



**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 6, 2016
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

Proclamation

Proclaiming January 2016 as “National Crime Stoppers Awareness Month” in the City of Grand Junction [Attachment](#)

Appointments

To the Visitor and Convention Bureau Board of Directors

Citizen Comments

Council Comments

*Revised January 7, 2016
** Indicates Changed Item
*** Indicates New Item
® Requires Roll Call Vote*

REVISED

* * * CONSENT CALENDAR * * *

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

Action: Approve the Summary of the December 14, 2015 Workshop and the Minutes of the December 16, 2015 Regular Meeting

2. **2016 Meeting Schedule and Posting of Notices** [Attach 2](#)

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Resolution No. 01-16 – A Resolution of the City of Grand Junction Designating the Location for the Posting of the Notice of Meetings, Establishing the 2016 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

®Action: Adopt Resolution No. 01-16

Staff presentation: Stephanie Tuin, City Clerk

3. **Setting a Hearing on the Fox Meadows Annexations No. 1 and No. 2, Located at 3175 D ½ Road** [Attach 3](#)

A request to annex 8.959 acres, located at 3175 D ½ Road. The Fox Meadows Annexation is a two-part annexation and consists of one parcel and 0.65 acres of D ½ Road public right-of-way.

Resolution No. 02-16 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexations, and Exercising Land Use Control, Fox Meadows Annexations No. 1 and No. 2, Located at 3175 D ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fox Meadows Annexation No. 1, Consisting of 0.150 Acres of D ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fox Meadows Annexation No. 2, Consisting of One Parcel and a Portion of the D ½ Road Right-of-Way, Located at 3175 D ½ Road

®Action: *Adopt Resolution No. 02-16 and Introduce the Proposed Annexation Ordinances and Set a Hearing for February 17, 2016*

Staff presentation: Brian Rusche, Senior Planner

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

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

4. **Grant Application to the Federal Aviation Administration (FAA) for the Grand Junction Regional Airport Authority's Terminal Area Plan** [Attach 4 Supplemental Document](#)

This AIP grant application seeks discretionary grant monies from the FAA to update the Airport's Terminal Area Plan (TAP).

Action: *Authorize the Airport Authority to Apply for a Planning Grant through the Federal Aviation Administration to Update the Terminal Plan*

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

- ***5. **Request from HomewardBound for Financial Support for the Shelter** [Attach 5](#)

HomewardBound of the Grand Valley is requesting City Council's consideration of funding in the amount of \$45,000 toward the Homeless Shelter's 2016 operating expenses.

Action: *Approve Funding of the HomewardBound Request in the Amount of \$45,000*

Presentation: Bill Wade, HomewardBound Board Vice President
Jade Joyce, HomewardBound Executive Director

6. **Non-Scheduled Citizens & Visitors**
7. **Other Business**
8. **Adjournment**



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, *crime is a scourge on our society; it tears apart lives and breeds feelings of fear, anger, and helplessness. As caring citizens, we are obligated to do everything in our power to ensure our communities are not victimized by criminals; and*

WHEREAS, *the Crime Stoppers of Mesa County program has empowered the citizens of Mesa County to take a stand against crime. This program brings together businesses, citizens, law enforcement, the school district, and the media to combat crime and make our communities safer; and*

WHEREAS, *combining media awareness, monetary rewards, and anonymity for tipsters, Crime Stoppers of Mesa County has created an effective method for solving crimes and helping citizens take back control of their neighborhoods; and*

WHEREAS, *Crime Stoppers has been particularly effective in Mesa County. Since 1983, Crime Stoppers of Mesa County has received 18,181 tips, which have led to 1,703 arrests and 1,594 cases cleared. That effort has resulted in \$266,040 in rewards paid to anonymous tipsters and \$9,043,856 in property and drugs recovered as of December 2015; and*

WHEREAS, *Crime Stoppers of Mesa County has forged strong working relationships with all area law enforcement agencies including: Colorado State Patrol, Fruita Police Department, Grand Junction Police Department, Mesa County Sheriff's Office, and the Palisade Police Department; and*

WHEREAS, *Crime Stoppers of Mesa County is undertaking a monthly campaign to increase awareness of community safety issues as well as awareness of its successful crime prevention and reduction efforts.*

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim January 2016 as

"National Crime Stoppers Month"

in the City of Grand Junction and encourage all citizens of Grand Junction to join Crime Stoppers of Mesa County to increase their participation in the effort to prevent crime, thereby strengthening the communities in which they live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 6th day of January, 2016.



Mayor



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
December 14, 2015 – Noticed Agenda Attached

Meeting Convened: 5:17 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:40 p.m.

City Council Members present: All

Staff present: Moore, Shaver, Hazelhurst, S. Williams, Carruth, Schoeber, Alexander, Ancell, Romero, Tonello, Valentine, Kovalik, Camper, Rainguet, Kovalik, Evans, S. Caskey, Watkins, Taylor, Police and Fire Department employees, and Tuin

Also: Dave Roper (former Risk Manager), Richard Swingle, Dennis Simpson, and Amy Hamilton

Interim City Manager (ICM) Tim Moore opened the meeting.

Agenda Topic 1. Retiree Health Program

ICM Moore asked Human Resources Director Claudia Hazelhurst to give background on the Retiree Health Program. Ms. Hazelhurst referred to the materials provided and also explained the Program's intent was to provide those in physically demanding jobs the opportunity to retire with affordable health insurance benefits before they are Medicare eligible by prepaying a portion of the premiums. She noted, after a recent internal study was conducted by Risk Management, increases were implemented to ensure the Program's solvency. With the Affordable Care Act, other health plans are available, however their premiums are much higher and benefits much lower. The questions needing to be answered are: should this benefit be offered, and, if yes, then how should it be funded.

Councilmember Chazen asked if the Plan increases helped reduce the City's listed \$12 million financial liability. Finance Supervisor Sonya Evans explained that according to the Governmental Accounting Standards Board (GASB), the City cannot list the Plan's assets (employee buy ins and ongoing contributions) and therefore the liability amount does not reflect an accurate picture. There was further discussion regarding specific amounts and accounts listed in the materials provided and the assumptions on which some of the amounts were derived.

City Attorney Shaver said Staff is recommending creating a Trust because it would clean up several issues since it would be a separate entity from the City; transferring the Plan's funds to a Trust would eliminate the City's legal obligation to the Program and they would no longer be subject to GASB regulations. Ms. Evans said if the Retiree Health Fund of \$1.1 million is moved to a Trust, the City's GASB liability would be reduced to \$9.6 million. It was noted this Program is subject to annual approval and negotiations with Rocky Mountain Health Plans, so it is not a TABOR (Taxpayer Bill of Rights) issue. Various issues were brought up that a Trust board would need to consider if a Trust was created. There were concerns raised about the implicit subsidy (which is a result of blending the rate with retirees and active employees), the use of the rebate for good health rate experience, and the future solvency of the Plan.

Council agreed to bring this topic to a January 2016 meeting and vote on keeping the benefit and transferring \$1.6 million into a Trust. They asked Staff to map out two models prior to the meeting, one that includes good experience health insurance refunds and one that does not.

That concluded the discussion.

Agenda Topic 2. Avalon Theatre Discussion

Avalon Theatre Foundation (ATF) Fund Raising

Council President Norris introduced this topic and said the ATF requested clarification regarding their funding; they would like to know if funds can be simultaneously raised for their \$150,000 pledge to the City (due July 2016) and other projects keeping the funds raised segregated. Convention and Visitor Services Director Debbie Kovalik noted an unnamed previous ATF donor has again made a pledge to the ATF, this time in the amount of \$150,000; ATF is confident the pledge will be fulfilled which would free funds raised to be used for the other targeted projects.

Council gave their consensus to allow funds raised for targeted projects to be directed by the ATF.

Avalon Theatre Staffing and Promotion

Council President Norris introduced this topic and said currently Two Rivers Convention Center (TRCC) Manager Stuart Taylor does the all the marketing for the Avalon Theatre and TRCC and some organizations have asked if the City's promotional efforts could be improved for the Avalon. She noted this conversation may be premature since the Event Center Feasibility study has not yet been completed. She clarified that the study will not include information regarding day to day operations, only events. It was agreed that competing event locations need to be considered in relation to the study findings.

Ms. Kovalik said current use of the Avalon is ahead of the business plan that was approved in the Avalon's Master Plan. She mentioned the Grand Junction Downtown Development Authority wanted the Avalon to be a downtown beacon and previous Councils asked that the facility simply break even. She then asked Council to give direction regarding vision, purpose, goals, and objectives for the Avalon Theatre so Staff can formulate and implement a strategic plan to support them.

It was decided to review the Study results before making a determination regarding the Avalon.

Agenda Topic 3. Other Business

There was none.

Agenda Topic 4. Board Reports

Councilmember Traylor Smith reviewed the Grand Junction Economic Partnership's 2015 accomplishments which included obtaining 68 active prospects, 58 active leads, helped 22 local businesses, and worked with 67 new companies. The most represented industries are outdoor manufacturing and energy services.

Councilmember Boeschstein complimented the Business Incubator Center's Christmas Open House.

Councilmember Kennedy said the Parks and Recreation Advisory Board is almost done rewriting their bylaws.

With no further business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
MONDAY, DECEMBER 14, 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. **Retiree Health Program:** Information will be presented to City Council on the City's Retiree Health Plan. **Attachment**
2. **Avalon Theatre Discussion** **Supplemental Documents**
3. **Other Business**
4. **Board Reports**

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

December 16, 2015

The City Council of the City of Grand Junction convened into regular session on the 16th day of December, 2015 at 7:02 p.m. Those present were Councilmembers Martin Chazen, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, and Council President Phyllis Norris. Councilmembers Bennett Boeschenstein and Rick Taggart 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. Councilmember Traylor Smith led the Pledge of Allegiance which was followed by the invocation led by R. Mario Calderone, Assistant Sponsor with St. Germain Foundation - I am Sanctuary.

Presentation

Council President Norris introduced Chairman and Chief Executive Officer of Home Loan State Bank and Junior College (JUCO) Baseball World Series Committee Chairman Jamie Hamilton and expressed her appreciation for JUCO's contribution to the community. Mr. Hamilton said he was present to make the fifth payment of \$300,000 toward the renovation of Stocker Stadium. The JUCO committee is 80 people strong, all volunteers. He gave Deputy City Clerk Juanita Peterson the check. JUCO's 60th anniversary will be next year. He provided a photo of the Tennessee Walters State Community College baseball team taken at the Grand Junction/I-70 entrance sign which they sent to their Twitter followers and used for their Christmas card; over 10,000 cards were sent to their Tennessee followers. He then showed a video promoting JUCO and Grand Junction. He gave the City Council helmets as a trophy to recognize their support and gave a souvenir bat to Interim City Manager Tim Moore.

Proclamation

Proclaiming December 18, 2015 as "International Day of the Migrant" in the City of Grand Junction

Councilmember McArthur read the proclamation. Nicole Bernal Ruiz, Program Director of the Hispanic Affairs Project, was present to accept the proclamation. Ms. Ruiz thanked the City Council and noted this is the tenth year this has been recognized in the City of Grand Junction. She noted the contributions of those that come into the Valley from around the world. She attended a citizenship ceremony that day. She introduced Joel Flores, Hispanic Affairs Project Board President. There will be a

multicultural potluck at the Riverside Community Center on December 18th; everyone is invited.

Citizens Comments

Dustin Anzures, 1744 S. Shore Circle, Mesa AZ, addressed the City Council regarding the Grand Junction Train Depot acquisition. He and his wife own Revolution Investments, LLC and have been developing properties since 1997. They recently purchased 554 Main Street and a few weeks ago came to terms on the purchase of the Depot. He said their goal is to restore the Depot using grants and to bring Amtrak in as an anchor tenant. So far, everything is positive. They are confident the deal will go forward.

Richard Swingle, 443 Mediterranean Way, addressed the City Council. He reviewed his interest and participation in City government. He suggested a resolution for next year and presented "Seat at the Table". He named it that because he heard CenturyLink say they wanted a seat at the table. Mr. Swingle said they have had a seat at the table for 121 years, but they won't share information about providing service and were integral in the adoption of SB 05-152 which was recently overturned by Grand Junction voters. Mr. Swingle thought citizens needed a better seat at the table. He went to the December 14th Workshop and suggested each presenter be required to prepare an objectives slide for workshop presentations. As a citizen, he wasn't sure of a presentation's objective until an hour into the meeting.

Council Comments

Councilmember Kennedy talked about his attendance at the Newcomers Club on December 9th; nearly 90 people were in attendance.

Councilmember Traylor Smith mentioned Pearl Harbor Day was last week and it is a good reflection to remember that day and the sacrifices made.

Councilmember McArthur congratulated the Grand Junction Rockies. They received the 2015 Bob Freitas Award as the best short season franchise in the nation for minor league baseball. He also attended Community Hospital's Grand Valley Oncology event and the City Employees End of Year Celebration.

Councilmember Chazen attended the City's new employee orientation and the Grand Junction Downtown Development Authority (DDA)/Business Improvement District meeting and attended the Grand Junction Visitor and Convention Bureau Board meeting.

Council President Norris attended the tree lighting ceremony that was held for Delaney Clements at Lincoln Park, the City's new employee orientation, and met with the Avalon Theatre Foundation (ATF) Board.

Consent Agenda

Councilmember Kennedy read the Consent Calendar items #1 through #6 and then moved to adopt the Consent Calendar. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Summaries of the November 18, 2015 and November 30, 2015 Workshops, the Minutes of the December 1, 2015 Special Meeting, and the Minutes of the December 2, 2015 Regular Meeting

2. **Aggregate and Road Material for the Streets Division for 2016**

This request is for the purchase of an estimated 6,600 tons of 3/8" aggregate for the City's Streets Division for 2016. This aggregate will be used as chips for the 2016 Chip Seal Project.

Action: Authorize the Streets Division to enter into a contract with Whitewater Building Materials to provide Aggregate and Road Materials for the Streets Division for an estimated amount of \$115,500

3. **Software Enhancement of the Public Safety Records Management and Mobile System**

This request is to replace the current third party accident software purchased in 2010 with the integrated Tyler Public Safety Accident Module and recommended accident diagraming software, Scene PD. The Scene PD product is the software the officer uses to create the crash report. The officer will then submit the crash form electronically to the Tyler Public Safety Records Management System. Having the crash report submitted electronically from creation in the public safety system will allow for electronic reporting to the State Department of Motor Vehicles (DMV) instead of sending the report via the postal service mail.

Action: Authorize the sole source procurement of a Replacement Accident Reporting System from Tyler Technologies (formerly New World Aegis) using CDOT Grant Funds and Software Credits from Tyler Technologies

4. **Contract for Next Gen Replacement Firewall**

The Information Technology Division would like to enter into a contract with Sanity Solutions for the purchase of two High Availability configured, Dell SonicWALL SuperMassive 9400 Next Generation devices, professional installation services, and related support and maintenance agreements for an amount of \$73,765. The new system will replace the current first generation Juniper firewall system purchased in 2009 that has reached end of life with a new next generation system configured to meeting the growing cyber security threats the City now faces.

