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**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 7, 2016  
250 NORTH 5<sup>TH</sup> STREET  
6:15 P.M. – PRE-MEETING – 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, Pledge of Allegiance, Invocation**

Reverend Wendy Jones - Unitarian Universalist Congregation of the Grand Valley

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

**Presentations**

Presentation of Two Smart Yard Awards by Forestry Board Member Elizabeth Neubauer

**Certificate of Appointment**

To the Downtown Development Authority/Downtown Grand Junction Business Improvement District

**Citizen Comments**

[Supplemental Document](#)

**Council Reports**

**Consent Agenda**

**1. Approval of Minutes**

- a. [Summary of the August 15, 2016 Workshop](#)
- b. [Minutes of the August 17, 2016 Regular Meeting](#)

**2. Contracts/Other Action Items**

- a. [Contract to Purchase Two Replacement Trailer Mounted Leaf Machines](#)
- b. [Free Holiday Parking Downtown from Thanksgiving to New Year's Day with Certain Exceptions](#)

**3. Resolutions**

- a. [Resolution No. 38-16 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Nepal Indian Cuisine, LLC dba Nepal Restaurant, Located at 356 Main Street](#)
- b. [Resolution No. 39-16 – A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Construction of a Salt Shed](#)

**4. Set Public Hearing**

- a. Quasi-judicial
  - i. [An Ordinance Approving a Loan from the Colorado Water Resources and Power Development Authority to Finance Improvements to the City's Water System; Authorizing the Form and Execution of the Loan Agreement and a Governmental Agency Bond to Evidence Such Loan; Authorizing the Execution and Delivery of Documents Related Thereto; and Prescribing Other Details in Connection Therewith \(Set Hearing for September 21, 2016\)](#)

**Regular Agenda**

*If any item is removed from the Consent Agenda, it will be heard here*

**5. Contracts/Other Action Items**

- a. [Contract for the City's Life, Accidental Death and Dismemberment, and Long-Term Disability Insurance Benefits with VOYA](#)
- b. [Amending Federal Aviation Administration Airport Improvement Program Grant 3-08-0027-054-2016 for the Grand Junction Regional Airport Authority for Terminal Air Carrier Apron Reconstruction](#)
- c. [Federal Aviation Administration Airport Improvement Program Grant 3-08-0027-055-2016 for the Grand Junction Regional Airport Authority for Design of the Remote Transmitter/Receiver and the Replacement Runway 11/29](#)

**6. Public Hearing**

- a. Quasi-Judicial
  - i. [Ordinance No. 4717 – An Ordinance Amending Ordinance No. 4652 by Amending the Planned Development for the Grand Junction Housing Authority Senior Living Planned Development – Highlands Apartments, Located at 805 and 825 Bookcliff Avenue](#)

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

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY  
August 15, 2016 – Noticed Agenda Attached**

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:44 p.m.

City Council Members present: All except Councilmember Boeschstein

Staff present: Caton, Moore, Shaver, Taylor, Bowman, Blevins, Kovalik, Roth, Brown, Camper, Rainguet, Schoeber, Romero, Carruth, and Tuin

Also: Britt Mathwich (Colorado Mesa University), Mike Anton, Dan Meyer, Kevin Reimer, Kirk Granum, Diane Schwenke, Jeff Franklin, Duncan Rowley, Julia Maguire (KREX), and Amy Hamilton (Daily Sentinel)

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Council President Norris called the meeting to order.

Agenda Topic 1. Broadband Update

City Manager Caton said discussions and negotiations with two active proposers are moving forward and will be completed by late August. A comprehensive update will be provided to Council in September. City Manager Caton noted the options being pursued are public/private partnerships which was a survey recommendation. When the preferred option has been decided a market survey will be conducted.

Councilmember Taggart expressed concern that the market analysis and feasibility study may not be conducted at the same time. City Manager Caton said the interested companies have said they would like to conduct the market survey in order to tailor them to their specific facilities and the final direction of the project. He also noted they would like to avoid “survey fatigue” and a duplication of efforts.

There was more discussion regarding conducting the survey and analysis separately versus simultaneously, what questions to ask, and how to avoid company survey bias.

Councilmember Kennedy said Council already made the decision to move forward with Broadband because of the recognized need for this infrastructure and to leverage and progress with economic development.

It was decided City Manager Caton will clarify the scope of the project, move forward aggressively, work with the companies to ensure good data is obtained, and report back to Council in September.

Agenda Topic 2. Boise Event Center Site Visit Debrief

Councilmember Chazen said Mike Anton, Robin Brown, and Jeff Franklin also went to the site visit and invited them to be included in the discussion. Councilmember Chazen then described the City of Boise, its demographics, and the purpose of the trip which was to evaluate the Boise hockey team, the event center, the associated growth of their downtown area, and the roles of their visitor, convention, tourism, and business improvement district agencies. The trip host, Larry Leisure, owns CenturyLink Arena and the attached Grove Hotel (built as a 40-40-20 partnership), and the Idaho Steelheads hockey team. Councilmember Chazen explained the various events held at the arena, the minimum attendance needed, and the financial breakdown of each aspect of arena events (the specific events, attendance,

concessions, parking, hotels, hotel availability, naming rights, and sponsorships). He showed pictures on how the arena seating and flooring can be changed for different events.

Councilmember Traylor Smith reviewed the growth of Boise and its per capita income since 1996 when the arena was built by a private individual. She said it is important to locate an event center in an area where businesses and pedestrian traffic are established. Mr. Anton added, at the time the Boise arena was built, Boise businesses were in decline and the city was referred to as “little Beirut”. The arena helped spur the city’s growth and created a hub of their downtown. Councilmember Traylor Smith said during their visit, they went downtown on a Thursday and it was very busy.

Councilmember Traylor Smith said an event center is one way to encourage growth that doesn’t compete with online businesses; it would take time to put it in place, but the feasibility study said Grand Junction could handle it. Mr. Anton said Boise is very progressive and describes themselves as the “anchor tenant”; the tour hosts said Boise has had broadband so long they couldn’t remember when Boise got it.

Councilmember Kennedy noted Boise’s youth sports activity has increased by 500% since the inception of their hockey team.

Mr. Anton mentioned the draw area for Grand Junction is a 150-mile radius and felt having an arena would be a great way to help stabilize the local economy from the boom and bust cycle.

Councilmember Traylor Smith said Staff is working on a lot of big things that all require the right timing, but encouraged action steps to be put in place for an event center and to decide what details need to be considered in order to host different types of events.

Councilmember Chazen was encouraged that the Boise arena and hotel were built with private funds, but did not feel they were the sole drivers for growth there. He noted other areas have used special taxing districts to help cover costs.

Mr. Anton reminded Council the Plenary Group offered to build an arena keeping the City’s annual cost for it at \$3.2 million, half of which could be covered by a modest increase in the Lodging Tax. He stressed there are a lot of positives for this type of project.

Although many on Council still had unanswered questions and concerns about logistics and financing, the majority supported the concept and asked City Manager Caton if Staff has time to research options for this project. He said Staff does have time, but the next questions are to determine if the public has an appetite for an arena and if so, are they willing to fund it publicly. City Manager Caton said Staff would return in six months with an update.

### Agenda Topic 3. Two Rivers Convention Center (TRCC) Operations

City Manager Caton said TRCC does not have a dedicated revenue stream and has been funded through the Operating Fund and a subsidy from the Visitor and Convention Bureau (VCB). Debbie Kovalik, VCB Director, reviewed the history of TRCC and noted many costs have risen due to the economy and age of the building. She proposed and described four options: Public Ownership; Publicly Owned/Out Sourced Management and Operations; Publicly Owned/Private Operated; and Privately Owned and Operated.

Councilmember Kennedy said this conversation and that of the event center are intertwined and asked why they are being discussed separately. City Manager Caton said even though they are linked, TRCC is a smaller dollar project and should not drive the higher dollar event center. Pursuing option 3 or 4 will

allow the City more flexibility to pursue an event center which could be a standalone facility and provide another downtown anchor.

Councilmember Kennedy asked what option Staff's preference is. City Manager Caton said they want to provide flexibility to companies responding to an RFP (request for proposal) in order to maximize proposals.

Councilmember Chazen commended Stuart Taylor, TRCC Convention Services Manager, and the TRCC Staff and said this situation is not a reflection of their performance. He then asked if a contract could be structured to ensure all the needed capital improvements are made. City Attorney Shaver said a contract can include a variety of options: the sale price could reflect the expectation that investments need to be made by the purchaser; a covenant stating improvements are to be made could be included; the title could not vest until specific improvements are made; or the City could hold an interest in the property until improvements are made. However, including any of these stipulations may make a sale more difficult.

There was discussion regarding the proposed options with the majority preferring option 3 and/or 4. Ms. Kovalik said TRCC would like to protect and honor commitments made through 2018. City Manager Caton said those commitments will be a selling feature and it will be key to put a proper model in place for TRCC to be a true asset to downtown and the RFP should reflect that. City Attorney Shaver said subsequent RFP's can be refined.

Councilmember Taggart felt option 2 should be kept on the table until a decision is made regarding an event center. Councilmember McArthur cautioned that options 1 and 2 will cost the City a lot of money and encouraged sending out the RFP for options 3 and 4 in order to determine interest and gain additional information.

City Manager Caton said, properly proposed, TRCC could be a profitable investment for a private company, but an event center would require a significant public subsidy and could add to TRCC's viability.

