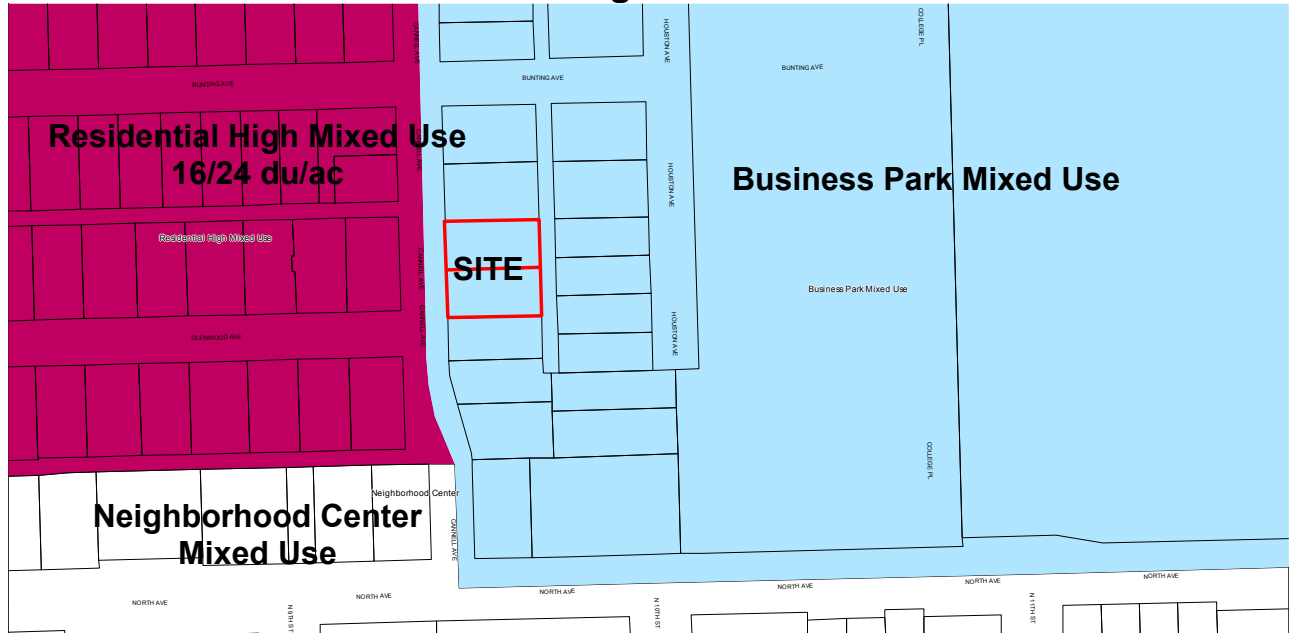
Aerial Photo Map – 1220 & 1240 Cannell

Figure 2



Comprehensive Plan

Figure 3



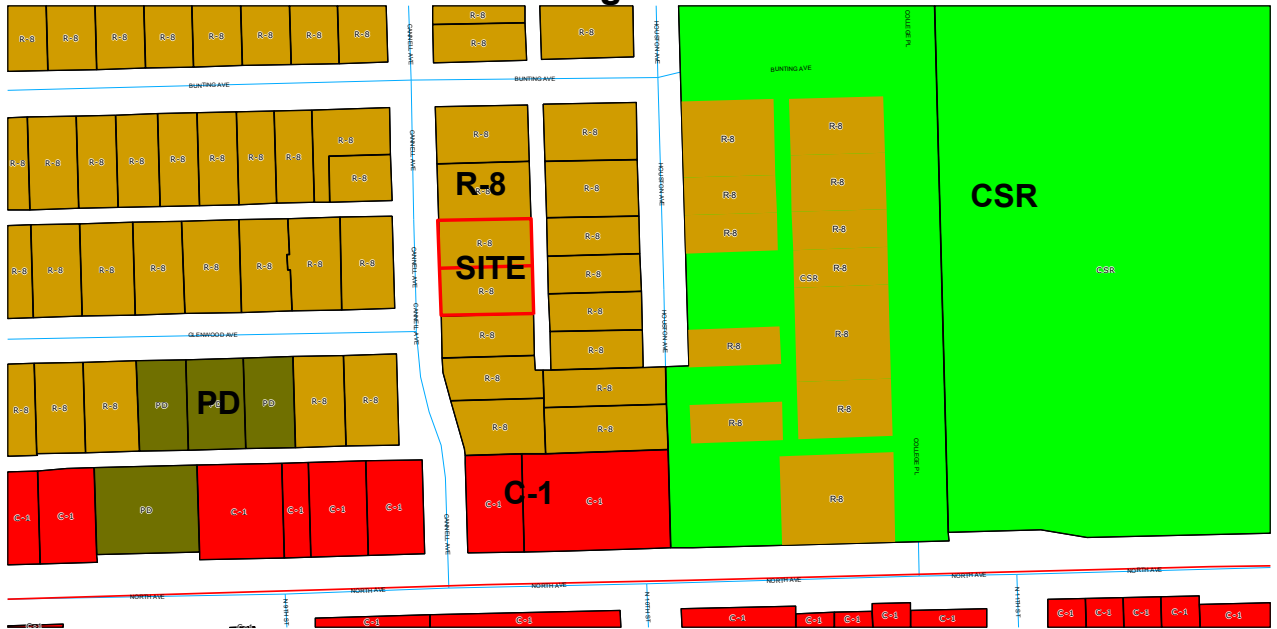
Blended Residential Map

Figure 4



Existing City Zoning

Figure 5



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING THE CARROLL REZONE
FROM R-8 (RESIDENTIAL – 8 DU/AC) TO R-O (RESIDENTIAL OFFICE)**

LOCATED AT 1220 CANNELL AVENUE AND 1240 CANNELL AVENUE

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 Carroll properties from R-8 (Residential – 8 du/ac) to the R-O (Residential Office) 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, Business Park Mixed Use 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 R-O (Residential Office) zone district to be established.

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

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

The following properties shall be rezoned R-O (Residential Office).

Lots 26, 27 and the South 1/2 of Lot 28, Block 3, McMullin & Gormley Subdivision and the North 1/2 of Lot 28 and all Lots 29 and 30, Block 3, McMullin & Gormley Subdivision

INTRODUCED on first reading this 16th day of May, 2011 and ordered published in pamphlet form.

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

ATTEST:

City Clerk

Mayor

Attach 2
Minutes

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

May 16, 2011

The City Council of the City of Grand Junction convened into regular session on the 16th day of May 2011 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Laura Luke, Bill Pitts, Sam Susuras, and Council President Tom Kenyon. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Kenyon called the meeting to order. Grand Junction Police Department and the Mesa County Sheriff Combined Honor Guard posted Colors and led the Pledge of Allegiance, followed by an invocation by Pastor Ken Vanderhorst, New Life Church.

Presentation

Presentation of Appreciation Plaque to Outgoing President of the Council Teresa Coons

Council President Kenyon introduced the presentation and invited each Councilmember to speak to Councilmember Coons' service.

Council President Kenyon lauded her work and noted the number of meetings and events where she represented the City Council. He said she worked very hard and he learned a lot from her and her work.

Councilmember Pitts recognized Councilmember Coons' leadership in professionalism and consideration in running the meetings.

Councilmember Boeschstein thanked Councilmember Coons for her work in the community and at the Math and Science Center.

Councilmember Susuras thanked Councilmember Coons and expressed his appreciation for her representing the City so well in Council meetings as well as in the public.

Councilmember Doody recognized the hard work Councilmember Coons has put in, not just with Council, but with the Boards she serves on as well, all while never complaining.

Councilmember Luke thanked Councilmember Coons for being there for her at the beginning and helping her to become acclimated in the processes of Council.

Councilmember Coons thanked Council for the privilege to serve. She treasures the time as Mayor, and will continue to work on behalf of the City.

Proclamations

Proclaiming May 15 through May 21, 2011 as “Police Week” in the City of Grand Junction

Proclaiming the Week of May 15 through May 21, 2011 as “Emergency Medical Services Week” in the City of Grand Junction

Council Comments

Councilmember Boeschstein told the Council about National Train Day noting the depot was open to the public. He thanked all the volunteers for their work on the event.

He also attended the Mesa Land Trust meeting at the Horse Thief Ranch which was saved by the Trust. He lauded the work of the Mesa Land Trust in preserving lands in the valley.

Citizen Comments

Bill Marvel, 492 Escondido Circle, addressed the City Council regarding security access at the Airport. He recreated a situation in downtown Grand Junction in order to demonstrate his point where someone in Washington determines that Main Street needs more security. The new security measures include a fence around the businesses with the only access being high tech gates that require a proximity card and two fingerprints. There is a cost for this privilege. In order for customers to gain access, they must call you on the phone and then you must escort the customer through the gate and then escort them out. Merchandise delivery or service providers must go through the same process. There are delays in entry when the owners are busy. His point was this is not viable. It affects the value of the business and the real estate where the business is located. However, there are two or three businesses that are not subject to the security measures. This is what is going to happen at the Airport. He has drafted a letter which the Councilmembers will receive. He added that these measures are not mandated by government regulations but rather by the Airport Manager Rex Tippetts.

Jacob Richards, 629 Ouray, addressed the City Council and thanked the Council for being here and that it was two years ago that No More Deaths Homeless Coalition was started. Great strides have been made through Charity First. He also thanked Police Chief Camper for the formation of the Homeless Outreach Team. Regarding the river, it will be rising higher than usual and there is a record number of people living along the river. He asked the City to provide a dumpster and port-a-potties if they move the homeless away from the rising river and create a temporary camp.

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—CDBG 2011 Program Year Funding Requests [File #2010 CDBG]

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2011 Program Year. The City will receive an estimate of \$328,569 for the 2011 program year.

The public hearing was opened at 7:29 p.m.

Tim Moore, Public Works and Planning Director, introduced this item and the program. The topic was discussed at a workshop. The program has a lot of milestones to be accomplished on an annual basis. He recognized Senior Planner Kris Ashbeck and her work on the program.

Senior Planner Kris Ashbeck, Neighborhood Services Division and CDBG Administrator, said the City of Grand Junction has been an entitlement community since 1996 which means the City receives an annual allotment of funds to distribute in the community. The estimate for this year's allotment is \$328,569.

She then described each of the projects being recommended for funding as outlined in the Staff Report:

PROPOSED PROJECT	RECOMMENDED FUNDING	FUNDS LEVERAGED
Program Administration	\$30,000	NA
GV Catholic Outreach	\$50,000	\$2,967,397
Business Incubator Center	\$50,000	\$61,665
GJ Housing Authority	\$101,198	\$1,536,231
Mesa Develop. Services	\$10,000	\$127,300
Homeward Bound	\$30,000	\$12,000
Center for Independence	\$30,000	\$2,500
Strong Family, Safe Kids	\$9,371	\$6,513
Senior Companion Program	\$8,000	\$240,077
Foster Grandparent Program	\$10,000	\$246,333

Ms. Ashbeck said there are a number of deadlines in the program and they are working on those in order to begin their program year by September 1, 2011.

She noted that some of grant recipients are present who may want to speak.

Sister Karen Bland, Grand Valley Catholic Outreach, thanked the Council for having the compassion to recognize the need and designate the funds to help people in the community. She also thanked the Council for previous funding for their new roof.

Gi Moon, Homeward Bound Director, thanked the City Council for the thoughtfulness in allocating the funds. The Shelter could not do what they do without these funds.

Chris Reddin, Executive Director for the Business Incubator Center, thanked the City Council for funding the Incubator and their purpose which is to grow businesses.

Bobbie Kline, Director of the Parenting Place (formerly Strong Families, Safe Kids), thanked the City Council for the funds. They serve over 1200 parents and families each year. They are one of two organizations in town that provide parenting classes and the only one that provides them in Spanish. They are adding other programs including support for grandparents raising children.

Jody Kole, Housing Authority Executive Director, thanked the City Council for their continued support of their efforts. The City has been a great partner. They acquired this property and it was very downtrodden. The Housing Authority is fixing it up which is helping the neighborhood and making it more attractive.

Linda Taylor, representing the Center for Independence, thanked the Council for their support. The groups are all in need and she is proud of being part of a community that supports these needs.

There were no other public comments.

The public hearing was closed at 7:47 p.m.

Councilmember Coons assured the public that the City always receives more requests than funds can support but it is a privilege to take the funds and support these groups where they can.

Councilmember Pitts moved to approve the City Council Workshop recommendations of funding for the 2011 program year and set a public hearing for adoption of the 2011 one-year action plan for June 13, 2011. Councilmember Coons seconded the motion.