Action: Authorize the Purchasing Division to enter into a contract with Sanity Solutions for the purchase of a Fully Redundant Next Gen Replacement Firewall System in the amount of \$73,765

5. **Mesa County Animal Services Agreement for 2016**

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and authorize the Mayor to sign the 2016 Agreement with Mesa County pertaining to Animal Services

6. **Outdoor Dining Lease for Gelato Junction Inc., dba Gelato Junction Inc., Located at 449 Main Street**

Gelato Junction, Inc. Is requesting an Outdoor Dining Lease for the area located at 449 Main Street. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their premise and operate from the public right of way. Gelato Junction, Inc. does not have a liquor license. This location previously had an outdoor dining lease under prior ownership.

Resolution No. 54-15 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Gelato Junction, Inc., Located at 449 Main Street

Action: Adopt Resolution No. 54-15

ITEMS FOR INDIVIDUAL CONSIDERATION

Rural Jump-Start Zone Participation

A request for resolutions affirming the offering of tax incentives for new businesses that qualify for the Rural Jump-Start Zone Program.

Kristi Pollard, Grand Junction Economic Partnership (GJEP) Executive Director, and Derek Wagner, Vice President for Intergovernmental and Community Affairs for Colorado Mesa University (CMU), presented the resolutions affirming the offering of tax incentives for new businesses that qualify for the Rural Jump-Start Zone Program. Ms. Pollard explained the Jump-Start Colorado Zone Program and how it is an economic development tool for economically distressed areas of Colorado. This proposal is designed to spur employment, economic development, and new business in economically distressed areas as well as provide a tax-free environment for qualifying businesses for up to eight years if the local government opts in. Mesa County is eligible to apply and if the community opts in, a number of state taxes for the company and the employees will be relieved. Ms. Pollard described the requirements for a business to qualify, the types of qualifying companies, the competition clause, and the higher education connection. She noted an existing business that expands into a new division is also qualified. Qualifications prohibit a company coming in that competes with an existing company. She listed the types of industries that qualify. She then deferred to Mr. Wagner to address the educational role in the program.

Mr. Wagner explained that the prospects must have a relationship with an institution of higher education to result in positive benefits in the community. CMU is uniquely tailored for this mission with both the University and the Community College.

Ms. Pollard said the rules were recently posted and are pending the adoption of resolutions from different communities. Only three counties will be allowed in the 2016 cycle of the Program. Ms. Pollard listed the criteria the State will review to select the Counties. Currently, two companies are waiting to apply as soon as the applications are available. One is from Australia and tracks food contamination in commercial businesses and will establish their American headquarters in Grand Junction. The other company developed amphora film that is biodegradable and used primarily in water bottles. She also reviewed the 2016 application criteria, process, and what it would mean for businesses wanting to locate here. She noted the municipalities that have already adopted similar resolutions. Ms. Pollard distributed a list of the City's current, across-the-board, waivers on Sales and Use Tax.

Councilmember Chazen asked a few questions for clarification and noted he will be supporting it. Regarding CMU, he asked if they plan to implement additional curriculum. Mr. Wagner responded that it would be addressed when the applications are accepted.

Councilmember Chazen asked, if Mesa County is not selected, will they have to reapply. Ms. Pollard said yes. Mr. Wagner said all counties will be eligible in 2017.

Councilmember Chazen asked how the resolution overlaps with the City's current waivers. Ms. Pollard said the ones on the list apply to everyone; all others would only apply to Jump Start businesses and they would be required to certify the amount of equipment used in the zone to ask for a rebate.

City Attorney Shaver noted anything not on the list will be looked at as a rebate and should not be a problem to accommodate. Councilmember Chazen said there is already an exemption for materials used in manufacturing and asked for examples that would fall under this Program. City Attorney Shaver gave examples of a vehicle and other business consumables. Ms. Pollard said the City could make them exemptions rather than issue a rebate.

Councilmember Kennedy expressed his appreciation and said he supports the first resolution and Real Estate Tax relief; however he is concerned about the scope of Sales and Use Tax relief. Ms. Pollard said there is an opportunity to say yes or no by amending the resolution regarding specific taxes; she noted, from a marketing standpoint, Pueblo is a very strong competitor for this Program and the intent is to make Mesa County the strongest Jump Start candidate community. Councilmember Kennedy asked for assurances on the due diligence and vetting of applicants. Ms. Pollard gave her assurance.

Councilmember Kennedy asked if CMU's relationships with Colorado University and Colorado State University will help them meet the educational demands of the Program. Mr. Wagner said that is another tool that can be offered to companies and they will add other disciplines to the CMU curriculum if they can.

Councilmember Traylor Smith asked what else could be exempted for this Program. Interim City Manager Moore said there are some things not currently exempted that could also be considered. Councilmember Traylor Smith clarified that they are seeking an adopted resolution to increase the strength of the application.

Councilmember McArthur noted some counties that are applying do not have colleges or universities. Ms. Pollard explained colleges have a regional service area and can be selected alone or in collaboration with other higher education institutions; for example

CMU is in 14 counties. Mr. Wagner noted ineligible institutions can partner with eligible ones for the benefit of a school and business.

Councilmember Chazen asked if the other jurisdictions included all types of taxes. Ms. Pollard said Mesa County included all; the Town of Palisade did elect to include Real Estate Tax and the City of Fruita only chose to include Business Personal Property Tax.

Councilmember Chazen asked Ms. Pollard if she felt it is better to include all the taxes or include just the Business Property Tax and negotiate with each business regarding the others as an incentive. Ms. Pollard said including all of them in the resolution is better.

Councilmember Chazen asked if there is an evaluation period. Ms. Pollard said yes, each business is reviewed after a year and after five years the business needs to have met all of their established criteria. Councilmember Chazen then asked if the State revokes a business's exemption, would the City be required to take same action. City Attorney Shaver said the City would not have to take further action; the City would follow all State procedures.

Council President Norris mentioned, even with these incentives, gaining businesses would benefit the City now and in the long run. She also noted available real estate should also be a draw.

Councilmember Kennedy asked if Mesa County was accepted into the Program and did so well with it that it did not qualify the following year, what would happen to business not fully approved. Ms. Pollard said approved businesses would continue to qualify for the benefit. The City will be evaluated annually by the State to see if it still meets the distressed criteria. The largest exemption window is ten years.

Resolution No. 55-15 – A Resolution Authorizing Business Personal Property Tax Relief to Qualifying Rural Jump-Start Businesses Under Colorado Revised Statutes 39-30.5-106

Resolution No. 56-15 – A Resolution Authorizing Real Property Tax Relief and Sales and Use Tax Relief to Qualifying Rural Jump-Start Businesses Under Colorado Revised Statutes 39-30.5-106

Councilmember Chazen moved to approve Resolution Nos. 55-15 and 56-15. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

City Council took a break at 8:26 p.m. They reconvened at 8:28 p.m.

Fuel Services for City of Grand Junction Fleet Division for 2016

This request is for the purchase of fuel services from two separate local firms to provide bulk fuel deliveries, retail off-site fuel purchases, and retail Compressed Natural Gas (CNG).

Jay Valentine, Internal Services Manager, provided the background and said for the past couple of years Mesa County and the City have partnered for fuel services; starting this year and continuing the next four years Mesa County Valley School District 51 will join the cooperative venture helping to maximize the value. Three fuel service areas are required: bulk fueling, retail fuel services, and CNG retail services. Mesa County and the City have 13 bulk storage tank locations throughout the Valley, all three entities use local retail fuel services, and the City is the sole provider for CNG retail fuel. Mr. Valentine explained how bulk and retail fuel are provided.

Councilmember Kennedy inquired on the wide range of bids. Mr. Valentine explained rack pricing and how it affected the bids. The low bid was four cents per gallon over the rack price and the high bid was ten cents per gallon over, which is the difference.

Councilmember Chazen asked, based on this requested amount, what the cost per gallon works out to be. Mr. Valentine explained how he projected the estimate and noted the budget was developed earlier in the year when prices were much higher; the budgeted cost per gallon is \$3.15. Councilmember Chazen then asked if the eight cent per gallon pay back is on the floating or fixed price. Mr. Valentine said it is on the floating price the City gets from XCEL Energy and goes toward maintenance costs for the compression equipment.

Councilmember Kennedy moved to authorize the Purchasing Division to enter into a contract with Loco, Inc. of Grand Junction and Monument Clean Fuels of Grand Junction to provide Fuel Services for the Fleet Division for an estimated amount of \$1,270,205. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Kennedy wished everyone a happy holiday.

Adjournment

The meeting adjourned at 8:38 p.m.

Stephanie Tuin, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: December 1, 2015
Author: Stephanie Tuin,
Title/ Phone Ext: City Clerk, x1511
Proposed Schedule: January 6, 2016
2nd Reading
(if applicable): NA
File # (if applicable): _____

Subject: 2016 Meeting Schedule and Posting of Notices

Action Requested/Recommendation: Adopt Resolution Designating the Posting Location for Notices and Setting the Meeting Schedule for City Council Meetings in 2016

Presenter(s) Name & Title: Stephanie Tuin, City Clerk

Executive Summary:

State Law requires an annual designation of the City's official location for the posting of meeting notices. The City's Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

Background, Analysis and Options:

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place or places for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (§24-6-402(2)(c) C.R.S.). The location designated is to be the glassed-in bulletin board outside the auditorium lobby at 250 N. 5th Street.

Since 1994, the City Municipal Code has included a provision whereby the City Council determines annually the City Council meeting schedule and the procedure for calling a special meeting.

This resolution will determine the dates of the regular City Council meetings for 2016. Additional meetings may be scheduled from time to time and adequate notice will be posted prior to the holding of any additional regular meetings. The City Council also has the authority to change, reschedule, or cancel any of the listed regular meetings with proper notice.

The regularly scheduled meetings for 2016 are as follows:

Month	Dates
January	6, 20
February	3, 17
March	2, 16
April	6, 20
May	4, 18
June	1, 15
July	6, 20
August	3, 17
September	7, 21
October	5, 19
November	2, 16
December	7, 21

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

Complying with State and local law in order to be able to conduct lawful City Council meetings will allow the City Council to continue to pursue the Comprehensive Goals and Policies.

How this item relates to the Economic Development Plan:

Complying with State and local law in order to be able to conduct lawful City Council meetings will allow the City Council to continue to pursue the goals and objectives of the Economic Development Plan.

Board or Committee Recommendation:

Not applicable.

Financial Impact/Budget:

There are no financial impacts or budget implications.

Legal issues:

Compliance with State and local law is required; with the designation of posting locations and a schedule compliance as to that aspect of the law will be attained.

Other issues:

There are no other issues to consider.

Previously presented or discussed:

This has not been presented previously although annually this resolution is presented to City Council for adoption.

Attachments:

Proposed Resolution

CITY OF GRAND JUNCTION

RESOLUTION NO. __-16

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF MEETINGS,
ESTABLISHING THE 2016 CITY COUNCIL MEETING SCHEDULE, AND
ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS
FOR THE CITY COUNCIL**

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The C.R.S. §24-6-402 (2)(c) provides that "Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year".

The Grand Junction Municipal Code, Section 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

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

1. The Notice of Meetings for the local public body shall be posted on the glassed-in exterior notice board at 250 N. 5th Street, City Hall.

2. The meeting schedule for the regular meetings of the City Council in 2016 is:

Month	Dates
January	6, 20
February	3, 17
March	2, 16
April	6, 20
May	4, 18
June	1, 15
July	6, 20
August	3, 17
September	7, 21
October	5, 19
November	2, 16
December	7, 21

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming before the City Council. The City Council will determine that on a case by case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

Read and approved this ____ day of _____, 2016.

President of the Council

ATTEST:

City Clerk



Date: December 15, 2015

Author: Brian Rusche

Title/ Phone Ext: Senior Planner/4058

Proposed Schedule: Resolution Referring

Petition, January 6, 2016

1st Reading Zoning: February 3, 2016

2nd Reading: February 17, 2016

File #: ANX-2015-455

CITY COUNCIL AGENDA ITEM

Subject: Fox Meadows Annexation No. 1 and No. 2, Located at 3175 D ½ Road

Action Requested/Recommendation: Adopt a Resolution Referring the Petition and Exercising Land Use Control for the Fox Meadows Annexations No. 1 and No. 2, Introduce the Proposed Annexation Ordinances and Set a Hearing for February 17, 2016

Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex 8.959 acres, located at 3175 D ½ Road. The Fox Meadows Annexation is a two-part annexation and consists of one parcel and 0.65 acres of D ½ Road public right-of-way.

Background, Analysis and Options:

The property owner has requested annexation into the City and a zoning of R-5 (Residential 5 du/ac) to facilitate the development of a residential subdivision. Under the 1998 Persigo Agreement with Mesa County all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation to and processing by the City.

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

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

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

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

Annexation of the property will create an opportunity for future residential development in a manner consistent with adjacent residential development.

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

Annexation of the property will create an opportunity for additional housing units to be brought to market.

How this item relates to the Economic Development Plan:

Goal: Be proactive and business friendly. Streamline processes and reduce time and costs to the business community while respecting and working within the protections that have been put into place through the Comprehensive Plan.

Annexation of the property provides the developer with consistent development standards as other residential subdivisions under development in the City and is consistent with the Future Land Use Designation of Residential Medium identified in the Comprehensive Plan.

Board or Committee Recommendation:

The Planning Commission will consider the Zone of Annexation on January 12, 2016. Their recommendation will be forwarded for 1st Reading of the Zoning Ordinance on February 3, 2016.

Financial Impact/Budget:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

Legal issues:

The proposed annexation is consistent with the 1998 Persigo Agreement and Colorado law. The City Council has jurisdiction and may lawfully entertain the petition for annexation.

Other issues:

An amendment to the Pear Park Plan related to access from this property onto D ½ Road is being considered under File # CPA-2015-456.

Previously presented or discussed:

A Neighborhood Meeting was held on October 5, 2015. A summary of the meeting is attached.

This project has not been previously discussed by City Council.

Attachments:

1. Staff report/Background information
2. Annexation Map
3. Aerial Photo
4. Comprehensive Plan Future Land Use Map
5. Existing Zoning Map
6. Neighborhood Meeting Summary
7. Resolution Referring Petition
8. Annexation Ordinances

STAFF REPORT / BACKGROUND INFORMATION				
Location:		3175 D ½ Road		
Applicant:		Grand Junction Real Estate Investments LLC		
Existing Land Use:		Agricultural		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Single-Family Residential		
	South	Residential		
	East	Residential		
	West	Single-Family Residential		
Existing Zoning:		County RSF-R (Residential Single-Family Rural)		
Proposed Zoning:		R-5 (Residential 5 du/ac)		
Surrounding Zoning:	North	County RMF-5 (Residential Multi-Family District)		
	South	County PUD (Planned Unit Development)		
	East	County RMF-8 (Residential Multi-Family District) County PUD (Planned Unit Development)		
	West	County RSF-R (Residential Single-Family Rural) County RMF-5 (Residential Multi-Family District)		
Future Land Use Designation:		Residential Medium		
Zoning within density/intensity range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation consists of two parts: Fox Meadows Annexation No. 1 consists of 0.150 acres of D ½ Road public right-of-way. Fox Meadows Annexation No. 2 consists 8.809 acres, which is comprised of one (1) parcel and 0.50 acres of D ½ Road public right-of-way.