Councilmember Chazen asked how the Avalon Theatre fits into this discussion. City Manager Caton said, at this point, the Avalon management will be scaled back and kept separate. Councilmember Chazen mentioned the Avalon uses TRCC for food service and asked if food service would be able to be continued if TRCC is no longer the City's. City Manager Caton said a RFP could be issued annually or monthly for food service to the Avalon.

Kevin Reimer suggested increasing the Lodging Tax rate in order to create a dedicated funding source for TRCC.

It was decided to send out a RFP with options 3 and 4.

#### Agenda Topic 4. Next Workshop Topics

Suggested topics were Foreign Trade Zone (FTZ), Municipal Court, and Homelessness and Vagrancy.

It was decided, due to the need for a decision soon, a special workshop would be scheduled soon (August 29<sup>th</sup>) to discuss a FTZ and the Economic Development Partners would be asked to make the presentation.

Municipal Court and Homelessness and Vagrancy will be discussed at future regularly scheduled workshop.

Agenda Topic 5. Board Reports

Homeless and Vagrancy Committee – Councilmember Chazen will be absent at the next meeting.

Parks and Recreation Board – Councilmember Kennedy said they worked on their budget.

With no further business the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL  
MONDAY, AUGUST 15, 2016**

**PRE-MEETING (DINNER) 5:00 P.M. ADMINISTRATION CONFERENCE ROOM  
WORKSHOP, 5:30 P.M. *(please note new start time)*  
CITY HALL AUDITORIUM  
250 N. 5<sup>TH</sup> STREET**

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

- 1. Boise Event Center Site Visit Debrief**
- 2. [Two Rivers Convention Center Operations: The purpose of the discussion is to consider options for operating Two Rivers Convention Center.](#)**
- 3. Next Workshop Topics**
- 4. Committee and Board Reports**
- 5. Other Business**



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

**August 17, 2016**

The City Council of the City of Grand Junction convened into regular session on the 17<sup>th</sup> day of August, 2016 at 7:01 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Rick Taggart, Barbara Traylor Smith, Martin Chazen, and Council President Phyllis Norris. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Chazen introduced his granddaughters Marley and Erika Govea who led the Pledge of Allegiance which was followed by an invocation by Bishop Mark Rogers, Church of Jesus Christ of Latter Day Saints, Orchard Mesa Ward.

**Presentation**

**2015 Auditors Report – Ty Holman, Haynie & Company**

Ty Holman of Haynie & Company, introduced himself and noted this was the first year Haynie & Company performed the City's audit. Mr. Holman stated that the City had a very clean audit and went on to explain an auditor's responsibility during an audit. He said a risk based audit was performed and reviewed the 2015 City of Grand Junction Auditors Report saying Haynie & Company tries to stay unpredictable when looking at internal controls when implementing a risk-based approach. No issues were found. He said GASB (Government Accounting Standards Board) 68 was the most significant change in 2015 which required a statement of pension liabilities. He explained some numbers are based on estimates and all those estimates were found to be reasonable, however most were based on hard numbers from bank statements. There were no audit adjustments, which is rare and very commendable. He reviewed high level items such as sales tax collections, long term debt, investments, fund balances, and listed new GASB accounting pronouncements. He said GASB is staying very active and 72-73 and 76-79 will have little impact on the City, but 74 and 75, which relate to post-employment benefits, will have a similar impact to the City as that of GASB 68. Instead of being footnoted, the City's position will have to be recorded, most likely as a liability, within the statement of net position. This will take effect in 2017 and the additional disclosures will be included in the Comprehensive Annual Financial Report.

Mr. Holman concluded there were no audit adjustments and the transition went extremely well particularly because they were able to review papers from prior years,

even though it was a learning process for both sides. He commended Financial Operations Director Jodi Romero and her Staff. The audit was filed within the deadline (June 30<sup>th</sup>), in spite of a personnel change during the audit. He asked if there were any questions and stated there is always an open line of communication with the Council.

Council President Norris thanked Ms. Romero for the good job.

Councilmember Traylor Smith stated that with new accounting pronouncements (GASB 72, 73, 76, and 79) and that Mr. Holman did not expect any significant impact on the City, she asked for clarification on GASB 74 and 75, if they will require notes and disclosures. Mr. Holman stated most likely an additional liability will be recorded on the statement of net position which will require a restatement of the beginning net position recorded retroactively.

Councilmember Chazen thanked the Finance Department especially in light of the personnel change. He stated when the City changed auditors, concerns were raised about Haynie & Company being based in Denver, he asked Mr. Holman if there were difficulties performing the audit due to the company's location. Mr. Holman stated no, not at all. The team came over for a few days initially and performed interim procedures and then again toward the end of the audit. There were no issues thanks to available technology. Councilmember Chazen said pension liabilities get expensive for the City since they are based on assumptions built by actuaries and asked if they are reasonable. Mr. Holman stated that his firm audits over 60 governmental entities and gets a broad view to compare the assumptions formed by different actuaries. They also compare for over-all reasonableness. The rate of return may seem aggressive but it is a similar range for return with other actuaries.

That concluded the audit report.

## **Proclamation**

### **Proclaiming August 22-29, 2016 as “Up With People Week” in the City of Grand Junction**

Councilmember Taggart described his experience as a member of the Up With People cast in 1968. He then read the proclamation. Ran Hu from Up With People, along with Convention and Visitor Services Director Debbie Kovalik, were present to receive the proclamation. Ms. Hu thanked Council for recognizing Up With People and described the program. She said they are very excited to be in Grand Junction, which is their first stop on this tour. Ms. Kovalik provided information about her experience with Up With People in 1974 and said the performance will be on Friday August 26, 2016 at 7:00 p.m., at Grand Junction High School.

### **Appointment – To the Downtown Development Authority/Downtown Grand Junction Business Improvement District**

Councilmember Chazen moved to appoint Vance Wagner to the Downtown Development Authority/Downtown Grand Junction Business Improvement District for a four-year term expiring June 2020. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

### **Certificate of Appointment – To the Commission on Arts and Culture**

Introduced by Councilmember Kennedy, Roseann Lyle was present to accept her certificate of appointment to the Commission on Arts and Culture for the remainder of a three-year term expiring in February 2019. She thanked Council for the opportunity to serve and saying she considers her appointment a responsibility and honor.

### **Citizen Comments**

Adam Cochran, 2663 Paradise Way, said he is a new board member to SuperRad Art Jam, which provides art activities to children (primarily K-12) throughout the community. He listed some of the activities SuperRad Art Jam provides and thanked the Council for past funding and encouraged future arts funding.

### **Council Comments**

Councilmember McArthur said that he went to the grand opening of Pathways Village on August 4<sup>th</sup>. It was an impressive event and he described how the building was built and that it had reduced homelessness by 18%. On August 9<sup>th</sup> he went to the grand opening of the new R-5 High School where he spoke with the architect, Robert Blythe, about the thought process and considerations made for the design. R-5 will serve approximately 300 students.

Councilmember Chazen also went to the Pathways Village dedication and wished them luck on Phase II which will focus on single mothers with children. On August 25<sup>th</sup> Associated Governments of Northwest Colorado (AGNC) will have an Economic Development Summit in Grand Junction. He invited anyone wanting to attend to register on-line at AGNC.org.

Councilmember Kennedy was out of state over the last two weeks and was unable to attend any meetings.

Councilmember Traylor Smith said she looks forward to touring the Pathways Project soon. That morning she went to the Grand Junction Economic Partnership (GJEP) monthly meeting and is proud of the contacts they have made. She commended the partners for working together. GJEP requested that the Council hear information about the Foreign Trade Zone (FTZ) and she is looking forward to that meeting.

Councilmember Taggart said he went to many of the same events.

Council President Norris said she went to the Parks and Recreation Advisory Board meeting and they reviewed the budget. She lauded the Pathways Project and hopes there will be more projects like it.

## **Consent Agenda**

Councilmember Kennedy moved to adopt the Consent Calendar (items #1 through #3). Councilmember McArthur seconded the motion. Motion carried by roll call vote.

### **1. Approval of Minutes**

- a. Summary of the August 1, 2016 Workshop
- b. Minutes of the August 3, 2016 Special Session
- c. Minutes of the August 3, 2016 Regular Meeting

### **2. Resolution**

- a. Resolution No. 37-16 – A Resolution Concerning the Issuance of a Revocable Permit to Mesa County Valley School District No. 51 to Allow Construction of a 6' Metal Fence in an Unimproved Alley Right-of-Way, Located at 2150 Grand Avenue

### **3. Continue Public Hearing**

- a. Quasi-Judicial
  - i. A Proposed Ordinance Amending the Outline Development Plan and Planned Development Ordinance for Highlands Apartments, Located at 805 and 825 Bookcliff Avenue, to Increase the Number of Units within the Same Building Footprint (To be Continued to September 7, 2016)

## **Federal Aviation Administration Airport Improvement Program Grant**

The Grand Junction Regional Airport Authority (GJRAA) has received an Airport Improvement Program (AIP) Grant from the Federal Aviation Administration (FAA) for the reconstruction of the Eastern half of the Terminal Air Carrier Apron. Mesa County and the City of Grand Junction are required as Co-Sponsors to the Grant Offer.

Kip Turner, GJRAA Director, reviewed the grant offers that have been approved by the FAA and said the draft language will not be changed nor will the numbers. They are still waiting for the actual grant offers.

Councilmember McArthur asked how the grants will be used. Mr. Turner explained it is for the pavement on the east terminal that is in the poorest condition. It received a 33 rating out of 100.