Council President Kenyon announced that he will be recusing himself from the vote as he is a member of the board for the Center for Independence, one of the applicants.

Motion carried by roll call vote with six members of Council voting yes.

Councilmember Coons inquired if she too should have recused herself as she serves as the Council representative on the Grand Junction Housing Authority, another

recipient. City Attorney Shaver advised she need not recuse herself as she serves as Council's representative.

Grant from Colorado Association of Chiefs of Police to Fund the Interface with COPLINK and the New World Records Management System

The Colorado Association of Chiefs of Police has granted the Grand Junction Police Department \$108,810 in funding. This is a pass through of federal funds to establish information sharing networks throughout the State of Colorado. These funds are to be used to create the interface between the COPLINK system and the New World Records Management System.

John Camper, Chief of Police, presented this item. He explained that COPLINK is a system that allows the Police Department to mine other systems of other agencies for information for investigations. He gave an example of how this system has solved crimes. Grand Junction is one of the five COPLINK nodes in the State. The Police Department now has a new records management system, New World, and this grant will pay for the interface between the two systems. It will also be available to other agencies that need the same interface.

Councilmember Pitts asked about sharing this with other agencies in the County. Chief Camper said they will make the link and the system is shared with all other valley agencies.

Councilmember Susuras moved to authorize the City Manager to accept and expend these grant funds. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Homeland Security Grant Award for Total Containment Vessel

The Northwest All Hazards Emergency Management Region (NWAHEMR) will purchase the City of Grand Junction Police Department Bomb Squad a Total Containment Vessel (TCV) valued at \$290,000. The TCV will greatly enhance the regional bomb team's capacity to respond to incidents involving high explosives and will increase citizen and officer safety. This specialty law enforcement equipment was purchased with Homeland Security dollars passed through the State of Colorado.

John Camper, Chief of Police, presented this item. He described the Bomb Squad which consists of three Grand Junction Police Officers and three Grand Junction Fire Officers. They provide bomb squad service in the Northwest Region of Colorado and Eastern Utah. They have had 70 calls in the last two years. They are accredited and supported by the FBI and the Firearms and Tobacco Division. The containment vessel will allow them to transport explosive or biochemical devices safely. Not having such a vessel was identified as a vulnerability by the federal government. The device can be

operated by the robot. The Northwest All Hazards Emergency Management Region (NWAHEMR), which is under the Governor's Office, negotiated a reduced purchase price for the vessel. Homeland Security funded \$250,000 of the purchase. The other \$40,000 was approved to be paid by the 21st Judicial District Forfeiture Board. Chief Camper asked for authorization for the Bomb Squad to receive this piece of equipment.

Councilmember Susuras moved to authorize the City of Grand Junction Police Department Bomb Squad to receive this piece of equipment, which will be purchased by the Northwest All Hazards Region with Homeland Security and 21st Judicial District Forfeiture Board funds. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—An Ordinance Amending Title 21 of the Grand Junction Municipal Code, Concerning Language to Grant an Extension for the Recording of Subdivisions [File # ZCA-2011-632]

These text amendments to Sections 21.02.070(u)(4), 21.020.070(a)(8)(ii), 21.020.070(r)(6) and 21.020.070(s)(4)(iv) of the Grand Junction Municipal Code, are made to revise Code language to grant an extension for the recording of subdivisions.

The public hearing was opened at 8:00 p.m.

Lisa Cox, Planning Manager, presented this item. The request is the last in a series of amendments to the Zoning and Development Code. These amendments were to increase the City's ability to be responsive to the needs of the community.

This amendment provides some flexibility in the extension of subdivision approvals. There have been several requests where the Preliminary Approval has been granted but the developer is having difficulty completing their project in the time frame allowed. Many have cited the downturn in the economy as hampering their ability to complete their projects. The current language requires a finding of good cause. The cause of the downturn in the economy is too general to find it as good cause. The project would still need to be in compliance with the Code and the Comprehensive Plan for an extension to be granted.

City Attorney John Shaver further clarified that the amendment removes the requirement to find good cause if the projects still meets the Code and the Comprehensive Plan.

City Manager Laurie Kadrich said the amendment would also support the goal of the Council for the City to be more business friendly. The amendment will also allow the City to not grant the extension if the project does not appear to still be viable.

Councilmember Pitts asked if this will automatically extend any project for an unlimited amount of time. He felt that things change and it might limit the possibilities for a piece of property.

Lisa Cox, Planning Manager, said the extension would not be automatic. First there must be a request. The Director may only grant one, one-year extension, and that process does require a review. Subsequent extensions may be requested but those do go before the Planning Commission. It is a public hearing process and the neighborhood would be notified.

Councilmember Pitts asked if there is a time limit. Ms. Cox said the Director can grant a one-year extension. Additional extensions do not have a time frame but again those go to the Planning Commission. Subsequent extensions can be requested.

Councilmember Boeschstein said this happened frequently in the 1980's. The difficulty is the improvement guarantees expire, and the financial institutions won't continue to back these projects. He cautioned that this needs to be used very judiciously. He said mostly they should have to resubmit their plan.

Councilmember Doody asked if it will be the Planning Manager making the decision on the extension. Ms. Cox said yes, acting as the Director's designee, for a one time extension. She reiterated that additional extensions would go to the Planning Commission.

There were no public comments.

The public hearing was closed at 8:16 p.m.

Councilmember Susuras said he felt the amendment will protect the City's interest by ensuring the project meets the requirements of the Code and the Comprehensive Plan while being flexible enough to allow for extensions of time to allow for projects to be completed in a time when there is a serious economic downturn.

Councilmember Boeschstein asked about the improvement guarantees.

Tim Moore, Public Works and Planning Director, advised that the City holds \$15 million in cash and securities for about fifty subdivisions in improvement guarantees and they track those and ensure they are still in place. Many have gone to foreclosure and now banks own the subdivision and have that security. They are tracking those very diligently. The banks don't necessarily want to be developers but the extensions will allow discussions and evaluations for these properties.

City Attorney Shaver noted that the security may include a contract and they will ensure those are liquid or there is some collateral in place. In some cases, some bonds have been substituted for other collateral but that is still acceptable as a guarantee.

Councilmember Coons appreciated Councilmember Boeschenstein's comments but she believes the change supports the effort put into revising the Code and adding flexibility to adapt when things change in the community. As long as there are proper safeguards in place, and when there are good reasons, this is a good change to the Code.

Ordinance No. 4467—An Ordinance Amending Certain Sections of Title 21 of the Grand Junction Municipal Code Concerning the Recording of Subdivisions

Councilmember Susuras moved to approve Ordinance No. 4467 and ordered it published in pamphlet form. Councilmember Coons seconded the motion. Motion carried by roll call vote with Councilmember Pitts and Boeschenstein voting NO.

CONSENT CALENDAR

Councilmember Pitts moved for approval and then read the Consent Calendar Items #5 through #8. Councilmember Coons seconded the motion. Motion carried by roll call vote.

5. **Minutes of Previous Meeting**

Action: Approve the Minutes of the May 2, 2011 Regular Meeting

6. **Council Assignments for 2011-2012**

City Council considers the appointments and assignments for its members to various boards, committees, commissions, and organizations.

Resolution No. 24-11—A Resolution Appointing and Assigning City Councilmembers to Represent the City on Various Boards, Committees, Commissions and Organizations

Action: Adopt Resolution No. 24-11

7. **Ratify the Purchase of PVC Pipe and Fittings**

Ratify the purchase of PVC pipe supply from Grand Junction Pipe and Supply Company in the amount of \$113,579.76.

Resolution No. 25-11—A Resolution Authorizing and Ratifying the Emergency Purchase of Poly Vinyl Chloride (PVC) Pipe and Fittings

Action: *Adopt Resolution No. 25-11*

8. **Setting a Hearing on the Carroll Rezone, Located at 1220 and 1240 Cannell Avenue** [File #RZN-2011-665]

Request to rezone 0.35 +/- acres located at 1220 and 1240 Cannell Avenue from R-8, (Residential – 8 du/ac) to R-O, (Residential Office) zone district in anticipation to develop and/or market the properties as mixed use office and/or multi-family residential.

Proposed Ordinance Rezoning the Carroll Rezone from R-8 (Residential – 8 du/ac) to R-O, (Residential Office), Located at 1220 Cannell Avenue and 1240 Cannell Avenue

Action: *Introduction of a Proposed Ordinance and Set a Public Hearing for June 1, 2011*

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:24 p.m.

Stephanie Tuin, MMC
City Clerk



Date: May 17, 2011
Author: Amy Jordan
Title/ Phone Ext: Deputy Director:
Administration 970-248-8597
Proposed Schedule: June 1,
2011

Attach 3
Airport Grant for Master Plan Study of Terminal Area

CITY COUNCIL AGENDA ITEM

Subject: Airport Grant for Master Plan Study of Terminal Area
File # (if applicable):
Presenters Name & Title: Rex A. Tippetts, AAE, Director of Aviation

Executive Summary: AIP-48 is a grant for \$382,958.00 to conduct an Airport Master Plan Study (Terminal Area Plan). The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City. For additional information, please see the attached Detailed Project Summary.

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-48 Grant Documents for Airport Master Plan Study (Terminal Area Plan) at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-48.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority accepted AIP-48 at their May 24, 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

The intent of the Terminal Area Plan is to build upon the recently completed 2009 Airport Master Plan Update. The purpose of this plan is to prepare a detailed facilities layout “concept” for the development within the terminal area at Grand Junction Regional Airport.

For additional information, please see the attached Detailed Project Summary.

Attachments:

1. Detailed Project Summary
2. Draft Grant Agreement for AIP-48
3. Supplemental Co-sponsorship Agreement.
4. 2011 Sponsor Assurances (Latest Addition)
5. List of Current FAA Advisory Circulars

Grand Junction Regional Airport
Airport Master Plan Study (Terminal Area Plan)
Detailed Project Summary
Project Number: 3-08-0027-048

The Grand Junction Regional Airport Authority is preparing a Terminal Area Plan for Grand Junction Regional Airport. The intent of the Terminal Area Plan is to build upon the recently completed 2009 Airport Master Plan Update. The purpose of this plan is to prepare a detailed facilities layout “concept” for the development within the terminal area at Grand Junction Regional Airport. The terminal area is defined as on-airport property that includes the terminal building, the terminal aircraft parking apron, along with areas inside of and adjacent to the terminal loop roadway system (formed by Walker Field Drive, Eagle Drive, Falcon Way and H-Road). In addition, “schematic” concept plans may be developed for other areas of the airport.

The focus of this study is to make recommendations on the appropriate use of all land parcels in the terminal area, and will include programming to determine appropriate sizes for terminal building components, roadway capacities, and terminal curb frontage, aircraft and automobile parking, and other airport facility needs that are quantifiable in consideration of aviation demand forecasts. This study is not intended to provide detailed floor plans or architectural building elevations for proposed structures. However, building heights will be estimated for the purposes of Part 77 obstruction evaluation.

The following issues will be addressed in the Terminal Area Plan Study:

- 1. Existing and Future Terminal Area Role.*
- 2. Goals Development.*
- 3. Commercial Passenger Service Activity and Potentials.*
- 4. Terminal Area Analysis, Including Support Facilities, Landside/Airside Access and Security.*
- 5. On- and Off-Airport Land Use Planning/Land Use Compatibility.*
- 6. Potential of Commercial and Industrial Development.*
- 7. Public Involvement Program (Study Committee, Open Houses, Public Information Meetings, Workshops).*
- 8. Geographic Information System (GIS) Interface.*
- 9. Documentation (Planning Memorandums, Working Papers, Draft and Final Reports and Drawings, as required).*
- 10. Coordination/Discussion Meetings.*
- 11. Revenue Generation.*
- 12. Capital Improvements Programming.*
- 13. Financial Planning and Programming.*
- 14. Environmental Issues Screening Analyses.*
- 15. Security/TSA Considerations.*

The Airport has assembled a Terminal Area Plan Committee to help guide the planning efforts. The Committee is composed of key community players, including representatives from both the City of Grand Junction Planning Department and Mesa County Planning Department. Components and preparation for both the Terminal Area Plan document and required revisions to the Airport Layout Plan - shall include all items in the Airport Layout Plan Checklist currently being utilized by the FAA’s Northwest Mountain Region, the Airport Master Plans Advisory Circular (AC 150/5070-6B – including latest changes and revisions) and the Airport Design

Advisory Circular (AC 150/5300-13 – including latest changes and revisions) and other applicable FAA Orders, Federal Aviation Regulations (FAR) and Advisory Circulars.

