

To access the Agenda and Backup Materials electronically, go to [www.gjcity.org](http://www.gjcity.org)



**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 2, 2015  
250 NORTH 5<sup>TH</sup> STREET  
6:15 P.M. – ADMINISTRATION CONFERENCE ROOM  
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

*To become the most livable community west of the Rockies by 2025*

**Call to Order**  
(7:00 P.M.)

Pledge of Allegiance  
Invocation – Bishop Dale Bowen, Church of Jesus Christ of  
Latter Day Saints, 12<sup>th</sup> Ward

[The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand or leave the room.]

**Proclamation**

Proclaiming September 2015 as “Veterans Administration Suicide Prevention Month” in the City of Grand Junction [Attachment](#)

**Citizen Comments**

[Supplemental Documents](#)

**Council Comments**

*Revised September 3, 2015  
\*\* Indicates Changed Item  
\*\*\* Indicates New Item  
® Requires Roll Call Vote*

**REVISED**

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

*Action: Approve the Summary of the August 10, 2015 Workshop, and the Minutes of the August 19, 2015 Regular Meeting and the August 26, 2015 Special Meeting*

**2. Hutto Easement Vacation at 676 Peony Drive** [Attach 2](#)

The applicant and owner of the subject property wish to create one additional lot on 7.2 acres. A public utility easement currently runs diagonally across the area where the new lot will be created. The proposal is to move the easement farther north, if it is needed, for the newly created lot and vacating the portion that impacts the building envelope.

Resolution No. 39-15—A Resolution Vacating a Utility Easement Located at 676 Peony Drive

*®Action: Adopt Resolution No. 39-15*

Staff presentation: Lori V. Bowers, Senior Planner

**3. CDBG Subrecipient Contract with Karis, Inc. for Previously Allocated Funds within the 2015 Community Development Block Grant (CDBG) Program Year** [Attach 3](#)

The Subrecipient Contract formalizes the City's award of \$10,200 to Karis, Inc. allocated from the City's 2015 CDBG Program as previously approved by Council. The grant funds will be used to purchase major appliances for the recently remodeled Asset House.

*Action: Authorize the Interim City Manager to Sign the Subrecipient Contract with Karis, Inc. for Improvements at the Asset House for \$10,200 of the City's 2015 Program Year Funds*

Staff presentation: Kristen Ashbeck, Senior Planner/CDBG Administrator

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

---

**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\*****4. Grant Awards from the Federal Aviation Administration (FAA) to the Grand Junction Regional Airport Authority [Attach 4](#)**

These are two separate grant offers for entitlement funds from the Federal Aviation Administration for the Grand Junction Regional Airport. These grant offers encompass five (5) different project elements, to include pavement maintenance on the primary runway and taxiway connectors and taxiway lighting modifications. Mesa County and the City of Grand Junction are required as Co-Sponsors to these Grant Offers.

*Action: Authorize the Mayor, the Interim City Manager, and the City Attorney to Sign the Grant Offers and Co-Sponsorship Agreements for the FAA Grants 3-08-0027-052-2015 and 3-08-0027-053-2015 in the Amounts of \$2,340,000 and \$167,670 Respectively*

Presenters: Ben Johnson, Interim Airport Manager  
Austin Fay, Projects Coordinator

**\*\*\*5. 2016 Grand Junction Off-Road Request [Attach 5](#)**

Epic Rides seeks continued success in the development and operation of the Grand Junction Off-Road Mountain Bike Event through extending the Host Community agreement with the City of Grand Junction for financial and in-kind support in exchange for being a Host Community of an Epic Rides Off-Road Series Event.

*Action: Request for City Council to Fund Epic Rides for 2016*

Presenter: Dave Grossman, Event Director

**6. North Avenue Catalyst Grant Application for 2892 North Avenue [Attach 6](#)**

A new business will be opening its doors at 2892 North Avenue, First National Pawn. The new building owner, Forbes Group, LLC, has submitted an application for consideration for \$10,000 from the North Avenue Catalyst Grant Program. This is the fourth application for this program to come before the City Council.

*Action: Consider Approval of a North Avenue Catalyst Grant Application from Forbes Group, LLC, Located at 2892 North Avenue, in the Amount of \$10,000*

Staff presentation: Lori V. Bowers, Senior Planner

7. **Contract for Broadband Strategic Plan Consulting** [Attach 7](#)

Broadband Internet service provides users and communities with many opportunities to improve communications, including enhancements in e-commerce, telemedicine, and educational tools, and can drive economic growth, productivity, and innovation. This contract will provide a strategic broadband plan that will help ensure the community's needs are achieved.

*Action: Authorize the City Purchasing Division to Negotiate and Enter Into a Contract with NEOfiber of Glenwood Springs, in the Approximate Amount of \$83,000*

Staff presentation: Jim Finlayson, IT Director  
Scott Hockins, Purchasing Supervisor

8. **Construction Contract for Colorado Law Enforcement Training Center (CLETC) Water Line Project and Materials Contract for Water Storage Tanks** [Attach 8](#)

This request is for the construction of water distribution and storage infrastructure that will provide potable water service to the CLETC campus to be used for fire training purposes and for potable use in future class rooms. This water system will become the property of the Clifton Water District that is the water provider for this area.

*Action: Authorize the Purchasing Division to Execute a Construction Contract with Sorter Construction for the CLETC Water Line Project in the Amount of \$266,308; and Execute a Purchase Order with Dodson Engineered Products for Three 20,000 Gallon Water Storage Tanks for an Estimated Amount of \$98,570*

Staff presentation: Greg Lanning, Public Works Director  
Jay Valentine, Internal Services Manager

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

10. **Other Business**

11. **Adjournment**



# Grand Junction

State of Colorado

## PROCLAMATION

*WHEREAS, suicide among military veterans is one of the most disruptive and tragic events a family and a community can experience; and*

*WHEREAS, nationally 22 deaths from suicide per day are Veterans; and*

*WHEREAS, statistics show that awareness, education, and "the power of one action" does save lives; and*

*WHEREAS, the Grand Junction City Council is pleased to support and endorse suicide prevention efforts by the Grand Junction Veterans Health Care System that will lead to the end to this tragic loss of life.*

*NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 2015 as*

**"VETERANS ADMINISTRATION SUICIDE PREVENTION MONTH"**

*in the City of Grand Junction and urge all citizens to work to prevent suicide in military veterans by increasing their awareness of warning signs, reaching out to those at risk, and ensuring that adequate resources are available for those experiencing periods of helplessness and hopelessness.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2<sup>nd</sup> day of September, 2015.*

\_\_\_\_\_  
Mayor



## Minutes

### **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY August 10, 2015 – Noticed Agenda Attached**

Meeting Convened: 5:00 p.m. in the Fire Administration Training Room

Meeting Adjourned: 8:30 p.m.

City Council Members present: All

Staff present: Moore, Shaver, Lanning, Schoeber, Wieland, Watkins, Hendricks, and Tuin

Also: Dave Grossman, Jen Stoll, Richard Swingle, and Robin Brown

---

#### Agenda Topic 1. Grand Junction Off-Road Event Follow-up and Request for Continued City Support

Dave Grossman, EPIC Rides, provided an overview of the 2015 Grand Junction Off-Road event. He described the growth the event experienced this year, the target market, the activities of the participants, and their \$628,000 contribution towards taxable revenue into the local economy. The plan is to grow the event by 20% each year with a cap of 2,000 riders. The free concert series contributed to the success of the event. Mr. Grossman said his request is the same for 2016 with a 5% increase next year if they meet their 20% increase in participants, with an automatic renewal. The proposal is to the City of Grand Junction. Mr. Grossman categorized the City support as a host city sponsorship. The request is \$40,000 from the City plus an additional \$10,000 of in-kind services. This includes the participation of the Visitor and Convention Bureau (VCB), the Downtown Development Authority (DDA), and the Grand Junction Economic Partnership (GJEP), which has already pledged \$5,000. Mr. Grossman said there are only two other events like this in Colorado.

The general consensus was that Council is in support of this event and are glad the City will not have to compete for this event. They will review the request during budget development. It was noted that an automatic renewal was not an option.

#### Agenda Topic 2. Inspire Initiative Great Outdoors Colorado (GOCO) Grant

Parks and Recreation Director Rob Schoeber provided the background on the GOCO grants and how they are funded. He introduced this new grant program opportunity which has a different focus.

Parks and Recreation Superintendent Traci Wieland reviewed the overall vision of the Inspire Initiative grant. This is a pilot program for up to five communities in the first year with up to ten additional communities being added in the second and third years. The goal is to get kids

to spend more time outdoors. There has been over \$25 million set aside for the program which includes planning and implementation of this new program. Ms. Wieland reviewed the three project requirements; places, programs, and pathways. The proposals are due by August 26, 2015 and the GOCO Board will award the grants in October. Ms. Wieland described the additional pieces of the program, the partners in the valley, and how the Parks and Recreation Department believes this program will work. The GOCO Inspire Initiative was discussed at the August 6, 2015 Parks and Recreation Advisory Board meeting with the Board's support. Ms. Wieland advised that the grant requires a 25% match which can be 10% cash and the rest in-kind. The Level 1 opportunity is available for five communities at \$100,000 and allows a ten month planning time frame. Level 2 is at a level of \$25,000-\$75,000 and allows an eighteen month planning time frame. Implementation grants at Level 1 are \$1 million to \$5 million. Several partners have already committed to the planning stage.

Different options were discussed for the grant. Council was supportive of Staff applying for the grant.

### Agenda Topic 3. City Emergency Operations Plan

Gus Hendricks, Emergency Manager, introduced himself and explained how the City of Grand Junction Emergency Operations Plan (EOP) got started. Mr. Hendricks said he and City Attorney Shaver are looking for direction on whether to adopt this plan by ordinance or resolution.

Mr. Hendricks went through the purpose of the Plan which is to minimize the loss of life and property if there is a disaster. Mr. Hendricks described the actions that would take place during and after an emergency. The Plan provides for a joint effort with the County Emergency Manager and the State if needed. Mr. Hendricks explained the concept of operations, the disaster declaration which allows the City to bring in additional resources, and the delegation of authority. The ultimate goal in managing a disaster is to bring things back to normalcy. Adoption of this Plan will assign each department roles and responsibilities in the event of an emergency. He explained a declaration of disaster and how he sees it working with departments and staff. Once adopted training will be provided by Mr. Hendricks including awareness level training for the Mayor and Mayor Pro Tem. Mr. Hendricks said the EOP defines specific activities before, during, and after a disaster happens.

There was discussion on whether to adopt the plan by ordinance, giving it the effect of law, or by resolution, making it a policy. Council also discussed a review of the Plan every three years. Councilmembers wanted time to consider the pros and cons of an ordinance versus resolution but did want to make sure adoption of the Plan moves forward.

### Agenda Item 4. SAFER Grant and DOLA Planning Grant

Fire Chief Ken Watkins presented the update on the SAFER grant and a new DOLA grant. The SAFER grant was approved by Council in March which authorized the application for the grant. The Fire Department was awarded the grant in July. This grant is intended to be used to hire back laid off or impending laid off firefighters. The priority here is to replace vacated positions.

Chief Watkins provided the background of the salary, benefits, and the positions. This will return the staffing to 2014 levels. Applications will be accepted from outside and inside the organization. Chief Watkins explained how long it takes to get through the hiring and training process. The training academy is scheduled to start in January 2016.

The other is a DOLA grant opportunity to conduct a feasibility study for a joint fire station at the airport. There have been conversations with the Airport Board as to a joint facility. Chief Watkins went over the scope of the feasibility study for a joint use including operation, capital considerations, funding, and cost savings. The grant for the project is not to exceed \$50,000. There would be a \$25,000 match (\$12,500 each from the City and the Airport Board). The Airport Board is meeting on the August 18<sup>th</sup> to review the request.

There was discussion on the type of consultant that would be hired to do the study. Chief Watkins said there are several and they also have information from Manhattan, KS which has a similar situation. Airport Staff is also working on looking into this information.

Chief Watkins said this has been talked about for years and this is a good first step to see if the feasibility of this co-location in the north part of town would even work.

Council agreed to move forward with the grant for the study.

#### Agenda Item 5. Other Business

Interim City Manager (ICM) Moore introduced a request from the Foundation for Cultural Exchange for their 10<sup>th</sup> anniversary celebration of a relationship that was created with El Espino, a community in El Salvador, as a Sister City with Grand Junction. They are looking for \$2,500 for a celebration out in front of City Hall along with the Mayor reading a proclamation on September 16<sup>th</sup> at 5:30 p.m. It was the consensus of the City Council to support the request.

#### Agenda Item 6. Board Reports

Councilmember McArthur clarified an issue; the City has no jurisdiction over the Drainage Authority. He is asking for a letter to get legislative support to change the governance of the Drainage District.

ICM Moore said it could be discussed at the next City/County Meeting on August 19<sup>th</sup>. ICM Moore will call the County Manager to get this on the agenda.



Councilmember Traylor Smith said she and Kristi Pollard with Grand Junction Economic Partnership (GJEP) attended, along with Economic Development and Site Selectors, a Logistics Conference. Councilmember Traylor Smith said there were numerous good contacts made between the two of them; and they were able to meet with six different selectors.

Councilmember Chazen asked if ICM Moore knew what happened with the phone interviews for the DDA Director recruitment. ICM Moore said he has not received any feedback but will be meeting on it the following day.

