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**CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 18, 2015
250 NORTH 5TH 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
Moment of Silence

Presentation

Interim City Manager Tim Moore Budget Presentation for 2016

Citizen Comments

[Supplemental Documents](#)

Council Comments

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the October 19, 2015 Workshop and the Minutes of the November 4, 2015 Regular Meeting

Revised November 23, 2015

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

REVISED

**** 2. Setting a Hearing on the 2015 Fourth Supplemental Appropriation Ordinance and the 2016 Budget Appropriation Ordinance [Attach 2](#)**

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 and the 2016 proposed budget.

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

Proposed Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2016 and ending December 31, 2016

Action: Introduce Proposed Ordinances and Set a Hearing for December 2, 2015

Staff presentation: Jodi Romero, Financial Operations Director

3. Setting a Hearing on the Inclusion of Property Located at 236 Main Street (Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District [Attach 3](#)

Western Hospitality, LLC petitions the City Council to include its property located at 236 Main Street (known as the Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District.

Proposed Ordinance Expanding the Boundaries of the Downtown Grand Junction Business Improvement District to Include SpringHill Suites, 236 Main Street

Action: Introduce a Proposed Ordinance and Set a Hearing for December 2, 2015

Presentation: Allison Blevins, Co-Director
Downtown Grand Junction Business Improvement District

4. Rates and Fees Effective January 1, 2016 [Attach 4](#)

Consider proposed rate and fee changes which would be effective January 1, 2016 for Water, Wastewater, Solid Waste, Ambulance, Fire, Parks, Recreation, and Municipal Court. The adopted fees would be incorporated into the revenues of the 2016 proposed budget.

Resolution No. 45-15 – A Resolution Adopting Fees and Charges for Water, Wastewater, Solid Waste, Ambulance, Fire, Parks, Recreation, and Municipal Court

®Action: *Adopt Resolution No. 45-15*

Staff presentation: Jodi Romero, Financial Operations Director

5. **Right-of-Way Conveyance for the U.S. Highway 50 Resurfacing Project**

[Attach 5](#)

The Colorado Department of Transportation (CDOT) will resurface State Highway 50 from South Avenue to 29 Road within the limits of the City of Grand Junction in the Spring and Summer of 2016. As part of the work, there will be small upgrades to access ramps along the corridor as required by the American with Disabilities Act (ADA). CDOT needs to acquire a small piece of right-of-way and a temporary construction easement from the City in order to proceed with the work.

Resolution No 46-15 – A Resolution Authorizing the Conveyance of Right-of-Way to the Colorado Department of Transportation for the State Highway 50 Resurfacing Project

®Action: *Adopt Resolution No. 46-15*

Staff presentation: Greg Lanning, Public Works Director
Trent Prall, Engineering Manager

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

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

6. **Grant Applications to the Federal Aviation Administration (FAA) for the Grand Junction Regional Airport Authority**

[Attach 6](#)

For 2016, the Grand Junction Regional Airport Authority (Authority) will submit two separate grant applications to the FAA for improvements to the Airport. Funds requested on these applications are entitlement funds to the Airport. Mesa County and the City of Grand Junction are required as Co-Sponsors to the Grant Offer, if awarded.

***Action:** Approve Grant Applications between the Federal Aviation Administration and the Grand Junction Regional Airport Authority for Airside Improvements for the FAA Grants AIP 54 and AIP 55 in the Amounts of \$4,420,000 and \$2,790,000 Respectively*

Presentation: David Fiore, Executive Director, GJRAA
Ben Johnson, Airfield Operations Manager

7. **Las Colonias Park Amphitheater Grant Request - Continued from November 4, 2015**

[Attach 7](#)

This is a request to authorize the Interim City Manager to submit a request to the Colorado Department of Local Affairs for a grant for development of Las Colonias Park Amphitheater not to exceed \$1.9 million. The grant is due on December 1, 2015 and final contract award will take place mid-year 2016.

Resolution No. 47-15 – A Resolution Authorizing the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Program for Development of Las Colonias Park Amphitheater

***@Action:** Adopt Resolution No. 47-15*

Staff presentation: Traci Wieland, Recreation Superintendent

****8. Purchase of Pipe Materials for the Buthorn Drain Flood Mitigation Project at Bass Street**

[Attach 8](#)

The City of Grand Junction and the Grand Valley Drainage District (GVDD) are partnering on a Storm Water Improvement project for the Buthorn Drain system. These improvements will provide flood mitigation for the neighborhood along Bass Street near the west end of West Lake Park. The City will be supplying the materials and GVDD will install them.

***Action:** Authorize the Purchasing Division to Purchase Materials from Precast Concepts of Grand Junction, Colorado to be Used for the Construction of the Buthorn Drain Flood Mitigation Project at Bass Street in the Amount of \$62,009.50*

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

9. **Intergovernmental Agreement for the U.S. Highway 50 and B.5 Road Path Project** [Attach 9](#)

In December of 2014, the City was awarded a federal Transportation Alternatives Program (TAP) grant in the amount of \$1,200,000 for the U.S. Highway 50 and B.5 Road Path. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

Resolution No. 48-15 – A Resolution Accepting Federal Aid Funds for Construction Work on the U.S. Highway 50 and B.5 Road Path Project, Authorizing City Matching Funds and Authorizing the City Manager to Sign an Intergovernmental Agreement with the Colorado Department of Transportation

®Action: *Adopt Resolution No. 48-15*

Staff presentation: Greg Lanning, Public Works Director
Trent Prall, Engineering Manager

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

11. **Other Business**

12. **Adjournment**

Minutes

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY October 19, 2015 – Noticed Agenda Attached

Meeting Convened: 5:00 p.m. in the City Hall Auditorium

Meeting Adjourned: 9:10 p.m.

City Council Members present: All except Barbara Traylor Smith

Staff present: Shaver, Moore, Taylor, Machado, Meyerann, Bowman, Romero, Valentine, Hazelhurst, Carruth, Watkins, Lanning, Mendelson, Finlayson, McInnis, and Peterson

Also: Visitor and Convention Bureau Board Members: Brad Taylor, Billie Witham, Don Bramer, and Susie Kiger; Gregg Palmer, Harry Griff, Dennis Simpson, and Ted Ciavonne

Interim City Manager (ICM) Tim Moore opened the meeting and then deferred to Parks and Recreation (P&R) Director Rob Schoeber and Recreation Superintendent Traci Wieland.

Agenda Topic 1. Budget

Las Colonias Park

Mr. Schoeber reviewed a Pro Forma handout and presented a slide show on the Las Colonias Amphitheater to help answer questions raised at earlier meetings and noted, if the project is approved, revenue could begin to be realized in 2017. He then highlighted the amphitheater's potential revenue, which would include alcohol and concession sales for both the City and external event coordinators, and the estimated economic impact events would have on the community (calculations were derived using an economic formula customized for the Grand Junction Visitors and Convention Bureau (VCB)); he felt the numbers presented were conservative. Mr. Schoeber also reviewed the proposed P&R Operating and Maintenance budget and explained this included all park facilities; at least two thirds of these costs would be needed even if the amphitheater was not built. He introduced Ted Ciavonne, Ciavonne, Roberts & Associates, Inc., who explained how the seating capacity was determined, that it would vary depending on the type of event, and how this facility would differ from other local venues.

Questions were raised regarding how outside alcohol would be kept out of amphitheater events (security would inspect coolers), who would be responsible for promoting and managing events and what constraints grant funding may have on these options (to be determined), if public interest had specifically been assessed for the amphitheater (per City processes, a community meeting was held), and if funds could be budgeted for multiple years rather than just one (yes).

Discussion then ensued as to why the amphitheater phase had been moved up in priority, and if it should be a separate project from the rest of the Las Colonias projects. It was explained that the amphitheater was made more of a priority because the Park as a whole would be less expensive to complete if the amphitheater was built first, some funding opportunities are available for the amphitheater now, and DOLA grant funds may not be available in coming years. Also, if grant funds

were awarded for the planning process, the City would be in a more favorable position to be awarded funds for its implementation which makes the timing of this request even more critical. Ms. Weiland explained which grant funds the Park would be eligible to apply for, which grants would apply to the planning and implementation phases, the application submission time lines, grant award dates, and confirmed and projected partner contributions.

Councilmember Kennedy said he felt the purpose of this request was for Council to show whether or not it supported the project by giving P&R direction as to whether or not they should apply for grant funding.

Councilmember Taggart said at this point, this request is budget neutral; only if grant and partner funds become available should this project proceed.

Council President Norris was concerned other Las Colonias projects would be stalled if the focus was only on the amphitheater. Councilmember Boeschstein mentioned the outdoor learning project would be eligible for grant funds soon and noted Mr. Schoeber said, as opportunities become available P&R will look toward completing other phases of the Park.

Councilmember Chazen expressed concern that this project was not being looked at within the full context of the budget and said there were more pressing concerns such as upgrading the water system which was a priority; the City could only apply for the DOLA grant for either the Park or the water system and he felt the funds would be better spent on the water system.

It was decided to proceed with the grant application process to see how much funding was available.

Remaining Enterprise Funds

Visitor and Convention Bureau (VCB) and Two Rivers Convention Center (TRCC)

Barb Bowman, VCB Manager, thanked those that helped prepare the report, acknowledged the VCB Board Members in attendance, and introduced Mistalynn Meyeraan, VCB Marketing and Public Relations Coordinator, Joni Fraser, Two Rivers and Convention Center (TRCC) Finance Technician, and Stuart Taylor, TRCC Services Manager. She began by saying the VCB was asking for a \$58,500 increase in their Operating Budget and also has a capital request. Under the 2015 Operating Budget, 49% was spent on marketing, labor was decreased, and more money was allotted to research and marketing. She reviewed the value of 2015's advertising and marketing efforts and noted key performance indicators are strong. Lodging Tax is projected to increase 4% over 2015.

Ms. Meyeraan said the VCB's website tracking software along with major national stories about the area were two main reasons VCB's public relations did so well.

Ms. Bowman highlighted VCB's areas of growth and noted Staff and the Board continues to look for other revenue sources as well as develop a strategic plan. She then outlined ongoing and upcoming challenges: the TRCC subsidy by the VCB, low average daily hotel rates, and the ability to maximize sales.

Ms. Bowman then addressed opportunities noting how fortunate they are to have offices directly off of I-70, however they would like to develop a presence in other areas and, if the right location could be found, they would consider establishing a permanent downtown site. They are also considering a

mobile Visitor's Center which they would like to park between TRCC and the three downtown hotels to allow them better access to customers. Ms. Bowman then deferred to Ms. Meyeraan to address special events. They would like to increase the budget for special events to help promote and fund new area events and increase marketing and public relations. That would enable them to develop new key markets for direct advertising to help increase tourism during "shoulder" seasons.

Councilmember Taggart commented part of VCB's revenue is received from Vendor Fees which was intended to help them pay the TRCC subsidy; he felt the Board should look at other ways to honor this commitment. Ms. Bowman responded that they are strategizing about that. He also suggested contacting trailer manufacturers directly for prices that may be more competitive for the mobile Visitor's Center.

Council President Norris asked Ms. Bowman if the VCB still wants to relocate. Ms. Bowman deferred to VCB Board Chair Brad Taylor who said the VCB is housed at a prime location which is on City property and it was the City that considered the sale. Council President Norris said the VCB is very important to the City and their contributions were highly praised by the Economic Development consultant.

Councilmember McArthur asked if the current location was visible enough. Mr. Taylor said much of their signage needs to be improved. Ms. Bowman said they had not been able to afford new signage yet, but are looking toward new illuminated and digital signs.

Two Rivers Convention Center/Avalon Theatre

Stuart Taylor, TRCC Services Manager, mentioned FCI Constructors, Inc. won an award for their work on the Avalon Theatre Remodel and Renovation project. He thanked Council for approving and supporting that project. He then reviewed the TRCC budget and noted successful cost saving measures had been implemented for an annual savings of \$55,000 (turning off lights and using the Grand Junction Regional Center for laundry services). He provided the number of events that were scheduled at each facility and mentioned the "Dinner and a Movie" promotion had been a huge success with 80% increased attendance. Social events increased 160% most of which were booked at the Avalon; year to date, the Avalon's revenues have exceeded expenses and the 4th quarter is their busiest season. Mr. Taylor said they had been working without both Event Coordinators due to transfers and leaves; these positions devote most of their time to planning events; they would like a position dedicated to sales and marketing in the future, but now they are using VCB and social media as much as possible. Currently, more conventions are scheduled for 2016 than were for all of 2015 and one of their biggest challenges is rising food costs, specifically eggs. This has necessitated creating new menus and adjusting prices in other areas to compensate. Other ongoing challenges for TRCC are maintaining and enhancing the facility and trespassing issues involving homeless and vagrants; the Avalon needs updated companion seating to meet ADA (American with Disabilities Act) standards and cellular shades that would allow increased outdoor terrace use.

Council President Norris asked for information on what it would cost to keep TRCC viable for the next 20 years. ICM Moore said a change order had been added to the Event Center Feasibility Study to include this information. Councilmember Taggart said the Avalon Theatre should also be included in the study since all downtown entities would work together, with or without a new event center.

Mr. Taylor said they encouraged Staff to attend training and stressed the importance of good customer service. Ms. Bowman said TRCC receives high customer service ratings, which is a selling point for the facility.

Councilmember Chazen asked what the projected net profit/loss is for 2015. Mr. Taylor said for both facilities it will be a loss of about \$400,000; he felt the Avalon would be more profitable in 2016.

Council President Norris expressed her concern regarding maintenance expenses for TRCC.

Councilmember Chazen asked if the proposed budget included any capital projects. Mr. Taylor said all proposed capital projects are on the "B" list. Councilmember Chazen asked if they had flexibility to restructure rates. Mr. Taylor said he felt the facility rate was at the top limit, but menu prices were adjusted as needed.

Councilmember Taggart noted TRCC and the Avalon are Enterprise Funds and felt profit and loss statements should have been submitted along with a strategic plan for Council to review. He stressed facility rates need to be reevaluated; other businesses respond to rising costs and so should they.

Councilmember McArthur asked if a rate study had been done. Mr. Taylor said a 10% rate increase was implemented in 2014 and it takes about two years to fully realize the increase due to contract terms.

Don Bramer, VCB Board member, said he had hotels associated with convention centers across the country and most convention centers do not turn profits, however, they contribute to an area's quality of life and are economic development drivers for other businesses.

Golf Courses

Rob Schoeber, P&R Director, said the Lincoln Park and Tiara Rado Golf Courses include a heavier debt service but have lighter labor costs; the proposed budget for both courses is \$1,880,000 which is down from previous years mainly due to decreased labor costs. Some highlights included: tournament and concession revenues are up, Mike Mendelson, Golf Professional, implemented many junior programs, and junior rounds are up by 800 year-to-date. Mr. Schoeber said after their 2015 debt payments are made a \$38,000 fund balance is projected; this will be the first year he has anticipated a fund balance and they will continue to make this a priority to make funds available for future capital projects.

Mr. Mendelson said he worked with the VCB and the Denver Golf Expo regarding promotional opportunities and is working on an adaptive golf partnership with the Grand Junction Veterans Health Care System to encourage people with disabilities to golf.

Mr. Schoeber mentioned proposed increases for green fees and cart rates and reviewed area green fees; when carts are replaced they plan for the new ones to have a GPS (global positioning system) feature.

Councilmember Chazen asked how the golf scheduling software program was working. Mr. Mendelson said it had improved the process, but they have been glitches and an upgrade is needed.

Creating an executive course at Lincoln Park and how to cultivate younger golfers was also discussed.

Parking Fund

Jay Valentine, Internal Services Manager, introduced this item. He said the Downtown Development Authority (DDA) was included and agreed to share the cost for the Downtown Parking Study; he explained the scope of the study, why the DDA was asked to be included, and noted parking meter rates had not been adjusted for quite a while, but there were differing views as to what rates should be and how they affect businesses. The Fund's biggest expenses are debt service and labor which includes parking meter enforcement (Police Department), maintenance (Internal Services), and program supervision (Purchasing); this Fund makes enough money to service the debt, but not enough to truly generate revenue which is tied to the rates.

Mr. Valentine said the City would benefit if the DDA took responsibility for the Parking Fund, specifically in regard to debt. Council President Norris asked, if the DDA did, would they refinance the debt and repay the City. Mr. Valentine said the Parking Study will be beneficial in answering many of these types of questions.

Councilmember Chazen asked if there was a Capital Reserve for meter replacements and/or building improvements. Mr. Valentine said no and explained the City does not have sole control of parking rates; too many people have a stake in how much is charged and whether or not to offer free Holiday and Main Street parking. He mentioned they are looking toward debit card replacement meters.

City Attorney Shaver noted the Parking Garage has a condominium association tied to it and they are creating a Capital Reserve for the garage.

Mr. Valentine went over the Garage's maintenance concerns specific to the City: the elevator, the pay meter machine, and light fixtures. Councilmember Chazen then asked if the condominium association's reserve was sufficient for other needed improvements. Mr. Valentine said at this time, yes.

Councilmember McArthur suggested installing metered locking bicycle stands to help lessen parking demands and create an incentive to bike to work and events.

Councilmember Taggart asked for a P&L statement for this Fund and suggested making the Parking Garage easier to use; citizens have told him they don't understand the pay system.

Information Technology

Jim Finlayson, Information Technology (IT) Director, introduced this item and noted each department budgets for a piece of IT. IT's main expenses are labor and benefits, licensing, and maintenance contracts for hardware and software (which is not shared with other departments), and equipment replacement. Mr. Finlayson said 2016 capital projects, air conditioning for the Police Department's IT room and storage arrays, will come from the Fund balance, but will need to be repaid. The Fund will also cover expenses to move the data center in City Hall and explained why 2016 is a good time for this project.

Councilmember Chazen asked if IT had an emergency, would the Fund balance be sufficient. Mr. Finlayson said if IT experienced a major catastrophe, the \$500,000 balance would not be enough.

Council President Norris expressed concern that labor cuts in IT would limit their ability to expand at a time when more is expected from them. Mr. Finlayson said the cut in labor was for the 1.2% salary increase and did not cut positions, however it has been difficult for Staff to cover things like equipment replacements. Councilmember Kennedy asked if IT had a lot of turnover. Mr. Finlayson said his Staff wants to work in Grand Junction and salaries have remained competitive so that has not been an issue. However, a large number of Staff are getting close to retirement age so a lot of experience will be lost when they do.

Mr. Finlayson explained why a municipality and its needs are vastly different from private sector businesses; they are a combination of at least eight different businesses all with different software, requirements, and storage demands. He also noted work on the Wireless Master Plan and Economic Development has required more hours from the IT Department.

There was no further business. The meeting adjourned.