Additionally, the project shall be completed in conformance with applicable portions of:

- FAA Order 1050.1 Policies and Procedures for considering Environmental Impacts.
- FAA Order 5050.4 Airport Environmental Handbook, including current federal and state environment laws and requirements.
- FAA Order 8260.3, TERPS.
- 14 CFR Part 77, Objects Affecting Navigable Airspace.
- FAA Order 5000.3 Coordination with the Federal Highway Administration.
- FAA Order 7400.2, Procedures for Handling Airspace Matters.
- FAA Order 5100.38, Airport Improvement Program (AIP) Handbook.
- FAA Order 7031.2, Airway Planning Standard Number One – Terminal Air Navigation Facilities and Air Traffic Control Standard.
- AC 150/5060-5, Airport Capacity and Delay.
- AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.
- AC 150/5300-17B General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey.
- Grand Junction Regional Airport Terminal Area Plan/Program of Services/June 29, 2010
3 Barnard Dunkelberg & Company
- AC 150/5300-18B General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic information System (GIS) Standards.
- Other Applicable FAA Advisory Circulars, Orders and Regulations.

The Grand Junction Regional Airport began the Terminal Area Plan Study in November of 2010. As of May 2011, the Study is approximately 65% complete. The Study is expected to be completed in September of 2011 and submitted to the Federal Aviation Administration for review. Barnard Dunkelberg & Company (BDC) is conducting the Terminal Area Plan Study for the Grand Junction Regional Airport Authority. In October of 2009, the Grand Junction Regional Airport Authority retained BDC for Planning and Environmental Services for the Airport. The contract for these services is a five (5) year contract.

The grant for the Terminal Area Plan Study is for a total of \$382,958.00.

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: XXXX, 2011

Airport: Grand Junction
Regional Airport

Project Number: 3-08-0027-048

Contract Number: DOT-FA11NM-XXXX

DUNS Number: 156135394

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

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

Whereas, the Sponsor has submitted to the FAA a Project Application, dated November 18, 2010, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, CO, 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 Airport Master Plan Study (Terminal Area Plan)

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 \$382,958. 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:
 - \$382,958 for planning
 - \$0 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before XXXX, 2011 or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or

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

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

SPECIAL CONDITIONS

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated June 2010, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to comply with the Assurances attached to this offer, dated March 2011.
11. 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.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects;
 - c. May be increased by not more than 15 percent for land projects.
13. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by the Sponsor is hereby incorporated herein and made a part hereof by reference.
14. 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.

15. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority and the City of Grand Junction entered into between the parties on September 23, 2010. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
16. The 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 September 23, 2010. 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.
17. The Sponsor shall provide for a Single Audit in accordance with the Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
18. 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 subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

**UNITED STATES OF
AMERICA
FEDERAL AVIATION ADMINISTRATION**

Manager, Denver Airports District Office

Part II - Acceptance

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

Executed this _____ day of _____, 2010.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this ____ day of _____, 2010.

Signature of Sponsor's Attorney

Part II - Acceptance

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

Executed this _____ day of _____, 2010.

COUNTY OF MESA, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

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

Dated at _____ this ____ day of _____, 2010.

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. 3-08-0027-48 ("Project").

D. The FAA is willing to provide approximately \$382,958.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

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

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

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Thomas R. LaCroix, Vice-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 (DEVIS)
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)



Date: May 20, 2011
 Author: Heidi Hoffman Ham
 Title/ Phone Ext: DDA
Executive Director/256-4134
 Proposed Schedule: June
1, 2011
 2nd Reading (if applicable):
June 13, 2011

Attach 4
Setting a Hearing on Modifications to Grand Junction Municipal Code Chapter 12.24

CITY COUNCIL AGENDA ITEM

Subject: Modifications to Grand Junction Municipal Code Chapter 12.24, Commercial Use of Public Right-of-Way in Downtown Area, and Revision to the Outdoor Dining Lease
File # (if applicable):
Presenters Name & Title: Heidi Hoffman Ham, DDA Executive Director

Executive Summary:

The modifications to the Grand Junction Municipal Code and the revision to the outdoor dining lease will clarify requirements and provide a uniform standard for all outdoor dining areas. The proposed amendments will also update the event permit and news box standards in Downtown.

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

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

Outdoor dining is a popular activity in Downtown and provides a significant increase in the ability of local businesses to provide food and beverage service to a larger number of people.

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

The public space available in the Downtown Shopping Park is particularly attractive for customers and visitors and provides an ample venue for outdoor dining. Keeping these public spaces usable and of a uniformly high quality will maintain the value of these areas and continue to provide opportunity for merchants to utilize the space for an equitable fee.

Action Requested/Recommendation:

Introduce a Proposed Ordinance Amending the Grand Junction Municipal Code Chapter 12.24, Commercial Use of Public Right-of-Way in Downtown Area and Set a Public Hearing for June 13, 2011, and Approve the Revised the Outdoor Dining Lease

Board or Committee Recommendation:

Both the Downtown Association Board (DTA) and the Downtown Development Authority Board (DDA) have approved the proposed changes to the Outdoor Dining Lease and recommend the changes to the Municipal Code.

Background, Analysis and Options:

Use of the public right-of-way in the Downtown Shopping Park for food and beverage service (with or without liquor service) has been an economic stimulus for restaurants and a popular addition to the ambiance of the area. This use has been regulated by two separate processes and permits, depending on whether or not liquor is served in the area. The two-tier process has caused confusion and inequity in fees and uses. These modifications to the Municipal Code and revision of the lease will clarify requirements and provide a uniform standard for all outdoor dining.

Other permits that have formerly been processed through the DDA, including parade permits, have been incorporated into the revised City permitting procedures and no longer need specific references in the Code.

The new requirements for an increased pedestrian space (from five feet to eight feet) are based on experience with outdoor dining spaces to date. Five feet does not leave enough room on the sidewalk for adequate passage of pedestrians, particularly when strollers, wheelchairs, shopping bags, and small children are also considered. This amount of required space has also not been adequate for maintenance personnel and equipment. After consulting with Parks and Planning department staff, the change to eight feet (96 inches) is based on addressing these concerns as additional outdoor dining spaces are added to the Downtown Shopping Park. This is consistent with the Transportation Engineering and Design Standards (TEDS) for a two-way shared use path used for other public spaces, as well.

The section regulating location of news box banks has been modified to delete specific reference to physical address of the banks but maintain the specifications originally adopted.

Financial Impact/Budget:

There is no financial impact to the City.

Legal issues:

The City Attorney has reviewed the documents and has addressed all legal issues.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Proposed Ordinance Defining Changes to Chapter 12.24 of the City Code,
including Revised Outdoor Dining Lease

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 12.24 OF THE GRAND JUNCTION MUNICIPAL CODE, REGULATING COMMERCIAL USE OF PUBLIC RIGHT-OF-WAY IN DOWNTOWN AREA, TO REVISE SIDEWALK DINING REGULATIONS AND THE NEWS BOX REGULATIONS

Recitals.

Since its inception, the City of Grand Junction Downtown Development Authority (“DDA”) has exercised delegated authority from the City Council, pursuant to Ordinance No. 1989. Since 1981, the DDA has been responsible for regulating the use of the City’s rights-of-way in the “Downtown Shopping Park.”

Use of the public right-of-way in the “Downtown Shopping Park” for food and beverage service (with or without liquor service) has been an economic stimulus for restaurants and a popular addition to the ambiance of the area. This use has been regulated by two separate processes and permits, depending on whether or not liquor is served in the area. The two-tier process has caused confusion and inequity in fees and uses. The proposed modifications to the Municipal Code and revision of the lease will clarify requirements and provide a uniform standard for all outdoor dining areas.

Other permits that have formerly been processed through the DDA, including parade permits, have been incorporated into the revised City permitting procedures and no longer need specific references in the Code.

The regulation of news box bank locations is being deleted. However, the adopted specifications are being retained.

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

[strikeouts are deletions, underlines are additions]

1) Section 12.24.020 Definitions. This section is hereby amended by the following changes to the specific definitions listed.

12.24.020 Definitions.

~~*Parade permit* means a permit that allows the use of Main Street between First Street and Seventh Street for a procession or march for ceremony or display.~~

Permit or Lease means the City or DDA issued document that allows the use of right-of-way of the Downtown Park for the permittee's tables, chairs, clothing rack, bicycle rack, or other items of a moveable nature which are not included in any other permit category.

2) Section 12.24.030 (a) Fees for Permits, shall be amended to read:

(a) Fees for Permits. The DDA may charge for the permits, leases and approval authorized by this chapter as follows. The City Council may amend such fees and charges by resolution.

(1) ~~Each sidewalk café or restaurant: \$10.00 per seat/\$150.00 maximum.~~ Outdoor Dining Lease: \$1/SF annually.

- (1) Mobile vending cart or kiosk: \$100.00.
- (2) Recurring activity permit: \$200.00.
- (3) Special use event permit: \$100.00.
- (4) Pedestrian vendor: \$25.00/month or \$100.00 annually.
- (5) ~~Parade permit: \$10.00~~ Tent sale/sidewalk sale: \$25.00.

3) Section 12.24.040 (a) Length of Permits, shall be amended to read:

a) Length of Permits. Permits issued pursuant to this chapter are valid for no longer than the following lengths of time. Renewal permits may be granted as set forth below.

- (1) Pedestrian vendor permits: 30 days.
- (2) ~~Sidewalk café/restaurant~~ Outdoor dining lease: one year.
- (3) Mobile vending carts/kiosks: six months.
- (4) Recurring activity permit: one year.
- (5) Special use event permit: length of permitted activity only.
- (6) ~~Parade permit: one day.~~ Tent sale/sidewalk sale permit: three days.
- (7) All other permits: one year.

The remaining subsections in 12.24.040 will remain in full force and effect.

4) Section 12.24.060, Types of permits, shall be amended to read:

The types of permits which may be issued are for:

- (1) Pedestrian vendors.
- (2) ~~Sidewalk café/restaurant~~ Outdoor dining lease.
- (3) Mobile vending carts/kiosks.
- (4) Recurring activity permits.
- (5) Special use event permits.
- (6) ~~Parade permits.~~ Tent sale/sidewalk sale permits.

5) Section 12.24.070 (a), General provisions, shall be amended to read:

(a) The permittee may conduct business on the public right-of-way within the Downtown Park but only subject to and in compliance with the following:

- (1) Each permittee pursuant to this chapter shall pick up and properly dispose of any paper, cardboard, wood or plastic containers, wrappers and other litter which is deposited or is located on the sidewalk within 25 feet of the permittee's use, activity or location.
- (2) Each permittee shall provide readily accessible container(s) and facilities for the collection of litter, debris and trash and shall properly dispose of all litter, debris and trash collected.
- (3) No permittee shall sell or give any food, object or other item to any person who is located in the right-of-way, including parking areas, unless such right-of-way has been closed by the City Engineer.
- (4) The permittee shall not offer to sell or sell except within the location designated by the permit.
- (5) A permittee, except a sidewalk/restaurant or kiosk, shall not leave his equipment or merchandise unattended.
- (6) A sidewalk cafe/restaurant or kiosk and only when the cafe/restaurant or kiosk is secured.
- (7) The permittee shall conduct any business, use or activity during the hours established by the permit.

(8) A permittee shall not offer to sell or sell merchandise that is not described in the most recent permit application on file with the DDA.

(8) No permittee may hold more than one permit at any one time, unless approved by the DDA Board.

(9) The permittee shall only locate tables, chairs, benches, and/or other personal property in the portion of the adjacent street right-of-way to the permittee's restaurant or cafe that is within the permitted area.

The DDA Director in consultation with the City Engineer shall ensure that permittees using the sidewalk maintain an adequate unobstructed and unoccupied area of the sidewalk for the two-way movement of pedestrian traffic. An adequate unobstructed area shall be deemed to be no less than five eight feet (60 96 inches) wide and be no closer than two feet from the closest point on Main Street to the sidewalk activity.

~~The DDA Director may authorize the use of the sidewalk so long as clear space of not less than 60 inches is provided for at least 40 percent of the permitted area; the DDA Director may issue a permit notwithstanding the existence of a planter box(es), tree(s), art or some other fixture of permanent installation so long as not more than 60 percent of the area is not encumbered by such fixtures.~~

The remaining subsections in 12.24.070 will remain in full force and effect.

6) Section 12.24.090, Rules for Sidewalk cafes and restaurants shall be changed to Rules for sidewalk cafés and restaurants Outdoor Dining Leases and amended to read:

The following provisions shall apply to ~~sidewalk and restaurants and cafés~~ Outdoor Dining Leases:

- (a) Such ~~permits~~ leases shall be renewed annually no later than April 1 each year or in conjunction with the liquor licensing process. ~~Permits~~ Fees are nonrefundable and ~~will not be prorated~~.
- (b) During such times as an adjacent owner consents in writing, the permittee may also occupy an additional area in front of such consenting owner's property subject to the overriding limits regarding pedestrian clear space, proximity to the street and overriding regulations made applicable for community events.