### **Adjourn**

With no other business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL  
MONDAY, AUGUST 10, 2015**

**WORKSHOP, 5:00 P.M.  
FIRE ADMINISTRATION BUILDING TRAINING ROOM  
555 UTE AVENUE**

*To become the most livable community west of the Rockies by 2025*

1. **Grand Junction Off-Road Event Follow-up and Request for Continued City Support:** The 3rd Annual Grand Junction Off-Road and Downtown Art + Music Festival saw significant growth and provides unique marketing of Grand Junction to a national and global audience positioning the community as a leading outdoor recreation destination. Epic Rides is seeking forty thousand dollars in host community fees and event support as they grow the event to two thousand participants.
2. **Inspire Initiative GOCO Grant:** Great Outdoors Colorado (GOCO) has launched a new initiative as part of their five-year strategy aimed at inspiring Coloradans, particularly kids, to appreciate, enjoy, and take care of the great outdoors. This Inspire Initiative will pilot in up to five communities in the first year and up to ten additional communities will be added in the second and third years for a total of 15 communities. **Attachment**
3. **City Emergency Operations Plan:** The City's Emergency Operations Plan is an all-hazards plan that provides the structure and mechanisms for local and regional level policy and operational coordination for incident management. This Emergency Operations Plan provides guidance to help minimize loss of life, prevent injury, protect property, safeguard the environment, and preserve the local economy in the event of a major emergency. **Attachment**
4. **SAFER Grant and DOLA Planning Grant:** Fire Chief Ken Watkins will update the City Council on the awarded SAFER grant for firefighter staffing and present an opportunity for a planning grant through the Department of Local Affairs for a north fire station. **Attachment**
5. **Other Business**  
Request to Sponsor Cultural Exchange Celebration **Attachment**
6. **Board Reports**

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

**August 19, 2015**

The City Council of the City of Grand Junction convened into regular session on the 19<sup>th</sup> day of August, 2015 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, Rick Taggart, and Council President Phyllis Norris. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. The audience stood for the Pledge of Allegiance led by Councilmember Kennedy followed by a moment of silence.

**Presentations**

**Yard of the Month**

Randy Coleman, City Forester, introduced Shirley Nilsen, Forestry Board member and horticulturist. Ms. Nilsen awarded Michael and Jan Petersen, 718 Pacific Drive, with the July Yard of the Month Award and described their yard. The Petersen's were present to receive the award; Ms. Petersen thanked the City for the award.

**Colorado Association of Chiefs of Police Presentation**

Walt Vanatta, Craig Police Department Chief and a past President of the Colorado Association of Chiefs of Police (CACP), presented the Grand Junction Police Department (GJPD) with CACP's Professional Standards Compliance Award. He explained the GJPD has been accredited since 1996, but departments must reapply every five years.

Chief Vanatta explained the accreditation process, listed many of the standards that are reviewed, and why the City was re-accredited. He mentioned it is a significant undertaking; it is a very time consuming and expensive process.

Chief Vanatta thanked the City Council. Grand Junction Police Chief John Camper, Deputy Chiefs Mike Nordine and John Zen, and many other members of the GJPD and the Regional Communications Center were present to receive the award.

Chief Camper thanked the City Council for taking the time to recognize this honor. He recognized his executive and supervisory staffs and specifically Standards Officer Rick Dyer who has been with GJPD for 21 years and recently announced he would retire at the end of the year. Officer Dyer made sure the Department stayed accredited; GJPD was one of the first agencies to be accredited in the State.

### **Avalon Theatre Foundation**

Robbie Breaux and Bobbi Alpha, Co-Chairs with Avalon Theatre Foundation (ATF), presented City Council with a check in the amount of \$200,000. Ms. Breaux introduced Ms. Alpha and said how proud she was to serve on the ATF board and that they had already reached their original goal of \$1.1 million to the City. To date, the ATF has presented the City with \$1.4 million, just \$150,000 shy of their total commitment. She listed the number of events that have been held at the Avalon Theatre and said they are looking forward to Phase II.

### **Citizens Comments**

Tom Ross, 633 27 ½ Road, commented on the latest employee payout. He felt it was premature to make that decision since an internal investigation was still being conducted. He urged the City to take into consideration other options to help protect the taxpayer's money.

Bruce Lohmiller, 337 Colorado Avenue, addressed the City Council and mentioned Whitman Park was discussed at a recent Council Workshop. He then talked about a Department of Justice Summary about the "right to sleep" and said he understood Council had referred the Whitman Park topic to a committee. He said he had been working with Police Chief John Camper and City Attorney John Shaver.

Randall Spydell, 707 27 Road, asked the City Council whose responsibility it was to regulate the use of drones in the City. He noted drones have shown up uninvited in many locations and this is something that ought to be regulated; he was concerned if a private citizen had a drone license, they could use the technology to invade other's privacy. City Attorney Shaver said he would provide the Mr. Spydell with his and Interim City Manager (ICM) Moore's contact information.

### **Council Comments**

Councilmember Kennedy said a letter had been sent to the EPA (Environmental Protection Agency) signed by the City Council regarding potential ozone rule changes; he explained how the changes might negatively affect the economy. He read the letter which was approved by Council by a four vote minimum (attached). He then said, although he was not in total opposition to the letter Council approved, neither was he in total agreement which is why he sent his own letter; he then read his letter (attached).

Councilmember Traylor Smith said she was not at the last meeting as she had attended the Logistics Development Forum in Utah with Kristi Pollard, Grand Junction Economic Partnership (GJEP) Executive Director. They were able to meet with Site Selectors and Economic Developers from similar sized cities which provided good and interesting feedback. On August 14<sup>th</sup> she attended meetings for the Workforce Development Board and the Community Services Block Grant Advisory Committee. On August 19<sup>th</sup> she went to the GJEP meeting; she is looking forward to the progress they are making.

Councilmember Taggart said the Governor has begun funding sixteen trails with the hope of tying some of the systems together; the State is also accepting proposals for new trails. Councilmember Taggart recently joined a group that would like to propose a new trail, located off the Grand Mesa, called the Palisade Plunge that would be thirty miles and have the second longest vertical drop of the trails in the State. He also went to a dedication ceremony for Ed and Barb Chamberlin who have been significant contributors to the Colorado Mesa University Cycling Center. On August 18<sup>th</sup> he attended the Grand Junction Regional Airport Authority Board meeting; he noted two important developments regarding the Airport: that the Federal criminal case has been dropped (the civil action is still active) and that David Fiore has been named as the finalist for the Airport Manager position. It is hoped he will be on board in September.

Councilmember Boeschstein went to the Homeless and Vagrancy Committee meeting on August 17<sup>th</sup>, the Riverfront Commission meeting on August 18<sup>th</sup>, and on August 19<sup>th</sup> the Horizon Drive Association Business Improvement District (HDABID) meeting; they are excited to kickoff construction for the improvements to Horizon Drive.

Councilmember Chazen said the Downtown Development Authority Executive Director candidates have been finalized; interviews will take place later this month. He also attended the Homeless and Vagrancy Committee meeting.

Council President Norris said, regarding the letter to the EPA, some thought it too weak and some thought it too strong, but the majority voted to send it. She appreciated Councilmember Kennedy's viewpoint and said this Council is willing to come to the table and work for the best possible solution, even though they may not all agree.

### **Consent Agenda**

Councilmember Chazen read Consent Calendar items #1 and #2 and then moved to adopt the Consent Calendar amending the public hearing for the supplemental appropriation ordinance to October 7, 2015. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

#### **1. Minutes of Previous Meetings**

*Action: Approve the Minutes of the July 29, 2015 Special Meeting, Summary of the August 3, 2015 Workshop and the Minutes of the August 5, 2015 Regular Meeting*

#### **2. Setting a Hearing on the 2015 Fourth Supplemental Appropriation Ordinance**

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2015 budget amendments for establishment of an Employee Retiree Health Trust.

Proposed Ordinance Making Supplemental Appropriations to the 2015 Budget of the City of Grand Junction

Action: *Introduce a Proposed Ordinance and Set a Public Hearing for October 7, 2015*

### ITEMS FOR INDIVIDUAL CONSIDERATION

#### **Public Hearing – OneWest Outline Development Plan, Located between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50**

The applicants request approval of an Outline Development Plan (ODP) for OneWest, a Planned Development (PD) zone district with default zone(s) of BP (Business Park Mixed Use) and C-2 (General Commercial) for approximately 177 acres, located between 23 ¼ Road and 23 ¾ Road from G Road to Highway 6 and 50.

The public hearing was opened at 7:42 p.m.

Brian Rusche, Senior Planner, presented this item. He described the proposed development plan and asked that the Staff Report be entered into the record. He described the location, the property size, the frontage along Highway 6 and 50, the Grand Valley Circulation Plan for the area, and the desire of the owner to divide the property into smaller parcels in order to market and develop it. The ODP speaks to phasing and the infrastructure needed. It is hoped this development will attract compatible uses for the medical complex nearby. Mr. Rusche described the proposed underlying zoning (default zones) which will be either C-2 or BP and said the property will be subject to the 24 Road Corridor Standards. Mr. Rusche identified each "Pod" and their distinct characteristics. He said there are stormwater facilities but a regional solution would better benefit these properties and others. A final plan will have to be approved before development can go forward but it would be an administrative review/approval since the proposed ordinance includes a full list of all uses permitted within each of the four pods. Mr. Rusche reviewed some of the possible uses for each pod and concluded saying the Planning Commission recommended approval with conditions which he listed.

Councilmember McArthur questioned why a default zone was listed as Mixed Use (MU) and C-2 in one area and as BP and C-2 in another. Mr. Rusche explained that if nothing happened in six years the zoning would revert back to the default zone of MU.

City Attorney Shaver said the ordinance stated the default zones (underlying zones) are BP and C-2, but the property could revert back to MU. Mr. Rusche explained some PD's had been approved but remained undeveloped, therefore a six year time frame was stipulated for this ODP; if nothing happened within six years the entire PD would go away. It is written correctly.

Councilmember McArthur asked if the entire area is not developed, would it all revert back to MU. Mr. Rusche said no and explained the only thing that would need to be

completed within the six years is for the property to be subdivided into four pods. Councilmember McArthur asked what the Development Improvement Agreement process was. Mr. Rusche clarified it would be a Development Agreement (DA) which is unique in that it would set parameters for the subdivision submission and state what is necessary, at what stage it needs to be completed, and whose responsibility it will be; when the final draft is completed, it will be presented to Council for final approval.

Councilmember McArthur then asked what the alignment of the Wilsea Drain was and if it could be relocated to become a part of the regional stormwater plan. Mr. Rusche said that may be one solution to the stormwater issue. Councilmember McArthur mentioned drainage water quality is an issue that will need to be addressed and regional drainage facilities would help facilitate that. He then asked if other properties would be accommodated under the regional plan. Mr. Rusche said they would which would be a broader benefit to the community. Councilmember McArthur asked if improvements where made above what was needed, would the owner be eligible for a reimbursement. Mr. Rusche said those types of details would be hammered out in the DA.

Councilmember Boeschstein said he will be happy to see this development move forward. He thanked the owners and developers for proposing a good plan that included many key infrastructure components.

Councilmember Chazen reviewed the uses listed in the BP zone and asked what will determine the what type of businesses that will go next to another. Mr. Rusche said it will be market driven to the extent that the developers may market certain areas to specific tenants. If a use is presented to the City that is an approved use and meets other standards, it will be allowed. However, other things such as noise are regulated by the Code.

City Attorney Shaver said it is common for a project like this to have covenants which would regulate some of things in addition to the Code.

Councilmember Kennedy mentioned that a lot of thought had been put into what would be allowed in each of the pods. He then asked if the overall intent was to create a medical center west complex. Mr. Rusche said the hospital will be a catalyst, but the ODP is flexible and yet tailored enough to allow some of the better uses to evolve. For example Single Family uses are not listed but Multi Family uses are and would be a great fit along with manufacturing in certain pods. Councilmember Kennedy echoed Councilmember Boeschstein's comments and fully backed this change saying it should be a great economic driver.

Councilmember Traylor Smith clarified that the intent was to make the parcels more available by allowing them to move through the planning process faster.

Councilmember Taggart said he was worried about the diversity of uses in the C-2 zones, specifically in Pod 3. He felt it would be a burden on the developers to comingle those significantly diverse uses.

Council President Norris said she is glad to see development in this area and noted this is just the first step; covenants will be developed. She is anxious to see how it develops and is pleased for the economic development (ED).

Council President Norris opened up the hearing for public comment.

Joseph Coleman, 2454 Patterson Road, the attorney representing the ownership group, introduced the owners present. He said the owners have been in the area forty years and have a vested interest in the property and the community. Currently, they need to move this property forward and are here because of the cooperation of the Planning Department; they have been helpful, listened to concerns, and they were able to come to a consensus. The intent is to build on the momentum of Community Hospital and focus on uses that will compliment them while increasing the hospital's ability to be a regional draw. He said he was available to answer questions and requested Council's approval. He then addressed Councilmember McArthur's questions saying they would not be here if they were not convinced the ODP would happen; they don't plan for the area to revert to the default zone; they would like to prove Councilmember Boeschstein right about this development. Regarding Councilmember Taggart's concerns, they can't predict what development will come, but they will protect the Hospital as it is a valuable asset. He said the first developments will probably dictate what will follow; the developer will be wise to build upon what is currently there and not against it. He explained that it would be difficult to sell 177 acres which is why they would like to "cut" the property into bite sized pieces. He said Tom Logue, the planner for the applicants, is also present.

Council President Norris said Council had no additional questions and she expressed her appreciation for their work.

There were no other public comments.

The public hearing was closed at 8:20 p.m.

Councilmember Boeschstein said this project has been a long time coming and it will be a huge economic boost.

Ordinance No. 4676 – An Ordinance Zoning the OneWest Development to a PD (Planned Development) Zone, by Approving an Outline Development Plan with Default Zones of BP (Business Park Mixed Use) and C-2 (General Commercial), Located at 2350 Highway 6 and 50, Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50

Councilmember Boeschstein moved to adopt Ordinance No. 4676 on final passage and order it published in pamphlet form. Councilmember Chazen seconded the motion. Motion carried by roll call vote.