The property owner has requested annexation into the City and a zoning of R-5 (Residential 5 du/ac) to facilitate the development of a residential subdivision. Under the 1998 Persigo Agreement with Mesa County all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation to and processing by the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

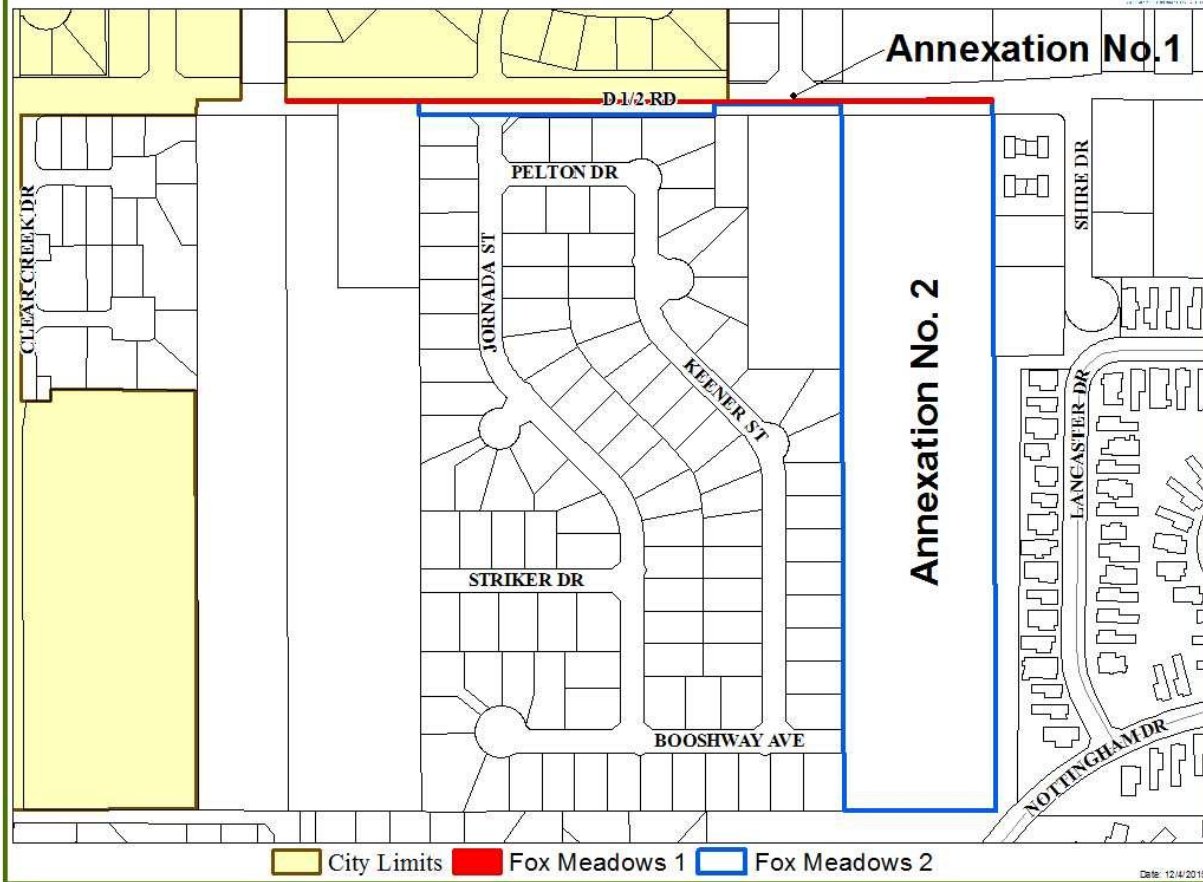
The following annexation and zoning schedule is being proposed:

<u>ANNEXATION SCHEDULE</u>	
January 6, 2016	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
January 12, 2016	Planning Commission considers Zone of Annexation
February 3, 2016	Introduction of a Proposed Ordinance on Zoning by City Council
February 17, 2016	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
March 20, 2016	Effective date of Annexation and Zoning

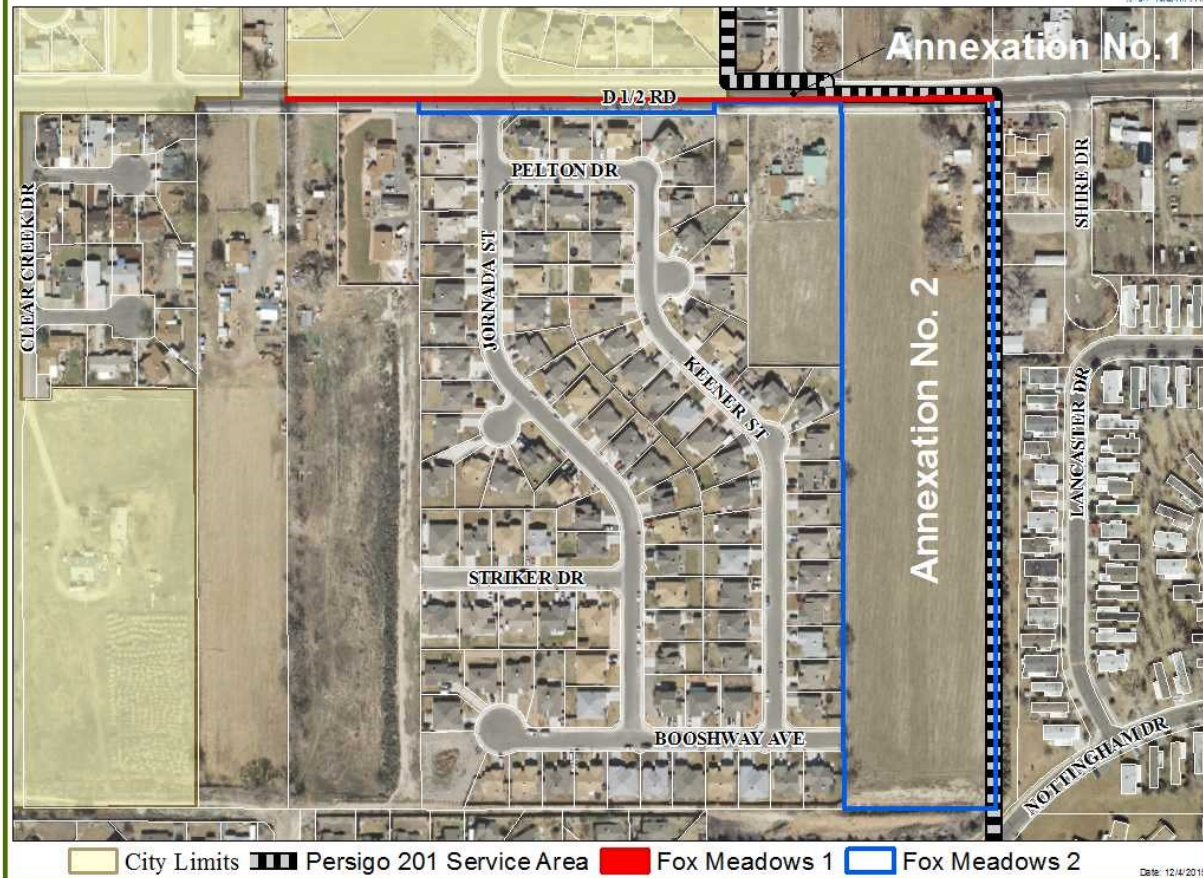
FOX MEADOWS ANNEXATION #1 & #2 - BACKGROUND INFORMATION

File Number:	ANX-2015-455	
Location:	3175 D ½ Road	
Tax ID Number:	2943-154-00-053	
# of Parcels:	1	
Estimated Population:	1	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	1	
Acres land annexed:	8.959	
Developable Acres Remaining:	8.309	
Right-of-way in Annexation:	0.65	
Previous County Zoning:	County RSF-R (Residential Single-Family Rural)	
Proposed City Zoning:	R-5 (Residential 5 du/ac)	
Current Land Use:	Agricultural	
Future Land Use:	Residential	
Values:	Assessed:	\$6540
	Actual:	\$59,310
Address Ranges:	3175 D ½ Road	
Special Districts:	Water:	Clifton Water District
	Sewer:	Persigo 201 sewer service area
	Fire:	Clifton Fire Protection District
	Irrigation/ Drainage:	Grand Valley Irrigation Company Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	Grand River Mosquito Control District

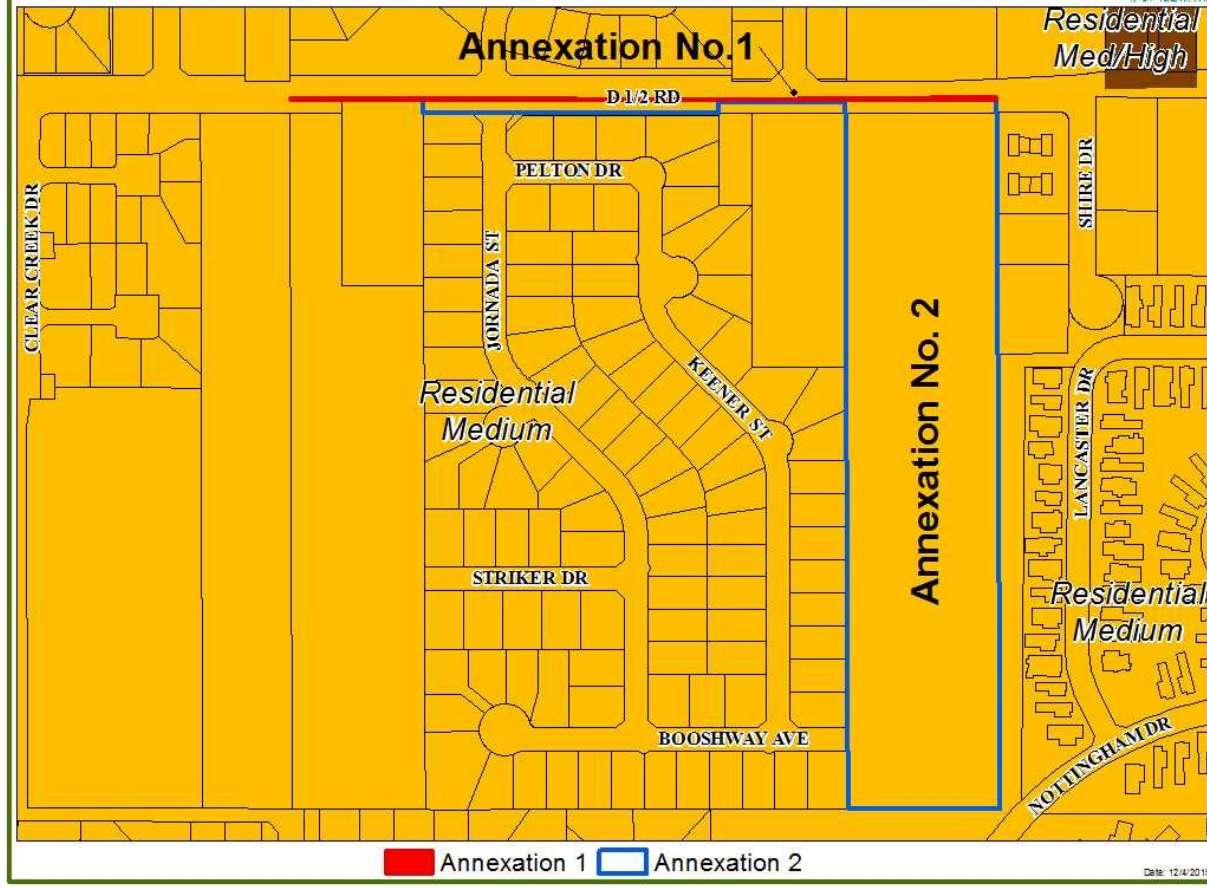
Fox Meadows Annexation No. 1 & 2



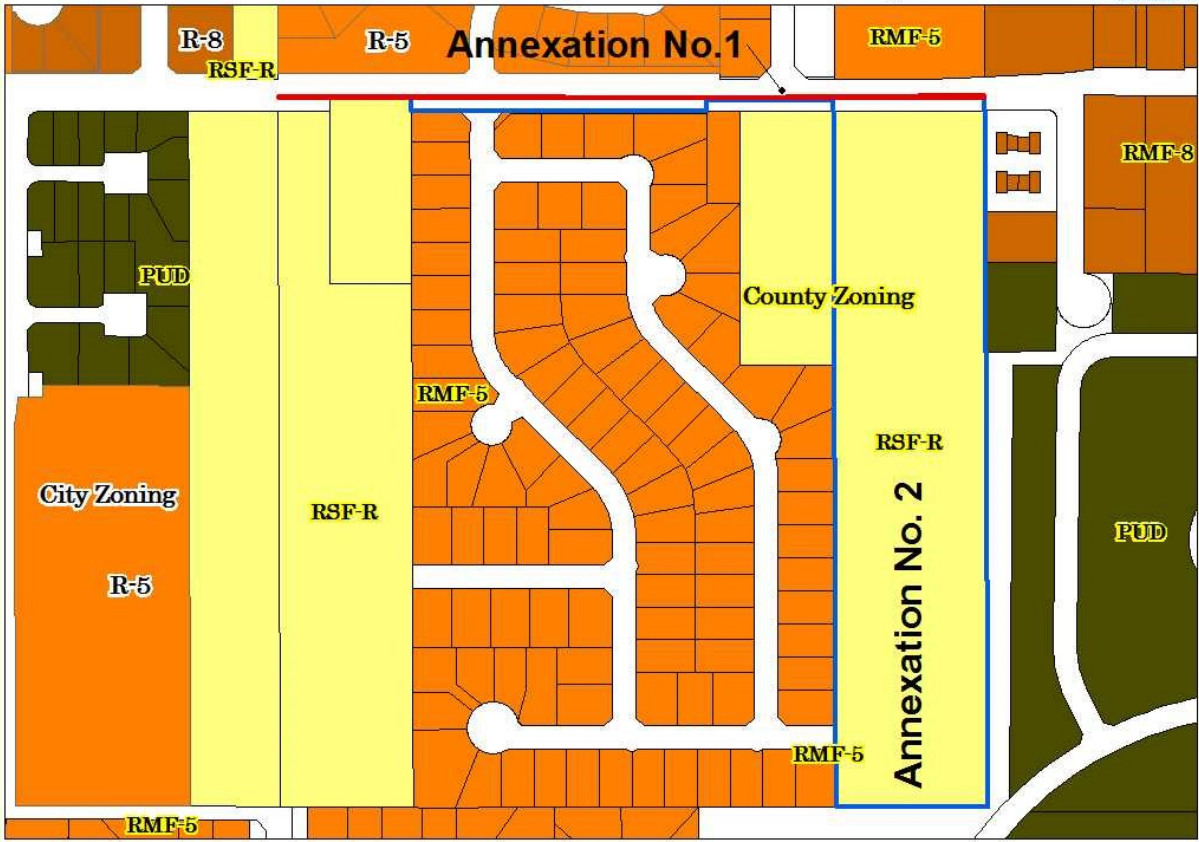
Fox Meadows Annexation No. 1 & 2



Fox Meadows Annexation No. 1 & 2 - Future Land Use



Fox Meadows Annexation No. 1 & 2 - Zoning



Annexation 1 Annexation 2

Date: 12/4/2015

FOX MEADOWS SUBDIVISION
Annexation and Preliminary/Final Plan Applications
NEIGHBORHOOD MEETING
October 7, 2015

A neighborhood meeting to discuss the pending Annexation and Preliminary/Final Plan applications was held at 5:30 p.m. on October 5, 2015 at the Christian Church of God, 3198 E Road.