7) Section 12.24.100 Special rules on special use and recurring activity permits shall be changed to Special Rules on Special use Event and Recurring Activity Permits and subsection (b) amended to read:

(b) Generators are not allowed on Main Street. ~~Electrical outlets are available on all lampposts.~~

The remaining subsections in 12.24.100 will remain in full force and effect.

8) Section 12.24.120 (b), Location of news box banks, shall be deleted with the remaining subsections (c) and (d) being re-lettered (b) and (c).

~~(b) The Council has, after holding a public hearing, considered the determinations of the Director as to the locations of news box banks and type of news box banks which shall be used. The proposed locations for news box banks are in the proximity of the following businesses or facilities:~~

- ~~(1) United States Post Office, Main Branch, 241 North Fourth Street;~~
- ~~(2) Crystal Cafe, 314 Main Street;~~
- ~~(3) Rockslide Brew Pub, 401 Main Street;~~
- ~~(4) Greyhound Bus Station, 230 South Fifth Street;~~
- ~~(5) Main Street Cafe, 504 Main Street;~~
- ~~(6) Main Street Bagels Bakery and Cafe, 559 Main Street; and~~
- ~~(7) Talley's BQ and Biscuit Factory, 623 Main Street.~~

~~The City Council hereby ratifies the locations and adopts this chapter, including Appendix A attached to the ordinance codified in this chapter, as reasonable place and manner regulations of news box banks.~~

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

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

Attest:

President of the Council

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of _____, _____, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, _____ as Lessee, hereinafter Lessee.

RECITALS:

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

In accordance with that authority the City Council and the Downtown Development Authority (DDA) desire to make certain areas of the sidewalk in the DSP available by lease to approximate land owners and/or lessees that want to make use of a portion of the sidewalk in the DSP for restaurant and/or alcohol service.

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

1. The City does hereby lease to Lessee approximately ____ square feet of the sidewalk in the DSP located in front of _____, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A. A brief description of the Lessee's business is depicted on the attached Exhibit B.
2. The City does hereby grant an easement across the abutting sidewalk for the purpose of transporting alcohol beverages and providing food service. Such easement runs concurrent with said lease and terminates when said lease terminates (if applicable).
3. The term of this lease shall be for a period of one year beginning on _____, _____, and terminating on _____, _____. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$_____, which sum shall be payable in advance on or before _____, _____, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501.

If the rent payment is not paid in full when due, a Lease shall not issue.

4. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 1:00am. Food shall be available to be served in the Leased Area during all hours that it is open to the public and in accordance with the Lessee's liquor license if lessee holds a valid liquor license.
5. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, Lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service in the leased area, the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority in this lease.**
6. Lessee shall remove any improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Leased Area promptly upon expiration of this Lease. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the DDA.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
- a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded. Pedestrian passage must be a minimum of 8' between any permanent fixtures, including fences, planters, art pedestals, and any other fixed object. Exceptions to this minimum (installed prior to June 13, 2011) may not be modified to decrease the pedestrian passage any further for any reason.
 - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.
 - c. The perimeter enclosure shall be angled at forty-five (45) degrees with a minimum of four (4) feet in length on the diagonal(s) with the exception that if the Lessee obtains written consent from the adjacent business, a ninety (90) degree angle will be permitted on the side(s) for which the Lessee has obtained such written consent.
 - d. If alcohol service is permitted in the leased area(s), the perimeter of the Leased Area(s) shall be enclosed by a black wrought-iron fence (perimeter enclosure) as approved by DDA, no less than thirty (30) inches in height. Openings in the fence shall not be less than 44 inches wide. If there is a gate which is not self-closing and bi-directional it must swing inward to prevent obstruction of the sidewalk. A fence may be required for other Leased Areas if the Lessee has encroached outside of the perimeter during previous Lease periods.
 - e. No cooking shall be located on the Leased Area.
 - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.
 - g. The Lessee shall allow its fixtures and perimeter fencing to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures and perimeter fencing caused thereby.

- h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.
 - i. The Lessee shall store all fixtures, including but not limited to umbrellas, chairs, tables, and signs for the period of November 15 to March 30.
 - j. On and after March 1, 2012 the Lessee shall not allow signage, including but not limited to banners, on the Leased Area. Similarly signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence of the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
 - k. The Lessee shall not utilize public trash or recycling receptacles for refuse generated within the leased area. The Lessee may provide a private trash and/or recycling receptacle within the leased area provided that it is emptied and maintained on a regular basis.
- 9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.
- 10. Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.
- 11. The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are above described and retains all title thereto.
- 12. Lessee agrees not to sublet any portion of the Leased Area, not to assign this lease without the prior written consent of the City being first obtained.
- 13. Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting property and agrees that on sale or other transfer of such

ownership interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

14. Lessee agrees to surrender and deliver up the possession of the Leased Area promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.
15. If legal action is taken by either party hereto to enforce any of the provisions of this Lease, the prevailing party in any legal action shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees.
16. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.
17. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Leased Area and its use. In performing under the Lease, Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.
18. Lessee and City agree that all correspondence concerning the Lease shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Lessee:

CITY OF GRAND JUNCTION

Laurie M. Kadrich, City Manager

LESSEE

Business Owner

Exhibit A: Proposed Lease Area (include dimensions):

Exhibit B: Brief Description of Business / DDA Certification:

Business Name (name of insured):

DBA (if needed): _____

Applicant / Relationship to Business: _____

Contact Phone and Email: _____

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

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction:

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

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

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

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

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	_____
	City Sales Tax	_____
	Liquor License	_____
	Restaurant/Food Service	_____

Proof of Liability Insurance Coverage Provided? _____

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

Signed: _____

Date: _____

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

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

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this ____ day of _____, 20__.

Signed: _____



Date: May 5, 2011
 Author: Heidi Hoffman Ham
 Title/ Phone Ext: DDA Exec Director / 256-4134
 Proposed Schedule: May 16, 2011
 2nd Reading: _____

Attach 5
Outdoor Dining Lease for Nine 7 OH Hospitality

CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Nine 7 OH Hospitality dba Spring Hill Suites, Located at 236 Main Street.
File # (if applicable):
Presenters Name & Title: Heidi Hoffman Ham, DDA Executive Director

Executive Summary:

Nine 7 OH Hospitality dba Spring Hill Suites is requesting an Outdoor Dining Lease for an area measuring approximately 47 feet by approximately 8.4 feet directly in front of the new hotel property located at 236 Main Street. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The lessee intends for the outdoor dining area to be a raised platform.

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

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

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, particularly along the newly-renovated Main Street.

Action Requested/Recommendation:

Adopt the Resolution Approving the Outdoor Dining Lease for Nine 7 OH Hospitality Located at 236 Main Street

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

Council approved the expansion of sidewalk dining with liquor service in July 2004. However, at that time, it was made clear that permission to serve alcohol on the

sidewalk would require a specific lease of the public right-of-way in order to expand the licensed premise under their individual liquor license. Approval of this lease will allow for the applicant to apply for expansion of their premise through the proper State and City agencies. The Lease includes standards for appropriate access and control of the premise and is in keeping with the standards that have been in place in other communities in Colorado and that have worked well in Grand Junction.

Financial Impact/Budget:

There is no financial impact to the City.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way
Outdoor Dining Lease Agreement
Exhibit A – Depiction of Proposed Leased Area

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO NINE 7 OH HOSPITALITY DBA SPRING HILL SUITES**

Recitals:

The City has negotiated an agreement for Nine 7 OH Hospitality to lease a portion of the sidewalk right-of-way located in front of 236 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Nine 7 OH Hospitality.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of twelve months at \$396.00 per year, to Nine 7 Oh Hospitality.

PASSED and ADOPTED this day of _____, 2011.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of June 1, 2011, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, hereinafter City and, Nine 7 OH Hospitality LLC dba Spring Hill Suites as Lessee, hereinafter Lessee.

RECITALS:

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

In accordance with that authority the City Council and the Downtown Development Authority (DDA) desire to make certain areas of the sidewalk in the DSP available by lease to approximate land owners and/or lessees that want to make use of a portion of the sidewalk in the DSP for restaurant and/or alcohol service.

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

4. The City does hereby lease to Lessee approximately 396 square feet of the sidewalk in the DSP located in front of 236 Main Street, hereinafter the Leased Area; specifically the Leased Area is that portion of the sidewalk immediately across the sidewalk from the Lessee's business. The Leased Area is depicted on the attached Exhibit A. A brief description of the Lessee's business is depicted on the attached Exhibit B.
5. The term of this lease shall be for a period of one year beginning on June 1, 2011, and terminating on _____, 2012. Rent shall be calculated at \$1.00 per square foot per year. As rent for the Leased Area, Lessee agrees to pay the City the total sum of \$_____, which sum shall be payable in advance on or before June 1, 2011, at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501.

If the rent payment is not paid in full when due, a Lease shall not issue.

3. Lessee agrees to use the Leased Area for the sole purpose of selling and dispensing food and/or beverages to the public. The Leased Area shall be open to the public, weather permitting, during the Lessee's normal business hours but in no event shall food and/or beverage service be extended beyond 1:00 am. Food shall be available to be served in the Leased Area during all hours that it is

open to the public and in accordance with the Lessee's liquor license if lessee holds a valid liquor license.

4. Lessee further agrees to use the Leased Area for no purpose prohibited by the laws of the United States, the State of Colorado or ordinances of the City of Grand Junction. Further, Lessee agrees to comply with all reasonable recommendations by DDA relating to the use of the Leased Area. Prior to alcohol service in the leased area, the Lessee shall modify its liquor licensed premises as required by the laws of the State and City. **Modification of the licensed premises, in accordance with Colorado law, is a precondition to the authority in this lease.**
5. Pursuant to this Lease, the Lessee has installed a raised concrete platform to be used for the outdoor dining area. Lessee has also installed a natural gas line in the leased area for construction of a fire pit. Lessee understands and agrees that it is an express condition of the lease that the Lessee, upon termination of the lease, shall remove any and all improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction, including the concrete platform (and replace with a ground level concrete surface to the City's specifications) and the gas line to and in the Leased Area promptly upon expiration of this Lease. All modification shall be at the Lessee's sole expense. Failure to remove the same within ten (10) days of expiration shall result in ownership thereof transferring to the City and/or DDA.
6. Western Hospitality LLC shall as an express condition of this lease maintain the sidewalk adjacent to the Leased Area year around. The Lessee's maintenance obligations include but are not limited to keeping the area free from debris and the removal of snow and ice.
7. Lessee agrees to keep the Leased Area in good repair and free from all litter, dirt and debris and in a clean and sanitary condition; to neither permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Leased Area or by any injury of accident occurring thereon. Further, Lessee does, by execution of this Lease, indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Leased Area. Lessee agrees to furnish certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Leased Area. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less

than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

8. All construction, improvements, furniture, fixtures and/or equipment on the Leased Area shall comply with the following:
 - a. Not be wider than the street frontage of the business nor extend to the extent that pedestrian traffic is impeded. Pedestrian passage must be a minimum of 8' between any permanent fixtures, including fences, planters, art pedestals, and any other fixed object. Exceptions to this minimum (installed prior to June 13, 2011) may not be modified to decrease the pedestrian passage any further for any reason.
 - b. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Leased Area; this shall be construed to include perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee.
 - c. The perimeter enclosure shall be angled at forty-five (45) degrees with a minimum of four (4) feet in length on the diagonal(s) with the exception that if the Lessee obtains written consent from the adjacent business, a ninety (90) degree angle will be permitted on the side(s) for which the Lessee has obtained such written consent.
 - d. If alcohol service is permitted in the leased area(s), the perimeter of the Leased Area(s) shall be enclosed by a black wrought-iron fence (perimeter enclosure) as approved by DDA, no less than thirty (30) inches in height. Openings in the fence shall not be less than 44 inches wide. If there is a gate which is not self-closing and bi-directional it must swing inward to prevent obstruction of the sidewalk. A fence may be required for other Leased Areas if the Lessee has encroached outside of the perimeter during previous Lease periods.
 - e. No cooking shall be located on the Leased Area.
 - f. Lessee may place furniture, fixtures and equipment in the Leased Area so long as the same are not allowed to encroach into the public right of way or otherwise to endanger any passerby or patron and are secured to resist wind.