Councilmember Chazen asked if this has been passed by the Airport Authority. Mr. Turner replied that it was approved August 16<sup>th</sup>. Councilmember Chazen asked if the Mesa County Commissioners will also need to sign the Co-Sponsorship Agreement. Mr. Turner said both grants need to have a Co-Sponsorship Agreement signed by the Council and the Commissioners. He is scheduled to attend the Commissioners meeting on August 22<sup>nd</sup> to seek their approval.

Councilmember Kennedy moved to approve the grant offer for FAA AIP Project 3-08-0027-054-2016 and authorize its appropriate agents to execute the grant offer and co-sponsorship agreement. Councilmember Traylor Smith seconded. Motion carried by roll call vote.

## **An Ordinance Zoning the Proposed Redlands Hollow Rezone to R-4 (Residential – 4 du/ac), Located at 508 22 ¼ Road**

A request to rezone 2.88 acres from R-2 (Residential - 2 du/ac) to R-4 (Residential - 4 du/ac) zone district in anticipation of developing a residential subdivision. The R-4 zoning is consistent with the Comprehensive Plan and the surrounding County zoned properties.

The public hearing was opened at 7:54 p.m.

Scott D. Peterson, Senior Planner, presented this item. He described the site, the location, and the request. He said eleven citizens attended the neighborhood meeting (held in April) and expressed various concerns about the development. The Planning Commission (PC) recommended approval of the request at their July 12, 2016 meeting. He noted adequate facilities and utilities are available to serve the property, many

amenities are within walking distance of the property, the fire station is less than a mile away, and the property owner will be dedicating a trail easement along the property. He described the designation on the Future Land Use Map and the allowed zoning in that land use designation. Mr. Peterson described the surrounding zoning and uses and noted that the requested zoning is compatible with the surrounding zoning. Mr. Peterson then had Project Development Engineer Rick Dorris address the City Council to speak on traffic issues.

Mr. Dorris displayed a traffic map and explained how traffic is calculated. He estimated the proposed development will increase traffic by 16% and said the streets can handle the additional traffic that would be generated. Concerns had been raised regarding “cut through” traffic, but when he monitored the area between 8:30 a.m. and 9:00 a.m. that day, he only saw two cars “cut through”.

Mr. Peterson then described the findings of fact and conclusions and said Staff recommended the rezone. He referred to the letters, emails, and petitions that were received opposing the development. He then said the applicant would like to address the Council before public testimony.

Ted Ciavonne, Ciavonne, Roberts, & Associates, 222 N. 7<sup>th</sup> Street, is representing the applicant and noted that Rich Livingston, the attorney representing the Redlands Investment Properties, LLC, said the applicants apologized for not being present and explained there are seven lots across the street and the owner will improve their drainage, but will not upgrade the road.

Councilmember Kennedy asked if there are any caveats that can be put into place to limit the number of lots to 6 and if the developer could change the lot sizes after the zoning change was approved.

Mr. Peterson said this is only a request for rezone; there are no restraints the City could place on the property.

Mr. Livingston said he spoke to the City Attorney about this developer being dedicated to this development and that he is willing to self-limit the number of lots to six with a deed restriction.

Councilmember Chazen said he personally knows Cliff and Teresa Hanson, but was not aware they were the owners of Redlands Investment Properties, LLC.

Councilmember Traylor Smith also said she knows the Hanson’s, but they have not discussed this request.

Councilmember Chazen stated he had no prior contact or discussion with the Hanson’s regarding this request and that their relationship would not affect his decision.

Councilmember Traylor Smith also stated that her relationship with the Hanson's will not influence her decision.

City Attorney Shaver stated there was nothing to preclude either councilmember from participating, but the issue was up to Council.

Councilmember Kennedy stated that "people know people" and he felt they could make the separation. He did not see any reason for either councilmember to recuse themselves.

Council President Norris stated she has confidence that both councilmembers will make a decision based on what is good for the City.

Councilmember McArthur asked if any restrictions could be put in place to restrict the number of lots to six.

City Attorney Shaver stated a condition could be added to the subdivision plat. It would not be part of the zoning, but a part of the plat. Staff can act on this going forward and only move forward if the covenant was in place.

Councilmember Taggart asked if the condition on the plat would remain if the Hanson's sold the property.

City Attorney Shaver stated that once the lots are created and the plat is recorded, the lot sizes could not be subdivided.

Councilmember Taggart said concerns were expressed in several letters that this could be used as a "cut through". He asked Mr. Peterson to explain why.

Mr. Peterson, using an aerial map of the neighborhood and surrounding areas, showed the path of the "cut-through".

Councilmember Chazen asked how the Planning Commission voted on the rezone.

Mr. Peterson stated it was passed with a 5 to 2 vote in favor of the rezone.

Naomi Renital, 515 22 ¼ Road, lives at the corner of 22 ¼ Road and Mudgett Street. She said this is area where people cut through. Her husband, Garrett Williams, wrote one of the letters regarding this rezone and said she is not anti-development, but wants the growth to be conservative and in-line with the existing neighborhood. The deficiencies with R-2 zoning were never brought up and there is a potential for negative impacts on the neighborhood's character. Across from the larger property, most lots average .7 acres with mostly smaller one story homes. Obstructed views are a neighborhood concern. Although R-4 zoning is common in the area, it has been used for standalone neighborhoods, not as infill. She said 22 ¼ Road is narrow and

informally paved and people turn around in her driveway. To protect the rural setting they are asking to limit the height and number of houses built in the neighborhood.

Sharon Segars, 2215 Dixon Avenue, thanked the developer for limiting the development to six lots. There are 122 homes with only two entrances and exits. In the Planning Commission meeting on April 19<sup>th</sup>, Mr. Dorris said the traffic basin has 39 homes. She disagreed, stating that there are 122 homes that use the entrances and said a minimum count should be 1,220 trips. That number doesn't include any other trips, just those going to and from work. She then showed all the vacant land around the area expressing concern about creating a precedent for high density development potential in the future. She asked why special privileges were given and requested the development stay within the R-2 boundaries to retain the rural feel.

Aaron Livingston, 517 22 ¼ Road, appreciated the time Staff spent on the request. He lives at the end of 22 ¼ Road just before the ditch. He stated on a daily basis, two to four cars use his driveway to turn around since there is no turnaround at the end of the street. The houses across the street are on over ½ acre lots and the streets are narrow. He is concerned the six lot limit is not a formal agreement.

There were no other public comments.

The public hearing was closed at 8:30 p.m.

Councilmember Kennedy asked Mr. Peterson what the housing height restrictions are for R-4 zoning and what the drainage and street width requirements are. Mr. Peterson said the R-2 zone has a maximum house height of 35 feet and the R-4 zone has a maximum house height of 40 feet. He deferred to Mr. Dorris in regard to the street width requirements.

Mr. Dorris said a typical City street has curb, gutter, and sidewalk and is 28 feet across. This road does not have curb or gutter and is approximately 22 feet across. The developer has to show the road will meet the needs of the neighborhood and proposed the alternate street section which the City approved.

Councilmember Kennedy asked if traffic counts had been calculated for the area. Mr. Dorris said no. Councilmember Kennedy asked that a count be done.

Mr. Ciavonne stated that the property is 872 square feet short of being able to plat six lots without the zoning change. Redlands Investment Properties, LLC, asked to develop seven lots. Considering the existing house and the definition of R-4 zoning, eight lots are the maximum. In 2010 the Growth Plan that was put in place discouraged sprawl development and encouraged infill. This request will only create a slight increase in density with twenty more trips.



Mr. Livingston said the neighborhood needs to “trust but verify” that the owner is willing to put a restrictive covenant against the title to limit the number of lots. That will be recorded and any successive owner would take title with that restriction. He said that everyone has concerns about the neighborhood but he assured that they can accommodate a reasonable development that brings economic benefit to the community. He listed all the documents that say they can comply across the board with the six new houses.

Councilmember Taggart asked Mr. Livingston to explain the difference between the City’s projected road use and Ms. Segars’ estimated traffic count. Mr. Livingston said the City’s count was based on a smaller area than Ms. Segars’ estimate.

City Attorney Shaver expressed a need to get disclosure on Mr. Dorris's statement regarding his relationship with Paul and Sharon Segars who are longtime friends, but stating they have not spoken about this. He questioned Mr. Dorris and concluded the relationship did not influence the traffic study.

Councilmember Chazen restated that the owner is willing to record a deed restriction on the property limiting the lots. He expressed a desire to include a requirement in the ordinance that the limitation and development is contingent upon the recording of that deed restriction.

City Attorney Shaver stated the property is 2.88 acres, if it was 3 acres, the discussion would be different, the zoning does not approve the project. Based on that approval, they will bring forward a plat with only six lots; the covenants are recorded at the time of the plat being recorded.

Councilmember Taggart asked City Attorney Shaver if a motion was made on this request, could the motion include that Council is approving the ordinance including the developer’s representation for lot limits. City Attorney Shaver answered there is no way for the City to enforce lot limits until development takes place. The zoning would have to be approved first, then a restriction could be put in place limiting the number of lots.

Mr. Ciavonne stated that the project requires a simple subdivision in order to break off the house from the vacant property. At that point and concurrently, the subdivision will follow relatively soon afterwards.

Councilmember McArthur clarified that there would be six additional lots in addition to the existing house structure, with a gross 2.4 units per acre, he does not see this as high density.

Councilmember McArthur moved to approve Ordinance No. 4715, an ordinance zoning the proposed Redlands Hollow Rezone to R-4 (Residential – 4 du/ac), located at 508 22

¼ Road on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion.