**GRAND JUNCTION CITY COUNCIL
MONDAY, OCTOBER 19, 2015**

**WORKSHOP, 5:00 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET**

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

1. Budget

- **Las Colonias Park**
- **Remaining Enterprise Funds**
- **Internal Services Funds**
- **Staff Recommendation of Capital**

2. Next Steps

- October 26th - Rates and Fee Change Listing (preparatory to the rates and fees resolutions)
- November 2nd (regularly scheduled workshop) - Budget Wrap, TABOR Calculation, Fund Balance Worksheet, Line Item Budget by Fund, Final ED Budget, Final Capital Worksheet
- November 4th CC Meeting - Adopt Rates and Fees Resolution, Set Public Hearing for Appropriation Ordinance
- November 18th - Public Hearing and Budget Adoption
- December 2nd - Mill Levy Adoption

3. Other Business

4. Board Reports

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

November 4, 2015

The City Council of the City of Grand Junction convened into regular session on the 4th day of November, 2015 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Rick Taggart, and Council President Phyllis Norris. Councilmembers Duncan McArthur and Barbara Traylor Smith were 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 Navy Honor Guard led by Michael T. Scott, ABEC (AW/SW) U.S. Navy Leading Chief Petty Officer led the Pledge of Allegiance, followed by an invocation by Very Rev. Donald P. Malin, V.F. Immaculate Heart of Mary Catholic Church and St. Ann's Catholic Church.

Proclamations

Proclaiming November as Hospice and Palliative Care Month

Councilmember Boeschstein read the proclamation. Christy Whitney, President and Chief Executive Officer (CEO) of HopeWest accepted the proclamation. Ms. Whitney (Borchard) recalled she was part of the original proclamation 30 years ago in Washington D.C. She spoke to the importance of Hospice and how most people don't want to think about it. She also mentioned that there is an initiative to make palliative care a part of every physician's training. Advanced Directives are another initiative they are working on along with Aging in Place.

Proclaiming November 11, 2015 as A Salute to All Veterans 2015

Councilmember Kennedy read the proclamation. Lieutenant (Lt.) Colonel Rick Peterson, United States Air Force (USAF) (Retired), President of the Veterans Committee of the Western Slope, received the proclamation. Lt. Colonel Peterson said the organization wants to make the Veterans Day celebration more inclusive by inviting the City Council onto the viewing stand during the parade which is on Saturday, November 7th. The celebration this year will be at the cemetery instead of Fruita as there will be a ribbon cutting ceremony acknowledging the expansion and improvements made. It will be at 11:00 a.m. Also Richard Gigliotti with the Veterans Memorial Cemetery of Western Colorado is retiring. The Military Ball is November 7th.

The Reserve Officers' Training Corps (ROTC) at Central High School and the Civil Air Patrol have nine events to cover all over town on Veterans Day.

Councilmember Kennedy recognized and thanked any Veterans in the audience.

Proclaiming November 17, 2015 as "Colorado Prematurity Awareness Day"

Councilmember Chazen read the proclamation. Terri Jones, March of Dimes Executive Director for the Western Colorado Chapter, was present to accept the proclamation. Ms. Jones thanked the City Council and emphasized that prematurity is the number one cause of death for babies and the work of March of Dimes does work; she has personal knowledge of that. Bringing awareness is one way to make a change. She invited businesses to go purple on November 17th to promote awareness of Prematurity Awareness Day.

Certificate of Appointment

To the Grand Junction Housing Authority

Tim Hudner was present to receive his Certificate of Appointment. Councilmember Chazen read the appointment certificate and presented it to Mr. Hudner. Mr. Hudner said the Grand Junction Housing Authority (GJHA) is a great asset to the community and he is very grateful to be appointed to the board again.

Citizens Comments

Richard Swingle, 443 Mediterranean Way, addressed the City Council on the subject of Fiber. He reviewed the override the City recently did of SB 05-152. Broadband has now been defined as at least 25 mbps down load speed. Only Charter provides that in the valley. He reviewed the other types of wire - paired wire, then coax, and then fiber which is the future. Fiber to the premises (FTTP) is what the service dubbed "broadband" is.

Council Comments

Councilmember Taggart went to the Chamber Business Showcase at Two Rivers Convention Center on October 27th. He also met with the Economic Partners and the Creative Committee on November 3rd and said they are all very engaged.

Councilmember Kennedy read a passage relative to Veterans Day. *"The Soldier stood and faced God, which must always come to pass; he hoped his shoes were shining,*

just as brightly as his brass. Step forward now, you Soldier, How shall I deal with you? Have you always turned the other cheek? To My Church have you been true? The Soldier squared his shoulders and said, No, Lord, I guess I ain't, because those of us who carry guns, can't always be a saint. I've had to work most Sundays and at times my talk was tough, and sometimes I've been violent, because the world is awfully rough.

But, I never took a penny, that wasn't mine to keep... Though I worked a lot of overtime, when the bills got just too steep, and I never passed a cry for help, though at times I shook with fear, and sometimes, God forgive me, I've wept unmanly tears. I know I don't deserve a place among the people here; they never wanted me around except to calm their fears. If you've a place for me here, Lord, it needn't be so grand, I never expected or had too much, but if you don't, I'll understand. There was a silence all around the throne where the saints had often trod as the Soldier waited quietly, for the judgment of his God, Step forward now, you Soldier, you've borne your burdens well, walk peacefully on Heaven's streets, you've done your time in Hell."

He wished all Veterans and their families a happy and thoughtful Veteran's Day.

Councilmember Chazen said he attended two Downtown Development Authority (DDA) meetings in the last few weeks, mostly to discuss their participation in the funding of Las Colonias Amphitheater Project. He attended the Joint Persigo Board Meeting on October 22nd. They had a report from Ratfelis that included a study on rates and reserves. October 24th, there was a meeting of the Homeless and Vagrancy Committee which had Louie Pendleton as a presenter from Salt Lake City who spoke to the success of their "Housing First Plan" program. He attended two auditor review workshops which will be reported on later in the meeting. On November 5th, there is an Economic Development seminar hosted by Associated Governments of Northwest Colorado (AGNC) in Rifle; he reviewed the agenda.

Councilmember Boeschstein said he went to the Colorado Department of Transportation (CDOT) Summit in Denver. The discussion was about automated cars. He noted the Riverfront Commission is very excited about Las Colonias. The Incubator is meeting on November 5th, and at the last meeting they discussed a neighboring parcel that looks like a junkyard. He said he was pleased that the voters approved the dissolution of the Orchard Mesa Sanitation District. He mentioned the Septic Sewer Elimination Program (SSEP).

Council President Norris advised that one of the discussions at the Joint Persigo Board meeting is looking at amending the Persigo Agreement as it is 17 years old. Then she mentioned a Grand Valley Transit (GVT) meeting and the presenters included Kathy Hall and Cindra Scott. Funding is a huge issue for transportation; the local Chambers all attended to address Economic Development and how that affects industry. A north/south corridor was discussed. She attended the Economic Development (ED)

Roundtable on the afternoon of November 4th. There were many City leaders in attendance.

Consent Agenda

Councilmember Kennedy read Consent Calendar items #1 through #4 and then moved to adopt the Consent Calendar. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the October 12, 2015 Workshop and the Minutes of the October 21, 2015 Regular Meeting

2. **North Avenue Catalyst Grant Application for 499 28 ¼ Road**

Vectra Bank has submitted an application for consideration for \$10,000 of the North Avenue Catalyst Grant Program. This is the fifth application for this program to come before the City Council.

Action: Approval of a North Avenue Catalyst Grant Application

3. **North Avenue Catalyst Grant Application for 1320 North Avenue**

Aqua Time has submitted an application for consideration for \$10,000 of the North Avenue Catalyst Grant Program. This is the sixth application for this program to come before the City Council.

Action: Approval of a North Avenue Catalyst Grant Application

4. **Free Holiday Parking Downtown**

The Downtown Partnership has requested free parking in the downtown area again this year during the holiday shopping season. City Staff recommends Free Holiday Parking in downtown, including the first floor of the Rood Avenue parking structure, with the exception of government offices areas and shared-revenue lots.

Action: Vacate Parking Enforcement at Designated, Downtown, Metered Spaces, and Signed Parking from Thanksgiving to New Year's Day, except Loading, No Parking, Handicapped, and Unbagged Meter Spaces Surrounding Government Offices, and in shared Revenue Lots. Free Metered Spaces will be Clearly Designated by Covering the Meters with the Official Red Plastic Bag

*****ITEMS NEEDING INDIVIDUAL CONSIDERATION*******Public Hearing—LOJO Partnership, LLP Alley Rights-of-Way Vacation, Located between S. 7th Street and S. 8th Street on the South Side of South Avenue and Rezone, Located at 821 1st Avenue**

The applicant, LOJO Partnership LLP, requests approval from the City of Grand Junction to vacate north/south, east/west alley rights-of-way located between S. 7th Street and S. 8th Street on the south side of South Avenue, which are no longer needed in anticipation of consolidation of all adjacent properties that the applicant owns. The applicant, also requests to rezone property located at 821 1st Avenue (0.26 +/- acres) from I-1 (Light Industrial) to C-2 (General Commercial) in anticipation of future general commercial development.

The public hearing was opened at 7:45 p.m.

Scott Peterson, Senior Planner, introduced this item and described the location. The applicant held a Neighborhood Meeting on June 16, 2015 with two citizens along with the applicant and the City Project Manager in attendance. No objections to the proposed requests were received. The Planning Commission did recommend approval of the proposal at their October 13th meeting. The applicant requests approval from the City to vacate north/south and east/west alley rights-of-way (approximately 6,786 sq. ft. - 0.156 acres) located between S. 7th Street and S. 8th Street on the south side of South Avenue. These alley rights-of-way have never been improved with either asphalt paving or concrete, but rather serve more as a utility easement for an existing sanitary sewer main and Xcel Energy electric and gas lines. The applicant is requesting to vacate these existing alley rights-of-way in order to consolidate all seven properties that the applicant owns into one, 5.26 acre lot, which also includes the property proposed to be rezoned associated with this request. The requested vacation and rezone is in anticipation of marketing or development of the property. A proposed subdivision application for the consolidation of the seven properties is currently under review administratively by City Staff. The newly created parcel would have two zoning designations ((C-2 (General Commercial) and I-1 (Light Industrial)). As part of the lot consolidation subdivision application, the City is requesting, as a housekeeping item, to change the zoning of the subject property since it is not recommended planning practice to have two separate zoning districts designated on one property. Therefore, prior to recording of the new subdivision plat, changing the zoning designation for the subject property is requested. City water is located within South Avenue, S. 7th Street, and through the middle of the property. City sanitary sewer also bisects the property in two locations (easements have been provided or will be provided with the recording of the proposed subdivision plat). The vacation will not impede traffic and the City will retain easements for the utilities. Staff has determined that the proposal meets all rezone criteria and vacation requirements.

Councilmember Boeschstein said this is a positive step for development in south downtown. He asked Mr. Peterson if there are any utilities in the areas to be vacated. Mr. Peterson said yes and easements will be retained.

There were no public comments. The public hearing was closed at 7:50 p.m.

Council President Norris said she was pleased to see this step being taken for property in the south area of town.

Councilmember Chazen asked if a railroad is adjacent and whether a rail spur could happen. Mr. Peterson said yes there is a railroad; the applicant would have to work with the railroad to get a spur.

Ordinance No. 4682—An Ordinance Vacating Alley Rights-of-Way between S. 7th Street and S. 8th Street on the South Side of South Avenue, Located at 630 S. 7th Street and 735, 737, 741, and 749 South Avenue

Ordinance No. 4683—An Ordinance Rezoning the LOJO Partnership LLP Property from I-1 (Light Industrial) to C-2 (General Commercial), Located at 821 1st Avenue

Councilmember Kennedy moved to adopt Ordinance Nos. 4682 and 4683 on final passage and order final publication of the Ordinances in pamphlet form.

Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Las Colonias Park Amphitheater Grant Request

This is a request to authorize the Interim City Manager to submit a request to the Colorado Department of Local Affairs (DOLA) for a grant for development of Las Colonias Park Amphitheater not to exceed \$1.9 million. The grant is due on December 1, 2015 and final contract award will take place mid-year 2016.

Rob Schoeber, Parks and Recreation Director, presented the history and background. This development will spur the next phase which is a water feature for the Kids in Parks Initiative. The Amphitheater is being designed as a multi-functional venue for small, medium, and large crowds and is surrounded by the perfect backdrop along the Colorado River and adjacent to the Colorado Riverfront Trail. The site and building designs include a 40x60 foot stage with ample back of house amenities such as a dressing room, side wings, restrooms, as well as parking and gently sloped lawn seating. Mr. Schoeber detailed the funding from the various partners. The timeline for the DOLA application to be submitted is December 1st. If awarded they should have the grant by June, 2016, and finish construction in the fall of 2017.

Councilmember Taggart asked about the funding being asked for 2017 and 2018. Mr. Schoeber said some of the funding will come in those years. Councilmember Taggart

asked about the stage facing the right direction considering storm patterns, and will tweaking it affect the grant? Mr. Schoeber said that will not affect the grant. The orientation of the stage came from the architect and the design documents are in process.

Councilmember Kennedy appreciated the work done and he looks forward to this "Pearl" of the Riverfront.

Councilmember Boeschstein also echoed Councilmember Kennedy's comments, and complimented all the partners, especially the Lions Club. This project was a main recommendation of the Economic Development Plan.

Councilmember Chazen asked Mr. Schoeber to explain the split between the Conversation Trust Fund (CTF) and the Open Space Fund dollars. Mr. Schoeber said CTF allotments are from lottery dollars and based on population; CTF funds will be \$219,242 in 2016 - 2018, and the Open Space dollars are \$618,424.

Council President Norris asked if these funds have to be spent specifically on Parks and Recreation projects. Mr. Schoeber confirmed that to be true.

Council President Norris asked if the DOLA grant would be for this project only. Mr. Schoeber responded affirmatively. Council President Norris is concerned about the completion of the Avalon Theatre and felt that there are other smaller projects that need to be completed. She then asked about the watering and the future water project and thought these projects were to be completed before the amphitheater. Mr. Schoeber said the commitment from the Lions Club brought the amphitheater up to a higher priority. Council President Norris asked about parking, traffic, and access. Mr. Schoeber said there are two areas to enter the Park, the existing access off of 7th Street and another off of the Parkway. Council President Norris thoughts are the City is jumping in too deep and too fast, there are too many things that the City isn't able to do.

She is in support of this project, but feels the City can't afford even the ongoing costs at this time. She won't be supporting it; she wants to use these funds to meet other obligations.

Councilmember Chazen, thanked Council President Norris, and stated the purpose of this item is to consider a DOLA grant for \$1,800,000 to help finance the construction of an amphitheater in Las Colonias Park, and read the following statement. *"Before getting into this, I would like to say, again, that I am not opposed to development of the park or construction of an amphitheater. I voted to fund the Las Colonias Master Plan, to approve the Master Plan and to fund the first phase of the Master Plan. Clearly, I support the Las Colonias Master Plan, and like most folks, feel an amenity like the amphitheater, in some form, would be a good thing for the park and development along the river. The issues here is priority. It is no secret this is a tough budget year. Our slowly growing revenues are no match for a long list of important uses."*

- *We continue to underfunding street overlays, the current budget includes only half of what is needed to maintain our streets at current condition.*
- *We are faced with immediate repairs to our municipal water system at a cost that exceeds reserves.*
- *Facility repairs are woefully under-budgeted and we need to build reserves for future fleet replacements.*
- *There is no budget for wage increases and there is no money to restore three officers assigned to traffic enforcement.*
- *We have fee abatements carried over from 2015 totaling close to \$488,000.*
- *We are asking our citizens to pay more for water, sewer and trash services and we are looking at increasing other fees for City services.*
- *We are grappling with cost overruns for current capital projects and important B list capital needs are being pushed into future years.*
- *and the list goes on and on and on.*

This begs the question is now the time to embark on a feel good, multimillion dollar parks project based on a business plan and a market analysis cobbled together at the last minute? I think not. Especially since Council was never fully informed of alternative uses for key financing tools DOLA grants and Conservation Trust Funds (CTF). Reprioritizing our DOLA requests could potentially take pressure off water rate payers and limit the need to borrow for urgent repairs. And using CTF funds for park operating expenses, as is clearly allowed by statute, can free up hundreds of thousands of dollars for alternative use. How and why the Council was misled and misinformed about the uses for these funds is a transparency discussion for another day. But, clearly, this is not the time to embark on a build it and they will come project that will add another \$147,000 of annual operating costs to our budget. Instead, now is the time to stop kicking the can down the street on the important things that need our urgent attention. Now is the time to make some hard choices in a rational, dispassionate manner. And now is the time to set priorities that directs our limited resources toward essential services and infrastructure. I will vote against this grant request. And by doing so, I am voting for a different vision for our City. A vision of fiscal responsibility, and a vision that focuses on the essentials: a safe city with a modern infrastructure capable of supporting profitable businesses that provide meaningful, high paying jobs for our citizens. I can't think of anything more important. Thank you".

Councilmember Kennedy called point of order and stated Council won't reach a four vote consensus and asked if should the Council postpone this item until the other members are present.

City Attorney Shaver said Council can deliberate and continue; it is Council's choice. On resolutions all members must vote, it would take four members to take any action as there must be four votes for a majority of the seven members of Council. There would be no action with a 3 to 2 vote.

Councilmember Kennedy said, in his opinion, this is an important topic and he believes the majority of the citizens want to go forward. He would like to move this item to the next meeting.

Councilmember Chazen asked if there was a quorum present. City Attorney Shaver said yes for doing business but not for voting purposes. Councilmember Chazen called the question.

Resolution No. 45-15—A Resolution Authorizing the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Program for Development of Las Colonias Park Amphitheater

Councilmember Chazen moved to adopt Resolution No. 45-15 and authorize the Interim City Manager to submit a grant request to the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program for development of Las Colonias Park Amphitheater. Councilmember Boeschenstein seconded the motion.

City Attorney Shaver read Section 50 of the Charter and explained his reasoning for needing four votes.

Councilmember Taggart made a motion to move this item to a City Council meeting in two weeks. There was no second, motion failed.

City Attorney Shaver said without the motion or second withdrawn, the Council should vote on the current motion first. A majority has always been a majority of the seven. This is his opinion but Council does not have to adopt that advice.

Roll call on motion, Councilmembers Taggart, Kennedy, and Boeschenstein voted Yes and Councilmember Chazen and Council President Norris voted NO.

There was discussion on whether it is approved with a three vote and if that is an expression of the majority of Council with action to proceed.

Council President Norris said she believes the need of four members to be the voice of this Council.

Councilmember Taggart moved to reconsider the decision at the next Council meeting of November 18, 2015 assuming all members will be present. Councilmember Boeschstein seconded. Motion carried 4 to 1 with Councilmember Chazen voting NO.

The item will be reconsidered at the November 18th City Council Meeting.

Food Services Contract for Two Rivers Convention Center and Avalon Theatre

This award is for the contract of food service to be provided to the Two Rivers Convention Center and Avalon Theatre beginning January 1, 2016 through December 31, 2016.

Stuart Taylor, Two Rivers Convention Center and Avalon Theatre Manager, presented this item and background. Currently the City spends approximately \$325,000 per year on food and related products at Two Rivers Convention Center and Avalon Theatre. Two Rivers Convention Center (TRCC) has contracted with outside vendors for food and paper products for several decades. US Foods, Inc. has been the contractor for the past three years.

Councilmember Chazen said he put this on individual consideration because it is a sole source contract. He supports it but wanted others to have the opportunity to consider this.

Councilmember Taggart indicated he could not support it for that same reason. A local company can provide the paper products and it is a competitive bid, with computerized invoicing, the "extra work" in having two different vendors is not a good argument.