- g. The Lessee shall allow its fixtures and perimeter fencing to remain in place at its own discretion and liability and shall accept and retain full responsibility and liability for any damage to such fixtures and perimeter fencing caused thereby.
- h. Neither electric (alternating current) nor gaslights are allowed on the Leased Area. Candles and battery powered lights are allowed.

The Lessee shall store all fixtures, including but not limited to umbrellas, chairs, tables, and signs for the period of November 15 to March 30.

- j. On and after March 1, 2012 the Lessee shall not allow signage, including but not limited to banners, on the Leased Area. Similarly signage shall be disallowed on furniture, which includes but is not limited to, chairs, benches, tables, umbrellas, planters and the perimeter fence of the Leased Area. Menu signs shall be allowed in accordance with provisions of the City of Grand Junction sign code and subject to review by the DDA.
- k. The Lessee shall not utilize public trash or recycling receptacles for refuse generated within the leased area. The Lessee may provide a private trash and/or recycling receptacle within the leased area provided that it is emptied and maintained on a regular basis.

9. The leased premises and improvements, additions and fixtures, furniture and equipment thereon shall be maintained and managed by Lessee.

10. Lessee agrees to permit agents of the City and/or the DDA to enter upon the premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof.

Lessee further agrees that if the City shall determine to make changes or improvements to the DSP, which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to remove any structures necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes during a lease period.

11. The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are above described and retains all title thereto.

12. Lessee agrees not to sublet any portion of the Leased Area, not to assign this lease without the prior written consent of the City being first obtained.
13. Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting property and agrees that on sale or other transfer of such ownership interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.
14. Lessee agrees to surrender and deliver up the possession of the Leased Area promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.
15. If legal action is taken by either party hereto to enforce any of the provisions of this Lease, the prevailing party in any legal action shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees.
16. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.
17. Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Leased Area and its use. In performing under the Lease, Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.
18. Lessee and City agree that all correspondence concerning the Lease shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Lessee:

CITY OF GRAND JUNCTION

Laurie M. Kadrich, City Manager

LESSEE

Business Owner

Exhibit A: Proposed Lease Area (include dimensions):

ALLEY

S89°35'59"E 195.60'

2945-143-14-022
ZONING B2
OWNER: WESTERN
HOSPITALITY, LLC

BLOCK 101

LOT 18

N0°00'00"E 125.00'

LOT 23

LOT 22

LOT 21

LOT 20

LOT 19

S89°30'11"E 4.00'

N0°00'00"W 8.43'

ESMT AREA = 395.59' SQ. FT.

S89°39'32"W 47.00'

S0°00'00"E 8.30'



MAIN STREET



BRUBER, HIGLER & ASSOCIATES
200 10th Street, Suite 200
Grand Junction, Colorado, 81505
Phone: 970-243-4882
Fax: 970-243-1840
www.bruberahigler.com

WESTERN HOSPITALITY, LLC GRAND JUNCTION

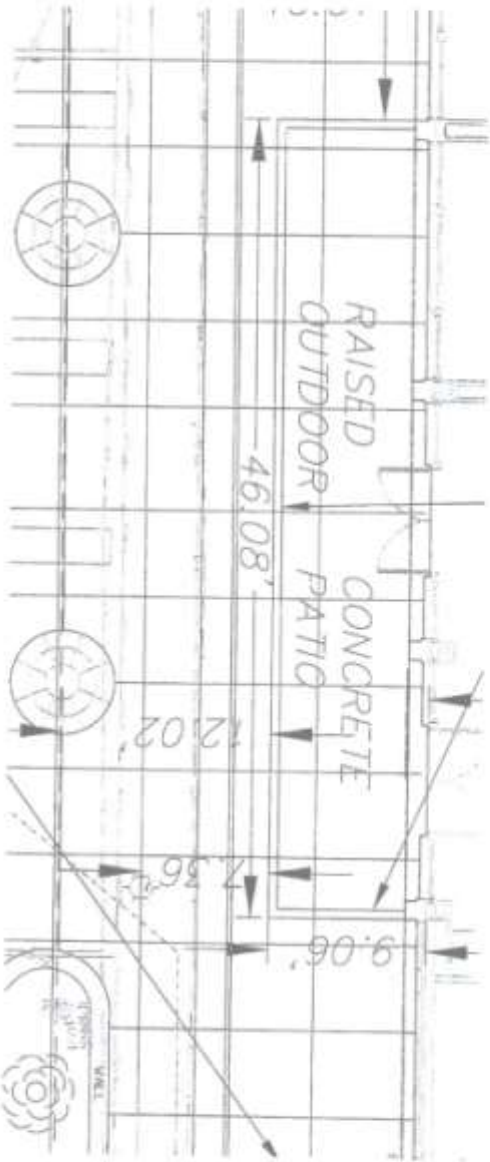
MARRIOTT HOTEL
EASEMENT EXHIBIT N

DRAWN BY: LMS
CHECKED BY: JCL

DATE: 02-15-10
SCALE: 1"=40'
PROJECT NO: 084101B

SHEET #
1

Proposed patio



12 1/2 1/4 1/8 1/16	<p>ASMA ARCHITECTURAL SERVICES & ARCHITECTURE 2500 Park Ave. W. Seattle, WA 98119 Phone: (206) 462-1100 Fax: (206) 462-1101 www.asma-arch.com</p>	<p>MAIN STREET PATIO RELATIVE TO POLLS AND PLANTERS</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISIONS	DATE												
NO.	REVISIONS	DATE																	

Legal Description

Commencing at the southwest corner of Lot 20, Block 101, City of Grand Junction, Thence along the south line of Lot 20, S89°56'11"E a distance of 4.06' to a point, said point being the Point of Beginning; Thence continuing along the south line of Lot 20, S89°56'11"E a distance of 47.08' to a point; Thence S0°00'00"E a distance of 8.38' to a point; Thence S89°59'52"W a distance of 47.08' to a point; Thence N0°00'04"W a distance of 8.43' to the Point of Beginning, said parcel containing 395.59 square feet as described herein and as depicted on Exhibit N attached hereto and incorporated herein by reference.

containing 395.59 square feet as described.

Exhibit B: Brief Description of Business / DDA Certification:

Business Name (name of insured): Nine 7 OH Hospitality

DBA (if needed): Spring Hill uites

Applicant / Relationship to Business: Kevin Reimer, Owner

Contact Phone and Email: 970-242-2525 / kevin.reimer@bresnan.net

Type of Food/Beverage to be served in leased area: Breakfast, evening beer, wine & snacks

Days of Operation / Operating Hours: 6am – midnight, seven days a week

How this operation will benefit Downtown Grand Junction: Marriott Hotel will bring out-of-town guests to Main Street.

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

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

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

** note: permanent gas firepit built into patio **

Describe any musical or vocal presentations or effects to be used in the leased area:
none

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	<u> X </u>
	City Sales Tax	<u> X </u>
	Liquor License	<u> </u>
	Restaurant/Food Service	<u> X </u>

Proof of Liability Insurance Coverage Provided?

9. ASSURANCES

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

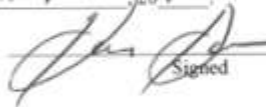
HOLD HARMLESS / INDEMNITY AGREEMENT

I, KEVIN REIMER - NINE 7 ON HOSPITALITY, applicant for a permit to conduct activities in the Downtown Shopping Park area, agree that I shall:

- a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- b) Indemnify the City of Grand Junction, its officers and employees and the Downtown Development Authority of Grand Junction, its officers and employees, against any claim, loss, judgment or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 2ND day of MAY, 2011.


Signed

10. CERTIFICATION

The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, and is in compliance with the Plan of Development for Downtown Grand Junction and certifies that the permitted business or activity conforms to the Plan of Development and will further the goals and objectives as established by such Plan of Development, and no earlier application has been received for such use in such location.

SIGNED  5-5-11
DDA Executive Director Date

If denied, state reason:

Date Received _____



Date: June 1, 2011
 Author: Senta Costello
 Title/ Phone Ext: Senior Planner,
x 1442
 Proposed Schedule: June 1, 2011

Attach 6
Federal Building Geo-Thermal Revocable
Permit, Located at 400 Rood Ave

CITY COUNCIL AGENDA ITEM

Subject: Federal Building Geo-Thermal Revocable Permit Located at 400 Rood Avenue
File # (if applicable): RVP-2011-744
Presenters Name & Title: Senta Costello – Senior Planner

Executive Summary:

US General Services Administration is requesting a Revocable Permit to install 12 geo-thermal wells in the east/west and north/south alleys between North 4th Street, North 5th Street, between Rood Avenue and White Avenue as part of the federally funded remodel taking place at the Wayne N. Aspinall Federal Courthouse located at 400 Rood Avenue.

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

The request implements the following Goals & Policies of the Comprehensive Plan:

- Goal 6:** Land use decisions will encourage preservation and appropriate reuse.
 - Policy A:** In making land use and development decisions, the City and County will balance the needs of the community.
- Goal 12:** Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.
 - Policy B:** The City and County will provide appropriate commercial and industrial development opportunities.

Action Requested/Recommendation:

Adopt Resolution Granting a Revocable Permit to US General Services Administration for 12 Geo-thermal Wells in the North 4th Street, North 5th Street and Rood Avenue, White Avenue alley rights-of-way for the Building Located at 400 Rood Avenue.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

See attached staff report.

Financial Impact/Budget:

N/A

Legal issues:

Legal has reviewed and approved the Revocable Permit as presented.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

1. Staff report/Background information
2. General Location Map / Aerial Photo
3. Future Land Use Map / Zoning Map
4. Resolution
5. Revocable Permit
6. Agreement.

BACKGROUND INFORMATION			
Location:		North 4 th Street, North 5 th Street and Rood Avenue, White Avenue alley rights-of-way	
Applicant:		US General Services Administration – Sharon Conger	
Existing Land Use:		Alley	
Proposed Land Use:		Alley	
Surrounding Land Use:	North	Alpine Bank parking lot	
	South	Federal Building	
	East	Alpine Bank	
	West	Post Office & Home Loan Bank	
Existing Zoning:		B-2 – Downtown Business	
Proposed Zoning:		B-2 – Downtown Business	
Surrounding Zoning:	North	B-2 – Downtown Business	
	South	B-2 – Downtown Business	
	East	B-2 – Downtown Business	
	West	B-2 – Downtown Business	
Future Land Use Designation:		Downtown Mixed-Use	
Zoning within density range?	X	Yes	No

Project Analysis:

1. Background

The Federal Building is in the process of undergoing an entire remodel of the building to update and repair the facility. As a part of the remodel, the building will be retrofitted to have the heating and cooling system of the building to run off of the energy harnessed through the geo-thermal wells.

2. Section 2.17.C of the Zoning and Development Code

Requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.

The granting of the revocable permit will allow the buildings overall energy usage to be reduced and therefore the costs to operate the building will be reduced.

- b. There is a community need for the private development use proposed for the City property.

The geo-thermal wells are proposed to be completely sub-grade and will not impact the day-to-day usage of the alleys. All of the wells needed to operate the system cannot be placed on the site of the building. The revocable permit allows the additional wells to be placed and used for operation of the heating and cooling system.

- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.

The geo-thermal wells are proposed to be completely sub-grade and will not impact the day-to-day usage of the alleys.

- d. The proposed use shall be compatible with the adjacent land uses.

The geo-thermal wells are proposed to be completely sub-grade and will not impact the day-to-day usage of the alleys.

- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.

The geo-thermal wells are proposed to be completely sub-grade and will not impact the day-to-day usage of the alleys.

- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.

The request implements the following Goals & Policies of the Comprehensive Plan:

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

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

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

Policy A: Through the Comprehensive Plan's policies the City and County will improve as a regional center of commerce, culture and tourism.

Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two of the Zoning and Development Code and the SSID Manual.

The request has met the standards required by the City Charter, the Zoning and Development Code and SSID Manual.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the US General Services Administration Geo-Thermal Well Revocable Permit application, RVP-2011-744 for the issuance of a revocable permit for 12 geothermal wells within the North 4th Street, North 5th Street and Rood Avenue, White Avenue alley rights-of-way, staff makes the following findings of fact and conclusions:

1. The review criteria in Section 2.17.C of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the requested revocable permit for US General Services Administration Geo-Thermal Well Revocable Permit, RVP-2011-744.

Attachments:

Applicant's General Project Report
Site Location Map / Aerial Map
Future Land Use Map / Existing Zoning Map
Resolution
Revocable Permit
Agreement



GENERAL PROJECT REPORT - REVOCABLE PERMIT APPLICATION WAYNE N. ASPINALL FEDERAL BUILDING & US COURTHOUSE

PROJECT DESCRIPTION:

1. Wayne N. Aspinall Federal Building & US Courthouse
400 Rood Avenue
Grand Junction, CO 81501

Revocable permit is for use beneath the alleyways to the North and East of the Federal Building.