**I-70 at Horizon Drive (Exit 31) Interchange Improvements Project Intergovernmental Agreement Amendment #1**

In September of 2013, the City sponsored project was approved by the State Transportation Commission for funding through the Responsible Acceleration of Maintenance and Partnerships (RAMP) program. This intergovernmental agreement (IGA) amends the April 23, 2014 IGA between Colorado Department of Transportation (CDOT) and specifically the City of Grand Junction's contribution to reflect actual project expenses and revenues based on bids received July 9, 2015.

Greg Lanning, Public Works Director, presented this item. He described the request and referred to the Staff Report. He reviewed previous discussions held at the pre-meeting and at a previous meeting under Other Business where Council agreed to allow the City Manager to send a letter of commitment to CDOT with a promise to bring this back for further discussion. He noted the current conditions and the proposal for improvements. It was originally a \$4 million project, but is now a \$6.6 million project. Mr. Lanning went through the project cost history and explained why the costs escalated; the increase was due to the actual bids received. CDOT was approached with the new cost, but they declined to participate in the increase. The HDABID and Ute Water will be participating in the project. Mr. Lanning reviewed the project's cash flow. HDABID will participate with a 50% match but they don't have the cash on hand; they asked the City to front them the money and allow them to pay it back. An agreement will be developed with the HDABID based on the resolution adopted by the HDABID Board if this amendment is approved. This amendment, however, is between the City and CDOT and includes the language "not to exceed". CDOT said they believed there would be some cost savings and contingencies have been built into the amendment for the City to be the beneficiary of those up to \$553,630. Mr. Lanning pointed out the project's significant benefits: improvement to the City's entry, the State is paying 70% of the project's cost, a local contractor has been awarded the contract, and so far the project is on schedule. He added the HDABID will also be paying for the roundabout art work.

Councilmember Chazen asked what happened to the April 2014 IGA the City had with CDOT in the amount of \$5.25 million. Mr. Lanning said procedurally State projects are taking a long time to approve and are subject to inflationary increases; that is the main reason for the increase and this amendment; the State is looking at that these issues. Mr. Lanning said another increase is due to the Ute Water piece. Councilmember Chazen asked what the nature of the original IGA was. Mr. Lanning said the City submitted letters of commitment to CDOT as prices increased. He said the original IGA did not include a cost guarantee and then deferred to City Attorney Shaver regarding the other details.

City Attorney Shaver said until the final project design goes out for the final bid there is not a final contract or a final cost. Councilmember Chazen again asked what the purpose of the IGA was. City Attorney Shaver said it was a commit to continue the

project design studies and finalization with the expectation that the final cost would be close to the \$5.25 million amount, but not a commitment on the final number.

Councilmember Chazen asked whose responsibility it will be to watch CDOT to ensure they honor their commitment.

Mr. Lanning said CDOT will be providing construction services and the City will receive their pay requests; the City will have an intimate relationship with the project including costs and the time frame. He is confident it will work well and if there are savings they will be identified.

Councilmember Chazen asked how much of the \$6.6 million will go to local contractors. Mr. Lanning said over 90% of the contracts went to local contractors and subs.

Councilmember Chazen noted the City will be carrying a receivable for the HDABID for \$68,000 a year for 7 years and asked how that would impact the City's uncommitted reserves.

Mr. Lanning said there are two ways to account for it, as an expense or to find the money in 2015 to front it. The 201 Fund has a balance from projects that were not done and savings from the Leach Creek Detention Facility which could be used to front the HDABID amount. The other option would be to look at next year's capital projects.

Councilmember Chazen complimented the HDABID for hanging in there and providing the commitment. He asked the Board members present if there would be enough money to continue operations with the seven year \$68,000 payment to the City.

Jay Moss, treasurer for HDABID, said \$68,500 is roughly  $\frac{2}{3}$  of their operating budget; about \$200,000 per year is received in revenues and roughly  $\frac{1}{2}$  of that is spent on operating costs leaving the majority of the remaining amount for the payment. Since the City will be fronting their portion, it will allow them to free up cash to maintain a larger reserve than a one year minimum which is required. He is comfortable that the HDABID will be able to handle this payment; he is also working with Kathy Portner, Community Services Manager, to obtain grants. Mr. Moss said they conservatively estimated revenues, so if revenues increased they would look at paying the City off sooner.

Councilmember Kennedy expressed his thanks and appreciation for the HDABID's patience and continued diligence to see this through. He also thanked Mr. Lanning for his hard work.

Councilmember Traylor Smith appreciated HDABID seeing this through. She then commented that Council continues to see project cost increases due to delayed construction and then asked if it was possible to add a cushion to the project budgets to take these increases into account.

ICM Moore said they have done this in the past and it can be done, however, it is hard to budget that way.

City Attorney Shaver said there would be no legal impediments; in this case, the engineering estimates were conducted on the Front Range and some project factors may have been calculated differently; the City had no input.

Councilmember Taggart said it was terrific this amendment stipulated project savings would come back to the City first to be split between the City and the HDABID. He then asked whose responsibility it would be to manage contractors on this type of project, the State or the City. Mr. Lanning said CDOT would manage the construction.

Councilmember McArthur said it was disappointing that the project cost is higher than was estimated. He then asked why the 29 Road interchange is projected to be \$50 million if the Horizon Drive interchange will be \$6.6 million.

Mr. Lanning said the Horizon Drive project does not include bridge work; the 29 Road interchange will include work on two bridges which will cost about \$220 per square foot. Councilmember McArthur said he has been skeptical about roundabouts being the best option, but he applauded the business community for being willing to step up for this project.

Councilmember Boeschstein said he attended the HDABID meetings; this area is a strong center for the valley and brings a lot of money to the community in terms of taxes. This will be a great project that will provide a beautiful entryway into the City. He thanked everyone and noted it will bring ED growth; he is in favor of it.

Council President Norris asked for clarification regarding next year's budget and where some of the expenses will come from. She said \$479,000 will come from the 201 Fund and then asked where the \$854,000 would come from. Mr. Lanning said that amount will be discussed as a piece of the 2016 budget; it will probably be allocated from the 201 Fund. Council President Norris asked if the reserves will stay intact. Mr. Lanning said they would. Council President Norris asked if the right-of-way property had been purchased from the Hilton. Mr. Lanning said all the right-of-ways had been purchased for about \$280,000. Council President Norris asked if that cost was in addition to the \$6.6 million. Mr. Lanning said yes. Council President Norris commented that she has been working on this since she came on Council. She applauded everyone's commitment.

**Resolution No. 38-15 – A Resolution Amending an Agreement with the Colorado Department of Transportation for Work on the I-70 at Horizon Drive (Exit 31) Interchange Improvements Project, Authorizing City Matching Funds and Authorizing the City Manager to Sign Amendment #1 to the April 23, 2014 Intergovernmental Agreement with the Colorado Department of Transportation**

Councilmember Traylor Smith moved to adopt Resolution No. 38-15. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

**Non-Scheduled Citizens & Visitors**

Tom Ross, 633 27 ½ Road, commented that Council didn't open the last item up for public comment. He then asked what these changes will do for the safety of Horizon Drive. He said the current interchange is not the problem and the roundabouts will be hard to navigate especially for trucks and RVs due to the limited space. Trucks will have to take up two lanes to navigate; other area roundabouts have tire tracks in the center circle from larger vehicles having to use that space to get around. He asked whose idea it was to install roundabouts.

Mr. Lanning said CDOT does have a preference for roundabouts because they are safer by eliminating T-bone crashes. The roundabouts for this project are designed for larger trucks and will be generously sized to accommodate larger vehicles. They will also allow a better flow of traffic than signalized intersections.

Mr. Ross said the sculptures in the open area of the 24 Road roundabouts obstruct views; he suggested having only grass for the Horizon Drive roundabouts.

Mr. Lanning explained the views are intentionally obstructed to encourage motorists to slow down and look for oncoming traffic as well as to reduce the impact of oncoming headlights at night.

Council President Norris said the businesses along the Horizon Drive corridor support these improvements.

There were no other comments.

**Other Business**

There was none.

**Adjournment**

The meeting was adjourned at 9:05 p.m.

Stephanie Tuin, MMC  
City Clerk

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

**August 26, 2015**

The City Council of the City of Grand Junction convened into Special Session on the 26<sup>th</sup> day of August, 2015 at 6:30 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Duncan McArthur, Rick Taggart, and Council President Phyllis Norris. Councilmember Barbara Traylor Smith was absent. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. The audience stood for the Pledge of Allegiance led by Councilmember Kennedy.

**The Council will Select and Award a Contract for the Search and Recruitment for the City Manager Position**

Council President Norris explained on August 24<sup>th</sup> Council interviewed three executive recruitment companies: Waters and Company (Waters), The Mercer Group, Inc. (Mercer), and Slavin Management Consultants (Slavin). She asked each Councilmember to express their opinion of the recruitment companies and name who they would like to select.

Councilmember Boeschstein said all three companies were well qualified and interviewed well. He said Waters was good and had 25 years of experience and would conduct community and staff surveys. Mercer was a western slope company, had a background in planning, and the company representative was a previous City Manager in Aurora. They conduct Skype interviews to help keep costs down, are affiliated with the International City Managers Association, and the Colorado Municipal League. The Slavin representative was also a former City Manager and the company has conducted 900 searches; they are very experienced. The companies in the order of his preference are: Mercer, Waters, and Slavin.

Councilmember Chazen thanked Staff and said he was glad the City would be using a recruiter. He felt it would give the City a broader range of options and provide very good candidates. He preferred Waters and said Chuck Rohre, Senior Vice President and the interview representative, had an impeccable background, a long record of success. Mr. Rohre would be directly involved in the process, have a refined candidate selection process, and they had already provided a timeline. Councilmember Chazen was confident Waters would look far and wide; the other groups were good, but he preferred Waters.

Councilmember Kennedy thanked Staff and Claudia Hazelhurst, Human Resources Director, for recommending three very reputable firms. He said Waters was head and shoulders above the others and was the most transparent and inclusive. He was also impressed with Mr. Rohre's flexibility to tailor the recruitment process and felt Waters would give 110% to find the most qualified candidate; Council would be well served.

Councilmember McArthur said they were all good; any one of which could do the work. He liked Mercer's use of Skype to help keep costs down, Waters' use of video interviewing, and Slavin's suggestions regarding how best to structure contracts. It was a difficult decision, but he felt Waters had the experience, knowledge, and would be a good fit.

Councilmember Taggart said he judged the firms based on four criteria: their capabilities, points of differentiation to competitors, cultural fit, and cost. The cost difference between the three was infinitesimal so was not a factor. He chose Waters for the following reasons: the person responsible came to the interview and made a high quality presentation, candidates would be interviewed on video without prior knowledge of the questions, and they benchmark management styles and values. He believed the new City Manager should have public and private experience and felt Waters would be the best firm to find a candidate with that experience.

Council President Norris said after the interviews she read their presentations and chose Mercer based on their in house testing system that helped identify specific qualities of each candidate and they had a more in depth interview process that would include Staff, the community, and Council.

Councilmember McArthur moved to direct the Interim City Manager to negotiate and contract with Waters and Company and bring it back for Council approval. Councilmember Kennedy seconded. Motion carried by roll call vote.

Council President Norris inquired if the contract needed to be brought back to Council for approval. City Attorney Shaver said it did not as the contract amount was within the Interim City Manager's spending authority.

Councilmember McArthur amended his motion to authorize the Interim City Manager to negotiate and execute a contract with Waters and Company. Councilmember Kennedy seconded. Motion carried by roll call vote.

### **Adjournment**

The meeting was adjourned at 6:53 p.m.

Stephanie Tuin, MMC  
City Clerk



Date: [August 13, 2015](#)  
 Author: [Lori V. Bowers](#)  
 Title/ Phone Ext: [Sr. Planner / 256-4033](#)  
 Proposed Schedule: [P. C. Aug 11, 2015](#)  
 City Council: [Sept 2, 2015](#)  
 File #: [VAC-2015-251](#)

Attach 2

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Hutto Easement Vacation at 676 Peony Drive
<b>Action Requested/Recommendation:</b> Adopt a Resolution to Vacate a Public Utility Easement, Located at 676 Peony Drive, in an R-2 (Residential 2 du/ac) Zone District.
<b>Presenter(s) Name &amp; Title:</b> Lori V. Bowers, Senior Planner

**Executive Summary:**

The applicant and owner of the subject property wish to create one additional lot on 7.2 acres. A public utility easement currently runs diagonally across the area where the new lot will be created. The proposal is to move the easement farther north, if it is needed, for the newly created lot and vacating the portion that impacts the building envelope.

**Background, Analysis and Options:**

The property was annexed into the City as the Hutto Annexation in June 2005. The property was zoned R-2 upon annexation. The easement the applicant wishes to relocate was created by the Panorama, Filing 7 plat. The Panorama subdivision, located directly south has not been annexed into the City.

The portion of the public utility easement to be relocated is 20 feet wide and approximately 238 feet long. The easement bisects the proposed new lot at an angle. The owner wishes to vacate the easement and if needed it may be provided further north allowing for a more desirable building envelope. The only utility within the easement was an overhead Xcel Energy line, which has been removed.

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

This proposal meets the Comprehensive Plan’s Goal number 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

At the encouragement of Mr. Hutto’s children, the applicant wishes to downsize to a smaller size lot and home, for less maintenance. He proposes to subdivide his existing large parcel, vacate a public utility easement that bisects the lot in the most buildable portion of the lot, and construct a new smaller single-family residence. This supports the purpose of the goal to meet the needs of a variety of incomes, family type and life stages.