Councilmember Chazen asked if the paper product prices were equivalent between the two vendors.

Jay Valentine, Internal Services Manager, explained it was not a bid, but a Request for Proposals (RFP). Other factors were taken into account such as ordering procedures and delivery. The Staff at TRCC looked at the quantity of paper products in relation to the difference in price and it was determined it was not enough to justify having two vendors.

Councilmember Chazen asked if this RFP could be a split award. Mr. Valentine said the intent was to do a single award, but the language would allow it to be separated into categories. Mr. Valentine explained it was not a sole source.

Council President Norris asked if US Foods will charge a different price for food if they are not awarded the paper products. Mr. Valentine responded no.

Councilmember Kennedy asked if it was known the difference in bids on paper products. Mr. Taylor said approximately \$800. Councilmember Kennedy agreed with Councilmember Taggart on using a local vendor.

Councilmember Kennedy asked if the contract could be amended tonight. City Attorney Shaver said it could be done in the form of a motion.

Councilmember Taggart moved to authorize the Purchasing Division to enter into two contracts, one with US Foods, Inc. of Denver, Colorado and the other with Central Distributing, in the estimated aggregate amount of \$325,000 with US Foods, Inc. (with an approximate amount of \$10,000 to Central Distributing for paper products) for Two Rivers Convention Center and Avalon Theatre. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Contract with M.A. Concrete to Install Conduit on Horizon Drive

The I-70/Horizon interchange reconstruction effort is the keystone project that will lead to overall Horizon Drive improvements. Improvement plans include medians, detached sidewalks, bike lanes, pedestrian crossings, access control, intersection upgrades, and landscaping. The approval of this contract will allow the City of Grand Junction to install multiple conduits for future fiber optic cable for broadband and traffic related essentials while the project is under construction.

Jay Valentine, Internal Services Manager, presented this item and reviewed the Council's previous discussion on allowing the City to participate in broadband activities and directing Staff to implement a broadband strategy. The interchange project is currently under construction so the trenches are open and available for conduit installation.

Councilmember Boeschstein asked if this was not anticipated in the original scope of work. Mr. Valentine said this was not. Councilmember Boeschstein asked if this would be the practice in the future. Mr. Valentine said that will be one of the policies and strategies in the Broadband Master Plan, and provided background of where the City is with broadband and the vote on the override of SB-152. Mr. Valentine said Scott Hockins is on special assignment as the Broadband Special Projects Manager and Mr. Jim Finlayson, Information Technology (IT) Director, were present if there are any detailed technical questions.

Council President Norris clarified that Horizon Drive's plans were put together before the override vote. Mr. Valentine said that is correct. She asked if the plans for North Avenue were also finalized before the override. Mr. Hockins responded that is correct so they asked Engineering to add the conduit into the plans.

Council President Norris inquired about grant funding for North Avenue and other projects. Mr. Hockins said they will look at grant opportunities in the future.

Councilmember Kennedy asked about the \$22,000 and if that will be reimbursed from United Private Networks (UPN) since additional conduit is being installed for their benefit. He was answered affirmatively. He asked what the length of the conduit is. Mr. Hockins said it is approximately ¼ mile long between the two roundabouts.

Councilmember Chazen asked where the \$30,997 was coming from. Mr. Valentine listed all of the savings from the budget on road salts, asphalt, spring clean-up, and other repairs where the funding for this project will be derived. The City will be signing the contract for the whole amount with M.A. Concrete Construction.

Councilmember Taggart believes this is taking on someone else's debt, those monies from UPN should be committed.

Council President Norris asked who will own the conduit. Mr. Hockins said there are three conduits. One will be occupied by City Traffic and City IT, the next by City Broadband, and the third by UPN.

Councilmember Chazen asked why UPN just did not contract separately. Mr. Hockins said the City negotiated a contract with M.A. Concrete Construction and it is really a matter of ease of the project.

City Attorney Shaver explained UPN will not occupy the conduit until they have paid the money.

Council President Norris asked if the conduit the City installs will be leased out and if there will be income associated with this. Mr. Hockins said possibly.

Councilmember Chazen moved to authorize the City Purchasing Division to enter into a contract with M.A. Concrete Construction, Grand Junction, Colorado in the amount of \$81,303. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Selection of Financial Auditor for the City's 2015 Annual Audit

City Council, as the governing body of the City of Grand Junction and serving as the City's Audit Committee, will enter into a multi-year contract which will be subject to annual appropriations with a certified public accounting firm. The contract will be for the provision of audit services including auditing and reporting on the financial statement(s) of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City beginning for the year ending December 31, 2015.

Jay Valentine, Internal Services Manager, presented this item along with the background from two weeks ago of the City's Audit Committee and the interviews. Councilmember Chazen and City Staff conducted interviews of all three auditors. He asked Councilmember Chazen to review that process. Councilmember Chazen recognized the good work of Staff; he then discussed some of the considerations and reasoning behind the recommendation.

Council President Norris asked if this company has worked with Colorado companies. Mr. Valentine said yes, they have Colorado clients with an office in Denver and an office in Salt Lake City. Councilmember Chazen said all their references checked out good.

Councilmember Taggart said that he likes to push local, but respects the process that has been done.

Councilmember Boeschstein moved to select Haynie and Company to conduct the City's annual financial audit for the fiscal year ending December 31, 2015. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

Benjamin Glen, 633 Tamarron, said he has been in Grand Junction for 18 months. He thanked the City Council for their good governance. He is the manager of Western Metals Recycling (used to be Van Gundy's) and extended an invitation to Council to come out for a visit and ask questions anytime about scrap metals. He said that they process 12,000 tons of scrap metal, particularly iron, and about a million pounds of non-ferrous metals from the local market. The company contributes \$30,000 per month in wages to their employees and spends \$100,000 in repairs that stays within the local community. They are a very committed member of the community.

Other Business

There was none.

Adjournment

The meeting adjourned at 9:10 p.m.

Stephanie Tuin, MMC
City Clerk



Attach 2

CITY COUNCIL AGENDA ITEM

Date: 11/12/15

Author: Jodi Romero

Title/ Phone Ext: Financial Operations

Director

Proposed Schedule: November 18, 2015

2nd Reading

Subject: Setting a Hearing for the 2015 Fourth Supplemental Appropriation Ordinance and the 2016 Budget Appropriation Ordinance

Action Requested/Recommendation: Introduction of Proposed Ordinances and Setting a Public Hearing for December 2, 2015

Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

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 and the 2016 proposed budget.

Background, Analysis and Options:

Supplemental appropriations are required to ensure adequate appropriations by fund. If a new project, program or change of to a project or program is authorized by City Council a supplemental appropriation is also required for the legal authority to spend the funds. There have been three previously authorized supplemental appropriations in 2015.

This 2015 supplemental appropriation provides, upon passage of the ordinance, for the following by fund:

General Fund 100 (\$750,312) for the purchase of stretchers \$304,000 {50% grant funded-authorized by City Council on 10/21/15}, the increase in ambulance billing contract as a result of increased revenues \$70,000, increase in Two Rivers Convention Center subsidy \$65,947, and labor vacancy savings adjustment of \$310,365 {public safety over-hires}.

Visitor and Convention Bureau Fund 102 (\$65,947) for the increase in Two Rivers Convention Center subsidy.

Golf Course Fund 305 (\$18,310) for repairs and maintenance of the pro shop.

Joint Sewer Fund 900 (\$308,018) for the diffuser design \$150,000 {related contract authorized by City Council 7/1/15}, sewer improvement district \$100,000

{related contract authorized 7/1/15}, and additional costs associated with the flare and pipe for the biogas project.

The 2016 appropriation ordinance is the legal adoption of the City's budget by the City Council for the upcoming fiscal year. The components of the 2016 budget have been reviewed and discussed during several City Council workshops. In accordance with the Charter the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Financial Operations Director in support of the budget and ordinance are incorporated by this reference as if fully set forth.

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

This action is needed to meet the Plan goals and policies.

How this item relates to the Economic Development Plan:

The appropriation ordinances provide the legal authority for the spending budget of the City. The budget supports and implements the City Council's economic vision and in particular the roles of "providing infrastructure that fosters and supports private investment" as well as "investing in and developing public amenities."

Board or Committee Recommendation:

The City Council has informally deliberated these matters; at the second reading and public hearing the Council will formally consider adoption of the Ordinance as established by the Charter.

Financial Impact/Budget:

The supplemental appropriation ordinance, the 2016 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

Legal issues:

The ordinance has been drawn, noticed, and reviewed in accordance with the Charter.

Other issues:

None known at this time.

Previously presented or discussed:

The 2016 City Budget has been developed with the City Council during budget workshops on July 13th, August 31st, September 25th and 28th, October 5th, 12th, 19th, and 26th, and November 9th.

Attachments:

Proposed Fourth Supplemental Appropriation Ordinance for 2015 Budget
Proposed 2016 Budget Appropriation Ordinance

ORDINANCE NO. ____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2015
BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2015, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General	100	\$ 750,312
Visitor & Convention Bureau	102	\$ 65,947
Golf Course	305	\$ 18,310
Joint Sewer System	900	\$ 308,018

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2015.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM
this ____ day of _____, 2015.

President of the Council

Attest:

City Clerk

ORDINANCE NO. ____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2016, and ending December 31, 2016, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 66,889,791
Enhanced 911 Fund	101	\$ 3,122,291
Visitor & Convention Bureau Fund	102	\$ 2,230,592
D.D.A. Operations	103	\$ 399,554
CDBG Fund	104	\$ 378,250
Parkland Expansion Fund	105	\$ 232,657
Conservation Trust Fund	110	\$ 514,405
Sales Tax CIP Fund	201	\$ 18,428,691
Storm Drainage Fund	202	\$ 200,000
D.D.A. Capital Improvements	203	\$ 1,085,804
Transportation Capacity Fund	207	\$ 2,038,100
Water Fund	301	\$ 8,585,406
Solid Waste Removal Fund	302	\$ 3,655,900
Two Rivers Convention Center Fund	303	\$ 2,563,951
Golf Courses Fund	305	\$ 1,950,317
Parking Authority Fund	308	\$ 510,657
Ridges Irrigation Fund	309	\$ 258,933
Information Technology Fund	401	\$ 7,570,978
Fleet and Equipment Fund	402	\$ 5,872,844
Self Insurance Fund	404	\$ 3,004,296
Communication Center Fund	405	\$ 7,037,592
Facilities Management Fund	406	\$ 2,877,979
General Debt Service Fund	610	\$ 6,887,703
T.I.F. Debt Service	611	\$ 1,935,835
Ridges Debt Service Fund	613	\$ 16,747
GJ Public Finance Corp Fund	614	\$ 531,905
Cemetery Perpetual Care Fund	704	\$ 8,808
Joint Sewer Operations Fund	900	\$ 15,458,977

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2015.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2015.

President of the Council

Attest:

City Clerk



Attach 3

CITY COUNCIL AGENDA ITEM

Date: November 6, 2015

Author: Shelly Dackonish

Title/ Phone Ext: Sr. Staff Attorney,
x4042

Proposed Schedule: Nov. 18, 2015

2nd Reading: Dec. 2, 2015

File # (if applicable): n/a

Subject: Inclusion of Property Located at 236 Main Street (Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District

Action Requested/Recommendation: Set a Hearing on December 2, 2015 for all Persons Having Objections to Appear and Show Cause why the Verified Petition for Inclusion of Property Into the Downtown Grand Junction Business Improvement District Should Not be Granted

Presenter(s) Name & Title: Allison Blevins, Co-Director, Downtown Grand Junction Business Improvement District

Executive Summary:

Western Hospitality, LLC petitions the City Council to include its property located at 236 Main Street (known as the Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District.

Background, Analysis and Options:

The Downtown Grand Junction Business Improvement District (District) was formed by the City Council on August 17, 2005 by Ordinance No. 3815, in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). It was first formed for a term of ten years, and then extended to a term of twenty years by Ordinance No. 4651 on December 17, 2014. The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural. The District was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Western Hospitality, LLC is the owner of that certain real property located at 236 Main Street known as the Marriott SpringHill Suites Hotel, which property is described in the attached Verified Petition (the Property) executed by Kevin Reimer, Manager. The Property abuts the boundary of the District and is not classified for property tax purposes as either agricultural or residential. Western Hospitality, LLC desires to be included in the District and to be subject to the rights and obligations thereof. The Board of Directors of the District (Board) desires to expand the District boundaries to include the Property. A map of the District's current boundaries is attached.

Section 31-25-1220 of the Colorado Revised Statutes provides that the boundaries of a business improvement district can be changed to include property upon the property owner's request so long as the inclusion will not impair the organization or its rights, contracts, obligations, liens or charges. The Board has found that inclusion of the Property will not impair the rights, contract, obligations, liens or charges of the District, and that the District will benefit from inclusion of the Property. City Staff concurs and recommends inclusion of the Property into the District boundaries.

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

It is a key concept of the Comprehensive Plan to enhance the City Center by, among other things, maintaining and expanding a strong downtown. The District provides resources to promote business activity in the area and to improve the economic vitality and overall commercial appeal of the Downtown area, including among other things by participating and promoting downtown special events, and inclusion of the Property will enhance the District's financial resources. Therefore inclusion of the Property will help the City maintain and expand a strong downtown.

How this item relates to the Economic Development Plan:

Inclusion of the Property into the District will help the District to fulfill its mission of improving the economic vitality and overall commercial appeal of the Downtown area. This furthers the City's goals of marketing the City as a destination for tourists, supporting existing businesses, fostering a dynamic and business-oriented atmosphere and partnering with / promoting special events in the community.

Board or Committee Recommendation:

The Downtown Grand Junction Business Improvement District Board recommends expanding the District boundaries to include the Property.

Financial Impact/Budget:

Since the District levies its own taxes and assessments, the inclusion of the Property into the District boundaries will not have a financial impact on the City or its budget. The revenue amount to the BID is \$1,744.13, starting in 2016.

Legal Issues: The City Attorney has reviewed and approved the form of the petition and ordinance.

Attachments:

Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District
Map of Downtown Grand Junction Business Improvement District boundaries
Ordinance

**VERIFIED PETITION FOR INCLUSION OF PROPERTY
INTO THE
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT**

TO: City Council, City of Grand Junction, Colorado

The undersigned, Western Hospitality, LLC, a Colorado limited liability company, ("Petitioner"), the owner of the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado, hereby respectfully petitions the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the following described property into the Downtown Grand Junction Business Improvement District ("the District"):

Marriott SpringHill Suites Hotel 236 Main Street, Grand Junction, CO. 81501.

(the "Property")

The Petitioner hereby requests that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments and other obligations of the District.

The Petitioner hereby represents to the City Council and verifies that it is the owner of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

Petitioner/Property Owner:

WESTERN HOSPITALITY, LLC, a Colorado limited liability company

By:

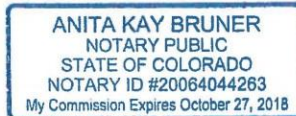

Kevin Reimer

Address: 236 Main Street Grand Junction, CO. 81501

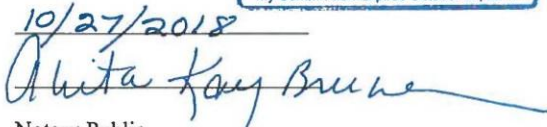
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 02 day of
Sept., 2015 by Kevin Reimer as Manager
of WESTERN HOSPITALITY, LLC, a Colorado limited liability company.

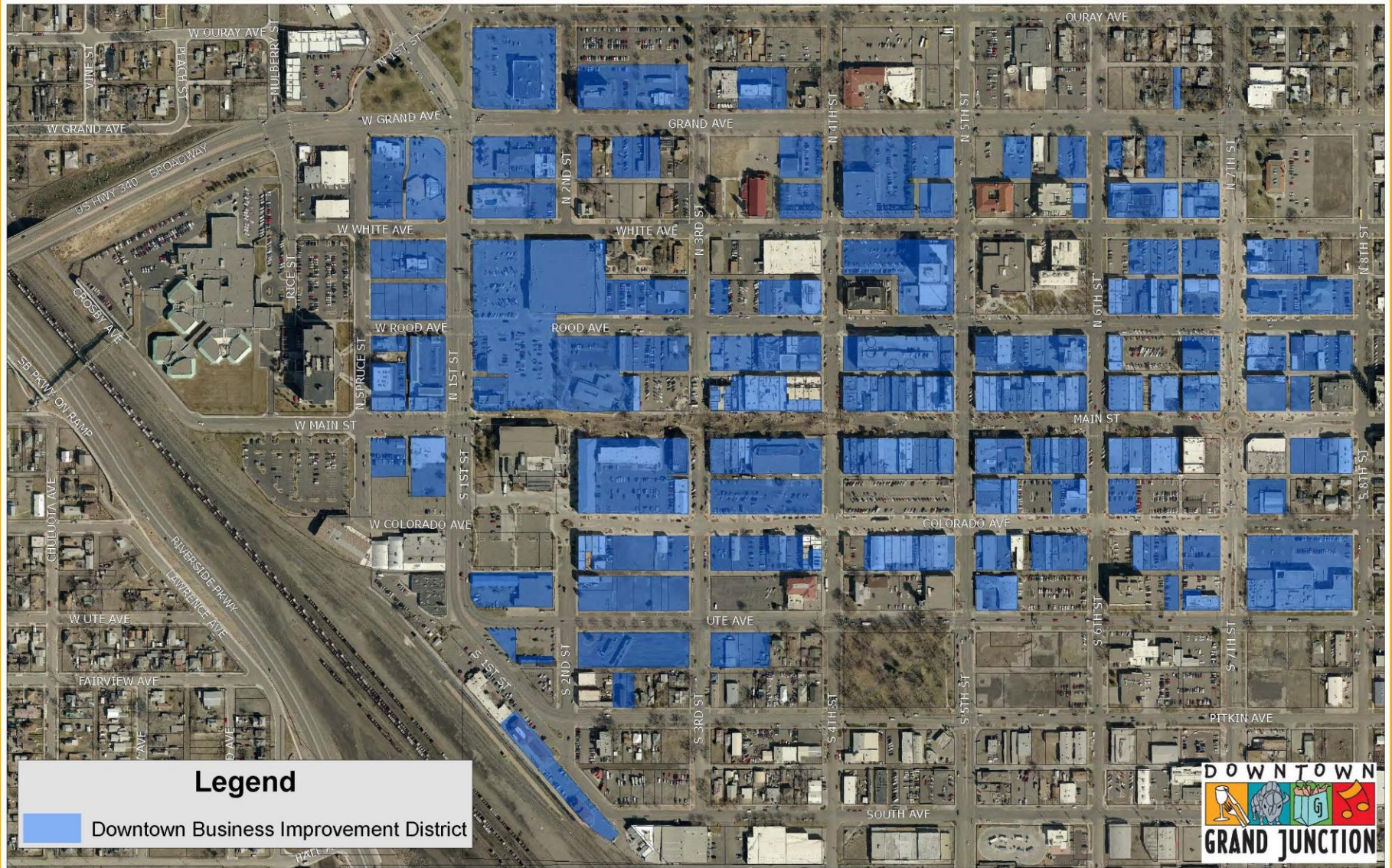
Witness my hand and official seal.