A discussion took place and Councilmember Chazen asked if a separate motion was needed to be made for direction that six lots be the limit. City Attorney Shaver said direction could be given to the City Manager to make sure the platting of the subdivision will reflect no more than six lots and that a covenant is in place to prevent further subdivision.

Councilmember Kennedy stated six lots are acceptable to the neighborhood; a balance point that fits both needs. He appreciates those who voiced their concerns.

Councilmember Kennedy moved to approve the rezone and Ordinance No. 4715 and directed City Staff and the City Manager to ensure the six lot limit was carried out. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

### **An Ordinance Making Supplemental Appropriations to the 2016 Budget of the City of Grand Junction, Colorado**

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2016 budget amendments. Appropriations are made on a fund level and represent the authorization by City Council to spend according to the adopted or amended budget.

The public hearing opened at 8:58 p.m.

Financial Operations Director Jodi Romero described need for the supplemental appropriation ordinance and described the budget amendments. She advised that the majority of the amendments to the General Fund are the carryforward of the Economic Development budget for the various contract services, capital equipment, and the mid-year authorizations that Council made for the CMU campus expansion and development fees for HomewardBound and Grand Junction Housing Authority. There was also a carry forward for 911 communications. There was an amendment to purchase the Matchett Park property. An amendment was made for the Sales Tax CIP for the carry forward of capital projects such as the Horizon Drive Interchange. The remaining amendments are for carryforwards for various capital projects that began but were not completed in 2015.

There were no public comments.

The public hearing closed at 9:00 p.m.

Councilmember Chazen asked if the proposed changes are properly funded and the \$18.5 million of reserves are still maintained. Ms. Romero replied affirmatively.

Councilmember Chazen moved to adopt Ordinance No. 4716, an ordinance making supplemental appropriations to the 2016 budget of the City of Grand Junction, Colorado, on final passage and order final publication in pamphlet form. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

### **Non-Scheduled Citizens & Visitors**

David Mattson, 360 Plateau Drive, spoke regarding the appropriations for the Arts, especially the Grand Junction Senior Theater which he has been a board member of for three years. He gave examples of some of the performances that were given the past year. He said that is just one example of what funding the Arts could benefit.

Betty Dolan, 2852 ½ Elm Avenue, said that arts and culture funding is needed. Plays have been a wonderful part of her life. It gives her a chance to get out in the community, to enjoy beautiful art work and art galleries. Having art around makes for a better community. She encouraged everyone to get involved with the Arts and plays. She asked City Council to appropriate money for the Arts.

### **Other Business**

There was none.

### **Adjournment**

The meeting was adjourned at 9:08 p.m.

Stephanie Tuin, MMC  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #2 a**

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**Meeting Date:** September 7, 2016

**Requested by:** Jay Valentine, Internal Services Manager      **Submitted By:** Jay Valentine, Internal Services Manager

**Department:** Administration

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**Information**

**SUBJECT:**

Contract to Purchase Two Replacement Trailer Mounted Leaf Machines

**RECOMMENDATION:**

Staff recommends the purchase of two replacement leaf machines from Old Dominion Brush Company.

**EXECUTIVE SUMMARY:**

The Fleet Replacement Fund is replacing two trailer mounted vacuum leaf machines that will be used primarily by the Street Division. These new machines will replace two existing units that are over 10 years old and have met the criteria for replacement as established by Fleet Services and approved by the Fleet Replacement Committee.

**BACKGROUND OR DETAILED INFORMATION:**

This equipment is used for the annual leaf pickup program. Over 10,000 cubic yards of leaves are collected annually by this program which helps to eliminate excess leaf build-up along City streets that can cause storm water drains to clog. Leaves collected during this program are taken to the Mesa County Organic Materials Composting Facility where they are recycled and turned into compost.

A formal solicitation was advertised on Rocky Mountain E-Purchasing System and in the Daily Sentinel, and sent to a source list of manufacturers and dealers capable of

providing a leaf machine per specifications. Three companies submitted formal bids, bid amounts are as follows:

<b>FIRM</b>	<b>LOCATION</b>	<b>COST</b>
Old Dominion Brush Company	Richmond, Virginia	\$ 85,388.00
Municipal & Contractors Equipment Co.	Thornton, Colorado	\$ 97,455.00
Kois Brothers Equipment	Commerce City, Colorado	\$109,602.00

**FISCAL IMPACT:**

Funds for this purchase have been accrued and budgeted in the Fleet Services Fund.

**SUGGESTED MOTION:**

I MOVE to (authorize or deny) the Purchasing Division to Enter into a Contract with Old Dominion Brush Company for the Purchase of Two 2016 ODB SEL 800 TM Leaf Machines for a Purchase Price of \$85,388.



**Grand Junction City Council**

**Regular Session**

**Item #2 b**

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**Meeting Date:** September 7, 2016

**Requested by:** Allison Blevins, Co-Director Downtown BID

**Submitted By:** Allison Blevins, Co-Director Downtown BID

**Department:** DGJBID

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**Information**

**SUBJECT:**

Free Holiday Parking Downtown from Thanksgiving to New Year's Day with Certain Exceptions

**RECOMMENDATION:**

On August 11, 2016, the Downtown Development Authority/Downtown Grand Junction Business Improvement District (DDA/DGJBID) boards reviewed the Holiday Parking Program with changes to the 2-hour parking spaces and recommended City Council implementation.

**EXECUTIVE SUMMARY:**

The Downtown Development Authority has requested free parking in the downtown area again this year during the holiday shopping season with the following change. All spaces that are non-metered, 2-hour parking will continue to be enforced as 2-hour parking to encourage turn-around for guests visiting the Downtown core. Because it may take the public some time to acclimate to this change, first time violators in these 2-hour spaces will be issued a warning ticket. Additional signage will be installed below all 2-hour Free Parking Signs that state "Enforced during Holiday Parking" and the BID will increase public awareness via multiple advertising and PR avenues.

City Staff recommends Free Holiday Parking in downtown, including the first floor of the Rood Avenue parking structure, with the exception of government offices areas, non-

metered, 2-hour parking, and shared-revenue lots. Free Metered Spaces will be clearly designated by covering the meters with the Official Red Plastic Bag.

### **BACKGROUND OR DETAILED INFORMATION:**

Free Holiday Parking is a very popular customer service program that supports the vitality of downtown businesses during the critical holiday shopping season. Over the years the Free Holiday Parking regime has sought a balance between retail customer service and the need to maintain ready parking and access for visitors to major public facilities including government offices (approximately 120 out of 1,100 metered spaces) with continued enforcement of the short-term meters surrounding the Post Office (4<sup>th</sup> & White), the Federal Building (4<sup>th</sup> & Rood), the City Hall/County Administration block (5<sup>th</sup> & Rood to 6<sup>th</sup> & White), and the State Building (6<sup>th</sup> & Colorado). Additionally, the shared-revenue lots at the State Building and the United Methodist Church (5<sup>th</sup> & Grand) as always are excluded from Free Holiday Parking and will continue to be enforced.

While the free parking program is intended to serve visitors and shoppers patronizing downtown during the holidays, many long-term parkers take advantage of the expanded convenience of free parking and occupy those spaces instead of their regular locations. This practice diminishes the effectiveness of the program by reducing the turnover rate of spaces. To help mitigate this issues, the Downtown BID recommends that all non-metered, 2-hour parking be enforced during holiday hours. Additional signage and advertising will be implemented to help notify the public of this change. The Parking Enforcement Officer will also be issuing a warning ticket to first-time offenders as a courtesy. The BID will continue an education and communication program, established in 2014, with downtown workers to explain the intention and purpose of the program and to ask that they not utilize the free parking program for their long-term parking needs.

This item relates to Plan Goal 4 of the Comprehensive Plan Goals and Policies: “Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.” Free Holiday Parking supports the efforts of the Downtown Development Authority in marketing the downtown as a retail and entertainment destination during the Holiday shopping season.

The City Council has the authority to make, impose and as necessary amend restrictions on parking. The Free Holiday Parking program is an example of that lawful authority.

### **FISCAL IMPACT:**

Because Free Holiday Parking has been approved for several years, budgeted annual parking revenues are already adjusted in expectation of continued approval of the program, and therefore, there is no impact to the budget. However, the amount of revenue foregone is estimated to be approximately \$20,000.

**SUGGESTED MOTION:**

I MOVE to (approve or deny) the Vacation of Parking Enforcement at Designated, Downtown, Metered Spaces from Thanksgiving to New Year's Day, except Non-Metered 2-hour, Loading, No Parking, Handicapped, and Unbagged Meter Spaces Surrounding Government Offices and in Shared Revenue Lots.

**Attachments**

NONE





## Grand Junction City Council

### Regular Session

Item #3 a

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**Meeting Date:** September 7, 2016

**Requested by:** Kathy Portner, Interim  
DDA Director

**Submitted By:** Kathy Portner, Interim  
DDA Director

**Department:** Downtown  
Development Authority

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### Information

#### **SUBJECT:**

A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Nepal Indian Cuisine, LLC dba Nepal Restaurant, Located at 356 Main Street

#### **RECOMMENDATION:**

Adopt a Resolution Authorizing the Lease of Sidewalk Right-of-Way to Nepal Indian Cuisine, LLC dba Nepal Restaurant, Located at 356 Main Street.