**How this item relates to the Economic Development Plan:**

The purpose of the adopted Economic Development Plan by City Council is to present a clear plan of action for improving business conditions and attracting and retaining employees. Relocation of an existing easement in a residential area does not further the goals of the Economic Development Plan, but it does however provide a more desirable building envelope for a new residential unit in an established neighborhood.

**Board or Committee Recommendation:**

This item was considered non-controversial and placed on the Planning Commission's agenda of August 11, 2015. Planning Commission forwards a recommendation of approval to the City Council.

**Financial Impact/Budget:**

There is no financial impact to the City or the City's budget. The cost of relocating the existing overhead electrical service line will be the responsibility of the applicant/owner.

**Other issues:**

No other issues have been identified.

**Legal issues:**

The City Attorney has reviewed and approved the form of the Resolution.

**Previously presented or discussed:**

This item has not been previously presented or discussed.

**Attachments:**

Staff Report/Background Information  
Site Location Map w/City Limits  
Aerial Photo Map  
Comprehensive Plan Map  
Existing City and County Zoning Map  
Detail of Easement  
Resolution  
Exhibit "A"



BACKGROUND INFORMATION					
Location:		676 Peony Drive			
Applicants:		Francis and Mary Jane Hutto - owners			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	City of Grand Junction Open Space and lift station			
	South	Single-Family Residential (Panorama Sub)			
	East	Single-Family Residential			
	West	Single-Family Residential (Independence Ranch)			
Existing Zoning:		R-2 (Residential - 2 units per acre)			
Proposed Zoning:		No change / R-2 (Residential - 2 units per acre)			
Surrounding Zoning:	North	CSR (Community Services and Recreation)			
	South	County RSF-4			
	East	R-2 (Residential - 2 units per acre)			
	West	PD (Planned Development)			
Future Land Use Designation:		Residential Medium Low (2-4 du/acre)			
Zoning within density range?		X	Yes		No

**Section 21.02.100 of the Grand Junction Municipal Code**

The vacation of the easement shall conform to the following:

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

The request does not conflict with the Comprehensive Plan because the easement is being vacated. If a new easement is required it can be provided in a new location that is acceptable to Xcel Energy and as approved by the City’s Public Works and Utilities Director. The easement vacation does not affect the Grand Valley Circulation Plan as the easement is on private property.

This criterion has been met.

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

No parcel will be landlocked as a result of the vacation. All existing lots and the proposed new lot will have direct access to the end of the cul-de-sac on

Peony Drive. The vacation and relocation of the easement will create a more desirable building envelope.

This criterion has been met.

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

The vacation and relocation of the easement will not restrict access to any property and will increase the viability for construction on the newly created lot in Hutto Subdivision No. 3.

This criterion has been met.

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

Utility services will not be reduced by the vacation of the existing easement.

If it is needed for future development an easement can be provided farther to the north on the newly created lot. Xcel Energy requests that if a new easement is required that it be provided 50' from southern property line and 25' from the northern property line. This can easily be accomplished due to the size of the proposed new lot. The overhead line that was within the easement has been removed as it was considered a dead line and not needed.

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

Adequate public facilities and services will not be inhibited by the vacation of the subject easement. Xcel Energy has commented on the possible location of a new easement as mentioned above, if it is needed for new construction. Approval of a new easement in a new location will be approved by the City's Public Works and Utilities Director.

This criterion has been met.

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

The benefit comes to the City by allowing a more suitable building envelope on a proposed new lot. The existing lot is large enough to subdivide and accommodate the creation of one additional infill lot. Vacating the easement results in a more desirable building envelope for the property.

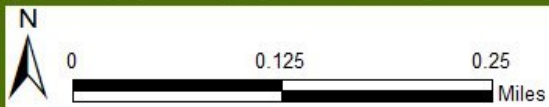
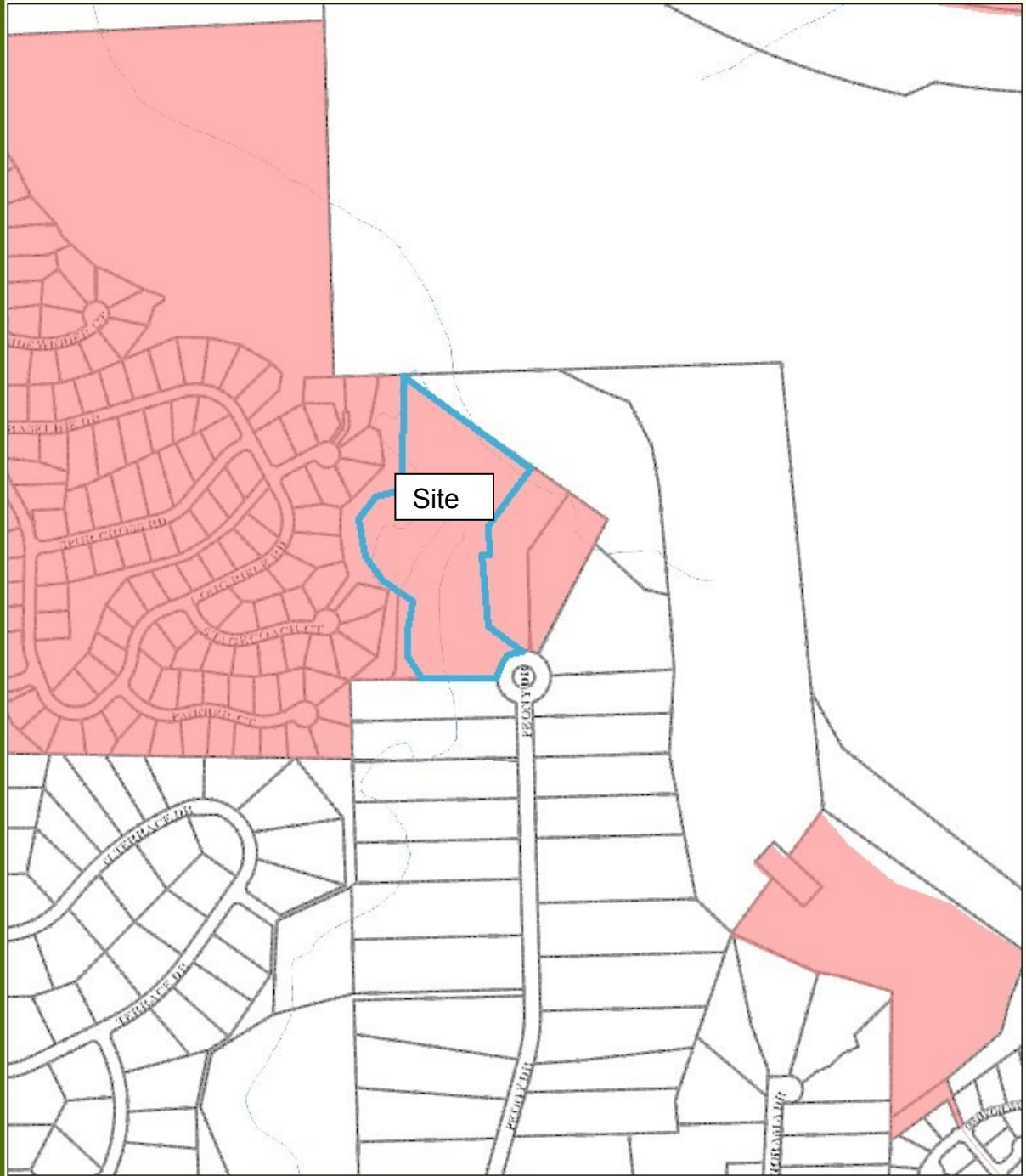
This criterion has been met.

#### **FINDINGS OF FACT/CONCLUSIONS:**

After reviewing the Hutto Easement Vacation application, VAC-2015-251 for the vacation of a public utility easement, the Planning Commission made the following findings of fact and conclusions:

1. The requested easement vacation is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.100 of the Grand Junction Municipal Code have all been met.
3. If a new utility easement is required in a new location it will be approved by the City's Public Works and Utilities Director.

Location Map/City Limits in pink



Printed: 7/9/2015

1 inch = 471 feet



# Aerial Photo Map



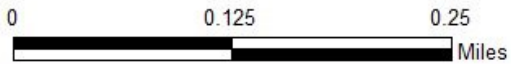
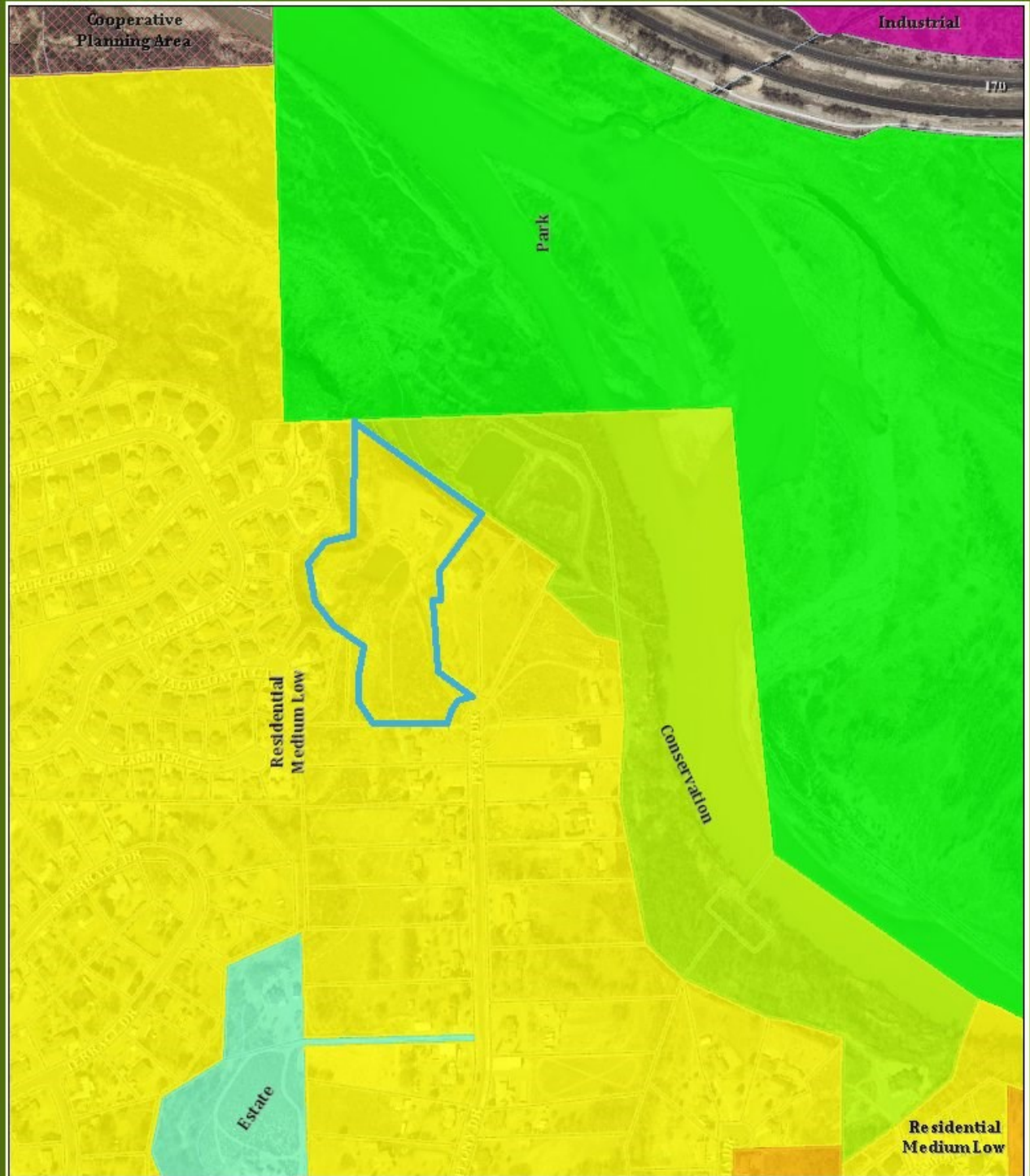
0 0.125 0.25  
Miles