My commission expires:

10/27/2018

Notary Public

BUSINESS IMPROVEMENT DISTRICT



ORDINANCE NO. _____

**AN ORDINANCE EXPANDING THE BOUNDARIES OF THE DOWNTOWN
GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT TO INCLUDE
SPRINGHILL SUITES, 236 MAIN STREET**

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 on August 17, 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 on December 17, 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Western Hospitality, LLC owns real property in the Downtown area at 236 Main Street known as the Marriott SpringHill Suites Hotel which it seeks to have included into the boundaries of the District. Western Hospitality, LLC has submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundaries to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. §31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

The Petitioner owns the Property requested to be included;

The Petition is sufficient;

The Property is not classified for property tax purposes as either agricultural or residential;

The District will not be adversely affected by the inclusion of the Property;

The failure of persons to appear and show cause against inclusion of the Property into the boundaries of the District is deemed to be assent on their part to the inclusion;

No cause has been shown that the Property should not be included;

Expansion of the boundaries of the District to include the Property furthers the goals and policies of the Comprehensive Plan and the Economic Development Plan and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

LOTS 17 THRU 23 INCL BLK 101 CITY OF GRAND JUNCTION SEC 14 1S 1W INC
VAC ALLEY ROW AS DESC IN B-5052 P-268 MESA CO RECORDS -0.53AC

Address: 236 Main Street, Grand Junction, Colorado 81501

Parcel Number: 2945-143-14-022

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

Said property shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the district outstanding at the time of inclusion.

Introduced on first reading this _____ day of _____ 2015
and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____ 2015
and ordered published in pamphlet form.

Phyllis Norris
President of the City Council

ATTEST:

Stephanie Tuin
City Clerk



Attach 4

CITY COUNCIL AGENDA ITEM

Date: October 29, 2015

Author: Jodi Romero

Title/ Phone Ext: 1515

Proposed Schedule: November 18th, 2015

2nd Reading

(if applicable): _____

File # (if applicable): _____

Subject: Rates and Fees Effective January 1, 2016

Action Requested/Recommendation: Adopt the Resolution Setting Rates and Fees for Water, Wastewater, Solid Waste, Ambulance, Fire, Parks, Recreation, and Municipal Court

Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

Consider proposed rate and fee changes which would be effective January 1, 2016 for Water, Wastewater, Solid Waste, Ambulance, Fire, Parks, Recreation and Municipal Court. The adopted fees would be incorporated into the revenues of the 2016 proposed budget.

Background, Analysis and Options:

The following provides a summary of the increases and/or changes to rates and fees. The attached resolution provides detail changes and resulting proposed 2016 amounts.

Utilities: Based in part on a professional comprehensive financial plan review and rate study for the water and wastewater utilities, the following rate changes are proposed:

City Water System - Recommended \$1.50 increase in the minimum water rate per 3,000 gallons. Recommended increase in the commodity rates for the three levels of water consumption above the minimum 3,000 gallons; increase \$0.20 for first level, \$.25 for second level and \$.30 for the third level. The increases will help fund major capital projects, such as repairs to Purdy Mesa reservoir, water plant upgrades and waterline replacement.

Kannah Creek Water System - Recommended \$1.50 increase in the minimum water rate per 3,000 gallons. Recommended increase in the commodity rates for the three levels of water consumption above the minimum 3,000 gallons; increase \$0.40 for first level, \$.45 for second level and \$.55 for the third level. The increases will help fund programmed system improvements.

Wastewater - Recommended \$2 increase per single family residential equivalent unit (EQU) to cover the cost of the sewer line replacement program and major capital such as the effluent diffuser.

The \$76 increase in the plant investment fee (PIF) per EQU reflects a 3% increase in the system value as implemented during the 2006 sewer rate study. The PIF is established on the “buy in method” in which new development pays for existing capacity in the waste water plant and collection system based on a current value of the affected infrastructure.

Solid Waste - Recommended increases in Solid Waste rates ranging from \$.40 for 1-64 gallon trash container to \$5.74 for an 8 cubic yard dumpster. Increases are needed to cover the costs of ongoing operating expenses.

Fire:

Ambulance Transport – By prior resolution the City Council established ambulance transport fees in accordance with and pursuant to the Mesa County EMS standards. For 2016 the City Council affirms the prior action of that resolution.

Ambulance Services – In order to keep pace with increased costs of providing medical services the following changes are proposed. Recommended increases: \$4 more per mile for ground mileage; \$50 more for flight team only flat fee; new treat and release flat fee of \$100; Advanced Life Support and Basic Life Support standby fees ranging from \$25 to \$60 more per hour based on level of services provided. Rates for standby fees have not been changed since 2010. The mileage rate was last changed in 2013.

Fire Prevention Services – In order to recoup more of the cost of providing these non-emergency fire services the following changes are proposed. Recommended change to plan review fees from a per hour rate to a flat fee based on the type of review and the size of the building or number of devices for fire alarm and fire sprinkler system plan reviews. Increase in inspection permits and burn permits ranging from \$10 to \$50 more per permit, as well as establishing a penalty fee for performing work without obtaining a permit.

Parks & Recreation: In order to recover more of the cost of providing recreation facilities and services the following changes are proposed.

Cemetery – Recommended 2% increase in Grave Space and Grave Opening and Closing Fees.

Grass Area (used for special events) – Recommended \$100 per day increase in fees.

Hospitality Suite – Recommended increase rental fee of \$25 more per hour and include rental of AV equipment in this fee instead of charging separately.

Pools – Recommended increase in rental fee for private party of \$10 more per hour. Recommended increase in pool and water slide rental of \$15 more per hour.

Shelters – Recommended increase of 20% for rentals taking place during prime season (May 1 – September 15). Recommended new fee for water use when renting shelter of \$5 more per hour.

Stadiums – Recommended athletic use fee change from per game/event fee to \$50 per hour fee with a four hour minimum. Recommended non-athletic public use fee change from per day fee to \$75 per hour fee with a four hour minimum.

Trails – Recommended \$100 per event increase in fees.

Forestry – Recommended increase in annual forestry license fee of \$25 more per license. This fee has not increased since 1981.

Golf – Recommended change in season tickets to consolidate three annual pass rates into one. The GJ Golf Discount season ticket rate will be \$375. Junior pass is eliminated. Increase in golf cart fees of \$1 more per 18 holes or \$10 more per cart pass.

Swimming – Due to the shortened summer season, recommended decrease in the summer swim passes of \$11 per pass. Increase in punch cards of \$4 more per card and \$2.5 more for water aerobics punch card. Recommended increase in shower use fee of \$.50 more per use. Recommended increase in daily admissions and tube rental of \$.25 more per day. Daily admission fees to the pools have not changed since 2007.

Municipal Court: In order to recoup more of the costs of providing the administrative services associated with municipal court operations, the following increases are recommended; \$5 more in trial costs; \$10 more in court costs, deferred judgment fee, and diversion fees. Establishment of traffic diversion fees which are dependent on points assessed on the violation and range from \$215 to \$470.

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

This action is needed to meet the plan goals and policies of Public Works and Utilities Department, Fire Department, Parks and Recreation Department, and Municipal Court.

How this item relates to the Economic Development Plan:

This action sets rates and fees that provide revenue to support capital infrastructure in utilities as well as service delivery for public safety and recreation to further develop the City's public amenities as identified in the Economic Development Plan.

Board or Committee Recommendation:

The Parks Improvement Advisory Board supports the proposed rate and fee changes for Parks and Recreation. The Board of County Commissioners and City Council supports the sewer rate changes as discussed at the Joint Persigo meeting on October 22nd, 2015.

Financial Impact/Budget:

The revenue impact of these rate increases are reflected in the 2016 proposed revenue budgets for Water, Joint Sewer Fund, Solid Waste Fund, and General Fund.

Legal issues:

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

Other issues:

No other issues identified.

Previously presented or discussed:

Rates and fee changes were discussed by City Council at budget workshops on October 5th, 12th, 26th and November 9th, as well as the Joint Persigo meeting on October 22nd.

Attachments:

Proposed Resolution

RESOLUTION NO. ____-15

**A RESOLUTION ADOPTING FEES AND CHARGES FOR WATER, WASTEWATER,
SOLID WASTE, AMBULANCE, FIRE, PARKS, RECREATION, AND MUNICIPAL
COURT**

Recitals:

The City of Grand Junction establishes rates for utility service, ambulance service, fire service, parks, recreation, and municipal court on a periodic basis, and by this resolution, the City Council establishes these rates to implement decisions made in the long-term financial plans for the Utilities, Fire, Parks and Recreation, and Administration Departments.

Now, therefore, be it resolved that:

Effective January 1, 2016 rates for utility services, ambulance service, fire services, parks, recreation, and municipal court change according to the following schedule.

Water			
System-Description	2015 Current	2016 Proposed	Change
City Water System			
0 - 3,000 Gallons	\$15.00	\$16.50	\$1.50
3,000 - 10,000 Gallons (per 1,000)	\$2.15	\$2.35	\$0.20
10,000 - 20,000 Gallons (per 1,000)	\$2.55	\$2.80	\$0.25
>20,000 Gallons (per 1,000)	\$2.95	\$3.25	\$0.30
Kannah Creek Water System			
0 - 3,000 Gallons	\$39.50	\$41.00	\$1.50
3,000 - 10,000 Gallons (per 1,000)	\$4.10	\$4.50	\$0.40
10,000 - 20,000 Gallons (per 1,000)	\$4.90	\$5.35	\$0.45
>20,000 Gallons (per 1,000)	\$5.70	\$6.25	\$0.55

Wastewater			
Description	2015 Current	2016 Proposed	Change
Per Residential Equivalent Unit (EQU)	\$19.60	\$21.60	\$2.00
Plant Investment Fee Per EQU	\$4,244	\$4320	\$76

Solid Waste			
Automated Monthly Container Prices	2015 Current	2016 Proposed	Change
1-64 Gallon Container	\$10.85	\$11.25	\$0.40
1-96 Gallon Container	\$13.75	\$14.25	\$0.50
2-64 Gallon Container	\$16.61	\$17.21	\$0.60
1-64, 1-96 Gallon Container	\$19.51	\$20.21	\$0.70
2-96 Gallon Container	\$22.42	\$23.23	\$0.81
Commercial Monthly Dumpster Prices			
1-2 Cubic Yard - Pick-Up 1 Time Per Week	\$57.88	\$59.95	\$2.07
1-4 Cubic Yard - Pick-Up 1 Time Per Week	\$93.75	\$97.13	\$3.38
1-6 Cubic Yard - Pick-Up 1 Time Per Week	\$126.84	\$131.41	\$4.57
1-8 Cubic Yard - Pick-Up 1 Time Per Week	\$159.52	\$165.26	\$5.74

Ambulance Services			
	2015 Current	2016 Proposed	Change
Ground Mileage (per mile)	\$15.00	\$19.00	\$4.00
Flight Team Only (flat fee)	\$150.00	\$200.00	\$50.00
Treat and Release (flat fee)	new	\$100.00	\$100.00
Standby ALS* with Ambulance & Crew (per hour)	\$100.00	\$150.00	\$50.00
Standby ALS* Person Only (per hour)	\$50.00	\$75.00	\$25.00
Standby BLS* with Ambulance & Crew (per hour)	\$80.00	\$140.00	\$60.00
Standby BLS* Person Only (per hour)	\$40.00	\$70.00	\$30.00
<i>*ALS=Advanced Life Support, BLS=Basic Life Support</i>			

Ambulance Transport: See attached copy of Resolution No. 33-10 and the current (2015/2016) fee schedule. 2016/2017 Fees will be established by the County on or about April 1, 2016.

Fire Services		
New Building Review Fee	2015 Current	2016 Proposed
1-15,000 square feet	\$50 per hour/\$50 each inspection	\$150 flat fee/\$50 each inspection
>15,000 square feet	\$50 per hour/\$50 each inspection	\$150 plus \$.04 per square feet >15,000/\$50 each inspection
Tenant Finish Plan Review Fee		
1-200 square fee	\$50 per hour/\$50 each inspection	\$25 flat fee (includes inspections)
201-500 square feet	\$50 per hour/\$50 each inspection	\$50 flat fee/\$50 each inspection
501-15,000 square feet	\$50 per hour/\$50 each inspection	\$100 flat fee/\$50 each inspection
>15,000 square feet	\$50 per hour/\$50 each inspection	\$150 plus \$.04 per square feet >15,000/\$50 each inspection
Fire Alarm Plan Review Fee		

System modification	\$50 per hour/\$50 each inspection	\$50 flat fee = < 5 devices/\$50 each inspection
Fire alarm system	\$50 per hour/\$50 each inspection	\$150 plus \$1.50 per device/\$50 each inspection
Fire Sprinkler Plan Review Fee		
System modification	\$50 per hour/\$50 each inspection	\$50 flat fee (= < 20 heads)/\$50 each inspection
Fire alarm system	\$50 per hour/\$50 each inspection	\$150 plus \$1.50 per device/\$50 each inspection
Miscellaneous Permits		
Misc./Special/Extra Inspections	\$50.00 per trip	\$75 per trip
Fire Flow	\$50 witness test	\$75 witness test
Hood extinguishing system	\$50 per hour/\$50 each inspection	\$100 flat fee/\$50 each inspection
Spray booth	\$50 per hour/\$50 each inspection	\$100 flat fee/\$50 each inspection
Install above-ground tanks	\$50 per hour/\$50 each inspection	\$100 flat fee/\$50 each inspection
Install underground tanks	\$50 per hour/\$50 each inspection	\$75 flat fee/\$50 each inspection
Remove underground tanks	\$50 per hour/\$50 each inspection	\$75 flat fee/\$50 each inspection
LP gas installation	\$50 per hour/\$50 each inspection	\$100 flat fee/\$50 each inspection
Explosives of blasting agents	\$200 per permit	\$250 per permit
High-piled storage	\$50 per permit	\$100 per permit
Spray finishing	\$50 per permit	\$100 per permit
Tents/air-supported structures	\$75 per permit	\$100 per permit
Burn permit	\$15 both seasons	\$25 both season
Bonfire permit	new	\$25 per permit
Fireworks sales	\$75 per permit	\$100 per permit
Fireworks public displays	\$75 per permit	\$100 per permit
Work performed without obtaining permit	new	Double regular fee

Parks and Recreation			
Cemetery	2015 Current	2016 Proposed	Change
Columbarium	\$1,227.00	\$1,252.00	\$25.00
Cremation Garden	\$435.00	\$444.00	\$9.00
Cremation Memorial Boulder – Large	\$1,227.00	\$1,252.00	\$25.00
Cremation Memorial Boulder – Small	\$559.00	\$570.00	\$11.00
Infant / Baby Cemetery	\$151.00	\$154.00	\$3.00
Memorial Tree	\$337.00	\$344.00	\$7.00
Regular Grave Space	\$975.00	\$995.00	\$20.00
Scattering Garden	\$438.00	\$447.00	\$9.00
Adult Grave Opening/Closing	\$1,104.00	\$1,126.00	\$22.00
Child Grave Opening/Closing	\$530.00	\$541.00	\$11.00
Disinterment – Full Size	\$1,258.00	\$1,283.00	\$25.00
Disinterment – Infant	\$629.00	\$642.00	\$13.00
Cemetery - continued	2015	2016	Changes

	Current	Proposed	
Infant Grave Opening/Closing	\$445.00	\$454.00	\$9.00
Re-internment	\$610.00	\$622.00	\$12.00
Staff Over-time	\$315.00	\$321.00	\$6.00
Urn Opening/Closing	\$445.00	\$454.00	\$9.00
Facilities			
Grass Areas (per day charge)	150.00	250.00	100.00
Hospitality Suite Rental Fee (per hour)	\$75.00	\$100.00	\$25.00
Hospitality Suite AV Equipment (flat fee)	\$50.00	included	(\$50.00)
Shelter – Small (change will be assessed during prime season) Per hour fee – 4 hour minimum	\$12.50	\$15.00	\$2.50
Shelter – Med (change will be assessed during prime season) Per hour fee – 4 hour minimum	\$13.75	\$16.50	\$2.75
Shelter – Large (change will be assessed during prime season) Per hour fee – 4 hour minimum	\$15.00	\$18.00	\$3.00
Shelter – XL (change will be assessed during prime season) Per hour fee – 4 hour minimum	\$18.75	\$22.50	\$3.75
Water Use at Lincoln Park and Canyon View Shelters (per hour)	new	\$5.00	\$5.00
Stadium – Athletic (new fee requires 4 hr min)	\$175.00 (per event)	\$50.00 (per hour)	\$25.00 (per 4 hrs)
Stadium – non athletic, public (new fee requires 4 hr min)	\$250.00 (per day)	\$75.00 (per hour)	\$50.00 (per 4 hrs)
Trails (per event fee)	\$150.00	\$250.00	\$100.00
Lincoln Park Private Party Rental (0-50 people) (per hour)	\$140.00	\$150.00	\$10.00
Orchard Mesa Private Party Rental (0-50 people) (per hour)	\$140.00	\$150.00	\$10.00
Lincoln Park Pool & Waterslide Rental (2 hours, 0-50 people) (per hour)	\$225.00	\$240.00	\$15.00
Orchard Mesa Pool & Waterslide Rental (1 hours, 0-50 people) (per hour)	\$210.00	\$225.00	\$15.00
Forestry			
Annual Forestry License Fee	\$50.00	\$75.00	\$25.00
Golf-Season Tickets			
Unlimited	\$430.00	\$375.00	(\$55.00)
Limited	\$345.00	\$375.00	\$30.00
Limited-Junior	\$75.00	\$0	(\$75.00)
Green Fees with Season Ticket-9 Holes-Limited Junior	\$3.00	\$0	(\$3.00)
Green Fees with Season Ticket-18 Holes-Limited Junior	\$5.00	\$0	(\$5.00)
Cart with 18 Holes (per rider)	\$15.00	\$16.00	\$1.00
Cart Pass	\$260.00	\$270.00	\$10.00

Municipal Court Fees			
	2015 Current	2016 Proposed	Change
Trial Costs Upon Finding of Guilt	\$45.00	\$50.00	\$5.00
Court Costs	\$25.00	\$35.00	\$10.00
Deferred Judgment Fee	\$25.00	\$35.00	\$10.00
Diversion Fee	\$25.00	\$35.00	\$10.00
Traffic Diversion 0 Points (combined cost)	new	\$215.00	\$215.00
Traffic Diversion 1-4 Points (combined cost)	new	\$270.00	\$270.00
Traffic Diversion 5 or More Points (combined cost)	new	\$470.00	\$470.00

PASSED and ADOPTED this ____ day of _____, 2015.

 President of the Council
 Attest:

 City Clerk

RESOLUTION NO. 33-10

A RESOLUTION AMENDING AMBULANCE FEES IN THE CITY OF GRAND JUNCTION, COLORADO AND CREATING A MECHANISM FOR THOSE FEES TO INCREASE AS INCREASES ARE APPROVED BY MESA COUNTY

Recitals.

In February 2006 the City Council and the Mesa County Board of Commissioners established the City as the ambulance service provider for the designated City Ambulance Service Area (ASA). The City ASA was established in accordance with Resolution 2004-220-2 (Mesa County EMS Resolution).

By and through the Mesa County EMS Resolution Mesa County regulates *inter alia* the fees that may be charged by the ambulance service providers operating in the County, including the City operating within the City ASA. The Mesa County EMS Resolution provides that ambulance transport fees are adjusted in March of each year. The adjustments are based on the National Consumer Price Index (CPI) over the most recent 12 month period.