2. Acreage of Revocable Permit: 0.164 acres (approximate)
3. Proposed Use: The US General Services Administration (GSA) will be installing approximately twelve (12) vertical, closed loop geo-exchange wells beneath the City's alleyways located to the north and east of the Wayne N. Aspinall Federal Building & US Courthouse. Each vertical loop will be drilled to a depth of approximately 500' with horizontal pipe from each vertical well piped to the Federal Building. Each well is approximately 5" in diameter and will have a thermally enhanced bentonite grout encasing the polyethylene loop pipe. All piping will remain at a minimum of 48" below grade and new paving will be installed at the surface of the alleyway once the installation is complete. As per the City's request, there will be a 20' minimum clearance (10' on either side) of the existing sewer line.

PUBLIC BENEFIT:

The GSA's modernization of the Wayne N. Aspinall Federal Building & US Courthouse will be a ground-breaking project through its integration of historic preservation and sustainable design. The goal of this project is to transform the 93 year old federal building into the nation's first net-zero building on the National Register of Historic Places. By accomplishing the goal of net-zero on this project, Grand Junction's federal building will be showcase for what can be accomplished in other historic buildings around the country. A major factor in the pursuit of net-zero is the geo-exchange system which will support the heating and cooling of the building and reduce the building's overall energy consumption. Currently the GSA cannot place all of the required wells on the existing site. A partnership with the City and community of Grand Junction is a key component of our net-zero goal. The GSA respectfully requests the City to grant a revocable permit for the installation of the remaining geo-exchange wells beneath the alleyways adjacent to the building.

The Wayne N. Aspinall Federal Building & US Courthouse has always been a prominent fixture within Grand Junction's historic downtown business district. The modernization of this building provides new significance to this historic structure and embodies the shared values of both Grand Junction and the federal government with regard to leadership and sustainability. The success of this project represents our responsibility to our environment and our commitment to excellence.

Site Location Map

Figure 1



Aerial Photo Map

Figure 2



Comprehensive Plan Map

Figure 3



Existing City and County Zoning Map

Figure 4



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
US GENERAL SERVICES ADMINISTRATION FOR THE WAYNE N ASPINALL
FEDERAL COURTHOUSE AT 400 ROOD AVENUE**

Recitals.

A. US General Services Administration, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOTS 26-32 BLOCK 96 GRAND JUNCTION and identified by Mesa County Tax Schedule Number 2945-143-09-918 (Address: 400 Rood Avenue).

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to 12 geo-thermal wells within the following described public right-of-way:

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

ALL of that certain East-West 20.0 foot wide platted alley lying within Block 96, First Division Resurvey, Town of Grand Junction, as same is recorded in Plat Book 1, Page 9, Public Records of Mesa County, Colorado, lying North of Lots 25 through 32 of said Block 96, TOGETHER WITH, all of Lot 25 within said Block 96.

CONTAINS 7,150 Square Feet or 0.164 Acres, more or less, as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2011-744 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2011.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. US General Services Administration, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOTS 26-32 BLOCK 96 GRAND JUNCTION and identified by Mesa County Tax Schedule Number 2945-143-09-918 (Address is 400 Rood Avenue)

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to 12 geo-thermal wells within the following described public right-of-way:

A certain parcel of land lying in the Southwest Quarter (SW 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

ALL of that certain East-West 20.0 foot wide platted alley lying within Block 96, First Division Resurvey, Town of Grand Junction, as same is recorded in Plat Book 1, Page 9, Public Records of Mesa County, Colorado, lying North of Lots 25 through 32 of said Block 96, TOGETHER WITH, all of Lot 25 within said Block 96.

CONTAINS 7,150 Square Feet or 0.164 Acres, more or less, as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2011-744 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2011.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

City Clerk

City Manager

Acceptance by the Petitioner:

US General Services Administration

AGREEMENT

US General Services Administration, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2011.

US General Services Administration

By: _____
Sharon Conger, CSC Business Center Manager

State of Colorado)

)ss.

County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2011, by Sharon Conger, CSC Business Center Manager of US General Services Administration.

My Commission expires: _____
Witness my hand and official seal.

Notary Public



Date: May 19, 2011
 Author: Scott Hockins
 Title/ Phone Ext: Purchasing
Supervisor, 1484
 Proposed Schedule: June 1, 2011
 2nd Reading
 (if applicable): _____

Attach 7
2011 Sewer Line Replacement Project

CITY COUNCIL AGENDA ITEM

Subject: 2011 Sewer Line Replacement Project
File # (if applicable):
Presenters Name & Title: Tim Moore, Public Works and Planning Director Jay Valentine, Assistant Financial Operations Manager

Executive Summary:

This request is for the contract award for the replacement of approximately 6,600 lineal feet of sewer main line, 2,200 lineal feet of sewer service line and 30 manholes due to age and condition. The majority of this project will be located between 15th Street and Linda Lane, north of and along Orchard Avenue.

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 repair and maintenance will guard against failure and ensure longevity for the wastewater collection system.

Action Requested/Recommendation:

Authorize the Purchasing Division to Enter into a Contract with M.A. Concrete Construction of Grand Junction, Colorado for the Construction of the 2011 Sewer Line Replacement Project in the Amount of \$614,446.95.

Board or Committee Recommendation:

N/A

Background, Analysis and Options:

The existing concrete and vitrified clay pipe sewer lines have met or exceeded the design service life and will be replaced with Poly Vinyl Chloride (PVC) Pipe. In addition, sanitary sewer manholes damaged by hydrogen sulfide gases will be replaced. The sanitary sewer service lines will also be replaced within the street right of way.

A formal solicitation was advertised in the Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA). Five responsive bids were received and from the following firms:

Firm	Location	Amount
M.A. Concrete Construction	Grand Junction, CO	\$614,446.95
Sorter Construction	Grand Junction, CO	\$685,636.00
Ben Dowd Excavating	Clifton, CO	\$717,861.39
Triad Western	Cortez, CO	\$779,446.00
Gould Construction	Glenwood Springs, CO	\$999,654.50

This project is scheduled to begin in mid June and be completed by mid September 2011.

Financial Impact/Budget:

There is \$1,200,000 in the Joint Sewer Fund for this project and completion of other projects. This project was estimated at \$750,000, leaving \$515,190 to complete the remaining projects.

Project Costs:

*Pipe Purchase	\$ 25,362.96
Construction Project Cost	\$614,446.95
<u>City Construction Inspection & Contract Administration</u>	<u>\$ 45,000.00</u>

Total Estimated Project Cost **\$684,809.91**

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

*Resolution No. 25-11 authorized and ratified the emergency purchase of the Poly Vinyl Chloride (PVC) Pipe required for the project. The amount reflected above is a portion of the total \$113,579.76 authorized.

Attachments:

N/A



Date: May 19, 2011
Author: Lori V. Bowers
Title/ Phone Ext: Sr. Planner/4033
Proposed Schedule: Wednesday,
June 1, 2011
2nd Reading:
Monday, July 18, 2011

Attach 8
Setting a Hearing on the Crossroads United
Methodist Annex, Located at 599 30 Road

CITY COUNCIL AGENDA ITEM

Subject: Crossroads United Methodist Annexation, Located at 599 30 Road
File #: ANX-2011-712
Presenters Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to annex 3.9 acres, located at 599 30 Road. The Crossroads United Methodist Annexation consists of one parcel, which includes 20,463 square feet of 30 Road Right-of-Way.

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

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

The proposed annexation is a requirement of the Persigo Agreement. The applicant will be requesting consideration of a cell tower to be placed in the parking lot of the church. A Conditional Use Permit (CUP) is required for the application and involves a Public Hearing, therefore the request for annexation.

Action Requested/Recommendation:

Adopt a Resolution Referring the Petition for the Crossroads United Methodist Annexation and Introduce the Proposed Ordinance and Set a Hearing for July 18, 2011.

Board or Committee Recommendation:

Planning Commission will make a recommendation of the zoning at their meeting scheduled for June 14, 2011.

Background, Analysis and Options:

See attached Staff Report/Background Information

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

No.

Attachments:

1. Staff report/Background information
2. Annexation Map
3. Site Location Map / Aerial Photo Map
4. Comprehensive Plan Map / Existing City and County Zoning Map
5. Resolution Referring Petition
6. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		599 30 Road		
Applicants:		Crossroads United Methodist Church, owner; Quinn Kayser-Cochran, representative.		
Existing Land Use:		Church		
Proposed Land Use:		Addition of a cellular tower to the site.		
Surrounding Land Use:	North	Rite Aid		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		County RSF-4		
Proposed Zoning:		R-4		
Surrounding Zoning:	North	PD and County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County PUD		
Future Land Use Designation:		Residential Medium (4 – 8 DU/Acre)		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 3.90 acres of land and is comprised of one parcel. 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 Crossroads United Methodist 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;

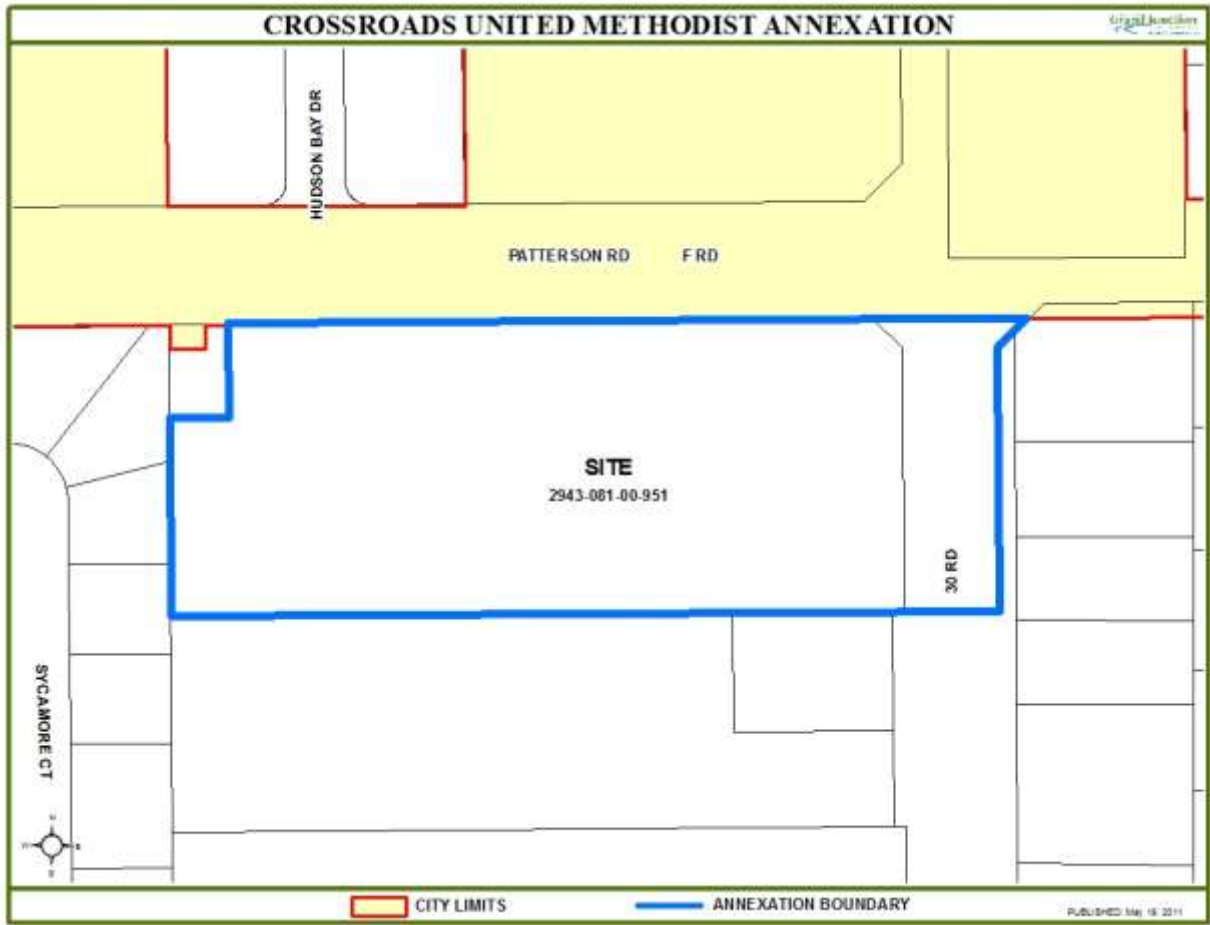
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
June 1, 2011	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
June 14, 2011	Planning Commission considers Zone of Annexation
July 6, 2011	Introduction Of A Proposed Ordinance on Zoning by City Council
July 18, 2011	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 19, 2011	Effective date of Annexation and Zoning