Printed: 7/9/2015

1 inch = 471 feet



# Comprehensive Plan Map

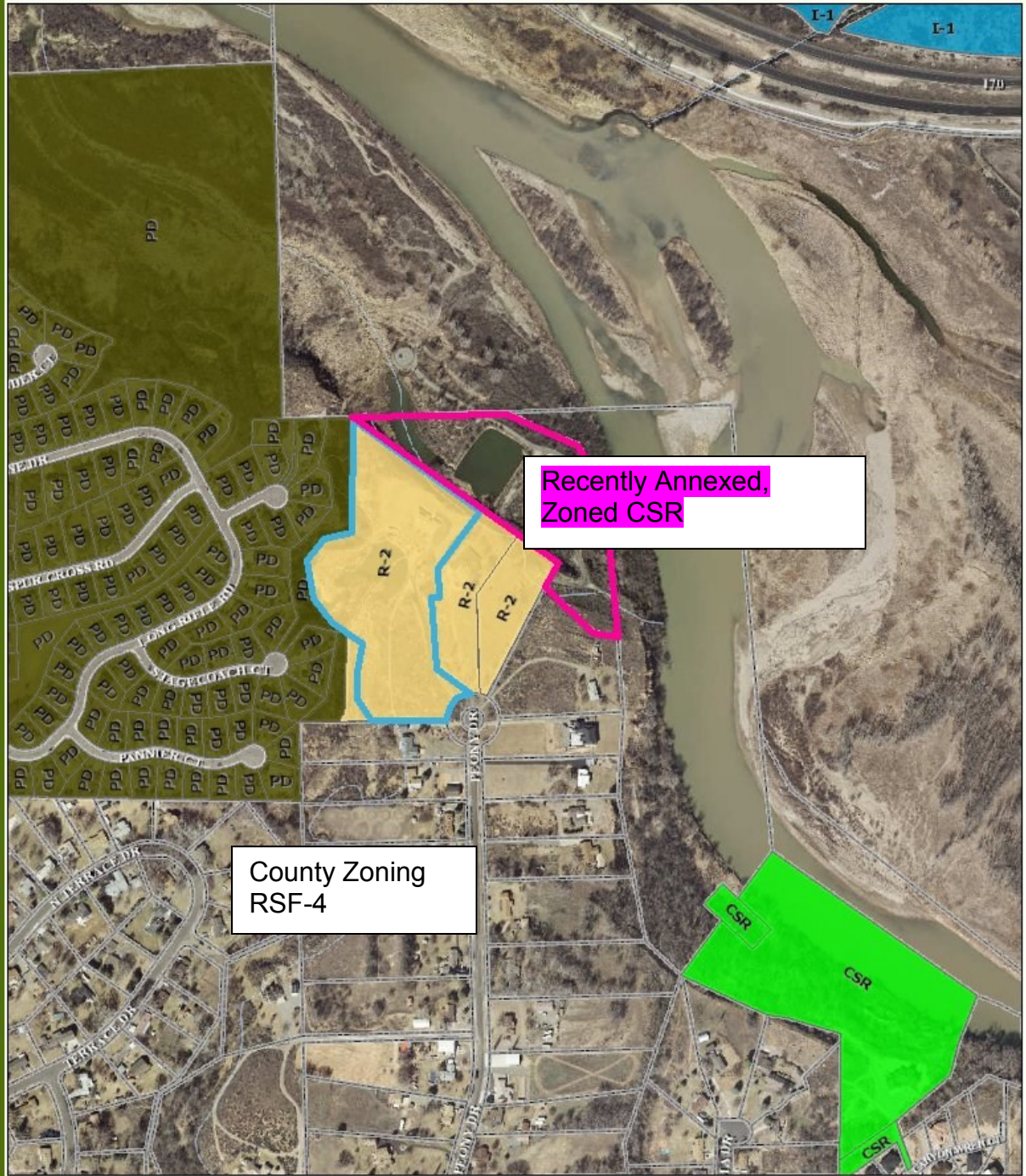


Printed: 7/9/2015

1 inch = 471 feet

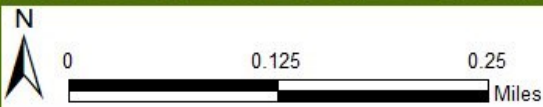


# Existing City and County Zoning Map



Recently Annexed,  
Zoned CSR

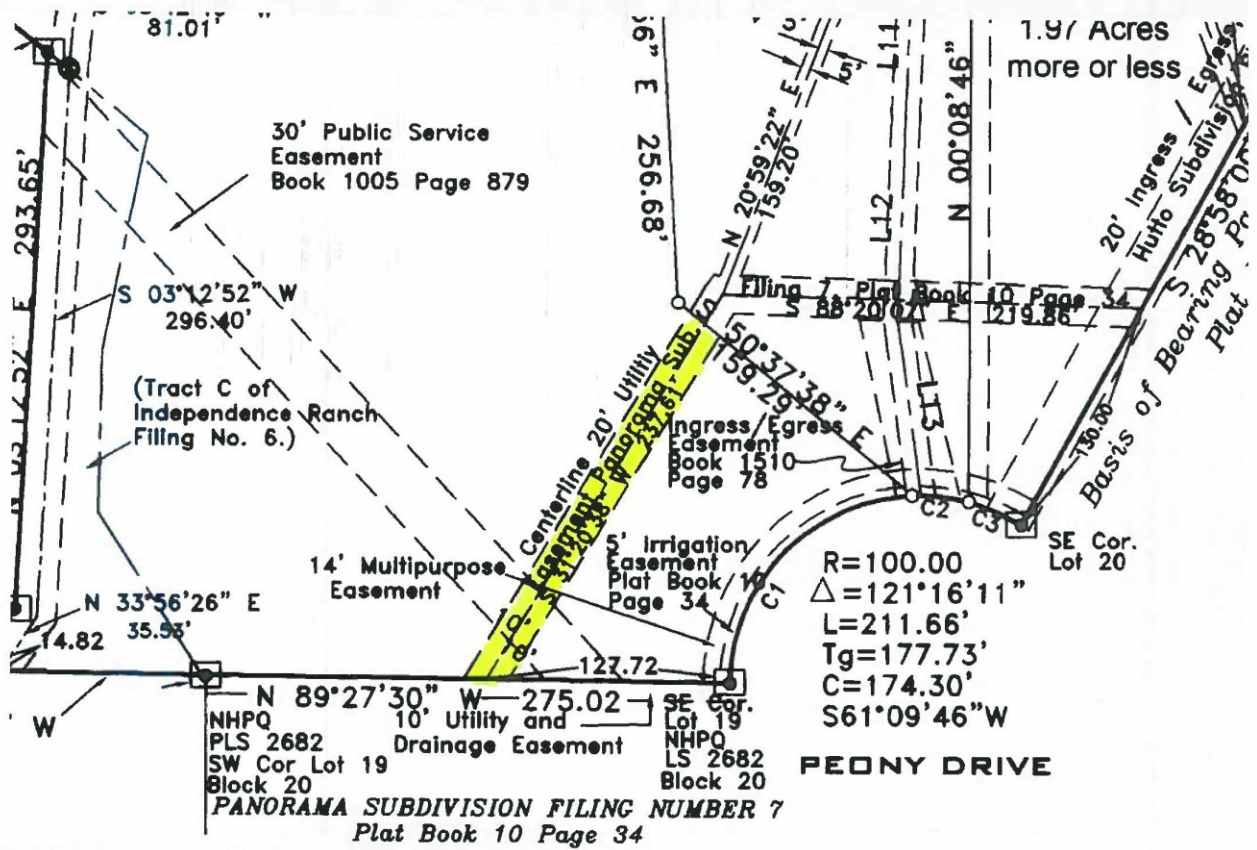
County Zoning  
RSF-4



Printed: 7/9/2015

1 inch = 471 feet





Detail of easement to be vacated.



**CITY OF GRAND JUNCTION**

**RESOLUTION NO.**

**A RESOLUTION VACATING A UTILITY EASEMENT  
LOCATED AT 676 PEONY DRIVE**

RECITALS:

Vacation of a dedicated public utility easement has been requested by the property owners.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

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

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

The following described dedicated easement is hereby vacated subject to the following conditions:

1. Owner/applicants shall pay all recording/documentary fees to record this Resolution and any vacation document(s) and dedication document(s) all as necessary or required. The easement shown on "Exhibit A" and described below is a part of this Resolution and is incorporated by this reference as if fully set forth.

*Dedicated easement to be vacated: 20 feet wide and approximately 238 feet long, across Lot 1, of the Hutto Subdivision Filing No.2.*

2. If a dedication of a new easement is required then the same shall be provided by the Owner/applicants at no cost.

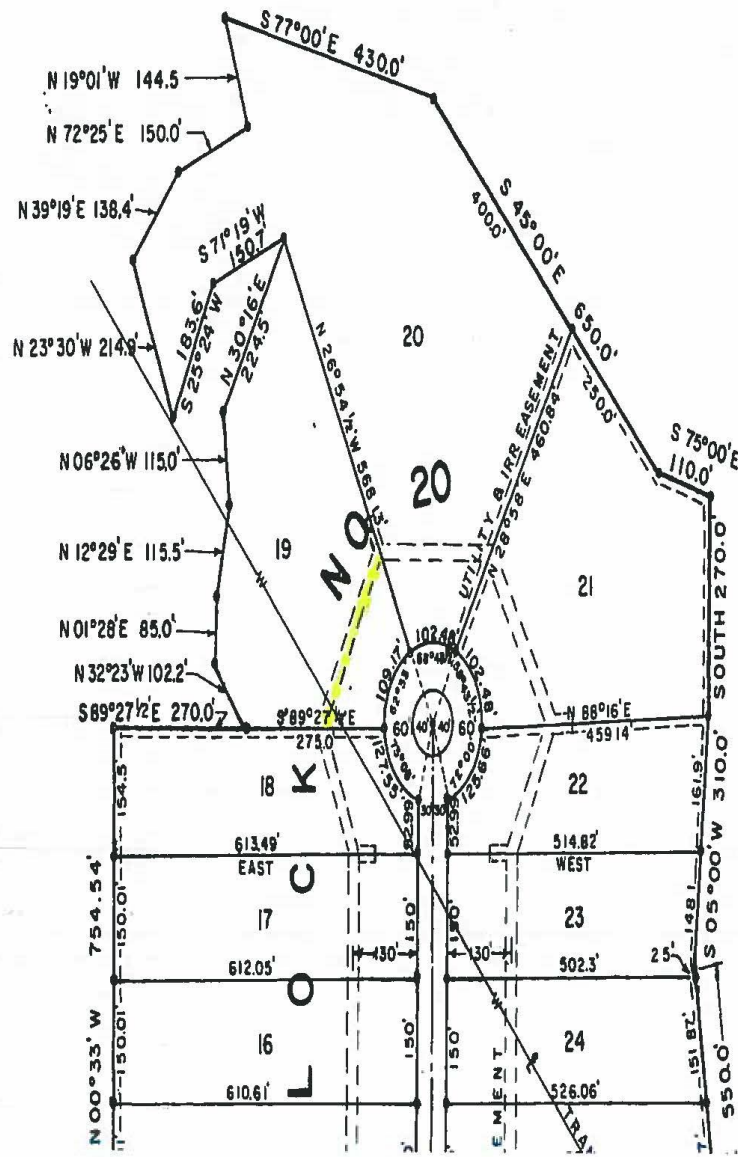
PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Phyllis Norris  
President of City Council

ATTEST:

\_\_\_\_\_  
Stephanie Tuin, City Clerk

Exhibit "A"



Subject Easement - Granted by Recorded Plat for Panorama Filing 7



Date: August 21,2015  
 Author: Kristen Ashbeck  
 Title/ Phone Ext: Senior Planner 1491  
 Proposed Schedule: Approval  
9/2/2015; execute agreement  
following approval  
 File: CDBG 2015-07

Attach 3

**CITY COUNCIL AGENDA ITEM**

<p><b>Subject:</b> CDBG Subrecipient Contract with Karis, Inc. for Previously Allocated Funds within the 2015 Community Development Block Grant (CDBG) Program Year</p>
<p><b>Action Requested/Recommendation:</b> Authorize the Interim City Manager to Sign the Subrecipient Contract with Karis, Inc. for Improvements at the Asset House for \$10,200 of the City’s 2015 Program Year Funds</p>
<p><b>Presenter(s) Name &amp; Title:</b> Kristen Ashbeck, Senior Planner/CDBG Administrator</p>

**Executive Summary:** The Subrecipient Contract formalizes the City’s award of \$10,200 to Karis, Inc. allocated from the City’s 2015 CDBG Program as previously approved by Council. The grant funds will be used to purchase major appliances for the recently remodeled Asset House.

**Background, Analysis and Options:**

CDBG 2015-07 Asset House Improvements

Karis, Inc. owns and operates the Asset House, a nine-bed transitional facility for homeless individuals, teens, and families. They have just completed an addition and remodel of portions of the interior of the building to expand living and common areas, upgrade kitchen and bathrooms and add two new bedrooms for clients. CDBG funds in the amount of \$10,200 will be used to purchase major appliances for the shared kitchen in the home.

Karis, Inc. is considered a “subrecipient” to the City. The City will “pass through” a portion of its 2015 Program Year CDBG funds to Karis, Inc. but the City remains responsible for the use of these funds. The contract outlines the duties and responsibilities of the agency and is to ensure that the subrecipient complies with all Federal rules and regulations governing the use of these funds. The contract must be approved before the subrecipient may obligate or spend any of these Federal funds. Exhibit A of the contract (Attachment 1) contains the specifics of the project and how the money will be used by the subrecipient.

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

This project funded through the 2015 CDBG grant year allocation addresses steps towards the City’s Comprehensive Plan Goal listed below by providing housing for homeless individuals, teens, and families.

**Goal 5:** This project will help provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

**How this item relates to the Economic Development Plan:** This project provides transitional housing for homeless individuals, teens and families to help stabilize their lives, obtain jobs and move towards self-sufficiency.

**Board or Committee Recommendation:** There is no board or committee review of this request.

**Financial Impact/Budget:** Previously approved 2015 CDBG Program Year Budget

**Legal issues:** Funding is subject to Subrecipient Agreement. The City Attorney has reviewed and approved the form of agreement.

**Other issues:** None

**Previously presented or discussed:** City Council discussed and approved the allocation of CDBG funding for this project at its May 20, 2015 meeting.

**Attachments:**

1. Exhibit A, Subrecipient Agreement – Karis, Inc. Asset House Improvements

**2015 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
WITH  
*Karis, Inc.***

**EXHIBIT "A"  
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$10,200.00 from its 2015 Program Year CDBG Entitlement Funds for the purchase of major appliances for the Asset House owned and operated by Karis, Inc. located at 536 29 Road in Grand Junction, Colorado ("Property") as part of its overall remodel and upgrade to the property. Karis, Inc. provides housing and services to homeless families, adults and teens in Grand Junction who are looking to move aggressively towards self-sufficiency.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income or homeless clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income and homeless persons in Grand Junction, Colorado.
3. The project consists of public facilities improvement to the existing Asset House located at 436 29 Road. The building was originally constructed as a church in 1963 but has since been remodeled and added on to in order to utilize the building as transitional housing. CDBG funds will be used to purchase major appliances for the newly remodeled kitchen shared by residents in the house. The Property is currently owned and operated by Karis, Inc. which will continue to operate the facility. It is understood that the City's grant of \$10,200 in CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2015 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before May 31, 2016.
5. The total project budget for the project is estimated to be \$10,200. The specific improvements to the 536 29 Road building to be funded with CDBG include:

Dishwasher	\$700
Refrigerator	\$2000
ADA Range	\$3000
Range Hood	\$500
2 each, Clothes Washers/Dryers	\$1600
3 Evaporative Cooling Units	\$2400

\_\_\_\_\_ Karis, Inc.