In addition to Brian Rusche, Community Development Department staff planner, the land owner and his representative, six neighbors out of the approximately 240 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 60 minutes. Topics specific to the annexation and development proposal discussed included:

Comment: Size and type of construction for the dwellings.

Applicants Response: The houses will have three bedrooms, two baths a two car garage and will be a minimum of 1,500 square feet. The exterior of the mainly one story dwellings will be stucco and stone accents. The estimated price point will be \$180,000 to \$220,000.

Comment: The lack of Parks in this area of Pear Park.

Applicants Response: The City Staff planner explained the position on the size and location of public park lands. Fox Meadow will pay a Park Impact Fee equal to ten percent of the properties raw land value. This money is used for acquiring future public park land.

Comment: Traffic congestion at the Chatfield Elementary School drop-off and pick-up area along D 1/2 Road.

Applicants Response: D 1/2 Road is fully improved with sidewalks along each side and a cross walk nearby. If it is the School District's desire, the City would be will to offer its resources to review the situation and offer recommendations.

Comment: The owner of the property at 3169 D 1/2 Road stated that the irrigation return water discharges onto the Fox Meadows property and travels south in an earthen ditch to an existing drain ditch.

Applicants Response: Colorado Law does not allow an adjacent property to impede historic drainage patterns. During the next phase of the development process, an appropriate sized pipeline will be designed and constructed.

Comment: The plan stub street to the property at 3169 D 1/2 Road.

Applicants Response: The City requires stub streets to adjoining parcels that have the potential for future subdivision. Two sketches showing that the planned stub street is in a

proper location for the future development were presented to the land owner in attendance.

Comment: Will there be a HOA and Covenants for the subdivision?

Applicants Response: A HOA will be form in accordance with Colorado Statutes for the ongoing maintenance of the Landscaped Buffers along D ½ Road and the Stormwater Management Facility. Covenants will be adopted to insure ongoing protection to the future residents of the development, and surrounding property owners.

Comment: What will be the affect of the Fox Meadows property annexation to the Dove Creek Subdivision?

Applicants Response: The City's Staff Planner explained that annexation of the Dove Creek Subdivision would require a request to the City by more than 50 percent of the land owners with the development and this current request would not trigger annexation at this time. The planner also explained some of the benefits that is provided by the City to their residents. Property taxes would not be affected. However, the City does have its own sales tax in addition the State and County.

Comment: View preservation.

Applicants Response: The City Development Code does not require any view preservation measures be under taken in the surrounding area. A majority of the planned dwellings will be one story in height and placed approximately 20 feet from the planned street right-of-way. Because of the depth of the planned lots, the rear of the house would be in the range of 50 feet east of the west subdivision boundary, thus reducing some of the visual impact.

Comment: Construction schedule and phasing.

Applicants Response: The project will be developed in a single phase. The entitlement process will occur this winter; site development will be completed before the end of the summer in 2016 with construction of the first dwelling at approximately the same time.

Respectfully submitted,

Steve Voytilla, Owner
Grand Junction Real Estate, LLC.

NEIGHBORHOOD MEETING

[illegible]

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 6th day of January, 2016, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

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

FOX MEADOWS ANNEXATIONS NO. 1 AND NO. 2

LOCATED AT 3175 D ½ ROAD

WHEREAS, on the 6th day of January, 2016, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

FOX MEADOWS ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian and being more particularly described as follows:

The North 5.00 feet of the NW 1/4 SE 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian.

CONTAINING 6,551 Square Feet or 0.150 Acres, more or less, as described hereon.

FOX MEADOWS ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW 1/4 SE 1/4 of said Section 15 and assuming the North line of the NW 1/4 SE 1/4 of said Section 15 bears S 89°54'16" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°07'43" E along the East line of the NW 1/4 SE 1/4 of said Section 15, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°07'43" E along the East line of the NW 1/4 SE 1/4 of said Section 15, a distance of 1,315.21 feet, more or less, to a point being the Southeast corner of the NW 1/4 SE 1/4 of said Section 15; thence N 89°52'41" W, along the South line of the NW 1/4 SE 1/4 of said Section 15, a distance of 280.44 feet, more or less, to a point being the Southeast corner of Dove Creek Subdivision, as same is recorded in Book 3925, Pages 704 and 705, Public Records of Mesa County, Colorado; thence N 00°07'50" W, along the East line and the Northerly projection

thereof, of the East line of said Dove Creek Subdivision, a distance of 1,310.08 feet; thence N 89°54'16" W, along a line 10.00 feet South of and parallel with, the North line of the NW 1/4 SE 1/4 of said Section 15, a distance of 234.24 feet; thence S 00°07'50" E along the Northerly projection of the East line of Lot 4, Block 1 of said Dove Creek Subdivision, a distance of 20.00 feet to a point being the Northeast corner of said Dove Creek Subdivision; thence N 89°54'16" W, along the North line of said Dove Creek Subdivision, a distance of 547.96 feet, more or less, to a point being the Northwest corner of said Dove Creek Subdivision; thence N 00°04'29" E, along a line being the Northerly projection of the West line of said Dove Creek Subdivision, a distance of 25.00 feet; thence S 89°54'16" E, along a line 5.00 feet South of and parallel with, the North line of the NW 1/4 SE 1/4 of said Section 15, a distance of 1,062.62 feet, more or less, to the Point of Beginning.

LESS HOWEVER, any portion of the Chatfield Subdivision, as same is recorded in Plat Book 12, page 75, Public Records of Mesa County, Colorado that may exist within the limits of the NW 1/4 SE 1/4 of said Section 15 due to a conflict with the Easterly boundary of said Chatfield Subdivision.

CONTAINING 383,707 Square Feet or 8.809 Acres, more or less, as described hereon.

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

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

1. That a hearing will be held on the 17th day of February, 2016, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Division of the City.

ADOPTED the _____ day of _____, 2016.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
January 8, 2016
January 15, 2016
January 22, 2016
January 29, 2016

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FOX MEADOWS ANNEXATION NO. 1

CONSISTING OF 0.150 ACRES OF

D ½ ROAD RIGHT-OF-WAY

WHEREAS, on the 6th day of January, 2016, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of February, 2016; and

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

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

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

FOX MEADOWS ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian and being more particularly described as follows:

The North 5.00 feet of the NW 1/4 SE 1/4 of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian.

CONTAINING 6,551 Square Feet or 0.150 Acres, more or less, as described hereon.

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

INTRODUCED on first reading on the _____ day of _____, 2016 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2016 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FOX MEADOWS ANNEXATION NO. 2

CONSISTING OF ONE PARCEL AND A PORTION OF THE D ½ ROAD

RIGHT-OF-WAY, LOCATED AT 3175 D ½ ROAD

WHEREAS, on the 6th day of January, 2016, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of February, 2016; and

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

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

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

FOX MEADOWS ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian and being more particularly described as follows:

COMMENCING at the Northeast corner of the NW 1/4 SE 1/4 of said Section 15 and assuming the North line of the NW 1/4 SE 1/4 of said Section 15 bears S 89°54'16" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°07'43" E along the East line of the NW 1/4 SE 1/4 of said Section 15, a distance of 5.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°07'43" E along the East line of the NW 1/4 SE 1/4 of said Section 15, a distance of 1,315.21 feet, more or less, to a point being the Southeast corner of the NW 1/4 SE 1/4 of said Section 15; thence N 89°52'41" W, along the South line of the NW 1/4 SE 1/4 of said Section 15, a distance of 280.44 feet, more or less, to a point being the Southeast corner of Dove Creek Subdivision, as same is recorded in Book 3925, Pages 704 and 705, Public Records of Mesa County, Colorado; thence N 00°07'50" W, along the East line and the Northerly projection thereof, of the East line of said Dove Creek Subdivision, a distance of 1,310.08 feet;

thence N 89°54'16" W, along a line 10.00 feet South of and parallel with, the North line of the NW 1/4 SE 1/4 of said Section 15, a distance of 234.24 feet; thence S 00°07'50" E along the Northerly projection of the East line of Lot 4, Block 1 of said Dove Creek Subdivision, a distance of 20.00 feet to a point being the Northeast corner of said Dove Creek Subdivision; thence N 89°54'16" W, along the North line of said Dove Creek Subdivision, a distance of 547.96 feet, more or less, to a point being the Northwest corner of said Dove Creek Subdivision; thence N 00°04'29" E, along a line being the Northerly projection of the West line of said Dove Creek Subdivision, a distance of 25.00 feet; thence S 89°54'16" E, along a line 5.00 feet South of and parallel with, the North line of the NW 1/4 SE 1/4 of said Section 15, a distance of 1,062.62 feet, more or less, to the Point of Beginning.

LESS HOWEVER, any portion of the Chatfield Subdivision, as same is recorded in Plat Book 12, page 75, Public Records of Mesa County, Colorado that may exist within the limits of the NW 1/4 SE 1/4 of said Section 15 due to a conflict with the Easterly boundary of said Chatfield Subdivision.

CONTAINING 383,707 Square Feet or 8.809 Acres, more or less, as described hereon.

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

INTRODUCED on first reading on the _____ day of _____, 2016 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2016 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk



CITY COUNCIL AGENDA ITEM

Date: January 6, 2016

Author: Ben Johnson

Title/ Phone Ext:

Airfield Operations Manager

970-248-8596

Proposed Schedule: January 6, 2016

2nd Reading (if applicable): N/A

File # (if applicable): N/A

Subject: Grant Application to the Federal Aviation Administration (FAA) for the Grand Junction Regional Airport Authority's Terminal Area Plan

Action Requested/Recommendation: Authorize the Airport Authority to Apply for a Planning Grant through the Federal Aviation Administration to Update the Terminal Plan

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

Executive Summary: This AIP grant application seeks discretionary grant monies from the FAA to update the Airport's Terminal Area Plan (TAP).

Background, Analysis and Options:

Mead Hunt, GJRAA's planner of record, has negotiated a task order with GJRAA for this purpose. The basis of the application is that the 2011 TAP did not include architectural plans for the existing terminal building nor a financial plan to address the TAP in conjunction with GJRAA's Capital Improvement Program (CIP). The deliverables from the Terminal Area Plan (TAP) update including:

1. The re-phasing of the TAP to address deferred maintenance and modernization of the existing terminal for continued use into the foreseeable future;
2. A re-phasing of the other terminal areas including an analysis of what to do with the unfinished administration building within the TAP. The unfinished administrative building analysis will review the reports prepared by the Architectural Alliance Group, LLC (AAG) in 2015;
3. The re-phasing plan of the TAP will be reviewed together with other airport improvements from which a new proposed Capital Improvement Program (CIP) will be developed;
4. Along with the proposed CIP will be a financial analysis to establish funding alternatives including a look at the airports rates and charges plus debt alternatives to maximize the debt capacity while leveraging up discretionary grant opportunities and the airport's liquidity.

Previously, the position of the FAA was not to allow grants for planning purposes at the Airport due to the high amount of planning grants/dollars received in recent history. The FAA has agreed to reconsider its position upon review of our application and contingent upon the availability of discretionary funds. The FAA's expression to support a reconsideration was made at a December 7, 2015 meeting with GJRAA management and representatives.

The benefit of this project will be a revised CIP and financial plan that takes into consideration the current need to construct a new runway, needs of the current terminal building, the half constructed administration building and the identified need to construct a new terminal, in light of the financial capabilities and constraints at the Airport. This will give the Airport a solid foundation for future capital planning.

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 approved the application at its December 15th Regular Meeting.

Airport staff is recommending that the City of Grand Junction, City Council approve the Grant Application to the Federal Aviation Administration, in the amount as follows:

AIP 56 - \$152,941

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 56 – Terminal Area Plan Update	
Federal Aviation Administration AIP Grant:	\$152,941
Grand Junction Regional Airport Authority:	\$16,994
Total Project Cost (Estimated)	\$169,935

Legal issues:

Typically FAA grants include a number of “grant assurances” as well as representations about the use of grant funds. The City Council should consider the Authority’s representations made in the application and testimony in support thereof and if confident in the application, may legally authorize it to be filed. 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:

This has not been previously presented.

Attachments:

Grant Application – AIP 56

GJT AIP Grant Application

Table of Contents

Standard Form 424

FAA Form 5100-100

Project Scope and Cost Estimate

DOT Title VI Assurance

Sponsor Assurances

Current FAA Advisory Circulars

Sponsor Certifications

Title VI Pre-Award Sponsor Checklist

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 * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier:	
5a. Federal Entity Identifier: *5b. Federal Award Identifier: 3-08-0027-056-2016	
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): *c. Organizational DUNS: EIN 84-6111114 156135394	
d. Address:	
*Street 1: 800 Eagle Drive Street 2: _____ *City: Grand Junction County: Mesa *State: CO Province: _____ *Country: U.S.A. *Zip / Postal Code 81506	
e. Organizational Unit:	
Department Name: Grand Junction Regional Airport Authority 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: 970-241-9103	
*Email: bjohnson@gjairport.com	

Application for Federal Assistance SF-424

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

B. County Government

Type of Applicant 2: Select Applicant Type:

C. City or Township Government

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

Airport Authority - Political Subdivision of the State of Colorado

***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, Colorado

***15. Descriptive Title of Applicant's Project:**

Terminal Area Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 3rd	*b. Program/Project: 3rd
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: January 2016	*b. End Date: July 2016
18. Estimated Funding (\$):	
*a. Federal	152,941
*b. Applicant	16,994
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	169,935
*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.)	
<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: Board Chairman	
*Telephone Number: 970-244-9100	Fax Number: 970-241-9103
* Email: rwagner@gairport.com	
*Signature of Authorized Representative:	*Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

**PART II
PROJECT APPROVAL INFORMATION****Item 1.**

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:
Priority:**Item 2.**

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)**Item 3.**

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☒ Yes ☐ No

Name of Approving Agency: City of Grand Junction

Date: / / Pending

Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

State ☐
Local ☒
Regional ☐

Location of Plan:

Grand Junction Regional Airport

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ 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?

☐ Yes ☒ No

N/A - Planning Project Only

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals. _____
Families. _____
Businesses. _____
Farms. _____**Item 10.**

Is there other related Federal assistance on this project previous, pending, or anticipated?