Currently the City implements changes to its ambulance transport fees as part of its annual budget adoption in December of each year. Because the City's fees become effective early January of each year those fees are different than the County authorized fees for a period of at least nine months. That difference causes confusion and results in the City's fees being less than authorized for a majority of a year.

With this Resolution the City, by and through the Grand Junction Fire Department, will be authorized to charge the most current Mesa County ambulance transport fees at the time the fees are set and going forward the City Council authorizes the Fire Department to adjust and implement its ambulance transport fees on the schedule set by the County resolution.

The City Council does desire to review the ambulance fees during its budget deliberations and accordingly does hereby request the City Manager to provide information about the ambulance fees (such as percentage change) during the City's annual budget process. Notwithstanding such review the terms of this Resolution shall control unless or until this Resolution is amended or rescinded.

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

1. The City of Grand Junction, Grand Junction Fire Department ambulance transport fees shall be set in accordance with the fees set annually by the Mesa County EMS Resolution.
2. The ambulance transport fees for the balance of 2010 shall be increased in accordance with the following schedule (attached). The fees provided for in the schedule shall become effective immediately.

3. Fees set by prior resolution that are in conflict with this resolution are hereby repealed and all other fees not in conflict or specifically allowed shall be set in accordance with the maximum allowable rates in the Mesa County EMS Resolution.

All other terms of any other applicable resolution not modified herein shall remain in full force and effect.

PASSED AND ADOPTED this 16th day of August, 2010.

/s/: Teresa A. Coons
President of the Council

ATTEST:

/s/: Stephanie Tuin
City Clerk

Service	Fee
Advanced Life Support (ALS)	\$851.00
Basic Life Support (BLS)	\$624.00
ALS Critical Care Transport	\$927.00
BLS Critical Care Transport	\$709.00

Current (2015/2016) Fee Schedule:

Mesa County Sheriff's Office

Sheriff Matt Lewis

215 Rice Street
P.O. Box 20,000
Grand Junction, CO 81502

970-244-3500 Phone
970-244-3503 Fax
www.sheriff.mesacounty.us



Chief,

In accordance with the Mesa County EMS Resolution and the CPI formula, an annual review of maximum ambulance rates has been conducted. This review was conducted in February 2015 using the most recent calendar year Consumer Price Index data (January - December 2014). This review indicated a 2.76% increase in maximum ambulance rates. The following table illustrates the CPI factors that are considered and how the increase is calculated.

CPI Factor	% Change	Ratio	Adjustment
+All Items	0.8	0.2	0.16
Transportation	1.7	0.4	0.68
Medical Care	4.8	0.4	1.92
Total Adjustment			2.76

The following schedule of maximum ambulance rates becomes effective April 1, 2015.

Service	New Maximum Rate
Advanced Life Support (ALS)	\$1007
Basic Life Support (BLS)	\$739
ALS Critical Care Transport	\$1098
BLS Critical Care Transport	\$839
Critical Care / Specialty Care	\$3348

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael D. Hill".

Michael D. Hill, B.S., EMT-P
Mesa County EMS System Coordinator
Mike.Hill@mesacounty
970-255-5078



Attach 5

CITY COUNCIL AGENDA ITEM

Date: 11-06-2015
Author: Trent Pral |
Title/ Phone Ext: Engineering
Manager, 970-256-4047
Proposed Schedule: Wednesday,
November 18, 2015
2nd Reading (if applicable): N/A
File # (if applicable): _____

Subject: Right-of-Way Conveyance for the U.S. Highway 50 Resurfacing Project

Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to donate a 9.41 square feet of City Property Located at the southeast corner of 5th St (Hwy 50) and South Ave to the Colorado Department of Transportation for Construction of Concrete Improvements

Presenter(s) Name & Title: Greg Lanning, Public Works Director
Trent Prall, Engineering Manager

Executive Summary:

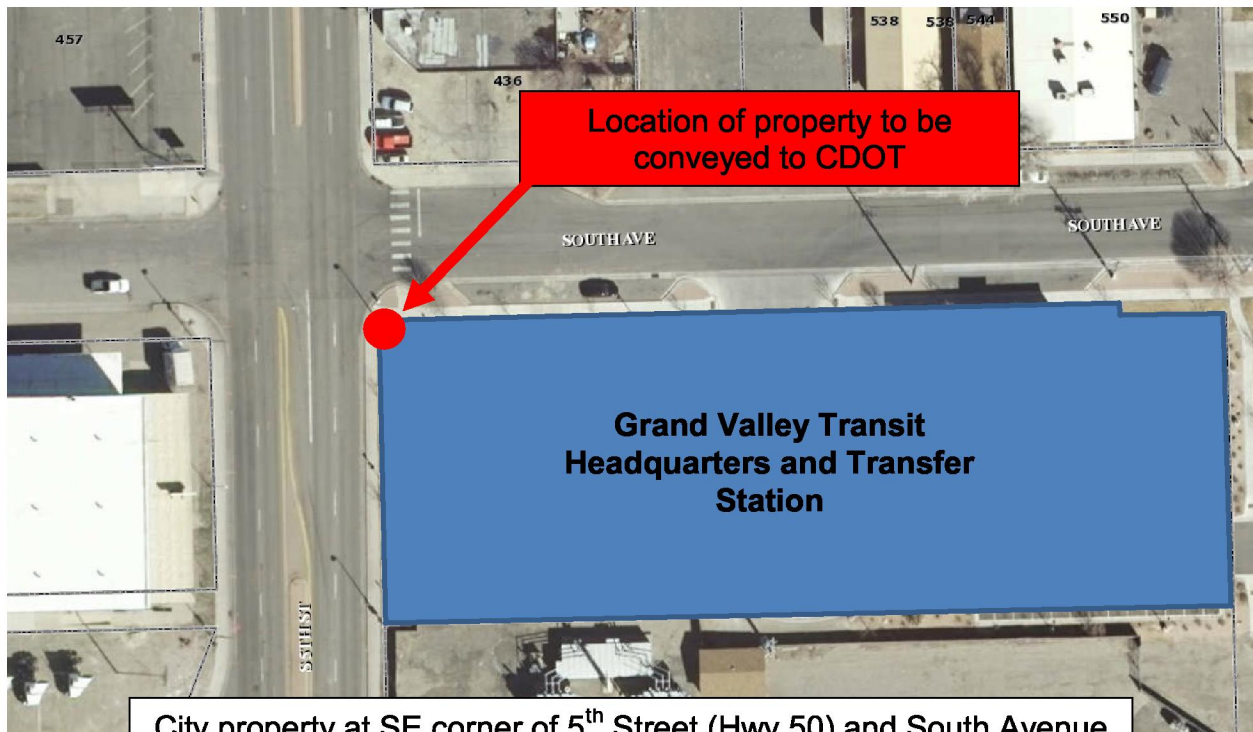
The Colorado Department of Transportation (CDOT) will resurface State Highway 50 from South Avenue to 29 Road within the limits of the City of Grand Junction in the Spring and Summer of 2016. As part of the work, there will be small upgrades to access ramps along the corridor as required by the American with Disabilities Act (ADA). CDOT needs to acquire a small piece of right-of-way and a temporary construction easement from the City in order to proceed with the work.

Background, Analysis and Options:

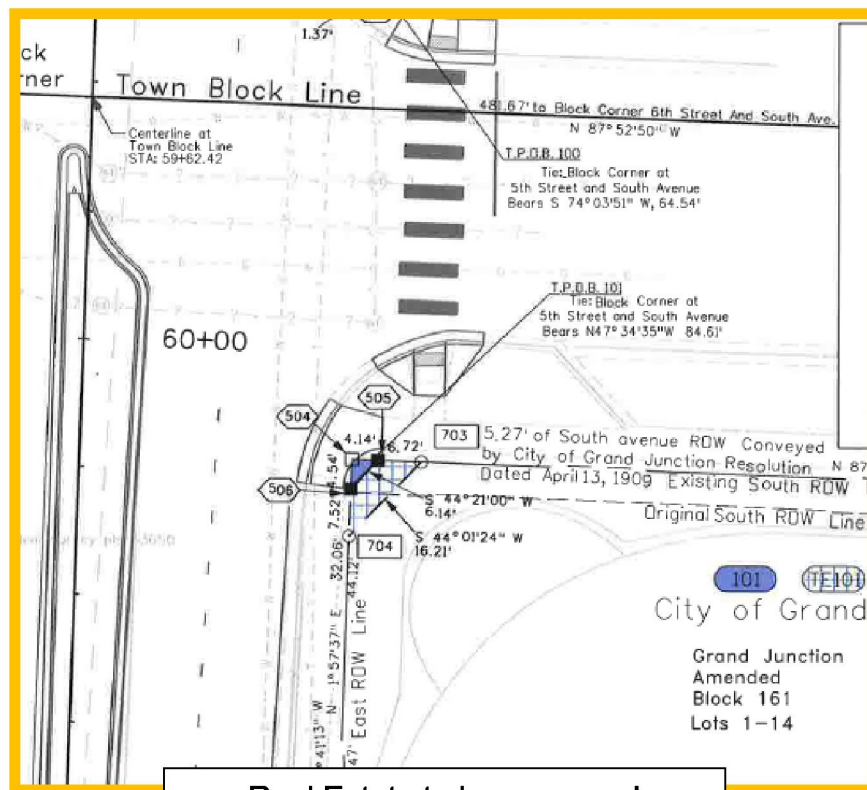
The Colorado Department of Transportation (CDOT) has designed and will be implementing Project No. NHPP 0501-065 to resurface State Highway No. 50 from South Avenue to 29 Road within the limits of the City of Grand Junction (CDOT Project).

In conjunction with the CDOT Project, CDOT is required to install curb ramps in compliance with ADA standards at intersections with city streets. CDOT proposes to incorporate best practices for curb ramps to meet the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (ADA Standards).

The ADA Standards proposed by CDOT requires the acquisition by CDOT of 9.41 square feet of right-of-way from City property located at the southeast corner of South Avenue and State Highway No. 50, also known as South 5th Street. The right-of-way required by CDOT is identified as CDOT Parcel No. 101.



City property at SE corner of 5th Street (Hwy 50) and South Avenue
leased to Grand Valley Transit



Real Estate to be conveyed

Schedule for the project is for design to be complete by Fall 2015, followed by construction in the Spring and Summer of 2016.

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

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

The project relates to the Comprehensive Plan by meeting the following policies:

Policy A – Design streets and walkways as attractive public spaces.

Policy B – Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities

Policy F – Encourage the revitalization of existing commercial areas.

The **State Highway No. 50 Resurfacing Project** implements Goal 8 and three of its policies. The resurfacing project provides for not only a new road surface, but new medians and upgraded ADA facilities that will provide a more aesthetic public space.

Goal 9 which states, “Develop a well balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources”.

Policy E – When improving existing streets or constructing new streets in residential neighborhoods, the City and County will balance access and circulation in neighborhoods with the community’s need to maintain a street system which safely and efficiently moves traffic throughout the community.

The **State Highway No. 50 Resurfacing Project** implements Goal 9 and one of its policies. One of the Guiding Principles in the Plan is to minimize impacts to existing neighborhoods. The project is further enhancing this goal by bringing pedestrian facilities into compliance with current regulations.

How this item relates to the Economic Development Plan:

Policy 1.4 Providing Infrastructure that Enables and Supports Private Investment

The **State Highway No. 50 Resurfacing Project** relates to the City, through its partner CDOT, providing infrastructure that enables and supports private investment. The resurfacing of Hwy 50 between South Avenue and 29 Road will provide a “fresh look” to an aging corridor with a new surface, new medians and improved ADA accessibility that will help assure investors that the corridor is still an active and viable corridor for business.

Board or Committee Recommendation:

None

Financial Impact/Budget:

Staff recommends donating the required right-of-way and temporary construction easement the value of which has been determined to be \$875.00.

Legal issues:

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

Other issues:

None are anticipated.

Previously presented or discussed:

This item has not been previously discussed.

Attachments: Proposed Resolution

**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ____-15**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF RIGHT-OF-WAY
TO THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE
STATE HIGHWAY 50 RESURFACING PROJECT**

RECITALS.

The Colorado Department of Transportation (CDOT) has designed and will be implementing Project No. NHPP 0501-065 to resurface State Highway 50 from South Avenue to 29 Road within the limits of the City of Grand Junction (CDOT Project).

In conjunction with the CDOT Project, CDOT is required to install curb ramps in compliance with ADA standards at intersections with city streets. CDOT proposes to incorporate best practices for curb ramps to meet the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (ADA Standards).

The ADA Standards proposed by CDOT requires the acquisition by CDOT of 9.41 square feet of right-of-way from City property located at the southeast corner of South Avenue and State Highway 50, also known as South 5th Street. The right-of-way required by CDOT is identified as CDOT Parcel No. 101.

The City Council has determined that the conveyance of CDOT Parcel No. 101, containing 9.41 square feet to accommodate the installation of curb ramps in accordance with ADA Standards, is reasonable and necessary to the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the Interim City Manager to execute a Quitclaim Deed, together with any and all other documents as may be reasonably necessary or customary, to convey CDOT Parcel No. 101, containing 9.41 square feet as depicted on Exhibit A, to the Colorado Department of Transportation.

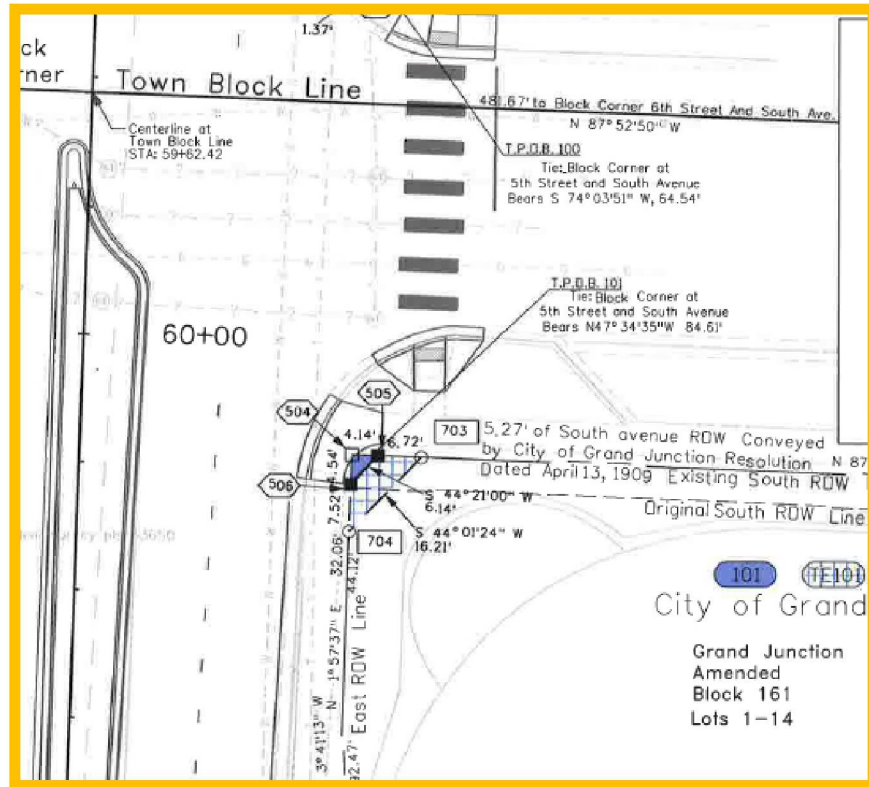
Dated this _____ day of _____ 2015.

Phyllis Norris
Mayor and President of the Council

ATTEST:

Stephanie Tuin
City Clerk

EXHIBIT A





Attach 6

CITY COUNCIL AGENDA ITEM

Date: November 18, 2015

Author: Ben Johnson

Title/ Phone Ext:

Airfield Operations Manager

970-248-8596

Proposed Schedule: November 18, 2015

2nd Reading (if applicable): N/A

Subject: Grant Applications to the Federal Aviation Administration (FAA) for the Grand Junction Regional Airport Authority

Action Requested/Recommendation: Approve a Grant Application between the Federal Aviation Administration and the Grand Junction Regional Airport Authority for Airside Improvements for the FAA Grants AIP 54 and AIP 55 in the Amounts of \$4,420,000 and \$2,790,000 Respectively

Presenter(s) Name & Title: David Fiore, Executive Director, GJRAA
Ben Johnson, Airfield Operations Manager

Executive Summary:

For 2016, the Grand Junction Regional Airport Authority (Authority) will submit two separate grant applications to the FAA for improvements to the Airport. Funds requested on these applications are entitlement funds to the Airport. Mesa County and the City of Grand Junction are required as Co-Sponsors to the Grant Offer, if awarded.

Background, Analysis and Options:

Background:

The Grand Junction Regional Airport Authority is submitting two separate grant applications for the 2016 Airport Improvement Program (AIP) grant cycle. The 2016 Airport Improvement Program (AIP) projects included in these grant applications are:

AIP 54 - Terminal Air Carrier Apron Reconstruction – Phase I

AIP 55 – Replacement Runway 11/29 Overall Design / RTR Relocation Final Design

Detailed Project Information:

AIP 54 - Terminal Air Carrier Apron Phase I: The existing terminal air carrier apron has been deteriorated by alkali-silica reactivity (ASR) causing foreign object debris (FOD). The concrete in this area was installed in 1982 and has reached the end of its useful life. According to a PCI Survey conducted by CDOT Aeronautics in August 2013 the pavement was rated as 33 out of 100. The pavement in this area is the most poorly rated pavement on the Airport, and therefore is a high priority for replacement.

The apron will be replaced in two phases. The 2016 project will encompass the first phase. The project will replace subgrade, subbase, base course, drainage facilities, electrical facilities, and concrete pavement. The total project including Phase 1 and Phase 2 (2017) will cover approximately 48,000 square yards.

AIP 55 - Replacement Runway 11/29 Overall Design: The original asphalt pavement for the Airport primary runway (Runway 11/29) was constructed in 1958 and is more than 53 years old. The Airport has undergone extensive analysis regarding the condition of the primary runway and replacement alternatives. A recent geotechnical investigation determined that the pavement substructure needs to be replaced.

The primary runway was originally designed to meet FAA standards, over the years the FAA design standards have been modified and currently the runway does not meet FAA standards. Additionally, the airport has known “hot-spots” identified by FAA Runway Safety Action Teams. One of those areas is the intersection of the primary and crosswind runways. The most economic and effective way to meet the current FAA design standards, maintain airport operations during construction, and alleviate safety hot-spots, is to build a replacement runway north of the current runways location. Completing the design in advance gives the funding agencies the ability to budget the funds required for improvements over several years.

Prior to commencement of earthwork on the replacement runway, the Remote Transmitter/Receiver (RTR) must be moved. This facility is communication equipment used by ATCT to communicate with aircraft.

All projects are listed on the approved AIP Capital Improvement Plan (CIP).

The Grand Junction Regional Airport Authority, Board of Commissioners will review and approve these grant applications at the Regular Board Meeting on November 17th, 2015.

The Airport will also submit an application to the State for matching funds as part of these projects.