#### **EXECUTIVE SUMMARY:**

The new owner of Nepal Restaurant, located at 356 Main Street, is requesting an Outdoor Dining Lease for an area measuring approximately 176 square feet directly in front of the building. The lease would permit the business to include the leased area in their licensed premise for alcohol sales. The area had been leased for outdoor dining by the previous owner.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City expanded the provisions for sidewalk dining to include liquor service in 2004 and approved a revised standard Lease Agreement in 2012 that meets the requirements for an expanded licensed premise under a business's individual liquor license. Approval of this lease will allow the business owner to apply for expansion of premises through the liquor licensing authority.

**FISCAL IMPACT:**

The leasee will pay rent at the rate of \$1.00 per square foot per year for a total of \$176.00 per year.

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Resolution No. 38-16 Authorizing the Lease of the Sidewalk Right-of-Way to Nepal Indian Cuisine, LLC dba Nepal Restaurant, Located at 356 Main Street

**Attachments**

ATTACHMENT 1 – Proposed Resolution with supporting documents.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO  
NEPAL INDIAN CUISINE, LLC DBA NEPAL RESTAURANT,  
LOCATED AT 356 MAIN STREET**

Recitals:

The City has negotiated an agreement for Nepal Indian Cuisine, LLC to lease a portion of the sidewalk right-of-way located in front of 356 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Nepal Indian Cuisine, LLC dba Nepal Restaurant.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way abutting 356 Main Street for an initial term commencing September 7, 2016 for the rental sum of \$176.00, to Nepal Indian Cuisine, LLC.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

## **DOWNTOWN OUTDOOR DINING LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 7<sup>th</sup> day of September 2016, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Nepal Indian Cuisine, LLC dba Nepal Restaurant as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

### **RECITALS:**

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

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

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

### **1. Demise of Premises.**

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 176 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

### **2. Term.**

The term of this Agreement shall be for a period of one (1) year to commence on September 7, 2016. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on \_\_\_\_\_, 2017.

### **3. Rental.**

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$176, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

### **4. Permitted Uses and Hours of Operation.**

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not

result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

**5. Assignment or Subletting Prohibited.**

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

**6. Compliance with Legal Requirements.**

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

**7. Taxes.**

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

**8. Utilities.**

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

**9. Improvements and Personal Property.**

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessee's business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

**10. Safe and Sanitary Condition.**

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

**11. Lessor and Agent not Liable for Damages or Injuries.**

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and

Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

**12. Insurance.**

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

**13. Inspection, Access and Improvements by City and/or DDA.**

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

**14. Delivery and Condition of Premises upon Expiration or Termination.**

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

**15. Limitation of Rights Demised.**

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

**16. Sale or Transfer of Lessee's Business Interest**

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

**17. Attorney's Fees.**

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

**18. Waiver.**

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

**19. Default.**

a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10)



days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

**20. Notices and Written Consents.**

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney  
250 North 5th Street  
Grand Junction, Colorado 81501

To Lessee: Nepal Indian Cuisine LLC dba Nepal Restaurant  
356 Main Street  
Grand Junction, CO 81501

To Agent: Downtown Development Authority c/o Executive Director  
437 Colorado Avenue  
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First Class United States mail.

**21. Binding Effect and Complete Terms.**

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

**22. Construction of Lease.**

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

**23. Performance Standards.**

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

**24. Authorization of Parties.**

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

**25. Administrative Agent.**

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

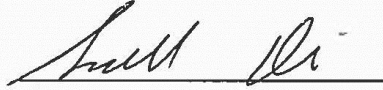
IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

Lessee:

\_\_\_\_\_  
By: Greg Caton, City Manager

By:

  
\_\_\_\_\_

Agent: Downtown Development Authority

\_\_\_\_\_  
By: Kathy Portner, Interim DDA Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

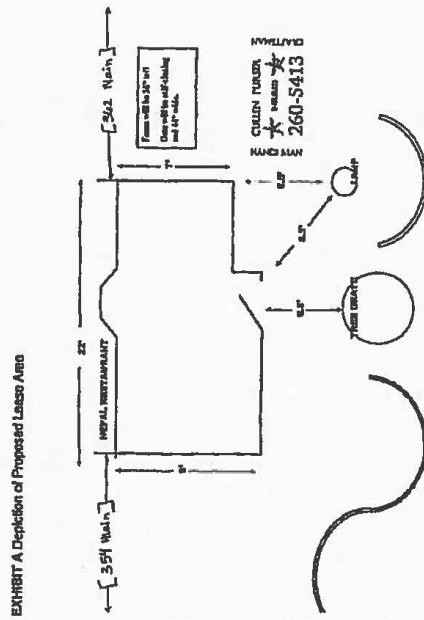




Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

*SAMIUDDIN KHAN*  
I, DREAM INDIAN CUISINE LLC, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 22 day of Aug, 2011.

Signed: *Samuddin Khan*



## Grand Junction City Council

### Regular Session

Item #3 b

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**Meeting Date:** September 7, 2016

**Requested by:** Kathy Portner,  
Community Svcs Mgr

**Submitted By:** Kathy Portner,  
Community Svcs Mgr

**Department:** Admin. - Community  
Development

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### Information

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Construction of a Salt Shed

#### **RECOMMENDATION:**

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Construction of a Salt Shed.

#### **EXECUTIVE SUMMARY:**

This request is for authorization to submit a request to the Mesa County Federal Mineral Lease District (MCFMLD) for a \$50,000 grant, with a local match of \$30,000 to \$50,000, to construct a salt shed at the Municipal Service Center. The existing dated and inadequate shed used for salt storage must be removed to make room for the expansion of the Compressed Natural Gas (CNG) fueling facility needed to accommodate the growing fleet of CNG vehicles.

#### **BACKGROUND OR DETAILED INFORMATION:**

With the award of a grant to Grand Valley Transit (GVT) for an additional fast and slow CNG fill station, the existing Street Department salt shed must be relocated to accommodate the expansion. GVT's CNG facilities must be located in close proximity to the existing CNG facilities for tie-ins to the existing system creating necessary redundancy.

The existing salt shed is in very poor condition. Capacity was added to the building with a railroad tie box, requiring the material be covered with a tarp year round. The building has one very small entrance, and material must be off loaded outside and pushed up into the building with a loader. The building capacity is 750 tons inside and 500 tons outside under the tarp. This capacity of 1,250 tons is sufficient to store enough material for 1-3 storms, depending on size and duration.

The proposed salt storage shed will be approximately 100 x 60 and hold 2,500 tons of Ice Slicer. The increased capacity of the storage facility will allow for the purchase of material off season at a discount and will store enough material for 3-6 storms, which is about half a winter's storms on the average. The building type being considered is a clear span frame with fabric cover, designed to be moved if needed. It would have two doors for easy loading and offloading. To reduce the cost of the project some of the work of installation will be completed by City crews.

**FISCAL IMPACT:**

The total estimated cost of the salt shed is \$80,000 to \$100,000. The request to MCFMLD is for a Mini Grant of \$50,000. The remainder of the project cost will be absorbed in the CNG expansion project budget, which is necessitating the relocation of the existing salt shed.

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Resolution No. 39-16 Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for Construction of a Salt Shed.

**Attachments**

ATTACHMENT 1 – Proposed Resolution



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_-16**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE MESA COUNTY FEDERAL MINERAL LEASE DISTRICT FOR CONSTRUCTION OF A SALT SHED**

**RECITALS.**

With the award of a grant to Grand Valley transit for an additional fast and slow CNG fill station, the existing Street Department salt shed must be relocated to accommodate the expansion. GVT's CNG facilities must be located in close proximity to the existing CNG facilities for tie-ins to the existing system creating necessary redundancy.

The existing salt shed is in very poor condition. Capacity was added to the building with a railroad tie box, requiring the material be covered with a tarp year round. The building has one very small entrance, and material must be off loaded outside and pushed up into the building with a loader. The building capacity is 750 tons inside and 500 tons outside under the tarp. This capacity of 1,250 tons is sufficient to store enough material for 1-3 storms, depending on size and duration.

The proposed salt storage shed will be approximately 100 x 60 and hold 2,500 tons of Ice Slicer. The increased capacity of the storage facility will allow for the purchase of material off season at a discount and will store enough material for 3-6 storms, which is about half a winter's storms on the average. The building type being considered is a clear span frame with fabric cover, designed to be moved if needed. It would have two doors for easy loading, and offloading. To reduce the cost of the project some of the work of installation will be completed by City crews.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Grand Junction supports submitting the grant request to the Mesa County Federal Mineral Lease District for \$50,000 for the construction of a salt shed, in accordance with and pursuant to the recitals stated above and authorizes the City Manager to enter into a grant agreement with MCFMLD if the grant is awarded.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

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President of the Council

ATTEST:

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City Clerk



## Grand Junction City Council

### Regular Session

Item #4 a i

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**Meeting Date:** September 7, 2016

**Requested by:** Greg Lanning,  
Public Works Director

**Submitted By:** Bret Guillory,  
Utilities Engineer

**Department:** Public Works/Water

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### Information

#### **SUBJECT:**

An Ordinance Approving a Loan from the Colorado Water Resources and Power Development Authority to Finance Improvements to the City's Water System; Authorizing the Form and Execution of the Loan Agreement and a Governmental Agency Bond to Evidence Such Loan; Authorizing the Execution and Delivery of Documents Related Thereto; and Prescribing Other Details in Connection Therewith

#### **RECOMMENDATION:**

Introduce a Proposed Ordinance Accepting the Terms and Conditions of the CWRPDA Loan Contracts and Set a Hearing for September 21, 2016, and Authorize the President of the Council to Enter into the Contract for a Loan up to \$1,615,100.