\_\_\_\_\_ City of Grand Junction

6. This project will preserve and improve 9 transitional housing units and Karis, Inc. anticipates

serving 50 homeless adults at the Asset House in the coming year.

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the City's \$10,200 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Karis, Inc.

\_\_\_\_\_ City of Grand Junction



Date: August 13, 2015  
 Author: Amy Jordan  
 Title/ Phone Ext:  
Business & Administration Manager  
970-248-8597  
 Proposed Schedule: September 2, 2015  
 2nd Reading (if applicable): N/A  
 File # (if applicable): N/A

**Attach 4**  
**CITY COUNCIL AGENDA ITEM**

<p><b>Subject:</b> Grant Awards from the Federal Aviation Administration (FAA) to the Grand Junction Regional Airport Authority</p>
<p><b>Action Requested/Recommendation:</b> Authorize the Mayor, the Interim City Manager, and the City Attorney to Sign the Grant Offers and Co-Sponsorship Agreements for the FAA Grants 3-08-0027-052-2015 and 3-08-0027-053-2015 in the Amounts of \$2,340,000 and \$167,670 respectively</p>
<p><b>Presenter(s) Name &amp; Title:</b> Ben Johnson, Interim Airport Manager          Austin Fay, Projects Coordinator</p>

**Executive Summary:**

These are two separate grant offers for entitlement funds from the Federal Aviation Administration for the Grand Junction Regional Airport. These grant offers encompass five (5) different project elements, to include pavement maintenance on the primary runway and taxiway connectors and taxiway lighting modifications. Mesa County and the City of Grand Junction are required as Co-Sponsors to these Grant Offers.

**Background, Analysis and Options:**

**Background:**

The Grand Junction Regional Airport Authority 2015 Airport Improvement Program (AIP) grant application encompasses projects listed on the Airports approved 2015 Capital Improvement Plan (CIP). The Airport Authority Board approved the 2015 CIP November 4th, 2014 Regular Board Meeting.

- The Grand Junction Regional Airport Authority, Board of Commissioners approved the grant application for these projects at the Regular Board Meeting on April 21, 2015.
- The City of Grand Junction, City Council approved the grant application for these projects on May 20, 2015.
- The Mesa County, Board of County Commissioners approved the grant application for these projects on May 11, 2015.

The 2015 Airport Improvement Program (AIP) projects included in the grant applications are:

AIP Grant Number 3-08-0027-052-2015

1. Terminal Air Carrier Apron Design Modification
2. Taxiway A1, A2, A3, A4, A5, A6 and A7 Connector Rehabilitation
3. Runway 11/29 and Taxiway A Seal Coat and Restripe
4. Segmented Circle Relocation & Intersection Lighting Modification

AIP Grant Number 3-08-0027-052-2015

1. Runway 11/29 Modification to Standards Analysis

Detailed Project Information:

A. Terminal Air Carrier Apron Design Modification: The goal of this project is to modify the design and phasing of the current terminal air carrier apron plans. This modification will delineate public and non-public space as well as modify the plans to better accommodate current uses at the Airport. This project will use every effort to utilize information from the previous design where available.

B. Taxiway A1, A2, A3, A4, A5, A6 and A7 Connector Rehabilitation: This project will involve a mill and overlay of each one of the connectors to the Airports primary runway 11/29. The current average Pavement Condition Index (PCI) number associated with these surfaces is 65; this number comes from a survey completed by the Colorado Division of Aeronautics in 2013 and is on a scale of 0-100. The conditions of these connectors provide a significant Foreign Object Debris problem for Airport Operations and will be corrected through this project.

C. Runway 11/29 and Taxiway A Seal Coat and Restripe: This project will protect the Airport's primary runway from the deteriorating effects of the weather as well as increasing its useful life and improve surface friction of the pavement surface.

D. Segmented Circle Relocation and Intersection Lighting Modification: This project will correct two nonstandard airfield conditions brought to staffs attention during a 2013 certification inspection. The first will replace and move the segmented circle so that it will no longer infringe upon the taxiway object free area. The second will modify the lighting circuitry of runway 4/22 and taxiway A so they are no longer simultaneously energized. This project will allow the Airport to become compliant with regulations identified by our Certification Inspector.

E. Runway 11/29 Modification to Standards Analysis: This projects objective is to evaluate potential costs savings with respect to the planned reconstruction/replacement of Runway 11/29 that would result from the authorized continuance of selected modification(s) to standards, with an emphasis on correcting runway 11/29 longitudinal gradients and correcting the intersecting runway 11/29 and 4/22 hot spot.

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

This projects associates with Goal #9, Section 39.28.060 of the 2010 Comprehensive Plan – “Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.”



**How this item relates to the Economic Development Plan:**

This project associates with Section 1.4 of the 2014 Economic Development Plan – Providing Infrastructure that “Enables and Supports Private Investment”, specifically the goal to “Continue to support the airport and its vital role in economic development.”

**Board or Committee Recommendation:**

Airport staff is recommending that the City of Grand Junction, City Council approve this Grant Offers 3-08-0027-052-2015 and 3-08-0027-053-2015 between the Federal Aviation Administration and the Grand Junction Regional Airport Authority, in the amounts of \$2,340,000 and \$167,670 respectively and authorize the City Manager, the Mayor, and the City Attorney to execute the Co-Sponsorship Agreement.

**Financial Impact/Budget:**

Funding Breakdown

**AIP 3-08-0027-052-2015**

Federal Aviation Administration AIP Grant:	\$2,340,000.00
State of Colorado, Division of Aeronautics Grant:	\$130,000.00
Grand Junction Regional Airport Authority:	\$130,000.00

**AIP 3-08-0027-053-2015**

Federal Aviation Administration AIP Grant:	\$167,670.00
State of Colorado, Division of Aeronautics Grant:	\$0.00
Grand Junction Regional Airport Authority:	\$18,630.00

**Legal issues:**

The City as a co-sponsor of the Airport is required to sign and by signing is stating that it understands and agrees to jointly and severally adopt and ratify the representations and assurances of the grant. Accordingly the Council must be assured by the testimony and the records are fully developed in support of the grants and the faithful execution of the grant terms. Airport and City staff will be available to answer questions and/or comment on the grants/grant processes.

**Other issues:**

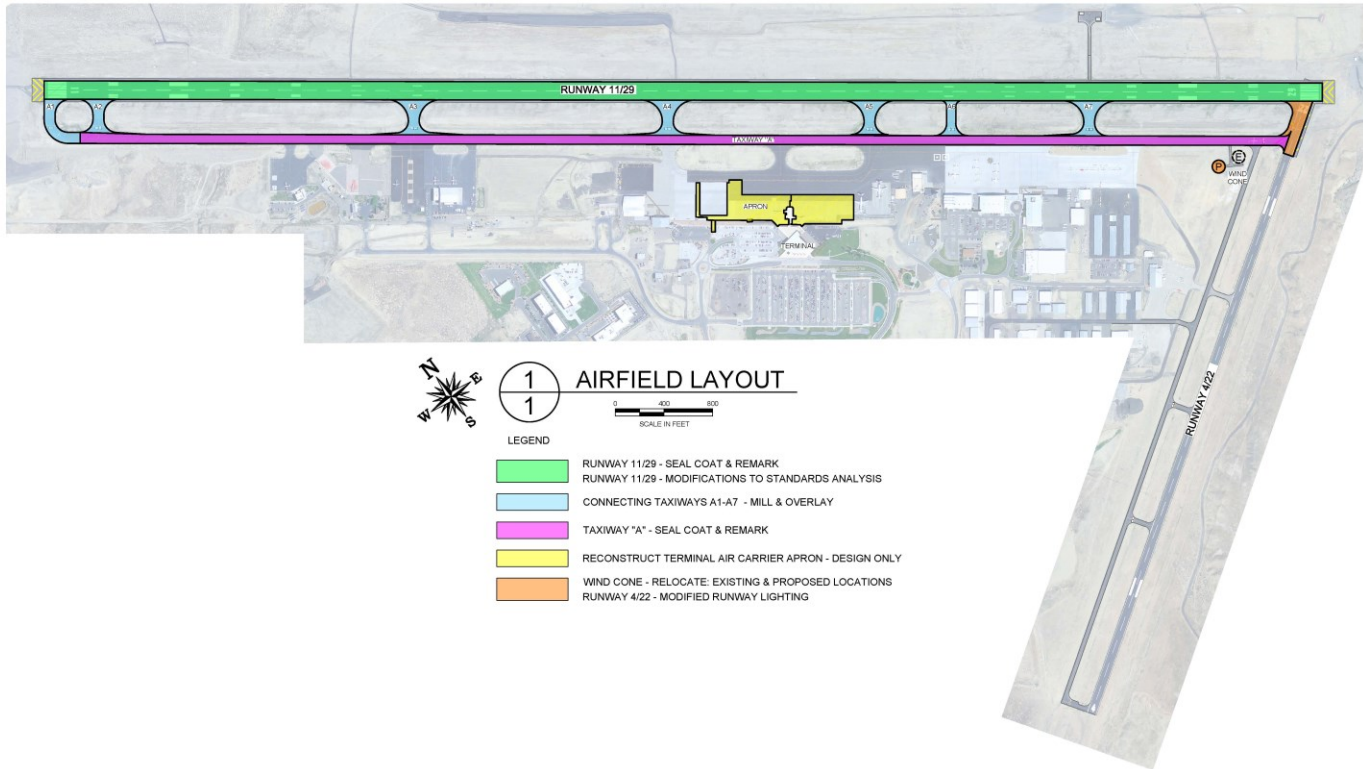
No other issues have been identified.

**Previously presented or discussed:**

May 18, 2015 City Council Workshop.  
May 20, 2015 City Council Meeting.

**Attachments:**

1. Project Illustration
2. AIP 3-08-0027-052-2015
3. AIP 3-08-0027-053-2015
4. Co-Sponsorship Agreement



1  
1

### AIRFIELD LAYOUT



LEGEND

- RUNWAY 11/29 - SEAL COAT & REMARK
- RUNWAY 11/29 - MODIFICATIONS TO STANDARDS ANALYSIS
- CONNECTING TAXIWAYS A1-A7 - MILL & OVERLAY
- TAXIWAY "A" - SEAL COAT & REMARK
- RECONSTRUCT TERMINAL AIR CARRIER APRON - DESIGN ONLY
- WIND CONE - RELOCATE EXISTING & PROPOSED LOCATIONS
- RUNWAY 4/22 - MODIFIED RUNWAY LIGHTING



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

---

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-052-2015 (Contract No. DOT-FA15NM-10XX)</u>
DUNS Number	<u>15-613-5394</u>

**TO:** County of Mesa and City of Grand Junction, 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 April 23, 2015, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Rehabilitate Runway 11/29 (pavement maintenance); Rehabilitate Taxiway "A" (pavement maintenance) and associated connectors (A1 through A7); Rehabilitate Runway 4/22 Lighting; Install Miscellaneous NAVAIDS (relocate segmented circle)**

which is more fully described in the Project Application.

**NOW THEREFORE**, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,340,000. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
  - \$0 for planning
  - \$2,340,000 for airport development or noise program implementation
  - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2015, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner 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 dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is 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.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at

<http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
- By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), 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 project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must 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/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.

**18. Ban on Texting When Driving.**

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

**19. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit A Included with Grant Application.** The Exhibit “A” updated November 2009, submitted with the project application is made a part of this grant agreement.

**21. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.

**22. Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 11, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

**24. Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive

Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - 1) location of all runways, taxiways, and aprons;
      - 2) dimensions;
      - 3) type of pavement, and;
      - 4) year of construction or most recent major rehabilitation.
    - b. Inspection Schedule.
      - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - a. inspection date;
    - b. location;
    - c. distress types; and
    - d. maintenance scheduled or performed.
  5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
25. **Projects Which Contain Paving Work in Excess of \$500,000:** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    - 1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - 2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - 3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).



- 4) Qualifications of engineering supervision and construction inspection personnel.
  - 5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **Lighting:** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
27. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

#

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**

\_\_\_\_\_  
*(Signature)*  
**John P. Bauer**  
\_\_\_\_\_  
*(Typed Name)*  
**Manager, Denver Airports District Office**  
\_\_\_\_\_  
*(Title)*

**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.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MESA, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*  
\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*  
**By:** \_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*  
**Title:** \_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GRAND JUNCTION, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

---

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-053-2015 (Contract No. DOT-FA15NM-10XX)</u>
DUNS Number	<u>15-613-5394</u>
<b>TO:</b>	<u>County of Mesa and City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority</u> (herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 23, 2015, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Rehabilitate Terminal Air Carrier Apron (Design, Phase 3)**

which is more fully described in the Project Application.

**NOW THEREFORE**, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$167,760. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
  - \$0 for planning
  - \$167,670 for airport development or noise program implementation
  - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2015, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner 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 dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is 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.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at

<http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
- By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), 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 project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must 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/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.

**18. Ban on Texting When Driving.**

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

**19. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit A Included with Grant Application.** The Exhibit “A” updated November 2009, submitted with the project application is made a part of this grant agreement.

**21. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

**22. Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 11, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

**24. Plans and Specifications Prior to Bidding:** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.



25. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
26. **Design Grant:** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within **four (4)** years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

#

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**

\_\_\_\_\_  
*(Signature)*  
**John P. Bauer**  
\_\_\_\_\_  
*(Typed Name)*  
**Manager, Denver Airports District Office**  
\_\_\_\_\_  
*(Title)*

**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.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MESA, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*  
\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*  
**By:** \_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*  
**Title:** \_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GRAND JUNCTION, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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. 3-08-0027-52 (“Project”).