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:

The Grand Junction Regional Airport Authority Board will review and approve both grant applications at the Regular Board meeting on November 17th, 2015. Airport staff is

recommending that the City of Grand Junction, City Council approve both Grant Applications to the Federal Aviation Administration, in the amount as follows:

AIP 54 - \$4,420,000

AIP 55 - \$2,790,000

Note: If the Airport is successful in obtaining these grants, the grant offers will be presented to the City Council for approval as a Co-Sponsor.

Financial Impact/Budget:

Funding Breakdown

AIP 54 – Apron Rehabilitation Phase I

Federal Aviation Administration AIP Grant:	\$4,420,000
State of Colorado, Division of Aeronautics Grant:	\$ 125,000
Grand Junction Regional Airport Authority:	\$ 366,112
Total Project Cost (Estimated)	\$4,911,112

AIP 55 – Replacement Runway 11/29 Design

Federal Aviation Administration AIP Grant:	\$2,790,000
State of Colorado, Division of Aeronautics Grant:	\$ 125,000
Grand Junction Regional Airport Authority:	\$ 185,000
Total Project Cost (Estimated)	\$3,100,000

The State will match local funds 1:1 up to a funding cap of \$250,000. Matching funds exceeding this cap become the responsibility of the Airport.

Legal issues:

Typically FAA grants include a number of “grant assurances” as a Co-sponsor. The City Council has considered the representations by the GJRAA staff about the Authority’s ability to meet those assurances and is, for the purposes of authorizing the application, confident in the application. If the grant is approved, the City Council will review and separately consider the grant agreement(s).

Other issues:

No other issues have been identified.

Previously presented or discussed:

These grants are to continue the two projects brought before the City Council on May 18, 2015, May 20, 2015 and approved for signature on September 2, 2015.

Attachments:

1. Grant Application – AIP 54
2. Grant Application – AIP 55

GJT AIP Grant Application

Table of Contents

Standard Form 424

FAA Form 5100-100

CIP Pre-Application Data Sheet

Sponsor Assurances

Current FAA Advisory Circulars

Sponsor Certifications

Exhibit A – Airport Property Map

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier:			
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier: 3-08-0027-054-2016		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: Grand Junction Regional Airport Authority					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114			* c. Organizational DUNS: 15-613-5394		
d. Address:					
* Street1: 800 Eagle Drive Street 2: * City: Grand Junction County: Mesa * State: Colorado Province: Country: USA * Zip/ Postal Code: 81506					
e. Organizational Unit:					
Department Name:			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. Middle Name: * Last Name: Johnson Suffix: Title: Airfield Operations Manager First Name: Ben Organizational Affiliation:					
* Telephone Number: (970) 244-9100			Fax Number:		
* Email: bjohnson@gjairport.com					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

B. County Government

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify): Airport Authority

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

* 15. Descriptive Title of Applicant's Project:

Terminal Air Carrier Apron Reconstruction, Phase 1

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: CO-3	*b. Program/Project: CO-3
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 04/01/2106	*b. End Date: 09/01/2016
18. Estimated Funding (\$):	
*a. Federal	4,420,000.00
*b. Applicant	366,112.00
*c. State	125,000.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	4,911,112.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr. *First Name: Rick	
Middle Name:	
*Last Name: Wagner	
Suffix:	
*Title: Airport Authority Chairman	
*Telephone Number: (970) 244-9100	Fax Number:
* Email: rwagner@gjairport.com	
*Signature of Authorized Representative:	*Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

The Applicant Organization is not delinquent on any Federal Debt.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name of Approving Agency: City of Grand Junction and Mesa County, Colorado Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of Plan: City of Grand Junction
Item 6. Will the assistance requested serve a Federal installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction & Mesa County development codes & zoning. This project is consistent with the existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is Consistent with Local Plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has given fair consideration to local interest and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The Project has taken into account User Consultation and has been approved in an advertised public meeting

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project has taken into account public hearing feedback

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

There are no exceptions, encumbrances, and adverse interests on land connected to the Airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor currently owns the subject property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

The Sponsor currently owns the subject property.

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: _____			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			500,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			4,406,112.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			4,911,112.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			4,911,112.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			4,911,112.00
20. Federal Share requested of Line 19			4,420,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			4,420,000.00
23. Grantee share			366,112.00
24. Other shares			125,000.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 4,911,112.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	\$
b. Mortgages	
c. Appropriations (By Applicant)	366,112.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	125000
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 491,112.00
SECTION E – REMARKS	

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Reconstruct Terminal Air Carrier Apron, Phase 1
AIRPORT : Grand Junction Regional Airport (GJT)
1. Objective: Replace subgrade, subbase, base course, drainage facilities, electrical facilities, and concrete pavement for Terminal Air Carrier Apron.
2. Benefits Anticipated: Commercial Apron pavement has reached the end of it's useful life. The deteriorated pavement is a significant risk of Foreign Object Debris (FOD).
3. Approach: (See approved Scope of Work in Final Application) See Scope of Work
4. Geographic Location: The Grand Junction Regional Airport is located approximately 3 miles Northeast of the central business district of Grand Junction Colorado. the physical address of the Airport is 800 Eagle Drive, Grand Junction, Colorado 81506.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Rick Wagener Board Chairman 800 Eagle Drive Grand Junction, CO 81506 970-244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport LOCAL PRIORITY: N/A. UPDATED: Nov 2, 2015
WORK ITEM: Terminal Air Carrier Apron Reconstruction Phase I

SKETCH:



SPONSOR

SIGNATURE: _____ DATE: _____

COST ESTIMATE:

Item (Excavation, Paving, etc.) 4,406,000

ADMINISTRATION:	\$ 5,112	1:	\$	4	\$
DESIGN ENGINEERING:	\$	2:	\$	5	\$
INSPECTION:	\$ 500,000	3:	\$:	:
TOTAL:					\$ 4,911,112

ADO USE:

PREAPP
NO: _____

GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

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

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Grand Junction Regional Airport Authority
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, Colorado

AIP PROJECT NO.: 3-08-0027-54

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Grand Junction Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Mr. Rick Wagner

DATE: _____

TITLE: Board Chairman

SPONSORING AGENCY: Grand Junction Regional Airport Authority

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Board Chairman

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport

AIP #: 3-08-0027-54

Project Description(s): Terminal Air Carrier Apron Reconstruction Phase I

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
☒ Yes ☐ No ☐ N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
☒ Yes ☐ No ☐ N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
☒ Yes ☐ No ☐ N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
☐ Yes ☐ No ☒ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
- ☒ Yes ☐ No ☐ N/A
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
- ☒ Yes ☐ No ☐ N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
- ☒ Yes ☐ No ☐ N/A
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
- ☒ Yes ☐ No ☐ N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
- ☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
☒ Yes ☐ No ☐ N/A
2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace☒ Yes ☐ No ☐ N/A
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.
☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- ☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- ☒ Yes ☐ No ☐ N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- ☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1

Name of Location: Grand Junction Regional Airport
Address: 800 Eagle Drive, Grand Junction, CO 81506

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
☒ Yes ☐ No ☐ N/A
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
☒ Yes ☐ No ☐ N/A
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
☒ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
☒ Yes ☐ No ☐ N/A
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
☒ Yes ☐ No ☐ N/A
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
☒ Yes ☐ No ☐ N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
☒ Yes ☐ No ☐ N/A
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
☒ Yes ☐ No ☐ N/A
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
☐ Yes ☐ No ☒ N/A

Attach Additional documentation for any above item marked "no":

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this _____ day of _____, _____.</p> <p>Name of Sponsor: Grand Junction Regional Airport Authority</p> <p>Name of Sponsor's Designated Official Representative: Rick Wagner</p> <p>Title of Sponsor's Designated Official Representative: Board Chairman</p> <p>Signature of Sponsor's Designated Official Representative: _____</p>

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.
☒ Yes ☐ No ☐ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.
☒ Yes ☐ No ☐ N/A
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts
☒ Yes ☐ No ☐ N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - c. Publicly opened at a time and place prescribed in the invitation for bids
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- ☒ Yes ☐ No ☐ N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- ☒ Yes ☐ No ☐ N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- ☒ Yes ☐ No ☐ N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act
- ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

☒ Yes ☐ No ☐ N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

☒ Yes ☐ No ☐ N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

☒ Yes ☐ No ☐ N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

☒ Yes ☐ No ☐ N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsive bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.

☒ Yes ☐ No ☐ N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:

- a. Work in progress
- b. Quality and quantity of materials delivered
- c. Test locations and results
- d. Instructions provided the contractor
- e. Weather conditions
- f. Equipment use
- g. Labor requirements
- h. Safety problems
- i. Changes required

☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
☒ Yes ☐ No ☐ N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
☒ Yes ☐ No ☐ N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
☒ Yes ☐ No ☐ N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
☒ Yes ☐ No ☐ N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
☒ Yes ☐ No ☐ N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
☒ Yes ☐ No ☐ N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-54

Description of Work: Apron Reconstruction - Phase I

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
 - b. The right of ingress and egress to remove obstructions
 - c. The right to restrict the establishment of future obstructions
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files
- ☐ Yes ☐ No ☒ N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
 - b. Supporting documents for awards included in the project files
- ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Parcel	Block	APN/Parcel ID	Area	Acres	Year	Owner	Notes
1	1	100-000-0000	1.00	1.00	2000	100-000-0000	
2	2	100-000-0000	1.00	1.00	2000	100-000-0000	
3	3	100-000-0000	1.00	1.00	2000	100-000-0000	
4	4	100-000-0000	1.00	1.00	2000	100-000-0000	
5	5	100-000-0000	1.00	1.00	2000	100-000-0000	
6	6	100-000-0000	1.00	1.00	2000	100-000-0000	
7	7	100-000-0000	1.00	1.00	2000	100-000-0000	
8	8	100-000-0000	1.00	1.00	2000	100-000-0000	
9	9	100-000-0000	1.00	1.00	2000	100-000-0000	
10	10	100-000-0000	1.00	1.00	2000	100-000-0000	

REVISIONS
1
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10

Parcel	Block	APN/Parcel ID	Area	Acres	Year	Owner	Notes
1	1	100-000-0000	1.00	1.00	2000	100-000-0000	
2	2	100-000-0000	1.00	1.00	2000	100-000-0000	
3	3	100-000-0000	1.00	1.00	2000	100-000-0000	
4	4	100-000-0000	1.00	1.00	2000	100-000-0000	
5	5	100-000-0000	1.00	1.00	2000	100-000-0000	
6	6	100-000-0000	1.00	1.00	2000	100-000-0000	
7	7	100-000-0000	1.00	1.00	2000	100-000-0000	
8	8	100-000-0000	1.00	1.00	2000	100-000-0000	
9	9	100-000-0000	1.00	1.00	2000	100-000-0000	
10	10	100-000-0000	1.00	1.00	2000	100-000-0000	

Parcel	Block	APN/Parcel ID	Area	Acres	Year	Owner	Notes
1	1	100-000-0000	1.00	1.00	2000	100-000-0000	
2	2	100-000-0000	1.00	1.00	2000	100-000-0000	
3	3	100-000-0000	1.00	1.00	2000	100-000-0000	
4	4	100-000-0000	1.00	1.00	2000	100-000-0000	
5	5	100-000-0000	1.00	1.00	2000	100-000-0000	
6	6	100-000-0000	1.00	1.00	2000	100-000-0000	
7	7	100-000-0000	1.00	1.00	2000	100-000-0000	
8	8	100-000-0000	1.00	1.00	2000	100-000-0000	
9	9	100-000-0000	1.00	1.00	2000	100-000-0000	
10	10	100-000-0000	1.00	1.00	2000	100-000-0000	

PROPERTY INFORMATION FOOTNOTES

1. Information obtained from public records and is not a warranty of accuracy.
2. Information obtained from public records and is not a warranty of accuracy.
3. Information obtained from public records and is not a warranty of accuracy.
4. Information obtained from public records and is not a warranty of accuracy.
5. Information obtained from public records and is not a warranty of accuracy.
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12. Information obtained from public records and is not a warranty of accuracy.
13. Information obtained from public records and is not a warranty of accuracy.
14. Information obtained from public records and is not a warranty of accuracy.
15. Information obtained from public records and is not a warranty of accuracy.
16. Information obtained from public records and is not a warranty of accuracy.
17. Information obtained from public records and is not a warranty of accuracy.
18. Information obtained from public records and is not a warranty of accuracy.
19. Information obtained from public records and is not a warranty of accuracy.
20. Information obtained from public records and is not a warranty of accuracy.

GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, COLORADO

Figure F23 | AIRPORT PROPERTY MAP

Barnard Donkelberg & Company
AIP Number 3-08-0027-51

Scale: 1" = 100' (Horizontal)
1" = 200' (Vertical)

North Arrow

GJT AIP Grant Application

Table of Contents

Standard Form 424

FAA Form 5100-100

CIP Pre-Application Data Sheet

Sponsor Assurances

Current FAA Advisory Circulars

Sponsor Certifications

Exhibit A – Airport Property Map

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:		4. Application Identifier:		
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier: 3-08-0027-055-2016		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: Grand Junction Regional Airport Authority				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114			*c. Organizational DUNS: 15-613-5394	
d. Address:				
* Street1: 800 Eagle Drive Street 2: * City: Grand Junction County: Mesa * State: Colorado Province: Country: USA *Zip/ Postal Code: 81506				
e. Organizational Unit:				
Department Name:			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Mr. First Name: Ben Middle Name: * Last Name: Johnson Suffix: Title: Airfield Operations Manager				
Organizational Affiliation:				
* Telephone Number: (970) 244-9100			Fax Number:	
* Email: bjohnson@gjairport.com				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

B. County Government

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify): Airport Authority

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

* 15. Descriptive Title of Applicant's Project:

Replacement Runway 11/29 (Design Only): HIRL Circuit, Runway Lighting, Signage, MALSR, Glide Slope, Localizer, PAPIs, REILs, Exit Taxiways, Entrance Taxiways, Relocate County Road, Grading, Drainage, Utilities.

RTR Final Design: Complete final design for the relocation of the RTR. The RTR must be moved prior to commencement of earthwork on the Replacement Runway 11/29. This work will be completed by the FAA under a reimbursable agreement.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: CO-3	*b. Program/Project: CO-3
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 04/01/2106	*b. End Date: 11/01/2016
18. Estimated Funding (\$):	
*a. Federal	2,790,000.00
*b. Applicant	185,000.00
*c. State	125,000.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	3,100,000.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr. *First Name: Rick	
Middle Name:	
*Last Name: Wagner	
Suffix:	
*Title: Airport Authority Chairman	
*Telephone Number: (970) 244-9100	Fax Number:
* Email: rwagner@gjairport.com	
*Signature of Authorized Representative:	*Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

The Applicant Organization is not delinquent on any Federal Debt.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name of Approving Agency: City of Grand Junction and Mesa County, Colorado Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of Plan: City of Grand Junction
Item 6. Will the assistance requested serve a Federal installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction & Mesa County development codes & zoning. This project is consistent with the existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is Consistent with Local Plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has given fair consideration to local interest and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The Project has taken into account User Consultation and has been approved in an advertised public meeting

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project has taken into account feedback from multiple public hearings regarding this project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

There are no exceptions, encumbrances, and adverse interests on land connected to the Airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor will acquire all land prior to the start of the Project prior to the start of construction work.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

The Sponsor will acquire all land prior to the start of the Project prior to the start of construction work.

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: _____			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			3,095,000.00
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			3,100,000.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			3,100,000.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			3,100,000.00
20. Federal Share requested of Line 19			2,790,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			2,790,000.00
23. Grantee share			185,000.00
24. Other shares			125,000.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 3,100,000.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	\$
b. Mortgages	
c. Appropriations (By Applicant)	185,000.00
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	125000
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 310,000.00
SECTION E – REMARKS	

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

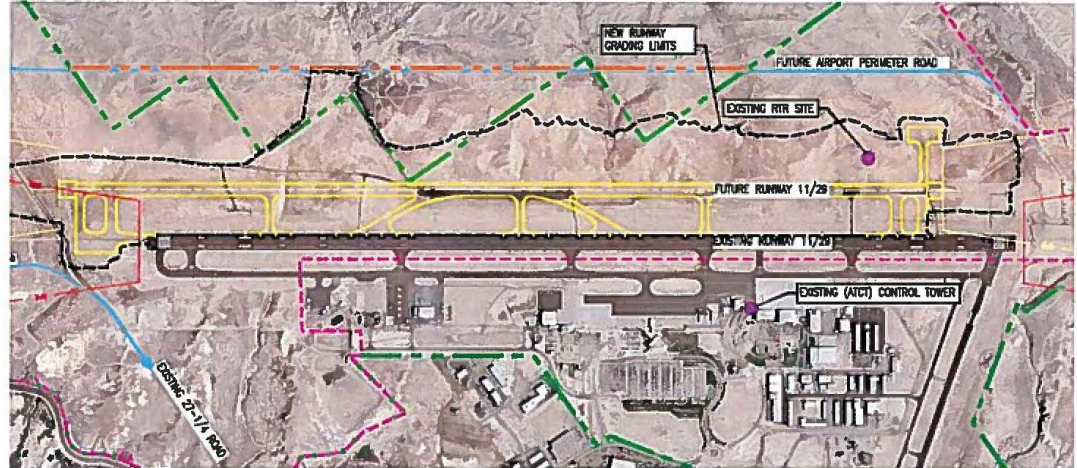
PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Replacement Runway 11/29 Design / RTR Final Design (Design Only)
AIRPORT : Grand Junction Regional Airport (GJT)
1. Objective: Replacement Runway 11/29 (Design Only): HIRL Circuit, Runway Lighting, Signage, MALSR, Glide Slope, Localizer, PAPIs, REILs, Exit Taxiways, Entrance Taxiways, Relocate County Road, Grading, Drainage, Utilities RTR Final Design: Complete final design for the relocation of the RTR. The RTR must be moved prior to commencement of earthwork on the Replacement Runway 11/29. This work will be completed by the FAA under a reimbursable agreement.
2. Benefits Anticipated: Runway pavement has reached the end of it's useful life. The most cost effective way to meet the current FAA design standards is to build a replacement runway. Additionally, the Airport has intersecting runways which increases the potential for runway incursions. Completing the design in advance gives the funding agencies the ability to budget the funds required for improvements over several years.
3. Approach: (See approved Scope of Work in Final Application) See Scope of Work
4. Geographic Location: The Grand Junction Regional Airport is located approximately 3 miles Northeast of the central business district of Grand Junction Colorado. the physical address of the Airport is 800 Eagle Drive, Grand Junction, Colorado 81506.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Rick Wagener Board Chairman 800 Eagle Drive Grand Junction, CO 81506 970-244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport **LOCAL PRIORITY:** N/A **UPDATED:** Nov 2, 2015
WORK ITEM: Relocated Runway 11/29 Design / RTR Final Design

SKETCH:



**SPONSOR
SIGNATURE:** _____

DATE: _____

COST ESTIMATE:

Item (Excavation, Paving, etc.)