#### **EXECUTIVE SUMMARY:**

The City Water Department has applied for a loan from the Colorado Water Resources and Power Development Authority to facilitate rehabilitation of the City Water Treatment Plant filters. City Council approved debt funding for this project during the 2016 budget review process.

#### **BACKGROUND OR DETAILED INFORMATION:**

This project was initially discussed last year during the budget process and most recently presented to City Council July 20, 2016 for approval of the terms of the loan. This agenda item sets the hearing and consideration of the loan ordinance (attached) for September 21, 2016.

This project will replace 40 year-old filtration equipment with new equipment designed to fit inside the existing concrete basins. Research has shown that water providers with similar filter systems across the country are making similar upgrades. The equipment recommended for our filter plant has become the standard in the industry.

These upgrades have a life expectancy of over 40 years and will provide more versatile operation of the plant resulting in better water treatment and longer filter media life. Construction is expected to occur this winter when water demand is low and filters can be taken off-line for replacement.

The loan may be used to recover design costs, materials costs, and cost to construct the project. The total cost for this project is estimated to be \$1,615,100. Final loan documents will reflect actual costs after project completion.

Legal staff will review final loan documents.

**FISCAL IMPACT:**

The term of the loan is 20 years, at 2.0% interest. Loan administrative cost is \$16,000.

**Sources**

Water and Power Development Authority Loan	<u>\$1,615,100</u>
<b>Total Project Sources</b>	<b>\$1,615,100</b>

**Expenditures**

Design contract	\$ 142,400
Materials	564,000
Estimated Construction	892,700
Loan Initiation	<u>16,000</u>
<b>Total Estimated Cost</b>	<b>\$1,615,100</b>

**SUGGESTED MOTION:**

I MOVE to (approve or deny) the Proposed Ordinance Accepting the Terms and Conditions of the Colorado Water Conservation Board Loan Contracts and Set a Hearing for September 21, 2016.

**Attachments**

ATTACHMENT 1 – Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Grand Junction, Colorado (the "City"), is a home rule city duly existing under the Constitution and laws of the State of Colorado and its City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council has determined and does hereby determine that the City's water system (the "System") is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR"), and Section 37-45.1-103 of the Colorado Revised Statutes, as amended; and

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity require certain improvements to the System, including without limitation the rehabilitation of the filtration system at the water plant within the System (collectively, the "Project"); and

WHEREAS, the Council has determined that in order to finance the Project it is necessary, advisable, and in the best interests of the City to enter into a loan agreement (the "Loan Agreement") with the Colorado Water Resources and Power Development Authority (the "CWRPDA"), a body corporate and political subdivision of the State of Colorado, pursuant to which CWRPDA will loan the City an amount not to exceed \$1,700,000 (the "Loan") for such purposes; and

WHEREAS, the City's repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the City to CWRPDA; and

WHEREAS, the Bond and the Loan Agreement (collectively, the "Financing Documents") shall be a revenue obligation of the City payable from the Pledged Property (as defined in the Loan Agreement), and pursuant to TABOR and Article XII, Section 93(f) of the Charter may be approved by the Council without an election; and

WHEREAS, forms of the Financing Documents have been filed with the City Clerk; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

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

Approvals, Authorizations, and Amendments. The forms of the Financing Documents filed with the City Clerk are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the President of the Council (the "President"). The President and City Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution by the President, the City Clerk, or other appropriate officers of the City of any instrument or certificate or other document in connection with the matters referred to herein shall be conclusive evidence of the approval by the City of such instrument or certificate or other document.

Election to Apply Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, of the Colorado Revised Statutes, as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect

in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Delegation and Parameters.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President, the Financial Operations Manager, or any member of the Council the authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 3:

The interest rate on the Loan;

The principal amount of the Loan;

The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;

The conditions on which and the prices at which the Loan may be paid prior to maturity;

The dates on which the principal of and interest on the Loan are paid; and

The existence and amount of reserve funds for the Loan, if any.

The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions: (i) the interest rate on the Loan shall not exceed 2.00%; (ii) the principal amount of the Loan shall not exceed \$1,700,000; and (iii) the final maturity of the Loan shall not be later than December 31, 2036.

Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Financing Documents shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Financing Documents after their delivery for value.

Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The revenues pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable

as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the date of adoption of this Ordinance.

Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bond and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied only to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation, the costs of obtaining the Loan.

Neither CWRPDA nor any subsequent owner(s) of the Financing Documents shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

City Representative. Pursuant to Exhibit B of the Loan Agreement, Jodi Romero, Financial Operations Director, and Jay Valentine, Internal Services Manager, are each hereby designated an Authorized Officer (as defined in the Loan Agreement) for the purpose of



performing any act or executing any document relating to the Loan, the City, the Bond, or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than 20 years from the date of the Loan.

Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to the execution and delivery of such certificates and affidavits as may reasonably be required by CWRPDA.

Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any way be construed as impairing the obligations of the City to keep and perform its covenants contained in this Ordinance.

Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF GRAND JUNCTION, COLORADO

[ S E A L ]

\_\_\_\_\_  
President of the City Council

Attest:

\_\_\_\_\_  
City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND  
ORDERED PUBLISHED IN PAMPHLET FORM this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF GRAND JUNCTION, COLORADO

[ S E A L ]

\_\_\_\_\_  
President of the City Council

Attest:

\_\_\_\_\_  
City Clerk

STATE OF COLORADO            )  
   )  
 COUNTY OF MESA                ) SS.  
   )  
 CITY OF GRAND JUNCTION    )

I, Stephanie Tuin, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “Council”), do hereby certify as follows:

The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) that was introduced, passed on first reading and ordered published in full by the Council at a regular meeting thereof held on \_\_\_\_\_, 2016 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on \_\_\_\_\_, 2016, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of \_\_\_\_\_, 2016, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Phyllis Norris				
Marty Chazen				
Barbara Traylor Smith				
Bennett Boeschenstein				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of \_\_\_\_\_, 2016, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting "Aye"</u>	<u>Voting "Nay"</u>	<u>Absent</u>	<u>Abstaining</u>
Phyllis Norris				
Marty Chazen				
Barbara Traylor Smith				
Bennett Boeschstein				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

The members of the Council were present at such meetings and voted on the passage of the Ordinance as set forth above.

The Ordinance was approved and authenticated by the signature of the President of the Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the Council.

There are no bylaws, rules, or regulations of the Council that might prohibit the adoption of the Ordinance.

Notices of the meetings of \_\_\_\_\_, 2016 and \_\_\_\_\_, 2016 in the forms attached hereto as Exhibit A were posted at City Hall in accordance with law.

The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on \_\_\_\_\_, 2016 and \_\_\_\_\_, 2016, as required by the City Charter. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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City Clerk and Clerk to the Council

[ S E A L ]

EXHIBIT A

(Attach Notices of Meetings of \_\_\_\_\_, 2016 and \_\_\_\_\_, 2016)

EXHIBIT B

(Attach Notice of Meeting)



## Grand Junction City Council

### Regular Session

Item #5 a

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**Meeting Date:** September 7, 2016

**Requested by:** Claudia Hazelhurst,  
Human Resources  
Director

**Submitted By:** Shelly Williams,  
Benefits Coordinator  
Nathan Carruth,  
Risk Manager

**Department:** Admin. – Human  
Resources

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### **Information**

#### **SUBJECT:**

Contract for the City's Life, Accidental Death and Dismemberment (AD&D) and Long-Term Disability (LTD) Insurance Benefits with VOYA

#### **RECOMMENDATION:**

The Human Resources and Purchasing Staff recommend that the City Council authorize the City Manager to sign a contract with VOYA for Employee Life, AD&D and LTD insurance services. Implementation would begin immediately with a policy effective date of January 1, 2017 and the contract, subject to annual appropriation, continues until further notice with an initial three-year term.

#### **EXECUTIVE SUMMARY:**

A request for proposals (RFP) was issued to determine if the City's Life, AD&D and LTD insurance benefits with our current carrier, UNUM, were being offered at a competitive price and an equivalent benefit level as compared to other vendors offering these services. The result of this undertaking is a request for a new contract for these services with VOYA at an annual cost of approximately \$210,193, an \$82,627 reduction in annual costs from the City's current carrier.

The selection of VOYA (formerly ING.) as the City's new vendor will result in enhanced benefits over the existing provider and at rates that are considerably less than current costs. Enhancements include a higher spousal life insurance guarantee issue

coverage, a higher maximum monthly disability benefit payment, new funeral and concierge services and upgraded travel assistance services.

**BACKGROUND OR DETAILED INFORMATION:**

UNUM is the current vendor for Life, AD&D and LTD coverage. Human Resources anticipated an increase in the 2017 LTD renewal rates and began working with Purchasing in early April 2016 to initiate an RFP.

RFP data reflects the 2017 Employee Life, AD&D and LTD rate increase from our current carrier would have resulted in an estimated annual premium increase of \$40,305 or \$120,915 over the three-year agreement.

The City has offered Employee Life, AD&D and LTD coverage for full-time employees as part of our benefits programs for many years. The employer-paid life benefit provides one times annual earnings up to a maximum benefit of \$150,000. The employer-paid AD&D benefit provides one times annual earnings plus \$50,000 up to a maximum benefit of \$200,000. This benefit is available to employees on the first day of the sixth month of employment. LTD benefits are employer-paid and provide 60% of monthly salary payable up to age 65. Full-time employees are eligible for this benefit following six months of employment and 90 days of disability. These benefits are typical of other municipal employers in our market. A July 2016 market survey showed our market cities continue to provide similar life and long-term disability benefits as a component of their compensation packages.