CROSSROADS UNITED METHODIST ANNEXATION SUMMARY

File Number:	ANX-2011-712	
Location:	599 30 Road	
Tax ID Number:	2943-081-00-951	
# of Parcels:	1	
Estimated Population:	0	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	0	
Acres land annexed:	3.90	
Developable Acres Remaining:	0	
Right-of-way in Annexation:	20,463 square feet of 30 Road	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	R-4 (Residential – 4 units/acre)	
Current Land Use:	Church	
Future Land Use:	Church and proposed cellular tower	
Values:	Assessed:	\$542,410.00
	Actual:	\$1,870,370.00
Address Ranges:	599 30 Road	
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley Sanitation
	Fire:	Grand Junction Rural
	Irrigation/ Drainage:	Palisade Irrigation District / Grand Valley Drainage District
	School:	Fruitvale / Bookcliff / Central
	Pest:	No



Annexation Map for 599 30 Road

Site Location Map

599 30 Road



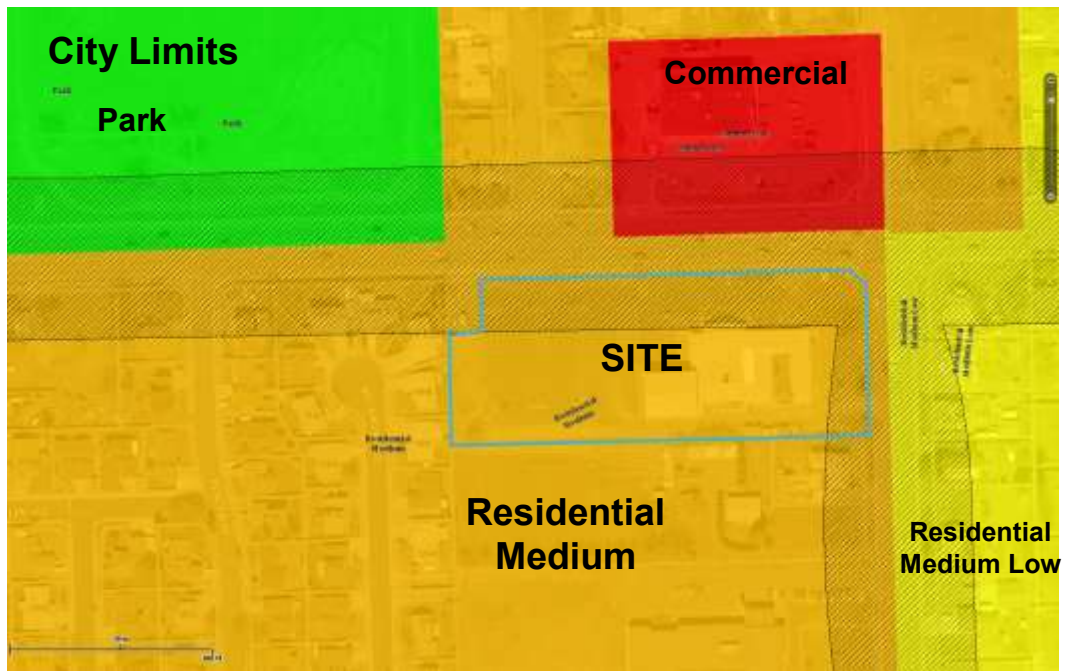
Aerial Photo Map

599 30 Road



Comprehensive Plan Map

599 30 Road



Existing City and County Zoning Map

Figure 4



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st day of June, 2011, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

CROSSROADS UNITED METHODIST ANNEXATION

LOCATED AT 599 30 ROAD

WHEREAS, on the 1st day of June, 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:

CROSSROADS UNITED METHODIST ANNEXATION

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 8 and the Northwest Quarter (NW 1/4) of Section 9, 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 Northeast corner of said Section 8 and assuming the North line of the NE 1/4 of said Section 8 bears N 89°58'34" E with all other bearings contained herein being relative thereto; thence S 00°06'07" E along the East line of the NE 1/4 of said Section 8, a distance of 50.00 feet to the Point of Beginning; thence from said Point of Beginning, S 89°55'10" E along a line 50.00 feet South of and parallel with the North line of the NW 1/4 of said Section 9, a distance of 65.00 feet; thence S 44°59'20" W a distance of 35.30 feet; thence S 00°06'07" E along the East right of way for 30 Road, being a line 40.00 feet East of and parallel with, the West line of the NW 1/4 of said Section 9, a distance of 222.93 feet; thence S 89°58'34" W along the South line of the North 298.0 feet of said Section 8, a distance of 700.71 feet to a point on the East line of Sunny Meadows Subdivision, as same is recorded in Plat Book 13, Page 50, Public Records of Mesa County, Colorado; thence N 00°06'19" W along the East line of said Sunny Meadows Subdivision, a distance of 168.00 feet; thence N 89°58'36" E, along the South line of that certain parcel of land described in Book 1284, Page 168, Public Records of Mesa County, Colorado, a distance of 50.00 feet; thence N 00°06'20" W along the East line of said parcel, a distance of 80.00 feet to a point on the South line of Patterson Road (F Road); thence N 89°58'34" E along the South line of said Patterson Road, being a line 50.00 feet South of and parallel with the North line of the NE 1/4 of said Section 8, a distance of 610.72 feet, more or less, to the Point of Beginning.

CONTAINING 170,089 Square Feet or 3.90 Acres, more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 18th day of July, 2011, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any 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; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the _____ day of _____, 2011.

Attest:

President of the Council

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
June 3, 2011
June 10, 2011
June 17, 2011
June 24, 2011

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

CROSSROADS UNITED METHODIST ANNEXATION

APPROXIMATELY 3.90 ACRES

LOCATED AT 599 30 ROAD

WHEREAS, on the 1st day of June, 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 18th day of July, 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:

CROSSROADS UNITED METHODIST ANNEXATION

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 8 and the Northwest Quarter (NW 1/4) of Section 9, 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 Northeast corner of said Section 8 and assuming the North line of the NE 1/4 of said Section 8 bears N 89°58'34" E with all other bearings contained herein being relative thereto; thence S 00°06'07" E along the East line of the NE 1/4 of said Section 8, a distance of 50.00 feet to the Point of Beginning; thence from said Point of Beginning, S 89°55'10" E along a line 50.00 feet South of and parallel with the North line of the NW 1/4 of said Section 9, a distance of 65.00 feet; thence S 44°59'20" W a distance of 35.30 feet; thence S 00°06'07" E along the East right of way for 30 Road, being a line 40.00 feet East of and parallel with, the West line of the NW 1/4 of said Section 9, a distance of 222.93 feet; thence S 89°58'34" W along the South line of the North 298.0 feet of said Section 8, a distance of 700.71 feet to a point on the East

line of Sunny Meadows Subdivision, as same is recorded in Plat Book 13, Page 50, Public Records of Mesa County, Colorado; thence N 00°06'19" W along the East line of said Sunny Meadows Subdivision, a distance of 168.00 feet; thence N 89°58'36" E, along the South line of that certain parcel of land described in Book 1284, Page 168, Public Records of Mesa County, Colorado, a distance of 50.00 feet; thence N 00°06'20" W along the East line of said parcel, a distance of 80.00 feet to a point on the South line of Patterson Road (F Road); thence N 89°58'34" E along the South line of said Patterson Road, being a line 50.00 feet South of and parallel with the North line of the NE 1/4 of said Section 8, a distance of 610.72 feet, more or less, to the Point of Beginning.

CONTAINING 170,089 Square Feet or 3.90 Acres, more or less, as described.

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

INTRODUCED on first reading the ____ day of _____, 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: May 18, 2011
 Author: Brian Rusche
 Title/ Phone Ext:
Senior Planner x. 4058
 Proposed Schedule: Notice of Intent to Annex – June 1, 2011
 2nd Reading
 (if applicable): July 18, 2011

Attach 9
Setting a Hearing on the JR Enclave Annex, Located at 247 Arlington Drive

CITY COUNCIL AGENDA ITEM

Subject: Annexation of the JR Enclave, Located at 247 Arlington Drive
File #: ANX-2011-755
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 6.80 acres of enclaved property, located at 247 Arlington Drive. The JR Enclave consists of one (1) parcel and no public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is required to annex all enclaved areas within five (5) years. The JR Enclave has been enclaved since July 9, 2006.

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

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

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

Action Requested/Recommendation:

Adopt a Resolution of Intent to Annex the JR Enclave, Introduction of the Proposed Ordinance and Set a Hearing for July 18, 2011.

Board or Committee Recommendation: The Zone of Annexation is scheduled for the Planning Commission on June 14, 2011.

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

Legal issues: None.

Other issues: None.

Previously presented or discussed: No

Background, Analysis and Options: See attached.

Attachments:

1. Staff report/Background information
2. Annexation Summary
3. Annexation Map
4. Future Land Use Map
5. Blended Residential Map
6. Existing City Zoning Map
7. Existing County Zoning Map
8. Resolution
9. Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		247 Arlington Drive		
Applicant:		City of Grand Junction		
Existing Land Use:		Agricultural		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Agricultural		
	East	Residential		
	West	Agricultural		
Existing Zoning:		County RSF-4 (Residential Single Family 4 du/ac)		
Proposed Zoning:		R-5 (Residential 5 du/ac)		
Surrounding Zoning:	North	R-4 (Residential 4 du/ac)		
	South	R-5 (Residential 5 du/ac)		
	East	R-5 (Residential 5 du/ac)		
	West	R-5 (Residential 5 du/ac)		
Future Land Use Designation:		Residential Medium (4-8 du/ac)		
Zoning within density range?		X	Yes	No

This annexation area consists of 6.80 acres, with no public right-of-way. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The JR Enclave has been enclaved since July 9, 2006.

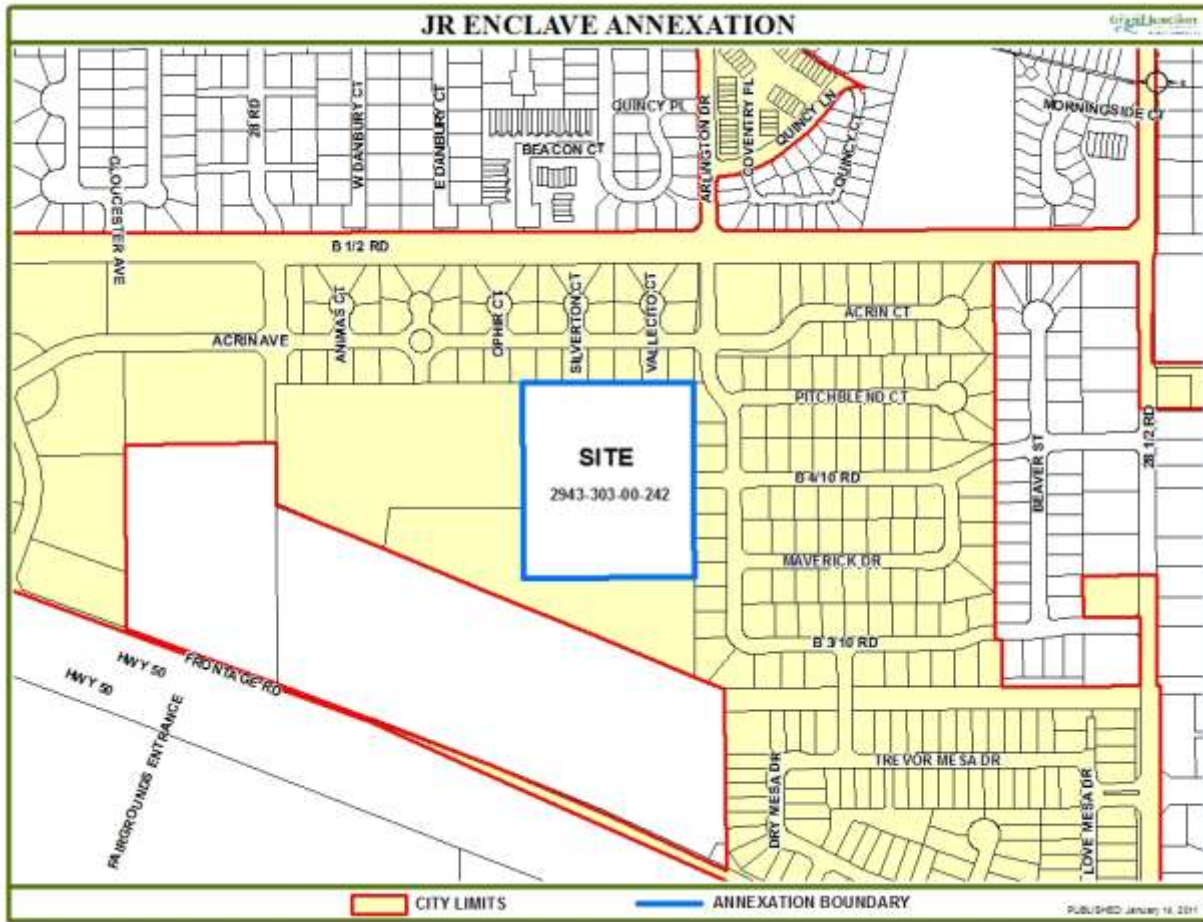
The following annexation and zoning schedule is being proposed:

JR ENCLAVE ANNEXATION SCHEDULE	
June 1, 2011	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
June 14, 2011	Planning Commission considers Zone of Annexation
July 6, 2011	Introduction of a Proposed Ordinance on Zoning by City Council
July 18, 2011	Public Hearing on Annexation and Zoning by City Council
August 19, 2011	Effective date of Annexation and Zoning

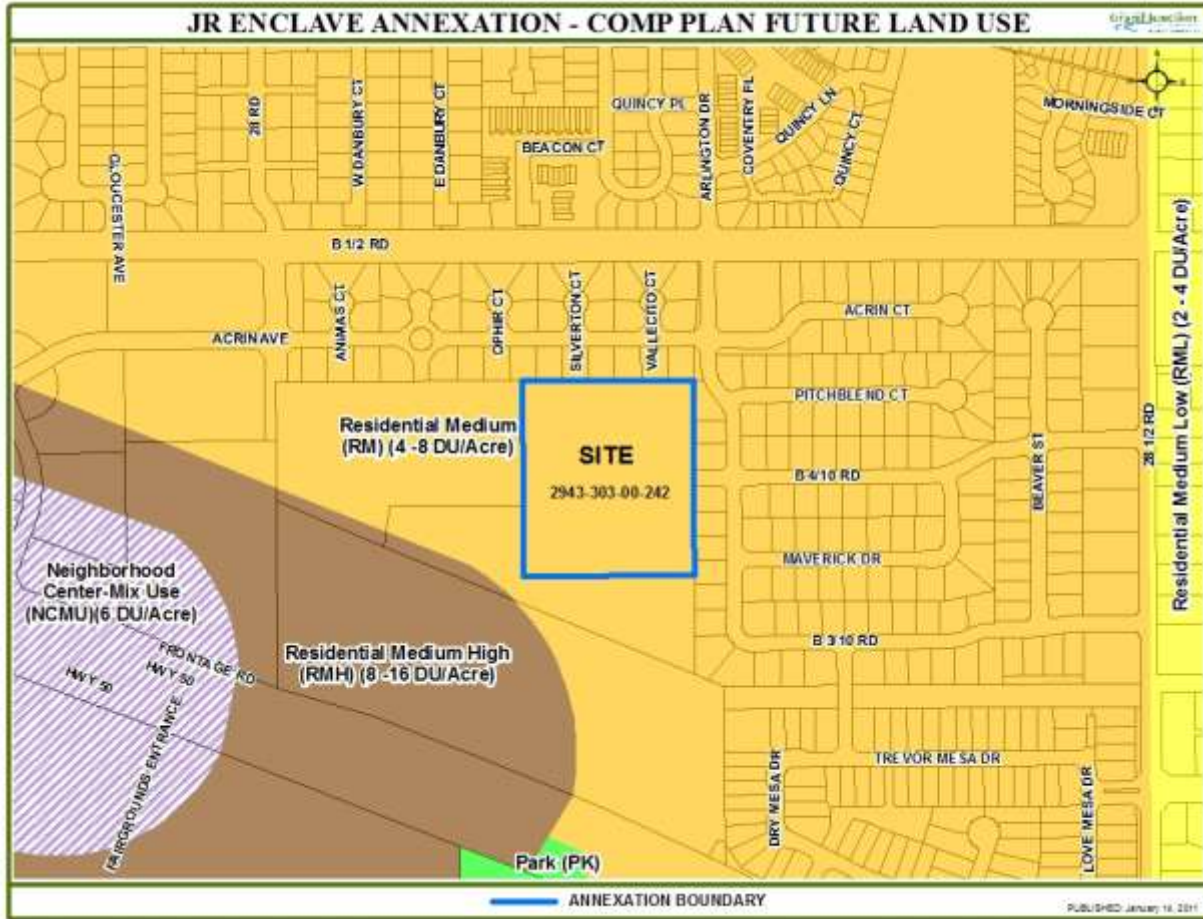
JR ENCLAVE ANNEXATION SUMMARY

File Number:	ANX-2011-755	
Location:	247 Arlington Drive	
Tax ID Number(s):	2943-303-00-242	
# of Parcels:	1	
Estimated Population:	2	
# of Parcels (owner occupied):	1	
# of Dwelling Units:	1	
Acres land annexed:	6.80 acres	
Developable Acres Remaining:	6.80 acres	
Right-of-way in Annexation:	None	
Previous County Zoning:	County RSF-4 (Residential Single Family 4 du/ac)	
Proposed City Zoning:	R-5 (Residential 5 du/ac)	
Current Land Use:	Agricultural	
Future Land Use:	Residential	
Values:	Assessed:	\$14,700
	Actual:	\$174,580
Address Ranges:	247 Arlington Drive	
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	Orchard Mesa Sanitation District
	Fire:	Grand Junction Rural Fire District
	Drainage:	Orchard Mesa Drainage District
	School:	Mesa County Valley School District #51
	Irrigation:	Orchard Mesa Irrigation District
	Pest:	Grand River Mosquito Control District

ANNEXATION MAP



FUTURE LAND USE MAP

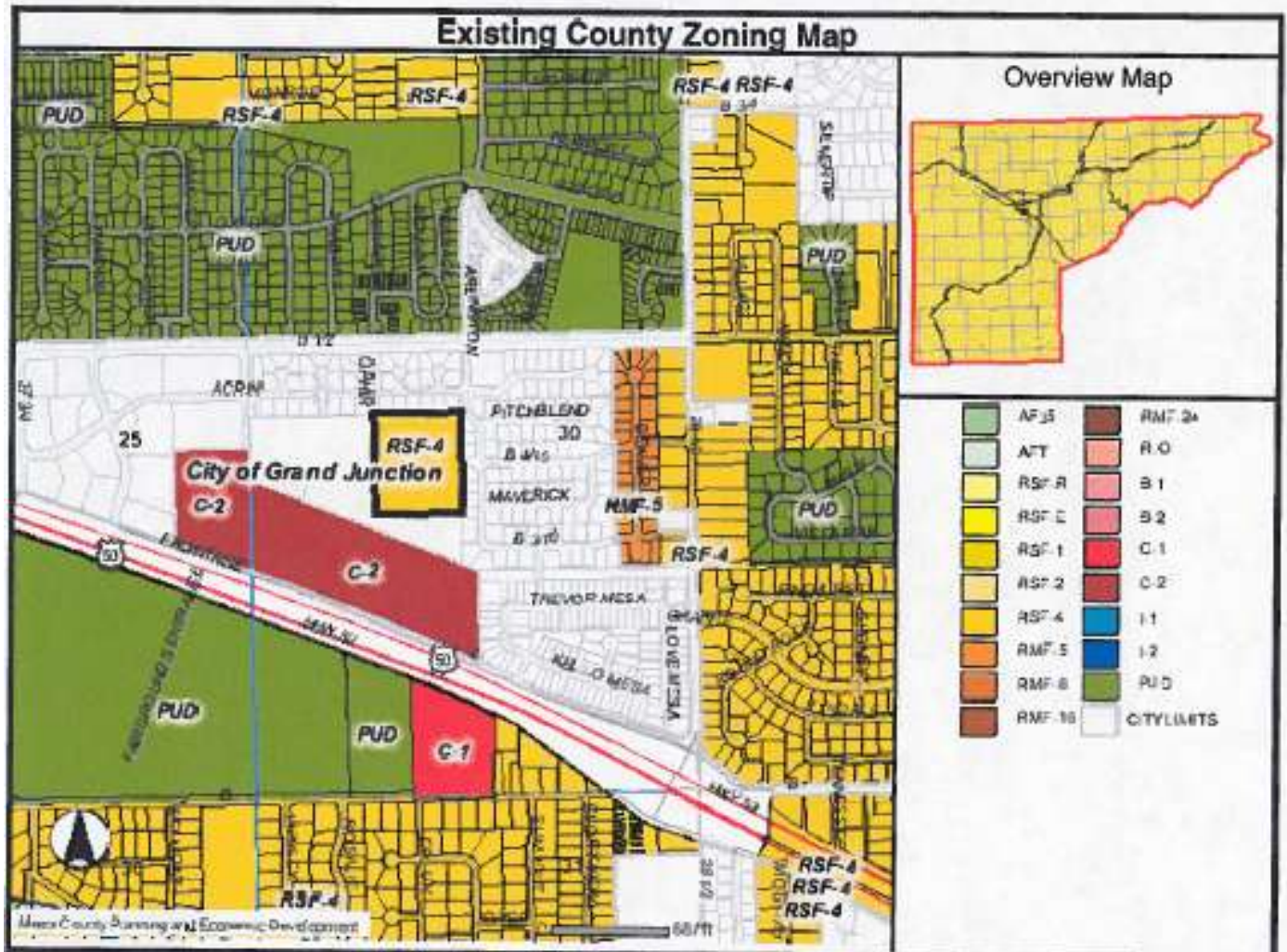


BLENDED RESIDENTIAL MAP



Blended Map indicates 4-16 du/ac for the enclave

EXISTING COUNTY ZONING MAP



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st of June, 2011, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

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

JR ENCLAVE

LOCATED AT 247 ARLINGTON DRIVE

CONSISTING OF APPROXIMATELY 6.80 ACRES

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

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 1st day of June, 2011, the Public Works and Planning Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the JR Enclave and more particularly described as follows:

JR ENCLAVE ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being bounded as follows:

Bounded on the South and West by the Charlesworth Annexation, City of Grand Junction Ordinance 3902, as same is recorded in Book 4187, Page 71, Public Records of Mesa County, Colorado; Bounded on the North by the Rinderle Annexation, City of Grand Junction Ordinance 3411, as same is recorded in Book 3073, Page 654, Public Records of Mesa County, Colorado and Bounded on the East by the Arrowhead Acres Annexation No. 2, City of Grand Junction Ordinance 3117, as same is recorded in Book 2575, Page 337, Public Records of Mesa County, Colorado.

CONTAINING 296,288 Square Feet or 6.80 Acres, more or less, as described.

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three (3) years, pursuant to C.R.S. 31-12-106(1);

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area, pursuant to the Municipal Annexation Act of 1965. The City Clerk is also directed to give notice of the existence of the Annexation Transition Committee, including contact information.
2. That the ordinance annexing the subject area was introduced and given first reading on this 1st day of June, 2011, with a second reading and public hearing on the proposed annexation ordinance to be held on the 18th day of July, 2011, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM.
3. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

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**

JR ENCLAVE ANNEXATION

LOCATED AT 247 ARLINGTON DRIVE

CONSISTING OF APPROXIMATELY 6.80 ACRES

WHEREAS, on the 1st day of June, 2011, the City Council of the City of Grand Junction gave notice that they will consider for annexation to the City of Grand Junction the following described territory, commonly known as the JR Enclave; and

WHEREAS, a hearing and second reading on the proposed annexation ordinance was duly held after proper notice on the 18th day of July, 2011; and

WHEREAS, the area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than three (3) years, pursuant to C.R.S. 31-12-106(1); and

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

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

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

JR ENCLAVE ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 30, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being bounded as follows:

Bounded on the South and West by the Charlesworth Annexation, City of Grand Junction Ordinance 3902, as same is recorded in Book 4187, Page 71, Public Records of Mesa County, Colorado; Bounded on the North by the Rinderle Annexation, City of Grand Junction Ordinance 3411, as same is recorded in Book 3073, Page 654, Public Records of Mesa County, Colorado and Bounded on the East by the Arrowhead Acres Annexation No. 2, City of Grand Junction Ordinance 3117, as same is recorded in Book 2575, Page 337, Public Records of Mesa County, Colorado.

CONTAINING 296,288 Square Feet or 6.80 Acres, more or less, as described.

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

INTRODUCED on first reading the ____ day of _____, 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