ADMINISTRATION:	\$ 5,000	1:	\$	4	\$
DESIGN ENGINEERING:	\$ 3,095,000	2:	\$	5	\$
INSPECTION:	\$	3:	\$	TOTAL:	\$ 3,100,000

ADO USE:

PREAPP
NO: _____

GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

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

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**Grand Junction Regional Airport Authority
(Sponsor)**

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, Colorado

AIP PROJECT NO.: 3-08-0027-55

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Grand Junction Regional Airport.
- ☐ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- The project proposed in this development will require a transfer of approximately 180 acres from BLM land designated as section 4(f). A comprehensive Environmental Assessment is currently underway and is expected to result in a Finding of No Significant Impact.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Mr. Rick Wagner

DATE: _____

TITLE: Board Chairman

SPONSORING AGENCY: Grand Junction Regional Airport Authority

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Board Chairman

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport

AIP #: 3-08-0027-55

Project Description(s): Replacement Runway 11/29 Design / RTR Final Design

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority
Airport: Grand Junction Regional Airport
Project Number: 3-08-0027-55
Description of Work: Replacement Runway 11/29 Design / RTR Final Design

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-55

Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
☒ Yes ☐ No ☐ N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
☒ Yes ☐ No ☐ N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
☒ Yes ☐ No ☐ N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
☐ Yes ☐ No ☒ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
☒ Yes ☐ No ☐ N/A
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
☒ Yes ☐ No ☐ N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
☒ Yes ☐ No ☐ N/A
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
☒ Yes ☐ No ☐ N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority
Airport: Grand Junction Regional Airport
Project Number: 3-08-0027-55
Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.
☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- ☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- ☒ Yes ☐ No ☐ N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- ☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1

Name of Location: Grand Junction Regional Airport
Address: 800 Eagle Drive, Grand Junction, CO 81506

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-55

Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
☒ Yes ☐ No ☐ N/A
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
☒ Yes ☐ No ☐ N/A
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
☒ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
☒ Yes ☐ No ☐ N/A
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
☒ Yes ☐ No ☐ N/A
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
☒ Yes ☐ No ☐ N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
☒ Yes ☐ No ☐ N/A
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
☒ Yes ☐ No ☐ N/A
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
☒ Yes ☐ No ☐ N/A

Attach Additional documentation for any above item marked "no":

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this _____ day of _____, _____.</p> <p>Name of Sponsor: Grand Junction Regional Airport Authority</p> <p>Name of Sponsor's Designated Official Representative: Rick Wagner</p> <p>Title of Sponsor's Designated Official Representative: Board Chairman</p> <p>Signature of Sponsor's Designated Official Representative: _____</p>
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Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-55

Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.
☒ Yes ☐ No ☐ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.
☒ Yes ☐ No ☐ N/A
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts
☒ Yes ☐ No ☐ N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - c. Publicly opened at a time and place prescribed in the invitation for bids
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- ☒ Yes ☐ No ☐ N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- ☒ Yes ☐ No ☐ N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- ☒ Yes ☐ No ☐ N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act
- ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

☒ Yes ☐ No ☐ N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

☒ Yes ☐ No ☐ N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

☒ Yes ☐ No ☐ N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

☒ Yes ☐ No ☐ N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsive bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority
Airport: Grand Junction Regional Airport
Project Number: 3-08-0027-55
Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.
☒ Yes ☐ No ☐ N/A
2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
☒ Yes ☐ No ☐ N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
☒ Yes ☐ No ☐ N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
☒ Yes ☐ No ☐ N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
☒ Yes ☐ No ☐ N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
☒ Yes ☐ No ☐ N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
☒ Yes ☐ No ☐ N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
☒ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority
Airport: Grand Junction Regional Airport
Project Number: 3-08-0027-55
Description of Work: Replacement Runway 11/29 Design / RTR Final Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☒ Yes ☐ No ☐ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
 - b. The right of ingress and egress to remove obstructions
 - c. The right to restrict the establishment of future obstructions
- ☒ Yes ☐ No ☐ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files
- ☐ Yes ☐ No ☒ N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
 - b. Supporting documents for awards included in the project files
- ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

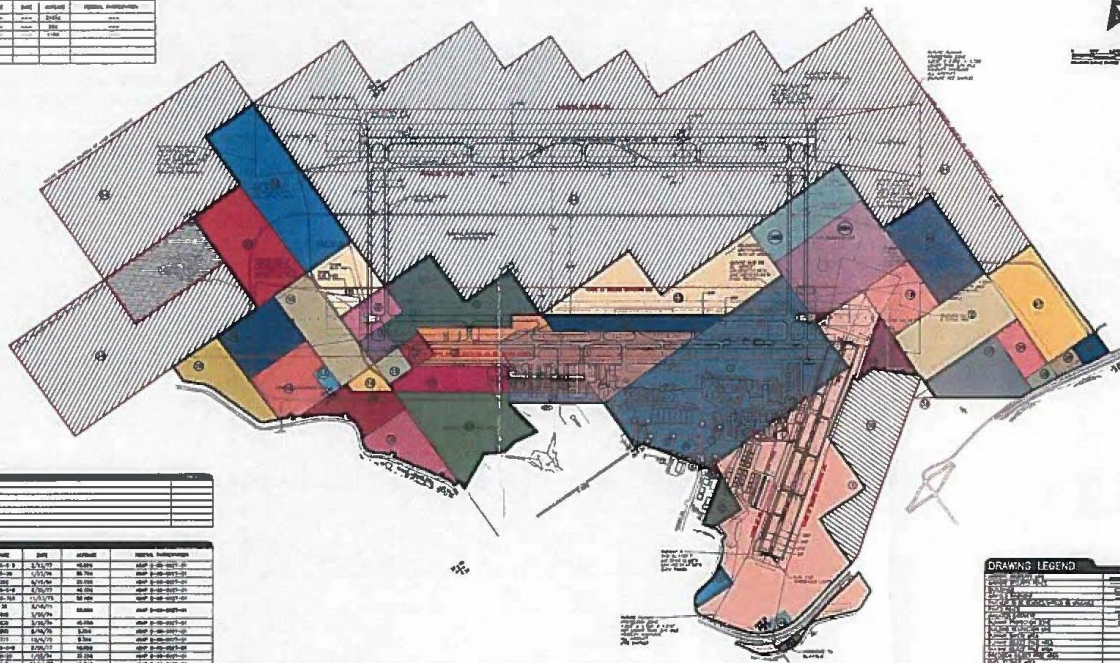
Executed on this _____ day of _____, _____.

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Designated Official Representative: Rick Wagner

Title of Sponsor's Designated Official Representative: Board Chairman

Signature of Sponsor's Designated Official Representative: _____

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REVISIONS		FIG. 1
NO.	DESCRIPTION	
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PROPERTY INFORMATION									
PROPERTY	UNIT	ADDRESS	CITY	STATE	ZIP	DATE	STATUS	REMARKS	REMARKS
1	1	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	2	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	3	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	4	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	5	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
2	1	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	2	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	3	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	4	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	5	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
3	1	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	2	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
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	4	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
	5	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
4	1	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
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	3	1000 1st St	San Francisco	CA	94101	10/1/2010	1000 1st St	1000 1st St	1000 1st St
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GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, COLORADO

Figure F23 | **AIRPORT PROPERTY MAP**

 Barnard Dunkelberg & Company AIP Number 3-08-0027-51	TRWA 1500 East 15th Street Grand Junction, CO 81505 970.241.0040 F 970.241.0040	TRWA 1500 East 15th Street Grand Junction, CO 81505 970.241.0040 F 970.241.0040
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Attach 7

CITY COUNCIL AGENDA ITEM

Date: Nov 5, 2015

Author: Kathy Portner

Title/ Phone Ext: Community

Development, ext. 1420

Proposed Schedule: Nov 18, 2015

2nd Reading: (if applicable): N/A

File # (if applicable): N/A

Subject: Las Colonias Park Amphitheater Grant Request

Action Requested/Recommendation: Adopt a Resolution and Authorize the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program for Development of Las Colonias Park Amphitheater

Presenter(s) Name & Title: Traci Wieland, Recreation Superintendent

Executive Summary:

This is a request to authorize the Interim City Manager to submit a request to the Colorado Department of Local Affairs for a grant for development of Las Colonias Park Amphitheater not to exceed \$1.9 million. The grant is due on December 1, 2015 and final contract award will take place mid-year 2016.

Background, Analysis and Options:

Las Colonias Park was originally master planned in 1998 after it was deeded to the City of Grand Junction in 1997. After the 2008 revision and a lack of development opportunities, City Council directed Parks and Recreation to again revise the plan based on changing community priorities. The 2013 master plan for the 130 acre Las Colonias Park was adopted by City Council on July 3, 2013. The master plan includes an outdoor amphitheater, trail connections, parking, restroom/shelters, riparian restoration, a wetland area, and other passive park amenities. Phase I development, including a restroom/shelter, trail connections, parking improvements and additions, lighting, a native arboretum, and furnishings, is complete.

City Council approved a grant request to the Department of Local Affairs (DOLA) on March 19, 2014 for final design of the Las Colonias Amphitheater. The design process was funded with a \$180,000 grant from DOLA, \$10,000 from the Grand Junction Lions Club, and \$50,000 from the City. The design process has involved numerous members of the community as well as event organizers and promoters and is currently set to conclude later this year.

The Amphitheater is being designed as a multi-functional venue for small, medium, and large crowds and is surrounded by the perfect backdrop along the Colorado River and adjacent to the Colorado Riverfront Trail. The site and building designs include a 40x60

foot stage with ample back of house amenities such as a green room and side wings, as well as parking and gently sloped lawn seating. Approximately 38 events are expected at the Amphitheater ranging from event staging, Movies in the Park, concerts, meetings, and other cultural performances. These events will generate approximately \$75,000 in direct revenue to the City; however, the economic impact model suggests \$763,000 in annual economic impact to the community by virtue of the average amount spent on restaurants, parking, souvenirs, and refreshments.

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

The Las Colonias Park Amphitheater project supports the following Goals from the Comprehensive Plan:

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

The development of Las Colonias Park, specifically the amphitheater, furthers the goals of the Greater Downtown Plan and strengthens the vitality of downtown by enhancing the draw to the Riverfront and will catalyze the redevelopment opportunities in the surrounding area.

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

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

Las Colonias Park Amphitheater will be a significant regional draw for residents and visitors.

Board or Committee Recommendation:

The DOLA grant and design process have been discussed at the Parks and Recreation Advisory Board meetings over the past year and a half with support from the board to move forward.

Financial Impact/Budget:

Las Colonias Amphitheater		
	Total	%
Project Cost	\$ 3,605,332	
Partner Funding:		
DDA - Secured	500,000	14%
Riverfront Foundation - Secured	10,000	0%
DOLA Grant - Pending	1,802,666	50%
Goodwin Foundation - Secured	50,000	1%
Bacon Family Foundation - Secured	125,000	3%
Lions Club - Secured	280,000	8%
CTF/Open Space	837,666	23%

Total Partner Funding

\$ 3,605,332 100%

The above model includes full funding for 2016 with \$129,306 required from the Capital Fund in 2017 to cash flow the project. These funds will be paid back in 2018 and 2019.

Legal issues:

If awarded, the grant funding documents will be reviewed and approved by the City Attorney.

Other issues:

None

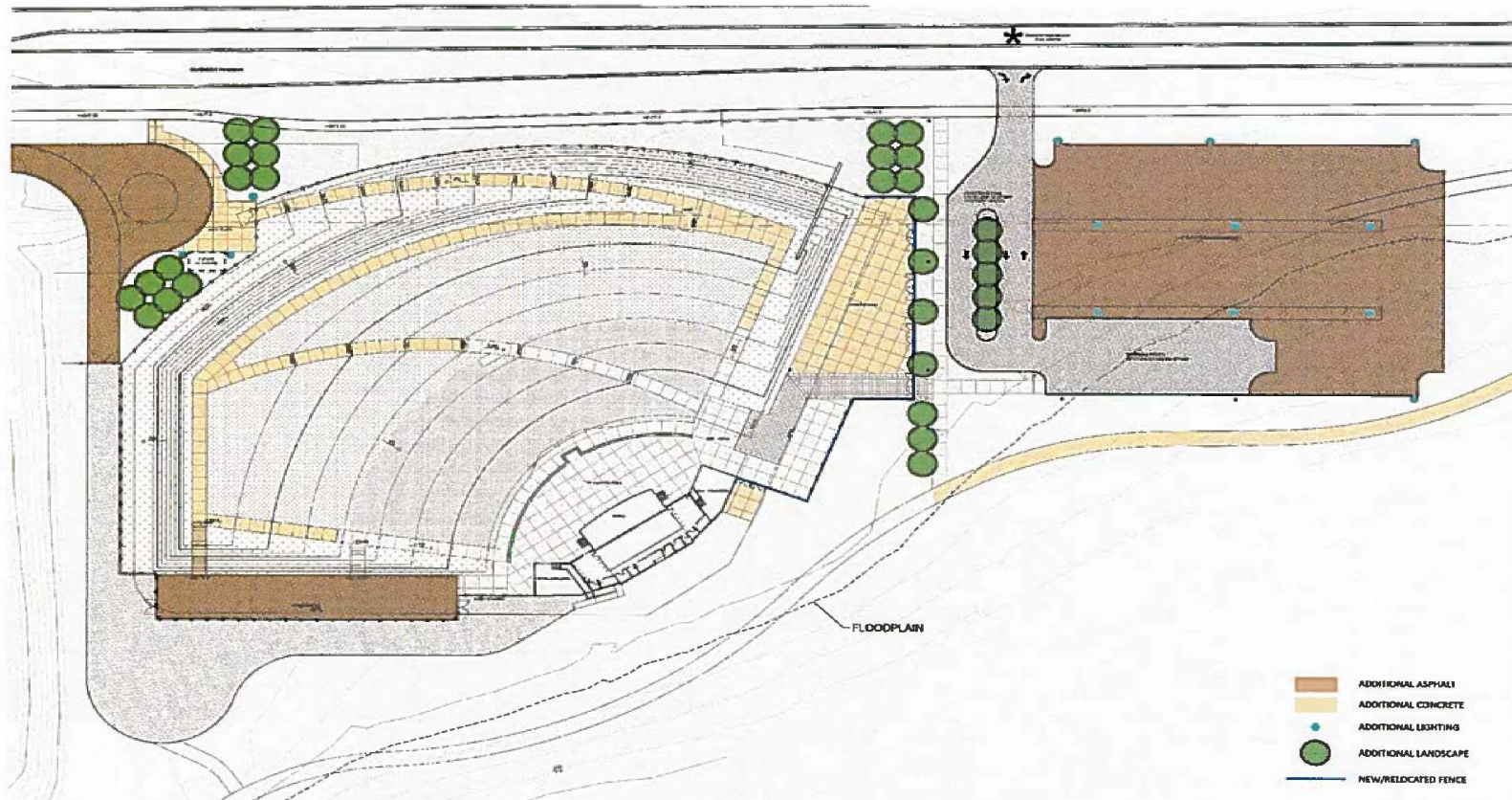
Previously presented or discussed:

The Las Colonias Master Plan was approved by City Council on July 3, 2013. A grant resolution for the final design process was approved by City Council on March 19, 2014. City Council heard three additional updates in 2015 on June 1, August 31, and October 19. City Council gave direction to staff on October 19, 2015 to continue solidifying funding partners and prepare an application to DOLA for the December grant cycle. City Council considered a resolution on November 4, 2015, but took no action due to a lack of four affirmative votes in either direction.

Attachments:

Las Colonias Amphitheater Phase I Site Plan

Resolution authorizing application to the Colorado Department of Local Affairs in accordance with the representations made in this report.



LAS COLONIAS AMPHITHEATER EXPANDED SITE
GRAND JUNCTION, COLORADO

DESIGNWORKSHOP
August 31, 2015



CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ____-15

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A
GRANT REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS
(DOLA) ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM FOR
DEVELOPMENT OF LAS COLONIAS PARK AMPHITHEATER**

RECITALS.

The master plan for the 100 acre Las Colonias Park was adopted by City Council on July 3, 2013. The master plan includes an outdoor amphitheater, trail connections, parking, restroom/shelters, riparian restoration, a wetland area, and other passive park amenities. Phase I development, including a restroom/shelter, trail connections, parking improvements and additions, lighting, a native arboretum, and furnishings, is complete. The City received a DOLA grant in 2014 for the design of the amphitheater, which is nearing completion. The design process has involved numerous members of the community as well as event organizers and promoters.

The Amphitheater is being designed as a multi-functional venue for small, medium, and large crowds and is surrounded by the perfect backdrop along the Colorado River and adjacent to the Colorado Riverfront Trail. The site and building designs include a 40x60 foot stage with ample back of house amenities such as a green room and side wings, as well as parking and gently sloped lawn seating. Approximately 38 events are expected at the Amphitheater ranging from event staging, Movies in the Park, concerts, meetings, and other cultural performances. These events will generate approximately \$75,000 in direct revenue to the City; however, the economic impact model suggests \$763,000 in annual economic impact to the community by virtue of the average amount spent on restaurants, parking, souvenirs, and refreshments. The development of Las Colonias Park, specifically the amphitheater, furthers the goals of the Greater Downtown Plan and strengthens the vitality of downtown by enhancing the draw to the Riverfront and will catalyze the redevelopment opportunities in the surrounding area.

Phase 1 of the amphitheater will include sloped lawn seating for small, medium, and large events with seating for 500 to 5,000+. A stage, green room, wing space, stage restrooms, public restrooms, mechanical/electrical, and custodial areas are included in the functional first phase. Future phases could include developed plaza areas for tickets, loading dock, vendor space, a park shelter/restroom, play area, and parking upgrades.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the Interim City Manager to submit a grant request not to exceed \$1.9 million in accordance with and pursuant to the recitals stated above, to the Department of Local Affairs' Energy and Mineral Impact Assistance Program for development of Las Colonias Park Amphitheater.

Dated this _____ day of _____ 2015.

Phyllis Norris
President of the Council

ATTEST:

Stephanie Tuin
City Clerk



Attach 8

CITY COUNCIL AGENDA ITEM

Date: 11/4/2015

Author: Bret Guillory

Title/ Phone Ext: Utility Engineer/
*1590

Proposed Schedule: 11/18/2015

2nd Reading

(if applicable): n/a

File # (if applicable): _____

Subject: Purchase of Pipe Materials for the Buthorn Drain Flood Mitigation Project at Bass Street

Action Requested/Recommendation: Authorize the Purchasing Division to Purchase Materials from Precast Concepts of Grand Junction, Colorado to be Used for the Construction of the Buthorn Drain Flood Mitigation Project at Bass Street in the Amount of \$62,009.50

Presenter(s) Name & Title: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager

Executive Summary:

The City of Grand Junction and the Grand Valley Drainage District (GVDD) are partnering on a Storm Water Improvement project for the Buthorn Drain system. These improvements will provide flood mitigation for the neighborhood along Bass Street near the west end of West Lake Park. The City will be supplying the materials and GVDD will install them.

Background, Analysis and Options:

The Buthorn Drain system in this area is not able to convey storm water during larger storm events. This results in local flooding of properties in the area between Bass Street and 25½ Road. The City had identified this problem several years ago and had planned to install a larger pipe this year to accommodate the storm flows. GVDD offered to partner with the City in this effort by providing equipment and labor to install the new pipe.

A formal solicitation was advertised in the Daily Sentinel, and posted on the City's website.

The following materials bids were received:

Firm	Location	Amount
Precast Concepts	Grand Junction, CO	\$62,009.50

This project is scheduled to begin in late November with expected final completion date of late December.