☒ Yes ☐ No

Previous Federal Assistance for Terminal Area Plan

FAA - AIP - 3-08-0027-048

Contract #DOT-FA11NM-1007

Federal Share \$382,958.00

This grant application includes architectural services including a review of the current terminal building for interim

phasing purposes plus the development of a finance plan.
Neither of these two elements were part of the prior grant.

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20.106	\$	\$	\$ 152,941	\$	\$ 152,941
2. Local Match					16,994	16,994
3.						
4.						
5. TOTALS		\$	\$	\$ 152,941	\$ 16,994	\$ 169,935

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)FAA	(2)Local	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	152,941	16,994			169,935
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 152,941	\$ 16,994	\$	\$	\$ 169,935
l. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4th Quarter
13. Federal	\$ 152,941	\$ 76,470	\$ 76,470	\$	\$
14. Non-Federal	16,994	8,498	8,498		
15. TOTAL	\$ 169,935	\$ 84,968	\$ 84,968	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Terminal Area Plan Update

AIRPORT : Grand Junction Regional Airport

1. Objective:

The purpose of this project is to update Terminal Area Plan (TAP). The 2011 TAP did not address architectural alternatives to address capital improvements identified in the engineering study. There have been several significant changes to conditions at the Airport and the current terminal building since 2011. The update effort will include an update to engineering matters with respect to current conditions of the terminal building. The deliverables of the Update will include architectural alternatives for the TAP, a rephrasing of the TAP, development of a capital finance plan for TAP alternatives together other airport improvements identified in the Airport's Capital Improvement Program (CIP) and a new proposed CIP.

2. Benefits Anticipated:

The benefit of this project will be a revised CIP and financial plan that takes into consideration the current need to construct a new runway, needs of the current terminal building, the half constructed administration building and the identified need to construct a new terminal, in light of the financial capabilities and constraints at the Airport. This will give the Airport a solid foundation for future capital planning.

3. Approach : (See approved Scope of Work in Final Application)

Experienced consultants selected and retained by the Airport for planning needs will complete this work. For a detailed explanation of the approach, please see the draft Scope of Work attached to this application.

4. Geographic Location:

Terminal area campus at the Grand Junction Regional Airport, Grand Junction, Mesa County, Colorado

5. If Applicable, Provide Additional Information:

The programmed budget for this project is estimated at this time. An independent fee estimate and fee negotiation will be conducted to determine the reasonableness of the proposed fees.

6. Sponsor's Representative: (include address & telephone number)

Ben Johnson
Airfield Operations Manager
800 Eagle Drive
Grand Junction, CO 81506
970-248-8596

Planning and Environmental Services Contract

This Planning and Environmental Services Contract (the "Contract") is entered into between the **Grand Junction Regional Airport Authority**, a political subdivision of the State of Colorado, having an address of 800 Eagle Drive, Grand Junction, Colorado 81506, (the "Sponsor") and **Mead and Hunt, Inc.**, having an address of 1616 East 15th Street, Tulsa, OK 74120 (the "Consultant").

1. **Projects.** The Sponsor agrees to retain the Consultant to perform the scope of consulting services outlined below, at the Grand Junction Regional Airport, Mesa County, Colorado (the "Airport"). The scope of work contemplated under this Contract is for planning and environmental services in connection with various improvements to the Airport (each a "Project" hereinafter). Said Projects may include, but are not necessarily limited to, the following items:

The following planning and environmental projects are anticipated to be funded with AIP grants:

1. Terminal Area Planning Services
2. Airport Master Plan Study, including compliance with AGIS requirements
3. Compatible Land Use Planning
4. Land Acquisitions/transfers
5. Environmental documentation for projects involving:
 - Passenger Terminal and Support Facilities
 - Relocation/reconstruction of runways and associated pavements
 - New ARFF Station
 - Land Acquisitions/Transfers

Planning and environmental services to be provided that will not be funded with AIP grants include:

- a. General Airport Planning Services
- b. General Environmental Services, including compliance with NEPA requirements
- c. Airport Development Analysis
- d. Project Feasibility Studies
- e. Planning and Environmental services for a possible future I-70 Interchange at 29 Road
- f. Environmental documentation for Rental Car Service Facility Expansion
- g. Other related planning and environmental services, as requested by Sponsor

Nothing herein shall prohibit the Sponsor from (a) contracting with other Consultants or Consulting firms for work not included or listed above, (b) contracting with other Consulting firms with respect to these Projects after the expiration or sooner termination of this Contract or (c) determining that some or all of the above-described Projects will not be undertaken, either because they do not receive funding or otherwise.

This Contract shall not be construed to guarantee any work for Consultant, either on the above-described Projects or otherwise, and Sponsor reserves the right to award any Airport Consulting and/or consulting services to another firm without terminating this Contract.

2. **Scope of Services.** Consultant's services for the above described Projects will be provided in accordance with mutually agreed upon amendments to this Contract issued pursuant to Section 3 below, and may include one or more of the services described in the following Section 2.1, as specifically addressed in each amendment (the "Services"). Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in the Contract or an amendment hereto. Sponsor's decision as to whether or not to enter into any such amendment to this Contract may be made by Sponsor in its discretion. Consultant, its agents, and employees shall perform the Services under this Contract as an independent contractor to the Sponsor.

2.1 **PART A: BASIC SERVICES (PRE-APPLICATION AND DESIGN/CONSULTING)**

- 2.1.1 As requested, assist the Sponsor in the preparation of the Pre-application. Prepare the Program Sketch, Program Narrative, and Consultant's Estimate and assist the Sponsor with the required Statements and Notifications, the Environmental Documentation, and the State and Regional reviews as required;
- 2.1.2 Consult/coordinate with the Sponsor, the Sponsor's staff, and as necessary, the Federal Aviation Administration ("FAA"), the Colorado Division of Aeronautics ("CDOA"), airport users, the City of Grand Junction, the County of Mesa and other interested parties;
- 2.1.3 Review and revise as necessary, the airport drawings which provide the basis for the project design;
- 2.1.4 Provide acceptable Airport Layout Plans, exhibits, and associated drawings, as required;
- 2.1.5 Provide acceptable environmental services, documentation, exhibits, and associated drawings, as required;
- 2.1.6 Prepare and submit final plans, specifications, and contract documents for approval by the Sponsor and (as required) to the FAA and/or CDOA;
- 2.1.7 Prepare or assist in the preparation of the Application for Federal Funds and the Property Map (Exhibit "A" thereto) and for State airport aid;
- 2.1.8 Perform miscellaneous consulting services, e.g. noise studies as requested by airport management.

3. **Compensation.**

- 3.1 Consulting services to be performed under this Contract will be ordered as required by the Sponsor via execution of mutually agreed upon amendments.
 - 3.2 Compensation for services shall be on a Lump Sum or Cost Reimbursable basis as mutually agreed upon by the parties. The amendments issued under the Contract shall specifically identify the services, the type of Compensation, the applicable rates, and the reimbursable expenses, but shall otherwise be subject to all terms and conditions of this Contract.
 - 3.3 For performance of the Services described in each Lump Sum amendment, Sponsor shall pay the Lump Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.
 - 3.4 For performance of the Services described in each Cost Reimbursable amendment, Sponsor shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific Project. The rates are identified on Attachment "A," Established Hourly Rate Schedule and hereby incorporated. The rates set forth in Attachment "A" are subject to annual revision by the Consultant.
 - 3.5 Expenses for Lump Sum and Cost Reimbursable projects shall be reimbursed by Sponsor as identified in the amendment.
 - 3.6 Payments for all Services shall be due within forty (40) days after the receipt of invoices. If Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.
4. **Change of Scope.** It is mutually agreed that any change in the scope of the Project as outlined in Article 1 above, or the services outlined in Sections 2.1 above, and/or delays (including completion of the work in more than one project) by the Sponsor, resulting in extra expense to the Consultant, shall be considered beyond the normal scope of this Contract, unless expressly agreed upon by the parties in an amendment. In addition to the foregoing services, the Sponsor may require additional Services such as Surveys, Redesign, or Major Changes of the concept after final plans or the FAA and/or CDOA have approved concepts. Payments to the Consultant for such work because of the change in scope of the Project shall be negotiated at the time of the anticipated change and it shall be mutually agreed to by amending this Contract before the Consultant shall be obligated to perform such changes, or Sponsor shall be obligated to make any additional payment. No course of action or dealings, nor express or implied acceptance of alterations or additions to the Services, and no claim that Sponsor has been unjustly enriched, shall be the basis for any claim to an increase in compensation.
5. **Additional Agreements of Consultant.** The Consultant further agrees that:
- 5.1 The Sponsor, the FAA, CDOA, and the Controller General of the United States or any of their designated representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the grant program for the purpose of making audit examination, excerpts, and transcriptions.
 - 5.2 The Consultant has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled "Equal Employment Opportunity." The Consultant does not discriminate on the basis of race, color, religion,

creed, national origin, sex, or age. Goals and Targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulation of the FAA, including those Required Federal Contract Provisions set forth for Professional Services Contracts funded by the Airport Improvement Program (AIP).

5.4 Consultant acknowledges that it is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, consequently, the DBE requirements of 49 CFR Part 26 apply to the Contract.

5.5 The Consultant shall agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

5.6 In addition to the clauses set forth above, the provisions of the annexed Attachment B (consisting of provisions numbered I through IX) are incorporated by reference as if full set forth in the body of this Contract. The term "contractor" as used in Attachment B shall refer to the Consultant. In the event of conflict between the terms and conditions of Attachment B and the body of this Contract, the term and conditions of Attachment B shall control.

6. **Additional Mutual Agreements.** The Consultant and Sponsor mutually agree that:

6.1 The Sponsor and the Consultant each binds himself, his partners, successors, assigns, and legal representatives to the other party to this contract and the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Contract. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer its interest in this Contract without the written consent of the other;

6.2 The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Sponsor as soon as payment for the same has been completed, including payment made pursuant to this contract. The Consultant may retain copies of all information for its records and use if it so desires. It is mutually agreed that such documents are to be used by the Sponsor solely in connection with the Projects agreed to under this Contract or any amendment hereto. With the Consultant's prior consent, the Sponsor may use those plans in any manner he wishes, provided the Sponsor agrees to save and hold Consultant harmless for any liability resulting from such reuse.

7. **Additional Contracts of Sponsor.** The Sponsor agrees that:

- 7.1 The Sponsor shall make available to the Consultant all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to its Services.
 - 7.2 The Sponsor agrees to cooperate with the Consultant in the approval of all plans and specifications, or should they disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be caused the Consultant because of lack of decisions. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Consultant shall be equitably paid for such extra expenses and services involved.
 - 7.3 The Sponsor shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; Sponsor shall pay for all permits and licenses that may be required by local, state, or federal authorities, and shall also secure the necessary land, easements, and right-of-ways required for the Project, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.
 - 7.4 The Sponsor shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services.
 - 7.5 The Sponsor shall designate in writing a person, or persons, to act as Sponsor's representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Sponsor's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's Services.
 - 7.6 The Sponsor shall give prompt written notice to Consultant whenever Sponsor observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of contractor(s), provided that nothing herein shall impose upon the Sponsor a duty to observe, supervise or inquire into any such services or work .
8. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**
- 8.1 The Consultant certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract, that it will include this clause without modification in all lower tier transactions,

solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall notify the Sponsor, with a detailed explanation.

9. **Insurance.**

- 9.1 The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Contract performed by Consultant:
 - 9.1.1 Worker's Compensation Insurance in amounts not less than \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.
 - 9.1.2 Commercial General Liability in amounts not less than \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
 - 9.1.3 Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 million per occurrence, combined single limit including owned, hired and non-owned autos.
 - 9.1.4 Professional Liability Insurance in amounts not less than \$1 million per claim and \$2 million annual aggregate.
- 9.2 Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with the paragraph. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to Sponsor.

10. **Standard of Care.**

- 10.1 Consultant warrants and agrees that the Services performed by it hereunder, will be in accordance with that degree of care and skill ordinarily exercised by members of the Consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.
- 10.2 Except as provided in paragraph 10.1 above, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Contract or any amendments hereto.

11. **Force Majeure.**

- 11.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed party to the other party. Upon receipt of said notice, if

necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed party shall continue to perform to the extent its performance is not so delayed. In the event of an event of force majeure, and the delayed party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

12. **Term and Termination.**

- 12.1 The term of this Contract shall become effective upon execution by the Parties and will remain in effect for a period of five (5) years, until January 31, 2020 or sooner terminated in accordance with this Section 12 below.
- 12.2 If either party commits a material default in the terms of this contract, which default is not cured within ten (10) days after written notice is delivered to the defaulting party, then the non-defaulting party may terminate this Contract and both parties shall be entitled to pursue any remedies available in law or equity.
- 12.3 Upon five (5) business day's written notice to Consultant, Sponsor may terminate Consultant's right to proceed further with the Services under this Contract or any amendment issued hereunder for any cause or for no cause. In the event of such termination, Sponsor may take possession of the Services and/or work products produced in connection with the Services in such manner as Sponsor may deem expedient, but Consultant shall not be liable to Sponsor for any excess cost of completion of the Services, Sponsor shall reimburse Consultant for all costs associated with the cessation of Consultant's services, plus that portion of the Contract Price earned to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Consultant shall have theretofore incurred or made in connection with its performance of the work and for which Consultant has not been paid and released.
- 12.4 If, notwithstanding the provision of Section 11 above, the Services shall be delayed for more than 30 calendar days on account of one or more of the occurrences set forth in Section 11 above, or if Sponsor shall fail to pay Consultant in accordance with the Payment Schedule, Consultant may, at its option, upon five (5) business days written notice to Sponsor, terminate this Contract. In the event of such termination, Sponsor shall reimburse Consultant for all costs of performance of the Services as Consultant may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitment, or other liabilities that Consultant shall have theretofore incurred or made in connection with its performance of the Services and for which Consultant has not been paid and released.
Either party hereto may terminate the Contract by giving the other party thirty-(30) calendar day's written notice of its intent to terminate, with or without cause. Upon termination, Consultant shall be entitled to payment in accordance with Section 12.3 above.

13. **Liability.**

13.1 Each Party will indemnify and hold harmless the other party from and against liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, or arising out of or resulting from the performance of work and services by such indemnifying party, to the extent caused by the negligent or other wrongful act or omission of the indemnifying party, anyone directly or indirectly employed by the indemnifying party and anyone for whose acts the indemnifying party pay be liable.

14. **Disputes.**

14.1 Any dispute which shall arise as to the obligation of either party under the Contract or the interpretation of any provision thereof, if not settled by agreement of the parties, shall be settled by mediation in the City of Grand Junction, Colorado in the United States of America in the English language, under the commercial rules then established by the American Arbitration Association, and judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

15. **Severability.**

15.1 The provisions of the Contract are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Contract shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Contract is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Sponsor shall negotiate an equitable adjustment in the provisions of this Contract to preserve the purpose of the contract and maintain the allocation of risk, liabilities and obligations originally agreed upon.