D. The FAA is willing to provide \$2,340,000.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## AGREEMENT

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

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By \_\_\_\_\_  
Rick Wagner, Chairman

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Phyllis Norris, Mayor

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

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

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

D. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-53 (“Project”).

F. The FAA is willing to provide \$167,670.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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



## AGREEMENT

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

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By \_\_\_\_\_  
Rick Wagner, Chairman

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
Phyllis Norris, Mayor



Date: 9/1/2015  
 Author: J. Peterson  
 Title: Deputy City Clerk Ext. 1509  
 Proposed Schedule: 9/2/15  
 2nd Reading  
 (if applicable): N/A  
 File # (if applicable): \_\_\_\_\_  
 \_\_\_\_\_

**Attach 5**  
**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> 2016 Grand Junction (Epic Rides) Off-Road Request
<b>Action Requested/Recommendation:</b> Authorize Financial Support in the Amount up to \$40,000 for the 2016 Event
<b>Presenter(s) Name &amp; Title:</b> Dave Grossman, Event Director

**Executive Summary:**

Epic Rides seeks continued success in the development and operation of the Grand Junction Off-Road mountain bike event through extending the Host Community agreement with the City of Grand Junction for financial and in-kind support in exchange for being a Host Community of an Epic Rides Off-Road Series event.

**Background, Analysis and Options:**

Epic Rides seeks financial support for the 2016 event for \$40,000 plus in kind services. They have proposed a multi-year commitment with a promise to grow the event. An agreement will be drafted by the event sponsor based on the City Council decision.

**How this item relates to the Economic Development Plan:**

Goal 1.7 of the Economic Development Plan is to market the strengths of the community with an action step of “Further development of mutually beneficial tourism partnerships” by promoting and partnering with Special Events. Mr. Grossman has presented statistics to the City Council describing the success and the economic benefit the event had on the community.

**Financial Impact/Budget:**

The request is for \$40,000 in host fees to be paid in two installments scheduled November 15, 2015 and April 15, 2016.

**Other issues:**

There are no other issues.

**Previously presented or discussed:**

Discussed at the August 10, 2015 and August 31, 2015 City Council Workshops.

**Attachments:**

2016 Grand Junction Off-road Host Community Proposal from Epic Rides

# 2016 Grand Junction Off-Road

## Host Community Proposal

### Summary

Epic Rides seeks continued success in the development and operation of the Grand Junction Off-Road mountain bike event through extending the Host Community agreement with the City of Grand Junction for financial and in-kind support in exchange for being a Host Community of an Epic Rides Off-Road Series event, in order to effectively market and conduct a safe and successful event that contributes to the economic success of the community and supports the effort to market the community as an Outdoor Recreation destination.

### Epic Rides

As the event organizer and a national leader in mountain bike event production, Epic Rides will market, recruit, operate, and conclude the Grand Junction Off-Road event annually. Epic Rides will be responsible for event registration and coordinating the events production.

### City of Grand Junction

The City of Grand Junction will provide financial support in the amount of forty thousand dollars (\$40,000) in host fees to be paid in two installments scheduled November 15<sup>th</sup>, 2015 and April 15<sup>th</sup>, 2016. Event marketing and recognition will be focused on the City of Grand Junction and represented through the events name "The Grand Junction Off-Road" and/or the events logo.

With the established precedent of the past three years, the City agrees to provide adequate infrastructure support to assure a safe route and venue for event attendees and the community.

### Term

Epic Rides seeks a one (1) year agreement with two (2), consecutive automatically renewing, one (1) year options to extend the agreement. Epic Rides will use its best efforts to grow the participant base 20% annually. If Epic Rides succeeds in growing the participant base by 20% or more annually the host community fee will increase \$5,000 during the following calendar year.

2017: \$45,000

2018: \$50,000

### Termination

Each party, at its option, has the right to terminate the agreement with written notice to all parties to this agreement with eighteen (18) months notice.



Date: August 17, 2015  
 Author: Lori V. Bowers  
 Title/ Phone Ext: Sr. Planner/256-4033  
 Proposed Schedule: Sept. 2, 2015  
 \_\_\_\_\_

**Attach 6**  
**CITY COUNCIL AGENDA ITEM**

<b>Subject: North Avenue Catalyst Grant Application for 2892 North Avenue</b>
<b>Action Requested/Recommendation:</b> Consider Approval of a North Avenue Catalyst Grant Application from Forbes Group, LLC, Located at 2892 North Avenue, in the Amount of \$10,000
<b>Presenter(s) Name &amp; Title:</b> Lori V. Bowers, Senior Planner

**Executive Summary:**

A new business will be opening its doors at 2892 North Avenue, First National Pawn. The new building owner, Forbes Group, LLC, has submitted an application for consideration for \$10,000 from the North Avenue Catalyst Grant Program. This is the fourth application for this program to come before the City Council.

**Background, Analysis and Options:**

In November 2014, the City Council established a grant program in an effort to help revitalize North Avenue. The grant program requires a 50% match from the property/business owner with grant amounts up to \$10,000 per property. Projects meeting the requirements of the program and approved by City Council will be funded on a first come first serve basis. Awards are limited to one per property.

This property recently sold to the Forbes Group, LLC from Las Vegas, Nevada. There are two metal buildings on this site. The applicant is starting to upgrade the property with the eastern most building first. To begin the renovations they are replacing windows and doors. For consideration of the Grant funds they propose to renovate the front south facing side and part of the west facing side of the building by installing a brick wainscoting, 4-feet high and a length of 170 feet. The cost of this architectural element alone is \$20,350.00. They will also replace the exterior awnings over the doors and add additional awnings over the windows. The applicant therefore requests the maximum amount available from this program, \$10,000. The architectural building elevations and a rough estimate bid is attached to this staff report.

With the new interior and exterior improvements, which include resurfacing the parking lot, building paint and landscaping, new HVAC and security system and electrical upgrades, the project will exceed \$368,943.

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

The application presented for consideration meets **Goal 8:** Create attractive public spaces and enhance the visual appeal of the community through quality development.

The applicant is providing a major exterior remodel to provide a more pleasing exterior for the metal building and for the new business that wishes to relocate here.

**How this item relates to the Economic Development Plan:**

The North Avenue Catalyst Grant Program supports the City’s 2014 Economic Development Plan; specifically Section 1.5 Supporting Existing Business: Continue to explore opportunities and review requests to assist the business community through tax policies, financing options and financial incentives.

**Board or Committee Recommendation:**

The North Avenue Catalyst Grant Committee forwards a recommendation of approval from their meeting held on August 17, 2015.

**Financial Impact/Budget:**

The Committee recommends approval of the requested amount of \$10,000.00, as this is well within the remaining North Avenue Catalyst Grant Program budget of \$76,887.55.

<b>Catalyst Grant Program Budget</b>	<b>\$100,000.00</b>
1) Grand Valley Powersports	10,000.00 (Funded by Council Feb. 18, 2015)
2) Dakota West Properties	9,002.45 (Funded by Council April 15, 2015)
3) Mason Plaza	<u>4,110.00</u> (Funded by Council June 17, 2015)
	<b>\$76,887.55</b> (Remaining funds to be allocated)

**Legal issues:**

The City Attorney has reviewed and approved the form of the grant contract.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

This item has not been previously presented.

**Attachments:**

Location Map

Application

Bid

Site photos

Proposed Rendering



# 2892 North Avenue



0 0.05 0.1 Miles

Printed: 8/12/2015

1 inch = 236 feet



### Grand Junction Commercial Catalyst Improvement Grant Program APPLICATION

Please note that application will not be considered until all information is submitted to the City Community Development Division, 250 N. 5th Street, Grand Junction, CO 81501, or scan and email to [planning@gjcity.org](mailto:planning@gjcity.org).

Name of Applicant(s): Forbes Group LLC  
Mailing Address: 1204 Mersault Court Las Vegas NV 89144  
Phone Number(s): (702) 286-1303 (c) (702) 562-5064  
Email: bforbes1@cox.net

Project Address: 2892 North Avenue  
Business Name: First National Bank Parcel Number: 2843-074-04B

Work to be performed on Front Façade Improvements and/or Pedestrian Safety & Streetscape (check all that apply):

- Repair, restoration, or installation of exterior masonry, stucco or siding
- Repair, replacement or installation of exterior awnings, window trim and doors
- Exterior lighting upgrades
- Signage upgrades (removal of pole sign and signage placed on façade and/or monument sign with maximum height 12 ft.)
- Addition of a plaza, fountain, outdoor dining or other pedestrian features in front of building and abutting North Avenue
- Construction of detached sidewalks and park-strip running the entire length of the property
- Construction and/or installation of park-strip hardscape features
- Design/Architect services for project (up to \$1,500)
- Renovation of front entryway to make more accessible
- Other (please describe) Wainscot - 4ft of brick; ground up.

Projected Start/Finish Dates for Project: 9/2015 - 10/2015

Total Estimated Cost of Improvements: \$ \$30,000.-

Grant Program Amount Requested: \$ \$10,000.-

## Grand Junction Commercial Catalyst Grant Program

### AGREEMENTS AND CONDITIONS

1. The following information must be submitted with your application: plans drawn to 30 scale; samples or depictions of finishes to be used; photos of existing condition of property; and detailed budget of project including cost estimates by contractors.
2. By submitting and signing this Application, the Applicant certifies and agrees to all terms and conditions of the Program, including:
  - The Applicant is in good standing with the City including payment of all taxes to the City of Grand Junction.
  - The Applicant agrees to adhere to the goals and vision for North Avenue as established in the Comprehensive Plan and the North Avenue Corridor Plans.
  - The Applicant agrees that all improvements to be undertaken will be consistent with all applicable zoning and building codes. Grand Junction Planning Commission or City Council review, where required must be conducted prior to commencement of work on the catalyst project. All permits and other requirements are the Applicant's sole responsibility.
  - The project must be started within three months of approval and completed within twelve months of approval to be eligible for reimbursement. Any work done on the project prior to approval of application is ineligible for reimbursement.
  - Only the work that is described in the application and approved by the Grand Junction City Council shall be eligible for reimbursement. Disbursement of funds will be made only after the entire project is complete and passes required inspections.
  - The Applicant must submit before and after photos of the project, copies of invoices, receipts, and a signed itemized statement of the total cost of the project to the City. All documentation for reimbursement must be provided to the City at time of request, with a maximum of two reimbursements. All receipts must be provided no more than 15 months after the application has been approved.
  - The Applicant understands that he/she is responsible for all construction management, including but not limited to traffic control and any permits required by the Colorado Department of Transportation (CDOT).
  - The project grant award will at all times be within the program guidelines. The amount designated by the City will not be increased due to cost overruns, changes in scope or other changes made or necessitated by the applicant, its agents and/or financiers.
  - It is expressly understood and agreed that the Applicant shall be solely responsible for all safety conditions and compliance with all applicable regulations, codes, and ordinances.
  - The Applicant shall indemnify, protect, defend, and hold harmless the City of Grand Junction and its agents and employees from all claims, damages, lawsuits, costs, and expenses for any property damage, personal injury, or other loss relating in any way to the Grand Junction Commercial Catalyst Grant Program.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: (if LLC, Corporation or Legal Entity other than Sole Proprietorship)

Owner's Signature (if different): \_\_\_\_\_

Date: \_\_\_\_\_

Attest: (if LLC, Corporation or Legal Entity other than Sole Proprietorship)

TURN KEY CONTRACTOR

Commercial  
Residential  
Remodeling



Metal Buildings  
Development  
Excavation

May 28, 2015

Merritt & Associates G.C., Inc.  
2102 Highway 6 & 50  
Grand Junction, CO 81505  
(970)241-5164 (970)241-8595

Prepared For: First National Pawn  
Project: Remodel  
Address: 2892 North Avenue  
Attn: Scott Schmidt

Merritt & Associates G.C., Inc. hereby propose to provide labor and materials to construct the following scope of work. The scope of work is based on information provided by Scott Schmidt and Hal Heath. This estimate is for budgetary purposes only; city planning, code review, plans, and engineering costs may vary. All line items are allowances.