The RFP was prepared and distributed according to the established procedures on April 29, 2016. In keeping with responsible use of public monies, the RFP process was for carrier participation only and did not utilize the services of a consultant or broker.

The City received seven (7) responses to the RFP; of the seven responses received five responding vendor proposals resulted in estimated savings over current rates ranging from \$60,458 to \$82,626 annually.

<b>Company Name</b>	<b>Location</b>	<b>Estimated Savings over current rates</b>
VOYA Financial	Denver, CO	\$82,626.00
Sun Life Financial	Denver, CO	\$74,565.00
Cigna Group Insurance	Denver, CO	\$64,489.00
The Hartford	Greenwood Village, CO	\$60,458.00
Ochs Inc.	St. Paul, MN	Nonresponsive
UNUM	Centennial, CO	-\$40,305.00
The Standard	Denver, CO	-\$96,733.00

Upon completion of the financial analysis, references were contacted to confirm each vendor had a consistent track record of scrutinizing and paying all legitimate employee claims. Additionally, we surveyed references to verify positive customer service levels,



responsiveness to legislative changes and managerial requests and the offering of other resources (i.e. website, tools and forms). Four vendors were selected to do formal presentations to Human Resources and Purchasing.

The selection process was completed in early July and the "Intent to Award" notification agreement was signed by the City Manager.

A contract will need to be negotiated and executed on and consistent with the terms of the RFP and the recommended proposal. Staff requests authorization to engage in negotiation and upon completion of those negotiations for the City Manager to sign. The form of the agreement will be reviewed and approved by the City Attorney.

**FISCAL IMPACT:**

A contract with VOYA as the new vendor for Life, AD&D and Long-Term Disability Insurance services will cost the City approximately \$210,193, an \$82,627 reduction in annual costs from the 2016 carrier rates and a combined savings of \$248,000 over the three-year agreement period.

**SUGGESTED ACTION:**

I MOVE to (approve or deny) Authorizing the City Manager to Sign a Contract with VOYA for Employee Life, AD&D, and LTD Insurance Services Effective January 1, 2017 and that the Contract, Subject to Annual Appropriations, Continue Until Further Notice.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #5 b

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**Meeting Date:** September 7, 2016

**Requested by:** Kip Turner, Executive Director

**Submitted By:** Ben Johnson, Operations Manager

**Department:** Grand Junction Regional Airport Authority

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### **Information**

#### **SUBJECT:**

Amending Federal Aviation Administration Airport Improvement Program Grant 3-08-0027-054-2016 for the Grand Junction Regional Airport Authority for the Terminal Air-Carrier Apron Reconstruction – Phase I

#### **RECOMMENDATION:**

Airport Authority Staff is recommending that the City of Grand Junction, City Council amend its previous approval of the Grant Offer for FAA AIP Project 3-08-0027-054-2016 in the amount of \$4,222,273 to the amount of \$4,226,773 and authorize its appropriate agents to execute the Grant Offer and associated Co-Sponsorship Agreement.

#### **EXECUTIVE SUMMARY:**

The Grand Junction Regional Airport Authority (Authority) brought a draft grant offer in the amount of \$4,222,273 for the approval of Council on August 17, 2016. The Airport received the final grant offer for \$4,226,773, a difference of \$4,500. The Authority is seeking approval for the modified amount of the grant.

#### **BACKGROUND OR DETAILED INFORMATION:**

Since the approval of the draft grant offer, the Authority received the final grant. The amount of the final grant is \$4,500 more than originally anticipated due to the addition of a reimbursable expense by the FAA.

The Authority Board of Commissioners will review and approve the modified amount of the grant offer at a Special Board Meeting on August 30, 2016. Authority Staff will attend the September 12, 2016 County Commission Meeting to seek their approval if necessary.

The Authority Board of Commissioners approved the application for this grant on November 17, 2015. The Grand Junction City Council approved the application for this grant on November 18, 2015 and the Mesa County Board of Commissioners approved the application for this grant on December 7, 2015.

**FISCAL IMPACT:**

Funding Breakdown

Federal Aviation Administration AIP Grant:	\$ 4,226,773.00
State of Colorado, Division of Aeronautics Grant:	\$ 125,000.00
Grand Junction Regional Airport Authority:	<u>\$ 339,641.50</u>
Total Project Cost	\$ 4,691,414.50

**SUGGESTED MOTION:** I MOVE to (approve or deny) the Amendment to the Previous Approval of the Grant Offer for AIP 54 in the New Amount and Authorize the Mayor and the City Attorney to Sign the Grant Agreement and the Co-Sponsorship Agreement.

**Attachments**

ATTACHMENT 1 – Grant Agreement – AIP 54

ATTACHMENT 2 – City of Grand Junction Co-Sponsorship Agreement



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	August 22, 2016
Airport/Planning Area	Grand Junction Regional Airport
AIP Grant Number	3-08-0027-054-2016 (Contract No. DOT-FA16NM-1061)
DUNS Number	156135394
<b>TO:</b>	County of Mesa, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated November 30, 2015, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

#### Rehabilitate East Terminal Air Carrier Apron (Construction)

which is more fully described in the Project Application.

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

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

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

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,226,773.  
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
  - \$0 for planning
  - \$4,226,773 for airport development or noise program implementation
  - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 9, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or the Internet (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to

be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for a land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
21. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.
22. **Exhibit “A” Property Map.** The Exhibit “A” Property Map date November 2009, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
  23. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.
  24. **Co-Sponsorship Agreement:** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the County of Mesa, Colorado and the City of Grand Junction, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
  25. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
  26. **Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
  27. **Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
    - 1) Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    - 2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    - 3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
      - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
        1. location of all runways, taxiways, and aprons;
        2. dimensions;
        3. type of pavement, and;



4. year of construction or most recent major rehabilitation.
  - b. Inspection Schedule.
    1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - 4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - a. inspection date;
    - b. location;
    - c. distress types; and
    - d. maintenance scheduled or performed.
  - 5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 28. Projects Which Contain Paving Work in Excess of \$500,000:** The Sponsor agrees to:
- 1) Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - c. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
    - d. Qualifications of engineering supervision and construction inspection personnel.
    - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - 2) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - 3) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- 4) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
29. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
30. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

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3-08-0027-054-2016

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION



(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

**PART II - ACCEPTANCE**

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY OF MESA, COLORADO**

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF GRAND JUNCTION, COLORADO**

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

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

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

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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



**FAA  
Airports**

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

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

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

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

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



NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

<b>NUMBER</b>	<b>TITLE</b>
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 12/31/2015

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	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
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



## ASSURANCES

### Airport Sponsors

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

### 3. Airport Planning Undertaken by a Sponsor.

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

### C. Sponsor Certification.

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

#### 1. General Federal Requirements.

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

#### Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- 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.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

#### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **Federal Regulations**

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

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

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**Specific Assurances**

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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.

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**Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

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

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

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

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

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

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

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



**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

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

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

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

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

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

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

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

### 23. Exclusive Rights.

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

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

### 24. Fee and Rental Structure.

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

### 25. Airport Revenues.

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

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

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

**26. Reports and Inspections.**

It will:

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

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

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

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



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

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

### 30. Civil Rights.

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

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

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

### **31. Disposal of Land.**

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

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

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

**32. Engineering and Design Services.**

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

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

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

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

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-054-2016 (“Project”).

D. The FAA is willing to provide \$4,226,773.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## AGREEMENT

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



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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Steve Wood, Chairman

CITY OF GRAND JUNCTION

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



## Grand Junction City Council

### Regular Session

Item #5 c

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**Meeting Date:** September 7, 2016

**Requested by:** Kip Turner, Executive Director

**Submitted By:** Ben Johnson, Operations Manager

**Department:** Grand Junction Regional Airport Authority

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### Information

#### **SUBJECT:**

Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant 3-08-0027-055-2016 for the Grand Junction Regional Airport Authority for Design of the Remote Transmitter/Receiver and the Replacement Runway 11/29

#### **RECOMMENDATION:**

Airport Authority Staff is recommending that the City of Grand Junction, City Council approve the Grant Offer for FAA AIP Project 3-08-0027-055-2016 in the amount of \$2,216,716 and authorize its appropriate agents to execute the Grant Offer and associated Co-Sponsorship Agreement.

#### **EXECUTIVE SUMMARY:**

The Grand Junction Regional Airport Authority (Authority) has received an Airport Improvement Program Grant from the Federal Aviation Administration for the design of the Remote Transmitter/Receiver (RT) and the replacement Runway 11/29. Mesa County and the City of Grand Junction are required as Co-Sponsors to the Grant Offer.

## **BACKGROUND OR DETAILED INFORMATION:**

### Background:

For the 2016 FAA AIP grant cycle, the Authority submitted two grant applications. The projects are:

AIP 54 – Terminal Air Carrier Apron Reconstruction – Phase I

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

The Authority has received the grant offer for AIP 55. (The original grant offer for AIP 54 was previously approved).

### Detailed Project Information:

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

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

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

The Authority Board of Commissioners will review and approve this grant offer at a Special Board Meeting on August 30, 2016. Authority Staff will attend the September 7, 2016 City Council Meeting to seek their approval.

The project is listed on the Authority’s approved Airport Layout Plan and Capital Improvement Plan.

The Authority Board of Commissioners approved the application for this grant on November 17, 2015. The Grand Junction City Council approved the application for this grant on November 18, 2015 and the Mesa County Board of Commissioners approved the application for this grant on December 7, 2015.