16. **Governing Law.**

16.1 The terms of this Contract shall be construed and interpreted under and all respective rights and duties of the parties shall be governed by the laws of the State of Colorado.

17. **Entire Contract.**

17.1 This Contract, and any amendments subsequently entered into pursuant to paragraph 2 above, constitutes the entire Contract between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and

no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Contract shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

18. Consequential Damages.

- 18.1 Notwithstanding any other provision of the Contract to the contrary, the parties hereto mutually agree that neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Contract to applicable law, including by not limited to claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

19. Delivery of Electronic Media.

- 19.1 As a component of the Services provided under this Contract, Consultant may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the Sponsor. Sponsor and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Owner. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. Consultant shall also deliver "hard" copies of all such documents to Sponsor upon its request.
- 19.2 Sponsor acknowledges that Electronic Files can be altered or modified without Consultant's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Sponsor agrees that it will institute procedures to preserve the integrity of the Electronic Files received for the Consultant until acceptance. Sponsor further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Sponsor shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Sponsor.
- 19.3 Consultant does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by Sponsor or its consultants, contractors and subcontractors. Consultant is not responsible for any problems in the interaction of the Electronic Files with other software used by Sponsor or its consultants, contractors and subcontractors.

- 19.4 All documents including Drawings and Specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Sponsor or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Sponsor's sole risk and without liability or legal exposure to Consultant; and Sponsor shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Sponsor and Consultant.
20. Covenant against Contingent Fees.
- 20.1 Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract.
21. Notices.
- 21.1 Any notice given pursuant to this Contract other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:
- If to Sponsor: Airport Administration
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506
- If to Consultant: Ryk Dunkelberg
Mead & Hunt, Inc.
Cherry Street Building
1616 East 15th Street
Tulsa, OK 74120
- 21.2 Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.
22. Binding Effect.
- 22.1 This Contract shall inure to the benefit of and shall be binding upon Sponsor, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Contract.

23. No Partnership.

23.1 This Contract shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

24. Descriptive Headings

24.1 The descriptive headings of the sections of this Contract are inserted for convenience of reference only, do not constitute a part of this Contract, and shall not affect the meaning, construction, interpretation or effect of this Contract.

25. Limitation of Benefit.

25.1 This Contract does not create in or bestow upon any person or entity not a party to this Contract any right, privilege or benefit unless expressly provided herein. This Contract does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

26. Authority.

26.1 Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 3rd day of FEBRUARY, 2015.

SPONSOR:

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY
GRAND JUNCTION COLORADO

By [Signature]
STEVEN K. WOOD, Chairman

ATTESTS:

[Signature]
, Clerk

CONSULTANT:

MEAD & HUNT, INC.

By [Signature]
Rylee A. Dunkelberg

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2015

Standard Billing Rates

Clerical.....	\$68.00 / hour
Interior Designer, Technical Editor	\$97.00 / hour
Senior Editor	\$156.00 / hour
Registered Land Surveyor.....	\$122.00 / hour
Accounting, Administrative Assistant.....	\$85.00 / hour
Technician I, Technical Writer	\$85.00 / hour
Technician II, Surveyor - Instrument Person	\$99.00 / hour
Technician III	\$114.00 / hour
Technician IV	\$127.00 / hour
Senior Technician	\$136.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$110.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$125.00 / hour
Engineer III, Scientist III, Architect III, Planner III	\$142.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$174.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$223.00 / hour
Principal	\$244.00 / hour
Senior Client/Project Manager.....	\$244.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.75 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2015, and will remain in effect until December 31, 2015, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**TASK ORDER #__1__
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN: Grand Junction Regional Airport Authority (OWNER)
Grand Junction, Colorado

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE: December 15, 2015

RECITALS

This is the 1st Task Order to the Professional Services Agreement dated effective February 3, 2015, between the Grand Junction Regional Airport Authority and Mead & Hunt, Inc. The Professional Services Agreement effective February 3, 2015, is referred to herein as the Contract.

AGREEMENT

1. Services to be Provided. The Scope of Services is to prepare a Terminal Area Plan Amendment (amending the 2011 Terminal Area Plan). The full Scope of Services is defined in Exhibit A.
2. Schedule. The project shall be completed in Calendar year 2016.
3. Consideration. The services shall be provided for the lump sum of \$169,935, as described in Exhibit B. Progress payments shall be made in accordance with the Contract.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated February 3, 2015. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT."

Accepted by: GRAND JUNCTION
REGIONAL AIRPORT AUTHORITY

Approved by: MEAD & HUNT, INC.

By: _____
Name: _____
Title: _____
*The above person is authorized to sign for
Client and bind the Client to the terms
hereof.*

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Exhibit A
Terminal Area Plan Amendment
Scope of Services
Grand Junction Regional Airport
Grand Junction, Colorado

The Grand Junction Regional Airport (the Airport) has completed a number of planning studies in recent years including an Airport Master Plan in 2008 and a Terminal Area Plan in 2011. However, due to a number of changed conditions since 2011, further planning is required to address the lack of an identified improvement program for the existing terminal building. The 2011 Terminal Area Plan recommended replacing the terminal and consequently, maintenance and improvements to the existing building have been deferred in the years since. Given the fiscal realities the Airport is facing, it is likely that the existing terminal will need to be utilized for a longer period of time than was envisioned in the 2011 planning process. It is important to note that this study will not be an entirely new plan, but will instead amend the 2011 Terminal Area Plan and utilize many of the existing information and components of that plan.

The amendment to the plan also recognizes that these evolving issues and considerations are significant and cannot be addressed without a comprehensive examination of the Airport's long-term Capital Improvement Program. Mead & Hunt (the Consultant) was selected in October 2014 to provide airport planning services to the Airport Authority for a 5-year period. This Scope of Services covers the planning services and tasks associated with this project entitled Terminal Area Plan Revisions. This document provides the following important aspects of the project:

- Background information describing the context in which the planning effort will be accomplished;
- Areas of emphasis for this planning effort; and
- Project scope elements, describing the actual work activities, responsibilities, and level of effort.

It should be noted that this Scope of Services has been developed in recognition of the other recently completed planning studies for the Airport. To the extent possible the resources provided by those studies will be utilized to minimize the work effort associated with this project.

Background Information

The Airport has a number of other projects in-progress or scheduled in the near future, those include, 1) a fog seal and remark of the primary runway, 2) rehabilitation of Taxiway A connectors, 3) lighting and windsock relocation, 4) the completion of the Environmental Assessment (EA) related to the Runway 11/29 relocation, 5) the land transfer with BLM, and the engineering design of the runway relocation project, and 6) air carrier apron design modifications and reconstruction. Due to the strong interrelationship between projects, this scope of services includes close coordination and communication between Mead & Hunt, Armstrong Consultants (the Airport's engineering firm of record) and Airport Management.

Planning Areas of Emphasis

The following sections describe the areas of emphasis for this planning process. These sections are provided in the scope of services to help establish expectations and determine the level of effort required to produce a quality plan amendment.

TERMINAL BUILDING ASSESSMENT

This element will be conducted by Mead & Hunt team members BCER Engineering and S.A. Miro. A component of the 2011 Terminal Area Plan (TAP) was a detailed terminal assessment report. This element of the study will include a revision/update to the assessment report. The effort will include BCER engineers visiting the terminal building to observe, document, and inventory visible components of the structural systems within the terminal identified in the 2011 report plus additional structural systems identified through interviews with Airport staff. BCER will also address changes in code related matters since 2011. A revised assessment report will also be written that includes development of terminal building future capital costs associated with these systems. BCER engineers will provide the mechanical, plumbing electrical, and life safety consulting services.

S.A. Miro will provide structural engineering assessment services including reviewing the 2011 report, observing previously-noted items for changes in conditions, noting evidence of new structural movement or distress and preparing an updated condition assessment report with findings and recommendations pertaining to current structure condition and advisable procedures to assure ongoing performance and serviceability.

TERMINAL EXPANSION PHASE I, ADMINISTRATION BUILDING CONSIDERATIONS

The Consultant will evaluate the relationship of the administration building identified in the 2011 TAP with the surrounding land uses and airport functions. The location of the administration building is in close proximity to the existing airport terminal, as well as the existing FedEx facilities and the ARFF building. The administration building also includes plans for an additional ARFF bay opening directly to the aircraft parking ramp. The operational challenges of these co-located ARFF facilities and air cargo facilities will be examined with possible options and solutions considered and presented. Part of the analysis will include a review of the Architectural Alliance Group, LLC reports dated October 30, 2014 and November 21, 2014 plus the related report from Martin / Martin Consulting Engineers dated July 14, 2015 (collectively "AAG Reports"). These reports looked at conceptual alternatives for the building including completing the project as originally planned, completing the project for an alternate use and demolish building/level lot.

TERMINAL EXPANSION PHASE II, RENOVATE/EXPAND TERMINAL ALTERNATIVES

The Consultant will identify potential alternatives for meeting identified facility requirements by renovating the existing terminal plus consideration of whether the construction of additional terminal related infrastructure identified in the TAP, as may be modified, may be required. These alternatives will take into consideration the long-term development of the Airport, while also planning for the near-term implementation of projects. An internal functional area layout will be

completed for the terminal at a conceptual level. Each alternative will be evaluated to determine its ability to accommodate future demand for aircraft, passengers, and vehicles. Planning level cost estimates for each alternative will be prepared. Finally, the consultant will develop a list of screening criteria and factors based on the goals and objectives of the Airport to assist in comparing alternatives and developing an evaluation matrix.

TERMINAL EXPANSION PHASE III, REPLACEMENT TERMINAL ALTERNATIVES

The Consultant will evaluate the potential replacement terminal building envelope and specifically how the long-term replacement terminal project could be phased in consideration of the recommended Phase II renovation alternative from the previous element. The goal with the long-term terminal replacement will be to minimize operational impacts on the airlines, terminal building tenants and the passengers. This element will also include an examination of gate and parking requirements of the airlines including Remain-Over-Night (RON) parking. The ultimate goal of this element is to reserve adequate space for a long-term replacement terminal and concourse facilities in the most appropriate location.

REVISED TERMINAL PHASING PLAN AND DEVELOPMENT PROGRAM INCLUDING COST ESTIMATES

Cost estimates of recommended terminal phases, based on current year dollars, will be prepared for the first five-year period; a more generalized cost breakdown will be prepared for the six-through twenty-year period. This project list will be incorporated into the Airport's current capital project list. The implementation schedule that identifies all airport development projects within the 5-year, 10-year and 20-year planning periods will be revised. The short-term (5-year) plan is an immediate action program recognizing and identifying realistic local, state and federal funding levels. The intermediate-term (10-year) plan is a detailed description for sizing airport requirements and layout. Intermediate projects may be identified within the CIP. The long-term (20-year) plan identifies the ultimate role of the Airport.

FINANCIAL IMPLEMENTATION ANALYSIS

This element will be conducted by Mead & Hunt team member Leibowitz & Horton and will involve gathering documents which affect the financial management of airport operations and capital development and to confirm the structure, constraints, requirements and opportunities for financing the capital improvement program (CIP). Then, an evaluation of the Airport's overall capability to fund capital development (both terminal and airfield development) and finance airport operations will be conducted. The analysis will identify potential funding sources, including debt, that are practical alternatives for financing capital development projects. Financing schedules summarizing the financial analysis will be prepared which indicate whether the potential sources of funding will be reasonably available in the amounts and time frame required to support the scope and schedule of the recommended development plan.

Finally, a detailed financial plan for the implementation of the selected CIP alternatives will be prepared. The plan will present reasonable guidelines, on a preliminary basis, for matching projected financial resources with financial needs. Airline rates and charges and costs per

enplaned passenger resulting from the capital program will be calculated at a summary level using the Airport's current mythology and airline lease agreements for determining user fees. Potential revenue enhancement opportunities for non-airline revenues will also be identified. An overall analysis and recommendation will be provided to guide the airport in revising its cost center accounting alignment as appropriate for GJT. Recommendations to help the airport develop accounting procedures and practices will be prepared to help the Airport set a foundation to obtain the highest bond ratings possible year-over-year.

Reference Documents

Components and preparation for both the plan narrative shall include appropriate items in the Master Plan Advisory Circular (AC 150/5070-6B – including latest changes and revisions) and the Airport Design Advisory Circular (AC 150/5300-13 – including latest changes and revisions) and other applicable FAA Orders, Federal Aviation Regulations (FAR) and Advisory Circulars. Additionally, the project shall be completed in conformance with applicable portions of:

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

Project Scope Elements

The following sections describe the project scope elements (and deliverable dates) for this airport planning effort. They are organized as follow:

1. Study Design
2. Project Management, Coordination, Communication
3. Inventory, Forecasts and Facility Requirements (from 2011 plan) (February 2016)
4. Initial Terminal Building and Administration Building Alternatives (February 2016)
5. Refined Terminal Building and Administration Building Alternatives and Recommended Plan (April 2016)
6. Financial Analysis and Implementation Program (June 2016)
7. Documentation

PHASE 1. STUDY DESIGN

It is important at the onset of any planning process to define a detailed scope of services. The study design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and cost budgets for completing the work. It also serves to organize the project planning team, which includes Mead & Hunt, its sub-consultants, and Airport Staff so that the necessary study efforts are effectively executed and the participant roles and responsibilities are clearly defined.

Task 1.1 Scope of Services

The effort for this Element includes preparation of this scope of services for the master planning efforts. The deliverables for this element will be draft and final scope of services, project schedule, an agreed-upon project planning budget and an agreement for the proposed planning work. Specialty sub-consultants and their scope of work will be identified and included in the process. The scope of services, the schedule and the budget will all be detailed by study element. In addition to elements, the budget will be identified using rates by role, labor hours by task, person-trips, and specialty sub-consultant budgets.

These documents will form the basis of the agreement to provide professional services for this project.

PHASE 2. PROJECT MANAGEMENT, COORDINATION AND COMMUNICATION

Projects such as this study demand a refined approach to project management to achieve success. This is especially true at the beginning of the process when the goals, direction, criteria, assumptions, roles, and expectations are developed. Continuous and timely coordination with the Airport's designated Project Manager will be provided throughout the study. Project management tasks will continue throughout all aspects of the agreed-upon project schedule. The project management and coordination process includes the following tasks:

Task 2.1 Project Management

This effort includes communication among the project team for purposes of tracking the progress of the study. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget
- Preparing FAA Grant Applications and/or requests for reimbursements
- Closing out the project

Task 2.2 Project Coordination

Task 2.2.1 Sponsor Coordination

Regular project status briefings will take place throughout the study process. These briefings will take place in person or via a telephone call or an email between the Airport's Project Manager and Mead & Hunt's Project Manager. These briefings will include status reports of current work, upcoming meetings and work effort and discussion of any challenges in the study effort which may affect the schedule, process or budget.