Scope of Work:

Division 1: General Conditions:

- a. Project Management
- b. Supervision
- c. Demolition
- d. Labor
- e. Truck fuel
- f. Small Tools
- g. Dumpster and Trash Removal
- h. Final Clean
- i. Builders Risk and Liability Insurance

**Total Division 1: \$29,073.00**

Division 2: Doors & Windows

- a. Twelve (12) 4.<sup>0</sup> x 3.<sup>0</sup> windows
- b. Window Installation
- c. West side Store Front
- d. Installation of one (1) man door for egress

**Total Division 2: \$20,130.00**

Division 3: Wainscoat

- a. Install 170 x 4' Wainscoat
- b. Substrate
- c. Materials

PHONE: (970) 241-5164

MERRITT & ASSOCIATES G. C., INC  
2102 Highway 6 & 50  
GRAND JUNCTION CO 81505

FAX: (970) 241-8595

TURN KEY CONTRACTOR

Commercial  
Residential  
Remodeling



Metal Buildings  
Development  
Excavation

**Total Division 3: \$20,350.00**

Division 4: Drywall & Framing

- a. Drywall
- b. Framing
- c. Ceiling Clouds

**Total Division 4: \$24,200.00**

Division 5: Painting

- a. Interior
- b. Exterior

**Total Division 5: \$35,200.00**

Division 6: Plumbing, Heating/Cooling

- a. Includes labor and material to install a new HVAC system,
- b. Duct work,
- c. Bathrooms and Hardware

**Total Division 6: \$125,400.00**

Division 7: Insulation

- a. Building Insulation

**Total Division 7: \$4,950.00**

Division 8: Electrical

- a. Upgrade

**Total Division 8: \$24,390.30**

Division 9: Flooring

- a. Materials
- b. Installation

**Total Division 9: \$27,500.00**

Division 10: Fire Alarm System

- a. Materials
- b. Installation

**Total Division 10: \$8,800.00**

Division 11: Security System

- a. Materials

PHONE: (970) 241-5164

MERRITT & ASSOCIATES G. C., INC  
2102 Highway 6 & 50  
GRAND JUNCTION CO 81505

FAX: (970) 241-8595

TURN KEY CONTRACTOR

Commercial  
Residential  
Remodeling



Metal Buildings  
Development  
Excavation

b. Installation

**Total Division 11: \$8,250.00**

Division 12: Landscaping

- a. Landscaping Plans
- b. Materials
- c. Installation

**Total Division 12: \$11,000.00**

Division 13: Parking Lot

- a. Repair
- b. Seal Coat
- c. Installation of new Parking Blocks

**Total Division 13: \$29,700.00**

**GRAND TOTAL OF PROPOSAL: \$368,943.30**

The following items are considered Allowances and are excluded from the bid price. If contractor pays these fees it is at fee cost + 10 and an acquisition fee of \$65.00 per hour:

a. Architecture Fee	\$5,740.00
b. Plan Reproduction	\$300.00
c. Mechanical Engineering	\$5,000.00
d. Electrical Engineering	\$4,000.00
e. Change-over to 3 Phase Electric	\$12,000.00
f. Mesa County Building Department Plan Review Fee	\$200.00
g. Mesa County Building Permit	\$1,000.00
h. City Planning Submittal & Change of Use	\$580.00
i. T.C.P	To be determined
j. City Fees	To be determined
k. Additional Government Fees	To be determined

The following items are excluded from the bid price.

- a. All Soils and Concrete Testing
- b. Asbestos abatement or testing there-of.
- c. Unforeseen conditions encountered in site work and/or demolition which cannot be determine at visual site walkthrough.

PHONE: (970) 241-5164

MERRITT & ASSOCIATES G. C., INC  
2102 Highway 6 & 50  
GRAND JUNCTION CO 81505

FAX: (970) 241-8595

3/24/2015

Navica MLS

659715A





www.PlatinumSign.com  
 2916 I-70E Grand Junction CO  
 Phone: 970-248-9677  
 Fax: 970-248-5444

A Family TRADE Since 1915

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Client's Description: The following sign has been placed on the property. And to protect against any color bleed through.  
 Client Approval/Date: \_\_\_\_\_  
 Landlord Approval/Date: \_\_\_\_\_

Account Rep: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Drawn By: \_\_\_\_\_

Platinum Sign Company, Inc. is not responsible for any damage to property or loss of life or limb caused by the use of any sign or structure. Platinum Sign Company, Inc. is not responsible for any damage to property or loss of life or limb caused by the use of any sign or structure.



Project Location: \_\_\_\_\_

Job Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Sheet Number: \_\_\_\_\_ of \_\_\_\_\_  
 Design Number: \_\_\_\_\_

This original drawing is provided as part of a planned project and is not to be copied, signed or reproduced without the written permission of Platinum Sign Company, Inc. or its authorized agent EPSCO.





Date: 8/19/2015  
 Author: Scott Hockins  
 Title/ Phone Ext: Purchasing  
Supervisor x1484  
 Proposed Schedule: September 2,  
2015  
 2nd Reading (if applicable):     
 File # (if applicable):         

Attach 7

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Contract for Broadband Strategic Plan Consulting
<b>Action Requested/Recommendation:</b> Authorize the City Purchasing Division to Negotiate and Enter Into a Contract With NEOfiber of Glenwood Springs, in the Approximate Amount of \$83,000
<b>Presenter(s) Name &amp; Title:</b> Jim Finlayson, IT Director Scott Hockins, Purchasing Supervisor

**Executive Summary:**

Broadband Internet service provides users and communities with many opportunities to improve communications, including enhancements in e-commerce, telemedicine, and educational tools, and can drive economic growth, productivity, and innovation. This contract will provide a strategic broadband plan that will help ensure the community’s needs are achieved.

**Background, Analysis and Options:**

Affordable, accessible and reliable broadband has become a critical civic infrastructure like roads, bridges and water. As technology advances, ultra-fast and reliable broadband becomes more important for homes, businesses and communities. For businesses, broadband is a driving force behind competition, innovation and efficiency.

The strategic plan’s objective is to provide the information and recommendations that will allow the City to make informed decisions regarding investments in broadband infrastructure and actions the City can take to expand its use in the community. The plan will solicit input from all of the various stakeholders – businesses, citizens, providers, carriers, legislative representative and City staff – to ensure a coordinated approach that accelerates broadband development, maximizes cost savings, and takes advantage of funding opportunities that are available. It is expected that the plan will also provide direction related to code enhancements that will ensure cost-effective broadband infrastructure construction in conjunction with City capital projects, as well as private utility and development efforts.

NEOfiber has recently completed a similar study in Region 10 (Montrose, Delta, Gunnison, San Miguel, Ouray, Hinsdale Counties), and is working with Routt County on a gap analysis for their plan. NEO’s main focus is to provide consulting services for

utilities, municipalities, companies and government agencies that have or are deploying broadband and telecommunication networks.

City Staff has reviewed the competitive selection processes from both Region 10 and from Routt County. According to policy, the City may choose to utilize the award criteria from other governmental agencies in order to save the time necessary to complete our own Request for Proposal.

**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 project relates to the Comprehensive Plan by providing necessary broadband infrastructure to attract economic development and improve the local public safety network.

**How this item relates to the Economic Development Plan:**

This project supports Section 1.4, Providing Infrastructure that Enables and Supports Private Investment. Specifically, it supports action steps one, two, and five under the goal: Support and facilitate access and expansion of important technological infrastructure in the city.

**Board or Committee Recommendation:**

There is no Board or Committee recommendation(s).

**Financial Impact/Budget:**

The Broadband Strategic Plan Contract will be paid for using the Economic Development Contingency.

**Legal issues:**

If approved, the form of the agreement will be reviewed and approved by the City Attorney.

**Other issues:**

There are no other known issues.

**Previously presented or discussed:**

Part of general discussions to implement the Economic Development Plan and Site Selection study recommendations and, specifically, at the City Council Retreats held on January 16, 2015 and May 15, 2015, and the workshops held on January 19, 2015 and August 17, 2015.

**Attachments:**

There are no attachments for this project.



Date: August 20, 2015  
 Author: Bret Guillory  
 Title/ Phone Ext: Utility Engineer  
 Proposed Schedule:  
September 2, 2015  
 2nd Reading (if applicable):  
 File # IFB-4079-15-DH  
 and IFB-4087-15-NJ

Attach 8

**CITY COUNCIL AGENDA ITEM**

<p><b>Subject:</b> Construction Contract for Colorado Law Enforcement Training Center (CLETC) Water Line Project and Materials Contract for Water Storage Tanks.</p>
<p><b>Action Requested/Recommendation:</b> Authorize the Purchasing Division to Execute a Construction Contract with Sorter Construction for the CLETC Water Line Project in the Amount of \$266,308; and Execute a Purchase Order with Dodson Engineered Products for Three 20,000 Gallon Water Storage Tanks for an Estimated Amount of \$98,570</p>
<p><b>Presenter(s) Name &amp; Title:</b> Greg Lanning, Public Works Director          Jay Valentine, Internal Services Manager</p>

**Executive Summary:**

This request is for the construction of water distribution and storage infrastructure that will provide potable water service to the CLETC campus to be used for fire training purposes and for potable use in future class rooms. This water system will become the property of the Clifton Water District that is the water provider for this area.

**Background, Analysis and Options:**

The City has partnered with Mesa County and Colorado Mesa University (CMU) to develop the Colorado Law Enforcement Training Center (CLETC) to meet the training needs of law enforcement and first responder agencies throughout the region and state, as well as students in the CMU Peace Officer Standards and Training (POST) academy. The training center is located on 80 acres acquired from the U.S. Bureau of Land Management at Whitewater Hill.

The CLETC is a multi-phased project, including a driver training track, a simulated city block training area, a pistol and rifle shooting range, a classroom building to provide POST and firefighter academies, a fire training area and a fitness course. Phase I of the project, the driver training and high speed pursuit track, was dedicated in 2013. The simulated city block area is beginning to take shape with construction of a road and the addition of three residential houses that have been moved to the site.

The City, in conjunction with CMU and Fire Districts throughout Mesa County, has received a grant from the MCFMLD to construct a water system that would supply water

for fire training and classroom buildings. The ability to have sufficient water at the site is critical for any further development of the training center.

A formal solicitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA) and the Grand Junction Chamber of Commerce for construction of the water line project. Two companies submitted formal bids which were found to be responsive and responsible, in the following amounts:

<b>Company</b>	<b>City, State</b>	<b>Bid Amount</b>
Sorter Construction, Inc.	Grand Junction, CO	\$266,308.00
MM Skyline Contracting, Inc.	Grand Junction, CO	\$417,888.00

Potable water storage at the site is critical to utilization and development of the facilities.

This equipment has a long lead time for manufacturing which is why the request is to purchase the tanks separately from the construction contract. Water storage needs at the site consist of 30,000 gallons for fire training activities, and 10,000 gallons potable water for future class rooms. The site layout for the project was designed with future expansion of the water storage facility in mind allowing for installation of one additional 20,000 gallon storage tank. Ultimately provision of 60,000 gallons of available potable water will allow for greater flexibility for fire training and classroom expansion. Staff is recommending the City take advantage of this competitive pricing to include purchase of an additional 20,000 gallon storage tank that would provide a total of 60,000 gallons available water storage. Additional cost for the third tank would be \$33,321.

A formal solicitation for bids to provide two 20,000 gallon water storage tanks was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA) and the Grand Junction Chamber of Commerce. Five companies submitted formal bids which were found to be responsive and responsible, in the following amounts:

<b>Company</b>	<b>City, State</b>	<b>Bid Amount</b>
Dodson Engineered Products	Glenwood Springs, CO	\$65,249.00
Grand Junction Pipe & Supply Co.	Grand Junction, CO	\$67,050.50
Platt Rodgers Construction	Lakewood, CO	\$78,731.26
Constructors International, Inc.	Aspen, CO	\$81,503.00
Eaton Sales & Service	Grand Junction, CO	\$95,825.00

Dodson Engineered Products has agreed to extend their prices to a third 20,000 tank for an estimated total of \$98,570.

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

*Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.*

*Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.*

The Colorado Law Enforcement and Emergency Training Center will serve the region's public health, safety and welfare needs.

*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.*

As does Colorado Mesa University and Western Colorado Community College, the Colorado Law Enforcement and Emergency Training Center will strengthen the community's position as a regional center.

**How this item relates to the Economic Development Plan:**

This project relates to the Economic Development Plan by maintaining and improving training opportunities for our emergency responders, providing for potential expansion of the Colorado Mesa University campus, and providing a facility that will benefit emergency responders on a regional basis. By completing this project, the City is helping to secure the safety of people living within our emergency response area.

**Board or Committee Recommendation:**

No specific recommendations

**Financial Impact/Budget:**

The City of Grand Junction has already purchased some of the longer lead time major equipment components for this project that will allow for more timely construction of the improvements. City Staff has provided design and will provide construction management and inspection services for the project.

Bids received for this project were very competitive that allow for installation of more water storage on the site. This project includes installation of two 20,000 gallon potable water storage tanks that will serve the facility.

Staff has designed the project with the option to expand storage by an additional 20,000 gallons at some future date. The competitive bids received provide the

opportunity to make use of more of the grant funding by installing the third 20,000 gallon tank with this project. Additional cost for this work and materials is estimated to be \$40,000.

The Project budget is as follows:

**Sources**

MCFMLD Grant	\$359,409
City of Grand Junction Contribution	65,694
Colorado Mesa University Contribution	27,527
In-Kind Services	<u>66,999</u>
<b>Total Project Sources</b>	<b>\$519,629</b>

**Expenditures**

<b>Construction Contract</b>	<b>\$266,308</b>
<b>Storage Tank Materials Purchase</b>	<b>98,570</b>
Design	15,000
Construction Management	15,000
Equipment/Materials Purchase	<u>124,751</u>
<b>Total Project Expenditures</b>	<b>\$519,629</b>

**Board or Committee Recommendation:**

The Colorado Law Enforcement Training Center (CLETC) is represented by a committee with representatives from Colorado Mesa University, Mesa County Sheriff's Office and the Grand Junction Police and Fire Departments. This committee has met several times throughout the life of the training center. On July 13, 2015, the committee, consisting of Derek Wagner (CMU), Sheriff Matt Lewis (MCSO), Chief Camper (GJ), and Chief Watkins (GJ) directed the city engineering staff to move forward with bidding and constructing the water line project.

**Legal issues:**

The services will be subject to standard City contracting. If requested by Public Works the City Attorney will review the contract prior to execution.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

This has been discussed at previous workshops and during budget development.

**Attachments:**

None.



CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: \_\_\_\_\_  
Citizen's Name: Bruce Lotemelter  
Address: 337 Cdo  
Phone Number: \_\_\_\_\_  
Subject: Schools

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 09/02/15  
Citizen's Name: Richard Swingle *He has a PP loaded on Public Computer*  
Address: 443 MEDITERRANEAN WAY  
Phone Number: 970-243-2546  
Subject: Novell Groupwise Replacement - 2016 Budget Process

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 9-2-15  
~~8-27-15~~  
Citizen's Name: Ed KOWALSKI  
Address: 2871 ORCHARD AV. ST.  
Phone Number: 261-2057  
Subject: Speed Limit

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.