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 flood mitigation project will help to mitigate future flooding of residential and commercial areas in this storm water basin.

How this item relates to the Economic Development Plan:**Policy 1.4 Providing Infrastructure that Enables and Supports Private Investment**

This project relates to the Economic Development Plan by maintaining and improving storm water conveyance system infrastructure. The replacement of this existing infrastructure allows for improved conveyance of storm water within this basin. Maintenance of the storm water conveyance system is crucial to all future economic development within the City. By completing this project, the City and GVDD are insuring that the Buthorn Drain conveyance system infrastructure will have adequate capacity mitigate flooding in this area that has historically been subject to flood damage.

Board or Committee Recommendation:

There is no board of committee recommendation.

Financial Impact/Budget:

\$80,400 is budgeted in Fund 202 for this project in 2015. The budgeted amount was previously intended to pay for materials and equipment rental. There will be a savings of approximately \$10,000 by eliminating the need to rent equipment with GVDD supplying equipment and manpower to install the pipe materials. Gravel materials to bed the pipe will be needed for this project that are not expected to exceed \$7,500.

Legal issues:

If authorized the form of the contract will be reviewed and approved by the City Attorney.

Other issues:

No other issues have been identified.

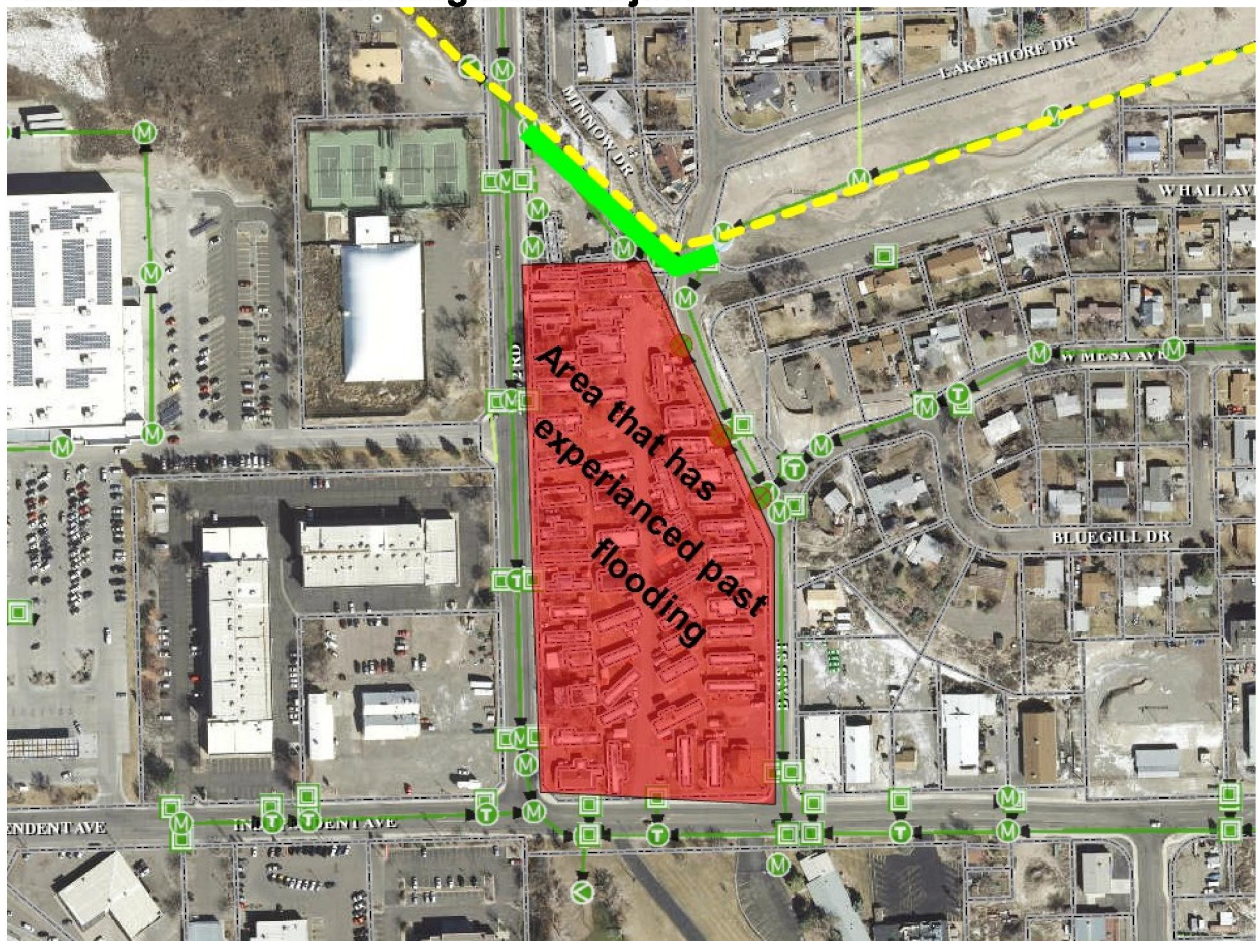
Previously presented or discussed:

This project has been presented to City Council in past budget presentations.

Attachments:

Area map with project information.

Buthorn Drain Flood Mitigation Project



The project alignment is shown in Green. The existing Buthorn Drain is shown in dashed yellow. Area where localized flooding has historically occurred is shown in red. This project includes installation of 60" reinforced concrete pipe that will replace the existing 36" pipe.



Attach 9

CITY COUNCIL AGENDA ITEM

Date: 11-05-2015

Author: Trent Pral

Title/ Phone Ext: Engineering
Manager, 970-256-4047

Proposed Schedule: Wednesday,
November 18, 2015

2nd Reading (if applicable): N/A

File # (if applicable): _____

Subject: Intergovernmental Agreement for the U.S. Highway 50 and B.5 Road Path Project

Action Requested/Recommendation: Adopt a Resolution Authorizing the City Manager to Enter into an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the U.S. Highway 50 and B.5 Road Path

Presenter(s) Name & Title: Greg Lanning, Public Works Director
Trent Prall, Engineering Manager

Executive Summary:

In December of 2014, the City was awarded a federal Transportation Alternatives Program (TAP) grant in the amount of \$1,200,000 for the U.S. Highway 50 and B.5 Road Path. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

Background, Analysis and Options:

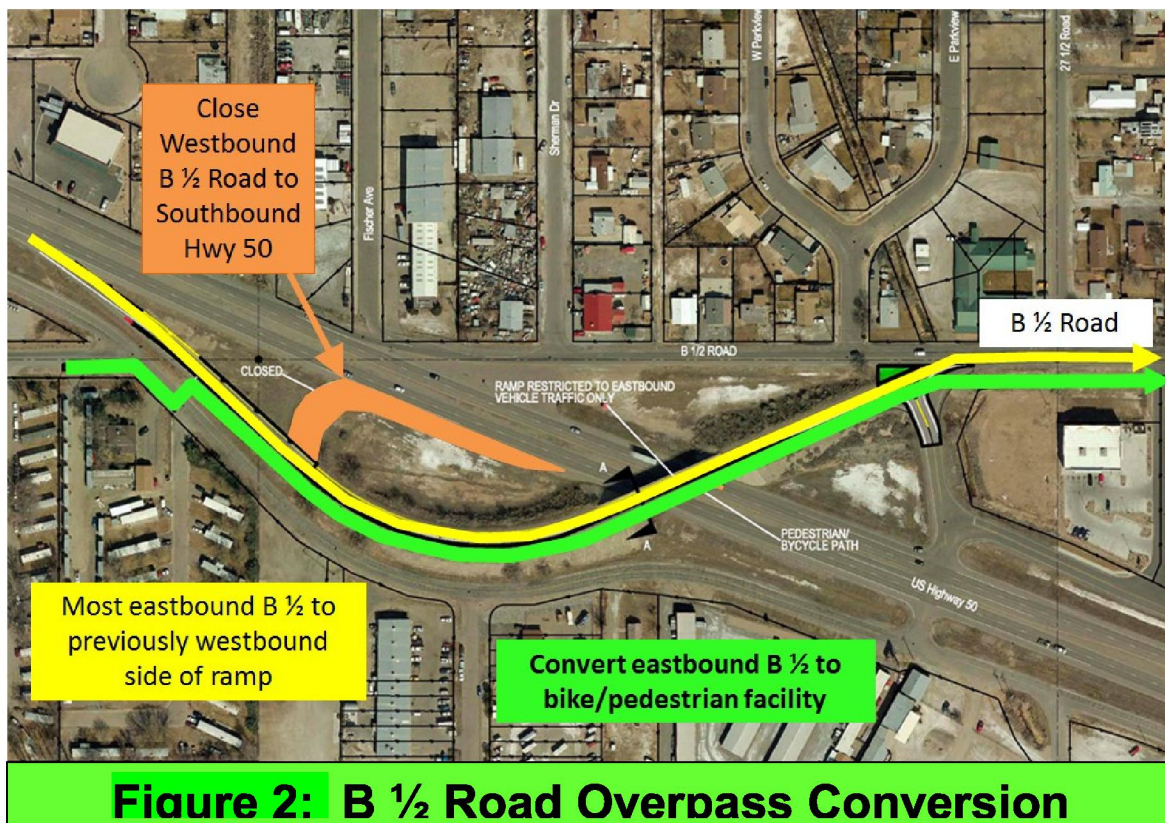
The federal transportation authorization bill is called Moving Ahead for Progress in the 21st Century Act (MAP-21). The Transportation Alternatives Program (TAP) was authorized under that bill and provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

CDOT has further defined these activities into three project categories: 1. Bicycle-Pedestrian, Non-motorized forms of transportation activities, 2. Environmental Mitigation transportation activities, 3. Historic/Scenic transportation activities. For 2015-2017 funding cycle CDOT has approximately \$1.2 million being allocated to the entire region each year.

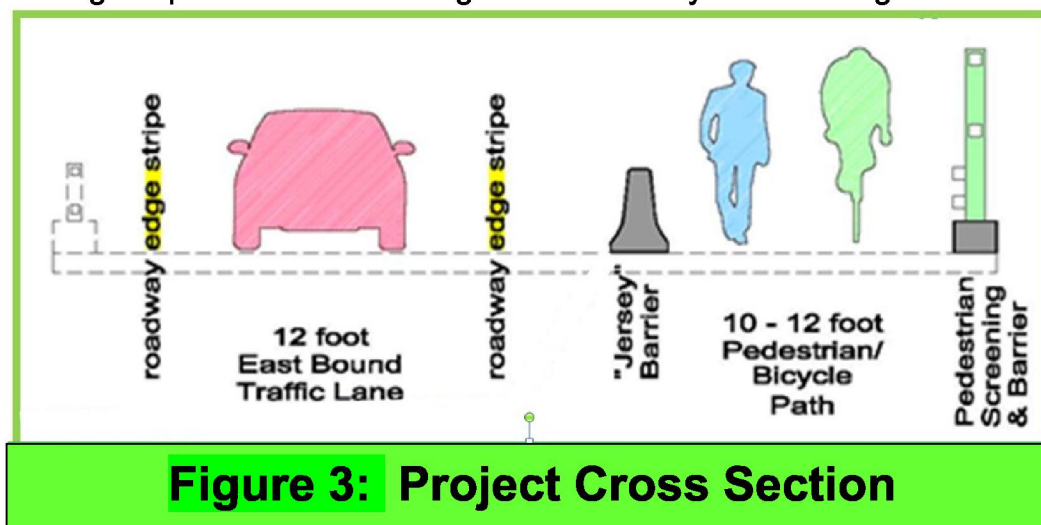
CDOT has approved the **U.S. Highway 50 and B.5 Road Path** project for TAP funding.

With the recent addition of the signal by Mesa County on Highway 50 just east of City Market at 27 ¾ Road, the existing westbound B ½ Road to East (South) bound Highway 50 movement is now unnecessary. This project proposes to move the

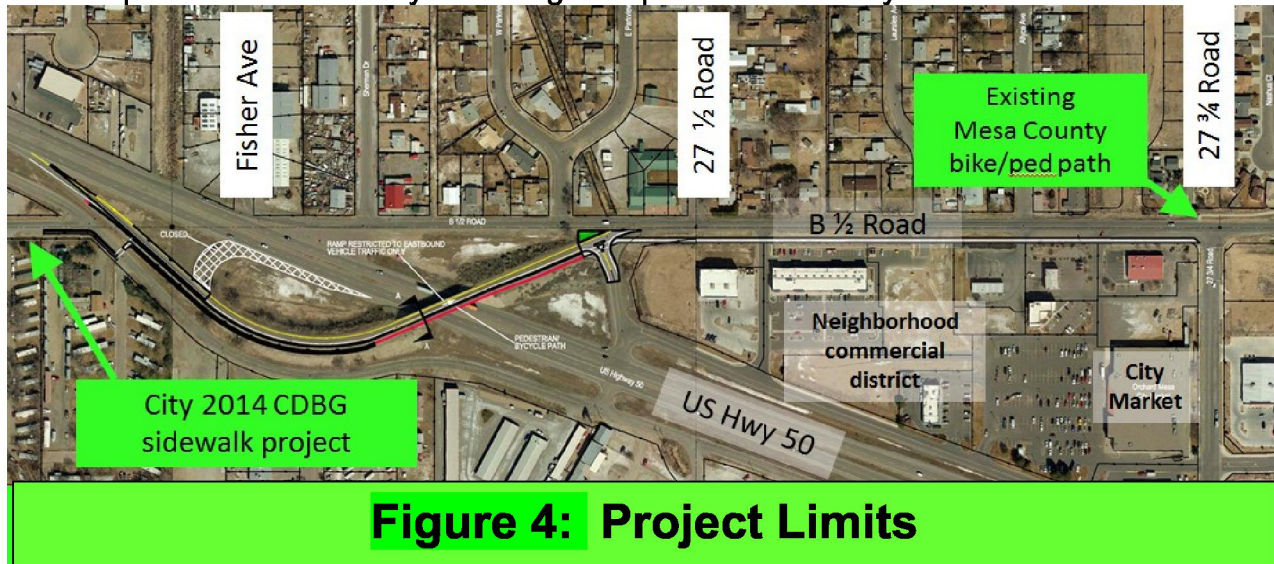
eastbound lane to the westbound lane and then convert the previous eastbound lane to a trail for bicycles and pedestrians to safely cross Highway 50 above grade as shown on Figure 2.



Pedestrian level lighting, Type 7 (New Jersey) barrier down the middle and new bridge railing/fencing will provide for an inviting and safe facility shown in Figure 3.



Additional bikepath / sidewalk will be constructed to tie into the City's Community Development Block Grant sidewalk project on B ½ Road as well as on the east side of the overpass to Mesa County's existing bike path that currently starts at 27 ¾ Road.



Schedule for the project is for design to be complete by late April 2016, followed by construction in the Summer/Fall of 2016.

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

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

The project relates to the Comprehensive Plan by meeting the following policies:

Policy A – Design streets and walkways as attractive public spaces.

Policy B – Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities

Policy F – Encourage the revitalization of existing commercial areas.

The **U.S. Highway 50 and B.5 Road Path** implements Goal 8 and three of its policies. The path and associated fencing/lighting provides for enhanced pedestrian amenities that will be attractive public spaces.

Goal 9 which states, “Develop a well balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources”.

Policy E – When improving existing streets or constructing new streets in residential neighborhoods, the City and County will balance access and

circulation in neighborhoods with the community's need to maintain a street system which safely and efficiently moves traffic throughout the community.

The **U.S. Highway 50 and B.5 Road Path** implements Goal 9 and one of its policies. One of the Guiding Principles in the Plan is to minimize impacts to existing neighborhoods. The Plan is further enhancing this goal by bike/ped friendly corridor that helps the City reach its vision of becoming most livable by providing for all modes of transportation on Orchard Mesa in a safer and more aesthetic way.

How this item relates to the Economic Development Plan:

Policy 1.4 Providing Infrastructure that Enables and Supports Private Investment

The **U.S. Highway 50 and B.5 Road Path** project relates to the City providing infrastructure that enables and supports private investment. In conjunction with the resurfacing of Hwy 50 between South Avenue and 29 Road will provide a "fresh look" to an aging corridor with a new surface, new medians and improved ADA accessibility that will help assure investors that the corridor is still an active and viable corridor for business.

Board or Committee Recommendation:

None

Financial Impact/Budget:

The financial breakdown for this project is as follows:

Sources	2015	2016	Total
City of Grand Junction Fund 201 capital funds	\$ 10,000	\$ 290,000	\$ 300,000
Federal TAP Grant / Construction		\$ 1,200,000	\$ 1,200,000
Tota Project Sources	\$ 10,000	\$ 1,490,000	\$ 1,500,000
Expenditures	2015	2016	Total
Consultants - various disciplines	\$ 10,000	\$ 20,000	\$ 30,000
Construction Contract		\$ 1,470,000	\$ 1,470,000
Tota Project Sources	\$ 10,000	\$ 1,490,000	\$ 1,500,000

Legal issues:

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

Other issues:

None are anticipated

Previously presented or discussed:

July 16, 2014 City Council authorized the City Manager to submit a grant application to the federal Transportation Alternative Program.

September 29, 2014 Council was notified by email that the City was successful in receiving the grant.

September 25, 2015 the **U.S. Highway 50 and B.5 Road Path** (aka B ½ Road Overpass Multimodal) project was included as part of the capital budget balancing presented to Council at the budget retreat.

Attachments:

Resolution

RESOLUTION NO. ____-15

**A RESOLUTION ACCEPTING FEDERAL AID FUNDS FOR CONSTRUCTION WORK
ON THE U.S. HIGHWAY 50 AND B.5 ROAD PATH PROJECT, AUTHORIZING CITY
MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER TO SIGN AN
INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF
TRANSPORTATION**

Recitals:

The City has requested funds from the Transportation Alternatives Program (TAP) for a local construction project to be completed across Highway 50 along the B ½ Road alignment. The proposed project will tie into the City's previously completed Community Development Block Grant project on B ½ Road west of Highway 50, utilize the eastbound lane over Highway 50 and then construct additional bike path along B ½ Road to tie into Mesa County's existing bike path at 27 ¾ Road. Pedestrian level lighting, Type 7 barrier down the middle and new bridge railing/fencing will provide for an inviting and safe facility.

Federal aid funds were awarded to the City for the Transportation Alternatives Program, through an Intergovernmental Agreement (IGA) between the Colorado Department of Transportation (CDOT) and the City of Grand Junction. The Project identifying numbers are PROJECT # TAP M555-032, (Project Code 20736 / STIP SR37010). A total amount of \$1,200,000 is awarded to the City from the Program and pursuant to the IGA the City must contribute matching funds in the amount of \$300,000.

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

Federal aid funds in the amount of \$1,200,000 awarded to the City for construction work for the **U.S. HIGHWAY 50 AND B.5 ROAD PATH** Project are hereby accepted and that the City Manager is hereby authorized to expend \$300,000 in matching funds for the project. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED AND APPROVED this _____ day of _____ 2015.

Phyllis Norris
President of the Council

ATTEST:

Stephanie Tuin
City Clerk

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 11/18/15

Citizen's Name: Richard Swingle

Address: 443 Mediterranean Way

Grand Junction, CO 81507-4525

Phone Number: (970) 243-2546

Subject: Broadband- other communities

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.