<u>Airport's Primary Point of Contact:</u> David Fiore, Executive Director	<u>Consultant's Primary Point of Contact:</u> Ryan Hayes
<u>Airport's Secondary Point of Contact:</u> Ben Johnson, Operations Manager Ben Peck, Facilities Manager Ty Minnick, Finance Manager	<u>Consultant's Secondary Point of Contact:</u> Ryk Dunkelberg

Specific critical needs of the Plan Amendment will be identified for related consultant support. This scope of services anticipates nine total meetings, three of which will be on-site meetings and six of which will be via teleconference, all of which will include a combination of Mead & Hunt staff and Mead & Hunt sub-consultants including BCER Engineering and Leibowitz & Horton AMC.

Task 2.2.1 Airport Board of Commissioners and Local Agency Coordination

Regular coordination with the Airport's Board of Commissioners will be an important component to this study. This task will include at least two (2) presentations and a work session (if needed) with the Board of Commissioners.

Additional coordination with local agencies (e.g. City Council's, County Commissioners, Economic Development Partners) may be needed through the course of this project. Coordination requirements with local agencies will be identified and meetings will be arranged if needed.

Task 2.2.3 FAA, State, and General Agency Coordination

Regular coordination with FAA and CDOT Aeronautics may be important to this study. This task includes coordination efforts including phone calls, emails, progress reports and in person meetings with the FAA Denver Airports District office. Where appropriate, the team will also

coordinate with CDOT Aeronautics Division and with resource agencies having jurisdiction over certain environmental resources categories.

Task 2.3 Determine Composition and Organization of Study Committee

Mead & Hunt believes that coordinating with the Airport, and working with a small Study Committee will help assess airport issues and be a vital part of the overall project. The team will work with the Airport to identify members for a Study Committee, starting with the previous Terminal Area Plan Study Committee. This group will likely consist primarily of terminal tenants and will act as a sounding board for proposed terminal alternatives, as well as be a conduit for information among various interest groups throughout the community.

Up to three meetings of the Study Committee, over the course of the project, will be held to provide interaction among Airport Staff, Study Committee members and the Consultant team. These meetings will be scheduled to coincide with critical decision points in the process and be used to solicit information and responses from the Airport Management and Study Committee members regarding information presented by the Consultant team.

The Consultant team will also conduct up to three presentations to the Airport Authority Board providing briefings on the Study progress and results. For budgeting purposes, it is assumed that all three of these meetings can be scheduled to take place to coincide with the Study Committee meetings.

PHASE 3. INVENTORY, FORECASTS AND FACILITY REQUIREMENTS

The information included in the Final 2011 Terminal Area Plan related to Inventory, Forecasts and Facility Requirements is still considered valid. These sections of the report will not be updated and will instead be summarized in this Plan Amendment

Task 3.1 Inventory, Forecasts and Facility Requirements summary

This task includes summarizing the information included in the first three chapters of the 2011 Grand Junction Regional Airport Terminal Area Plan. The purpose of the summaries is to provide necessary background information for readers of the Plan Amendment. Additional inventory information related to the existing administration building may be included.

Task 3.2 Terminal Building Assessment (per BCER scope)

This task includes revisions to the engineering assessment of the existing passenger terminal building conducted by BCER Engineering in 2011. The area of analysis will be focused on the building envelope (roof, walls, windows, doors, foundation, etc.) The building assessment will document and inventory the terminal building's existing mechanical, electrical, life safety systems, review the terminal for current code compliance, and evaluate the relative "health" of the building's various systems.

PHASE 4. INITIAL TERMINAL BUILDING AND ADMINISTRATION BUILDING ALTERNATIVES

Based on established goals and desires of the appropriate entities a specific plan and program for airport development will be prepared representing recommendations which are workable, implementable, and defensible.

Task 4.1 Goals Development

Based on inventory findings, demand considerations, forecasts of aviation activity and input from the Airport, Mead & Hunt will assemble a series of goals that subscribe to the intent, direction and purpose of and for the Airport. These goals will serve as a basis for the preparation of the recommended Development Plan.

Task 4.2 Prepare Terminal Building Initial Alternatives

The initial step will be to identify up to three potential alternatives for meeting future facility requirements. These alternatives will take into consideration the long-term development of the Airport, while also planning for the near-term implementation of projects. An internal functional area layout will be completed for the terminal building at a conceptual level.

Specific development items anticipated to have alternatives developed and evaluated include:

- Administration building – Limited to two potential decisions related to the future of the administration building. These two potential decisions include a very simple exterior finish of the building for a future to be determined use and demolish building/level lot. The layouts will not include detailed engineering or architectural design level analysis.
- Terminal building/concourse - Three conceptual level layouts of terminal renovation/expansion will be developed. The level of detail for these layouts will include consideration of floor plans and functional space allocation at a conceptual level for planning/comparative purposes. The layouts will not include detailed engineering or architectural design level analysis.
- Terminal apron including aircraft parking configurations

Operational Factors. Each alternative will be evaluated to determine its ability to accommodate future demand for aircraft, passengers, and vehicles. This evaluation process will identify deficiencies in such areas as terminal circulation and passenger convenience.

Economic Factors. Planning level development costs estimates for each alternative will be prepared at planning-level accuracy. These estimates will provide a general indication of development costs and will also provide a basis for comparing cost-effectiveness among the various alternatives.

Implementation Feasibility. Certain tangible and intangible factors can affect the successful implementation of a given development project(s). Mead & Hunt will develop a list of evaluative criteria and factors based on the goals and objectives in Task 4.1 to assist in comparing the concepts and an initial evaluation matrix will be developed. The alternatives will be quantitatively and qualitatively ranked, according to their performance against operational, economic, environmental, sustainability, and implementation feasibility criteria. A preferred conceptual

alternative for each of the terminal area components will then be selected. Locational options and development needs for support facilities will be reviewed and investigated as part of this phase of the alternatives analysis.

The alternatives analysis will result in identification of a recommended conceptual terminal layout the Airport to follow over the ensuing 20-year planning period. The logic and justification for following the recommended plan will be detailed.

Task 4.3 Develop Working Paper One

Mead & Hunt will develop a detailed working paper describing the tasks outlined above. The technical portions of the paper will be in terms which are easily understandable to the layman. The working paper will be considered a draft of a chapter (or chapters) of the Study document and will provide information for subsequent decisions. A total of 10 copies of the Working Paper will be prepared. Electronic (pdf format) copies of the working paper will also be produced and distributed as required.

Task 4.4 Conduct Study Committee Meeting/Board Presentation One

The Consultant team will hold a Study Committee Meeting to present the findings and analyses of the previous tasks. The Consultant will utilize graphs, charts, illustrations and slides as necessary. A thorough discussion of the findings, their significance and effect on future work will be presented at the meeting. Concurrence of the working paper and its findings will be an objective of the meeting. Input received will be recorded and incorporated, as appropriate, into the final documentation.

Task 4.5 Comment Incorporation

This task includes the effort required to address and incorporate comments on the working paper as appropriate. It is anticipated that comments will be received from Airport Staff and the Study Committee. Mead & Hunt will work with the Airport's Project Manager to address and incorporate these comments in the Study documentation.

PHASE 5. REFINED TERMINAL BUILDING CONCEPT AND RECOMMENDED PLAN

Based on established goals and desires of the appropriate entities a specific plan and program for airport development will be prepared representing recommendations which are workable, implementable, and defensible.

Task 5.1 Prepare Refined Administration Terminal Building Concept

Based on input received from the previous element, the terminal building alternatives will be revised and refined as appropriate and a preferred concept presented.

Task 5.2 Prepare Long-Term Replacement Terminal Concept

Based on the preferred administration and terminal building concepts identified in previous tasks, the long-term replacement terminal concept from the 2011 Terminal Area Plan will be revised appropriately. The level of detail for this layout will include consideration of floor plans and

functional space allocation at a conceptual level for planning purposes. The layout will not include detailed engineering or architectural design level analysis.

Task 5.3 Recommended Development Plan

A final terminal development recommendation will be prepared. The final concept recommendation will identify program requirements, goals and objectives which will drive the layout of future terminal area facilities; show all concepts that have been considered with documentation of the decision process which resulted in the final concept recommendation; and show airside, landside and terminal elements in plan view. The development program will delineate the preferred concepts in drawings described above, finalize conceptual construction phasing plans, provide conceptual cost estimates for each phase of construction, show total estimated project costs for each phase, as well as develop and prioritize a list for improvement projects. It is anticipated that these projects can be incorporated into the Airport's existing CIP.

The implementation program will be based on project years in the short term, and will be "demand based" in the long term with activity triggers to facilitate timed development activities which are focused on project need, available resources, anticipated activity levels and prevailing conditions. As a part of this assessment and determination of facilities and projects, all physical and operational aspects of the Airport will be evaluated. Such considerations may include regional activities and issues, relationships with other area aviation facilities, as well as airport specific issues.

Task 5.4 Revise Working Paper One

Mead & Hunt will revise the initial working paper describing the tasks outlined above. The technical portions of the paper will be in terms which are easily understandable to the layman. The working paper will be considered a draft of a chapter (or chapters) of the Study document and will provide information for subsequent decisions. Up to 10 copies of the Working Paper will be prepared. Electronic (pdf format) copies of the working paper will also be produced and distributed as required.

Task 5.5 Conduct Study Committee Meeting/Board PresentationTwo

The Consultant team will hold a Study Committee Meeting to present the findings and analyses of the previous tasks. The Consultant will utilize graphs, charts, illustrations and slides as necessary. A thorough discussion of the findings, their significance and effect on future work will be presented at the meeting. Concurrence of the working paper and its findings will be an objective of the meeting. Input received will be recorded and incorporated, as appropriate, into the final documentation.

PHASE 6. FINANCIAL ANALYSIS AND IMPLEMENTATION PROGRAM

The following tasks describe the financial implementation analysis for this study.

Task 6.1 Financial Inventory

This element will be conducted by Mead & Hunt team member Leibowitz & Horton and will involve gathering documents which affect the financial management of airport operations and capital development and to confirm the structure, constraints, requirements and opportunities for financing the capital improvement program (CIP).

Task 6.2 Preliminary Financial Analysis and Detailed Financial Plan

An evaluation of the Airport's overall capability to fund capital development (both terminal and airfield development) and finance airport operations will be conducted. The analysis will identify potential funding sources, including debt, that are practical alternatives for financing capital development projects. Financing schedules summarizing the financial analysis will be prepared which indicate whether the potential sources of funding will be reasonably available in the amounts and time frame required to support the scope and schedule of the recommended development plan.

Also, a detailed financial plan for the implementation of the selected CIP alternatives will be prepared. The plan will present reasonable guidelines, on a preliminary basis, for matching projected financial resources with financial needs. Airline rates and charges and costs per enplaned passenger resulting from the capital program will be calculated at a summary level using the Airport's current methodology and airline lease agreements for determining user fees. Potential revenue enhancement opportunities for non-airline revenues will also be identified.

The results of the preliminary financial analysis will be shared with the Airport's Project Manager. Following review and comment, a detailed financial plan will be developed.

Task 6.3 Develop Working Paper Two

Mead & Hunt will develop a detailed working paper describing the tasks outlined above. The technical portions of the paper will be in terms which are easily understandable to the layman. The working paper will be considered a draft of a chapter (or chapters) of the Study document and will provide information for subsequent decisions. Up to 10 copies of the Working Paper will be prepared. Electronic (pdf format) copies of the working paper will also be produced and distributed as required.

Task 6.4 Conduct Study Committee Meeting/Board Presentation Three

The Consultant team will hold a Study Committee Meeting to present the findings and analyses of the previous tasks. The Consultant will utilize graphs, charts, illustrations and slides as necessary. A thorough discussion of the findings, their significance and effect on future work will be presented at the meeting. Concurrence of the working paper and its findings will be an objective of the meeting. Input received will be recorded and incorporated, as appropriate, into the final documentation.

Task 6.5 Conduct Conference Call/Skype Meeting with Finance Committee

The Consultant team will hold a conference call and/or Skype meeting with the Finance Committee of the Airport Board prior to presenting the financial analysis to the entire Airport Board.

PHASE 7. DOCUMENTATION

An effective airport study places emphasis on developing concise, effective study documentation. Several types of materials will be produced to document the planning process as noted below. The chapters will be provided as drafts for Airport Staff and Study Committee review, as revised into Final reports. Where possible, working papers and memos will be prepared and distributed as pdf's to reduce paper.

Task 7.1 Working Papers and Meeting Materials

It is anticipated that the Consultant will prepare a total of two Working Papers (containing draft report sections that will, when finalized, become chapters in the Draft and Final Reports). In addition to digital copies which will be distributed in advance of Study Committee meetings. The Consultant will prepare and deliver up to 10 hard copies for Airport Staff and the Study Committee, however, additional hard copies of Working Papers will be the responsibility of the Airport to print and distribute.

In addition other meeting materials documenting each phase of the study's technical analysis will be prepared as needed and distributed for the Airport and Study Committee review and comment.

Mead & Hunt will also develop graphics (boards or PowerPoint presentations) to convey the project information as necessary for various meetings.

Task 7.2 Draft and Final Terminal Plan Reports

Mead & Hunt shall prepare 24 hard copies in addition to 24 digital copies (on DVD) of the Draft and Final Terminal Plan (including a proposed CIP) which will summarize the planning process and document the findings of the elements outlined in this Scope of Services. This report will be written so that it can be easily understood by the general public. The format of the report will be determined through discussions with the Airport Staff, but will be based on the individual sections or chapters developed in the individual technical elements of this project.

Anticipated sections/chapters of the report include:

- Introduction, Inventory, Forecast, and Facility Requirements Summaries
- Alternative Analysis and Recommended Plan
- Financial Analysis and Implementation Program (including proposed CIP)
- Appendices

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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)



FAA
Airports

Grant 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, 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.

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

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

Federal Legislation

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

Executive Orders

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

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of 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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, 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.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

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

Updated: 4/16/2013

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 1	Airport Master Plans
150/5070-7	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	Airport Winter Safety And Operations
150/5200-31C Change 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
150/5220-20 Change 1	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	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1- 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	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
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	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
150/5345-27D	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

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
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)
150/5360-12E	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
150/5370-10F	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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	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
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-056-2016

Description of Work: Terminal Area Plan Update

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: _____

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: 3-08-0027-056-2016

Description of Work: Terminal Area Plan Update

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: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-56

Description of Work: Terminal Area Plan Update

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: _____

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport Authority

AIP #: 3-08-0027-56

Project Description(s): Terminal Area Plan Update

- 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



Attach 5

CITY COUNCIL AGENDA ITEM

Date: Jan. 5, 2016

Author: Kathy Portner

Title/ Phone Ext: Community

Services Manager/1420

Proposed Schedule: Jan. 6, 2016

2nd Reading

(if applicable): _____

Subject: Request from HomewardBound for Financial Support for the Shelter

Action Requested/Recommendation: Approve Funding of the HomewardBound Request in the Amount of \$45,000

Presenter(s) Name & Title: Bill Wade, HomewardBound Board Vice President
Jade Joyce, HomewardBound Executive Director

Executive Summary:

HomewardBound of the Grand Valley is requesting City Council's consideration of funding in the amount of \$45,000 toward the Homeless Shelter's 2016 operating expenses.

Background, Analysis and Options:

HomewardBound of the Grand Valley operates the homeless shelter, established in 1998, providing year-round overnight emergency shelter for up to 180 individuals nightly (including the Emergency Overflow Program). It is the only year round emergency shelter serving women and children, not involved in domestic violence, within a 100-mile radius and one of only two shelters serving men in the area. Clients are only allowed to receive services for 180 days per calendar year in the shelter program. The shelter has operated at 100% plus capacity for six consecutive years, typically serving 90 single men, 25 single women, and 8-12 families on any given night. Meals are also provided, as well as referrals to other services in the community.

HomewardBound reports that annual bed nights are up to 53,000, a 7% increase from the previous year, with 112,000 meals served. The increase in need and loss of some grant funding has resulted in a deficit in the operating budget necessitating the use of reserve funds. The estimated shortfall in 2016 of \$45,000 would completely deplete the reserves. HomewardBound is requesting that the City consider funding the operating shortfall for 2016, as well as on-going support of a percentage of the shelter's operating expenses.

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

The facilities and services provided by HomewardBound support the following goals of the Comprehensive Plan through the operation of the Homeless Shelter and the operation of other programs and services:

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

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

How this item relates to the Economic Development Plan:

The services provided by HomewardBound supports the Public Safety area of emphasis in the Economic Development Plan by providing shelter and services to a segment of the community.

Board or Committee Recommendation:

None

Financial Impact/Budget:

One option for funding the request is from City Council's Economic Development Contingency, which has a balance of \$171,892.

Another option is to utilize CDBG funds. Two CDBG projects, originally funded in the 2013 Program Year, have been cancelled by the applicants, resulting in \$76,758 of unallocated funds. Public Works Staff have identified storm drainage and curb, gutter and sidewalk projects in the 2016 budget that would be eligible for CDBG funds. CDBG funds could be allocated to those projects, freeing up funds for the HomewardBound request.

Other options for the CDBG funds would be to roll the balance into the 2016 CDBG allocation or provide additional funding for 2015 projects that received no funding or partial funding. Those include, Grand Valley Catholic Outreach's request for \$80,000 for alley improvements adjacent to St. Martin Place, Riverside Task Force's request for \$110,000 for acquisition of a property adjacent to Riverside Community Center, and additional funding of \$39,000 for completion of the Westlake Park Neighborhood Pedestrian Improvements.

Legal issues:

No legal issues have been identified.

Other issues:

None

Previously presented or discussed:

At the workshop on January 5, 2016, the City Council directed staff to provide some options for funding the request.

Attachments:

HomewardBound handouts from Workshop
Letter from HomewardBound

HomewardBound of the Grand Valley - 5 year trends in service levels

CATEGORY	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	% CHANGE OVER 5 YEARS
Nights of Shelter Provided	39,785	47,785	49,671	49,400	53,982	+35.7%
Number of Meals Provided	101,462	100,003	97,300	109,300	112,822	+11.0%
Number of Individuals Sheltered	1002	1170	1071	1308	1340	+ 33.7%
Number of Families Sheltered	69	76	67	67	81	+17.3%
Daytime Medical Shelter Days	523	688	291	494	857	+38.9%
Overflow Bed-nights Provided	2854	2330	2789	1823	2978	+4.3%
% of Homeless Veterans	9%	14%	11%	11%	18%	+100%
% of Female Adult & Youth Residents	33%	31%	33%	40%	34%	+1%
% of Male Adult & Youth Residents	67%	69%	67%	60%	66%	(1%)

[illegible]



*a safe and healthy
first step*

your shelter dollars at work

2014-2015

Nights of shelter provided	53,982:	6% ^
Number of meals provided	112,822:	3% ^
Number of individuals sheltered	1,340:	2% ^
Number of families housed in shelter 81: 13% ^ (243 people):		25% ^
Daytime Medical Assistance Shelter Days	857:	42% ^
Overflow Services Bed nights provided	2,978:	39% ^
Percent of homeless Veterans	18%:	7% ^
Percent of female adult & youth residents	34%:	-6%
Percent of male adult & youth residents	66%:	6% ^

Residents placed in our Phoenix Veteran Program	13
Residents placed in our Family Transitional Program	61
Average length of stay for single men & women	
Average length of stay for families	

the real cost

1 night of shelter, 2 meals per person	\$10.37:	3% ^
One day in Mesa County Jail*	\$53.40:	same
Average cost of a hotel room for one night*	\$90.68	
Average cost of one visit to St. Mary's ER	\$1,296	

Average hourly wage of a "service" worker in Mesa County	\$10.35:	29% ^
Wage needed to support a 2 bedroom home in Mesa County	\$15.02:	14% ^

*figures provided by Mesa County Department of Human Services, Mesa County Department of Corrections, and GJ Chamber of Commerce

your compassion

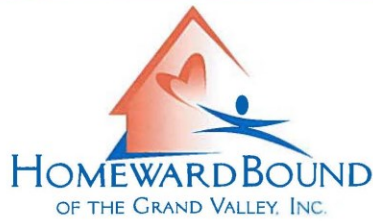
Amount received last year from Grants	\$481,782:	27% ^
Amount received last year from misc. fundraising activities	\$21,333:	-27%
Amount received last year from government contracts	\$84,635:	48% ^
Amount received from churches, businesses & people	\$134,728:	40% ^
Total shelter operating expenses year	\$597,406:	-8%

dedicated volunteers

Volunteers assisting overflow and shelter program	1221:	-13%
Volunteer hours donated	18,039:	-8%

"Encouraging a pathway home"

2853 North Ave. 81501 970-256-9424 www.homewardboundgj.org



January 6, 2016

The Honorable Phyllis Norris
Mayor of Grand Junction
Members of the Grand Junction City Council

The Board and Staff of HomewardBound of the Grand Valley appreciate the Council's willingness to discuss our financial shortfall and to consider ways of assisting us in continuing to offer services to the most vulnerable in our community. We also understand that the City must remain fiscally responsible to its citizens in the financial decisions it makes. Unfortunately, because of the timing of cash flow from grants and the double-digit growth in our levels of service, the Board will be forced to cease operations within 2 weeks if alternative funding sources are not found.

At the workshop of January 4th, 2016, Council instructed staff to look at two options: a bridge loan from the City to be repaid from anticipated developer fees from the Pathways Village project, and an outright grant of \$45,000 to close the 2016 shortfall. Council also requested that we poll our Board relative to the bridge-loan option and gather information for the Council about the percentage of operating costs provided by government to other shelters across the state.

As the Board and staff considered the bridge-loan possibility, our primary concern was that no decision be made that endangers the long-term financial viability of the shelter. We also had concerns about how funders who provide us support would view the acquisition of short-term debt on our balance sheet. Our conclusions are as follows:

- Since our projected revenue, outside of the mid-2016 anticipated receipt of the developer fee payment, do not support the ability to service or repay any debt, incurring such debt is contrary to sound financial management. While we understand that the one-time fee would provide enough to repay the proposed bridge loan, the entire Board is united in support of our current plan to use these funds to rebuild operating reserves. The current state of our cash flow due to seasonal impacts and the decline in funding sources demonstrates the absolute necessity of such reserves.
- Additionally, research we have done with existing funding sources in the last 24 hours clearly indicate that a bridge loan would negatively impact their review of our balance sheet. These funders are deeply concerned about responsible financial management, and they would not look favorably on the acquisition of newly acquired debt without the operational revenue available for repayment—and they absolutely do not want their dollars used to repay municipal debt.
- Based on this research, we ask the Council to recall the discussion of how important it is to both parties that their dollars be used to leverage other funds into the shelter. The proposed bridge

loan would not support that goal in the way that an operational grant would, and we are concerned that it would in fact negatively impact our ability to remain competitive for other grant funds, putting at risk a significant portion of our operating revenues. In a unanimous vote last evening, our Board determined to decline the option of bridge financing.

Our research into how other municipalities support shelter operations has provided the following information:

- Boulder Shelter – the main operating shelter in Boulder, whose annual operating budget is comparable with that of HBGV – around \$700,000 per year – receives funds from both the City of Boulder and Boulder County annually. Contributions are recast yearly and average about 6% of operational costs.
- Catholic Charities of Denver – serving Denver, Greeley, Ft. Collins and Weld County with multiple facilities has an annual budget around \$25 million – receives support from municipalities in the form of contracted program support for services provided. Because of the size of the operating budget and the complexity of its programs, the amount and percentage vary yearly. In 2016, the City of Denver is funding the entire cost of women's shelter operations, an amount in excess of 2 million dollars.
- Denver Rescue Mission – serving the Denver metro area with 6 distinct shelters and multiple programs with a yearly operating budget in excess of \$32 million – receives yearly support from the City of Denver in the form of contracted program revenues calculated each year based on need.
- Springs Rescue Mission – operates in El Paso county and the Colorado Springs region – annual budget of \$9.5 million. It receives program specific support from municipalities and counties each year – e.g., the City of Colorado Springs pays for security officers at the shelters – annual program contribution varies each year but averages around 3.5 to 4% of operations.
- Pueblo – operating budget around \$1 million per year – still awaiting callback with percentage of yearly support.
- Durango – operating budget around \$500,000 – still awaiting call back with percentage of yearly support.

We respectfully encourage Council to consider supporting the operations of the shelter in 2016 with a grant of \$45,000. We completely understand that Council is unwilling to make a policy change that would result in ongoing support for HomewardBound, nor is it indicating a willingness to consider operational funding requests from other agencies. Our Board and staff pledge to work with the City, other service agencies and our community to avoid duplicative services and to search for innovative approaches to making sure that these vitally important services remain available to the people of our City.



William N. Wade
Vice-Chairman of the Board of Directors
HomewardBound of the Grand Valley

Mead
& Hunt

Terminal Area Plan Update

January 2016 Launch



Agenda

- ✈ **Current 2011 Terminal Phasing Plan**
- ✈ **Need for Revisions/Update**
- ✈ **Update Elements**
- ✈ **Update Schedule**
- ✈ **Comments & Questions**

Current 2011 Terminal Phasing Plan

Barnard Dunkleberg Company

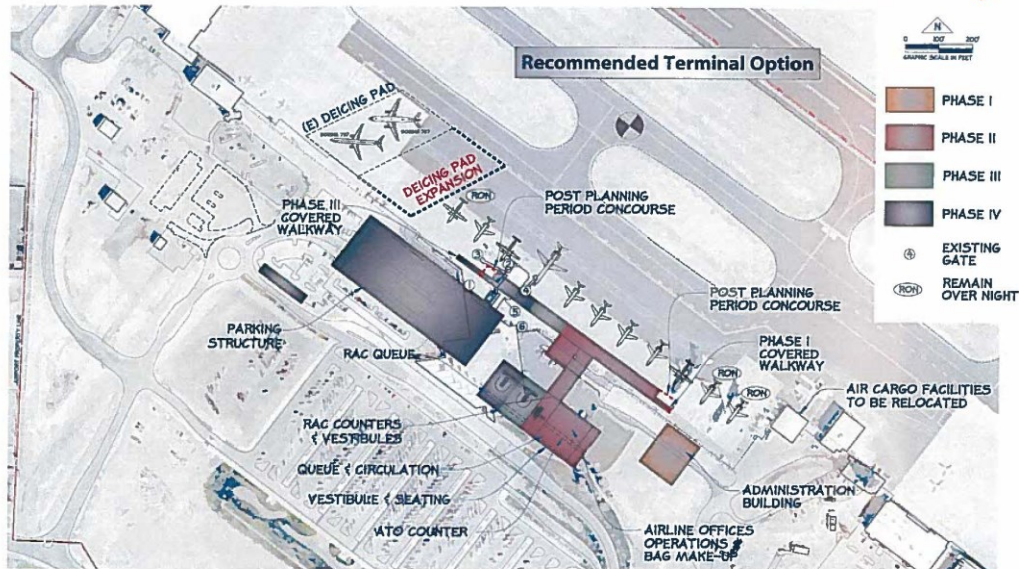


Figure 21 Recommended Terminal Option

Need for Revisions/Update

- ✈ **A number of changes have taken place since 2011.**
- ✈ **Deferred maintenance on terminal.**
- ✈ **Administration building considerations.**
- ✈ **Need for terminal program.**
- ✈ **Financial analysis for terminal program.**

Update Elements

- **Update BCER Engineering Terminal Assessment**
- **Use 2011 forecasts/terminal program requirements**
- **Additional renovation/expansion alternatives**
- **Administration building alternatives**
- **Revised project list with costs and phasing plan/schedule**
- **Revised financial analysis that incorporates existing CIP to maximize airport's ability to leverage up funding for projects.**



Financial Analysis Objective

- ✈ **Leibowitz & Horton, Airport Management Consultants (AMC)**
- ✈ **Evaluate Airport's capability to fund both terminal improvements and the current CIP and continue to finance operations.**
- ✈ **Statistical Results and Benchmarking**
 - *Operating Expenses per Enplaned Passenger*
 - *Total Operating Revenues per Enplaned Passenger*
 - *Airline Cost per Enplaned Passenger*



Example from 2008 Master Plan Financial Analysis

Sources of Capital Funding	Phase I	Phase II	Phase III	Totals
AIP Entitlement Grants	\$ 9,812,549	\$ 11,147,068	\$7,156,286	\$ 28,115,903
AIP Discretionary Grants	30,339,457	74,102,223	9,776,127	114,217,807
AIP ARRA Discretionary Grants	15,906,316	0	0	15,906,316
State Div of Aeronautics Grants	1,250,000	1,250,000	445,590	2,945,590
Passenger Facility Charges	0	1,889,663	0	1,889,663
RAC Customer Facility Charges	5,680,485	0	0	5,680,485
Other Funding	33,104,556	48,110,337	0	81,214,893
Cash Reserves/Net Ops Cash Flow	4,164,796	3,616,011	445,590	8,226,397
Total Sources of Capital Funding	\$100,258,158	\$140,115,302	\$17,823,593	\$258,197,053
Uses of Capital Funding				
Runway 11/29 Relocation	\$28,503,966	\$78,006,292	\$ 0	\$106,510,258
Other Airfield Improvements	9,864,486	2,724,953	8,911,797	21,501,236
ATCT	13,645,040	0	0	13,645,040
General Aviation	13,785,417	0	0	13,785,417
Air Cargo	544,737	0	0	544,737
Terminal Area	6,004,634	59,384,057	8,911,797	74,300,487
Ground Transportation	10,140,000	0	0	10,140,000
Land Acquisition	1,060,927	0	0	1,060,927
Other	16,708,951	0	0	16,708,951
Total Project Costs	\$100,258,158	\$140,115,302	\$17,823,593	\$258,197,053

Schedule

- **November/December Project Scoping - COMPLETED**
- **January – Notice to Proceed – COMPLETED**
- **January – Initial Architectural & Accelerated Engineering Review**
- **February – Preliminary Alternatives**
- **March – Refined Alternatives**
- **April – Final Concept/Phasing Plan and Schedule**
- **May – Financial Analysis**
- **June 1st Project Delivery**



Mead
& Hunt

Comments & Questions



 
TERMINAL AREA PLAN
GRAND JUNCTION
REGIONAL AIRPORT