**FISCAL IMPACT:**

Funding Breakdown

Federal Aviation Administration AIP Grant:	\$ 2,216,716
State of Colorado, Division of Aeronautics Grant:	\$ 125,000
Grand Junction Regional Airport Authority:	\$To Be Determined
Total Project Cost	\$To Be Determined

**SUGGESTED MOTION:** I MOVE to (approve or deny) Authorization for the Mayor and the City Manager to Sign the Grant Agreement and the Co-Sponsorship Agreement, respectively, for FAA Grant AIP 55 - the Design of the Remote Transmitter/Receiver (RT) and the replacement Runway 11/29.

**Attachments**

ATTACHMENT 1 – Grant Agreement – AIP 55

ATTACHMENT 2 – City of Grand Junction Co-Sponsorship Agreement



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	September 2016
Airport/Planning Area	Grand Junction Regional Airport
AIP Grant Number	3-08-0027-055-2016 (Contract No. DOT-FA16NM-10XX)
DUNS Number	156135394
<b>TO:</b>	County of Mesa, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated November 20, 2015, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

**Construct New Runway 11/29 (shifting 637 feet to the northwest) (Design – Phase I: Geotechnical Investigation, Survey, Preliminary Design); and Relocate RTR (Final Design)**

which is more fully described in the Project Application.

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

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

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

#### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,216,716.  
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
\$0 for planning  
\$2,216,716 for airport development or noise program implementation  
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 19, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered

Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or the Internet (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
 

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for a land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
21. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;



2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.
22. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated November 2009, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
  23. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.
  24. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the County of Mesa, Colorado and the City of Grand Junction, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
  25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
  26. **Assurances.** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
  27. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
    - 1) Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    - 2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    - 3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
      - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
        1. location of all runways, taxiways, and aprons;
        2. dimensions;

3. type of pavement, and;
  4. year of construction or most recent major rehabilitation.
- b. Inspection Schedule.
1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. inspection date;
  - b. location;
  - c. distress types; and
  - d. maintenance scheduled or performed.
- 5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 28. Projects Which Contain Paving Work in Excess of \$500,000:** The Sponsor agrees to:
- 1) Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - c. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
    - d. Qualifications of engineering supervision and construction inspection personnel.
    - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - 2) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - 3) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the

proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- 4) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
29. **Grants Issued on Estimates:** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Construct New Runway 11/29 (shifting 637 feet to the northwest) (Design – Phase I: Geotechnical Investigation, Survey, Preliminary Design); and Relocate RTR (Final Design); and the parties agree that within 120 days from the date of acceptance of this Grant Offer, the Sponsor will negotiate fees for Construct New Runway 11/29 (shifting 637 feet to the northwest) (Design – Phase I: Geotechnical Investigation, Survey, Preliminary Design); and Relocate RTR (Final Design) contained within the grant description. If, after the Sponsor has received negotiated fees, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual fees negotiated, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
30. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
31. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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

**PART II - ACCEPTANCE**

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY OF MESA, COLORADO**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF GRAND JUNCTION, COLORADO**

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

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

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

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

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

**Title:**

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

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

By \_\_\_\_\_

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

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

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

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

D. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-055-2016 (“Project”).

F. The FAA is willing to provide \$2,216,716.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## AGREEMENT

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



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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Steve Wood, Chairman

CITY OF GRAND JUNCTION

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



## Grand Junction City Council

### Regular Session

Item #6 a i

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**Meeting Date:** September 7, 2016

**Requested by:** Grand Junction  
Housing Authority

**Submitted By:** Lori Bowers, Senior  
Planner

**Department:** Admin. – Community  
Development

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### Information

#### **SUBJECT:**

An Ordinance Amending Ordinance No. 4652 by Amending the Planned Development for the Grand Junction Housing Authority Senior Living Planned Development - Highlands Apartments, Located at 805 and 825 Bookcliff Avenue

#### **RECOMMENDATION:**

Planning Commission forwards a recommendation of approval.

#### **EXECUTIVE SUMMARY:**

The Grand Junction Housing Authority is requesting to amend Ordinance No. 4652 (see attached), an Ordinance rezoning the property to Planned Development, with a maximum allowable density of 32 dwelling units per acre, or 132 total dwelling units. The requested amendment would allow for four additional dwelling units, for a total of 136 units, without changing the approved building footprint at 825 Bookcliff Avenue.

#### **BACKGROUND OR DETAILED INFORMATION:**

The Grand Junction Housing Authority was granted approval of the Highlands Apartment project on January 7, 2015. Ordinance No. 4652 established the Planned Development (PD). However, the PD zone established an allowable density range of 24 to 32 dwelling units per acre, along with some ancillary uses at 805 and 825 Bookcliff Avenue. Phase I, consisting of 64 units, is under construction. The applicant is proposing to increase Phase II, for a total of 72 units, which can be accommodated in the Phase II building without expanding or changing the approved footprint or elevation.

However, with the additional units the overall density of the project would exceed the maximum density of 32 units per acre by 0.63 units per acre.

The Zoning and Development Code allows changes in the bulk standards up to 10 percent so long as the character of the site is maintained. The character of the site is maintained since the new additional units would be internal to the Phase II structure.

**FISCAL IMPACT:**

The estimated fees for the Phase II development, with the additional units for a total of 72 units, are as follows:

Sewer PIF	\$223,948.80
Water tap	\$ 4,150.00
Parks fee	\$ 16,200.00
TCP	\$ 7,076.00 (TCP for 64 of the units already paid with Phase I)

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Ordinance No. 4717 – An Ordinance Amending Ordinance No. 4652 by Amending the Planned Development for the Grand Junction Housing Authority Senior Living Planned Development – Highlands Apartments, Located at 805 and 825 Bookcliff Avenue

**Attachments**

ATTACHMENT 1 – Planning Staff Report, including Site Location Map

ATTACHMENT 2 – Ordinance No. 4652

ATTACHMENT 3 – Proposed Ordinance



Date: June 30, 2016  
 Author: Lori V. Bowers  
 Title/ Phone Ext: Sr. Planner / 256-4033  
 Proposed Schedule: PC-July 12, 2016  
CC- 1<sup>st</sup> reading August 3, 2016  
2nd Reading: August 17, 2016  
 File #: PLD-2016-326

**PLANNING COMMISSION AGENDA ITEM**

<b>Subject:</b> Amending the ODP and PD Ordinance for Highlands Apartments
<b>Action Requested/Recommendation:</b> Forward a recommendation of approval to City Council to Amend the Outline Development Plan and Ordinance No. 4652.
<b>Presenter(s) Name &amp; Title:</b> Lori V. Bowers, Senior Planner

**Executive Summary:**

The Grand Junction Housing Authority is requesting to amend Ordinance No. 4652 (see attached), an Ordinance rezoning approximately 3.76 acres from R-16 to PD (Planned Development) with a default zone of R-24 for the Highlands Apartments. The request is to add four additional dwelling units, which exceeds the maximum density range by .63 dwelling units.

**Background, Analysis and Options:**

The Grand Junction Housing Authority was granted approval of the Highlands Apartment project on January 7, 2015. The Ordinance allows for the construction of 128 senior multi-family dwelling units, in two phases, along with some ancillary uses at 805 and 825 Bookcliff Avenue. A zoning density range of 24 to 32 dwelling units per acre is provided in Ordinance No. 4652. The request is to amend the Outline Development Plan from 128 units to 136 units. The addition of four more residential units is internal to the structure and does not expand or change the approved foot-print, or the elevations of the building. It does however exceed the maximum density of 32 units per acre by 0.63. The Zoning and Development Code allows changes in the bulk standards up to 10 percent so long as the character of the site is maintained. The character of the site is maintained since the new additional units would be internal to the structure.

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

**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.

The proposed project will provide affordable senior apartment living in an area where needed services are readily available.

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

**Goal:** Continue to make strategic investments in public amenities that support Grand Junction becoming “the most livable community west of the Rockies by 2025.”

The proposed project is a quality development and will provide visual appeal through attractive public spaces throughout the Planned Development. It will also provide a needed housing type.

**Board or Committee Recommendation:**

The Planning Commission will make a recommendation to the City Council.

**Financial Impact/Budget:**

No financial impact can be identified at this time.

**Legal issues:**

The City Attorney has reviewed and approved the form of the proposed ordinance.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

This request has not been previously presented or discussed.

**Attachments:**

Staff Report

Site Location Map

Ordinance No. 4652

Proposed Ordinance

BACKGROUND INFORMATION					
Location:		805 and 825 Bookcliff Avenue			
Applicants:		Grand Junction Housing Authority, owner and developer. Rich Krohn, representative.			
Existing Land Use:		Vacant land			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	St Mary's Hospital property and Colorado West Senior Citizens housing			
	South	Tope Elementary School			
	East	Apartment building and single-family residences			
	West	Business offices			
Existing Zoning:		PD (Planned Development)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	PD (Planned Development) & R-16 (Residential – 16 du/ac)			
	South	R-8 (Residential – 8 units per acre)			
	East	R-16 (Residential – 16 units per acre)			
	West	B-1 (Neighborhood Business)			
Future Land Use Designation:		Business Park Mixed Use			
Zoning within density range?		X	Yes		No

### Background

The proposed project is located on the south side of Bookcliff Avenue between 7th Street and 9th Street across from the south terminus of Little Bookcliff Avenue. The Grand Junction Housing Authority purchased the subject property in August 2013. The parcel was annexed into the City in 1964 as the McCary Tract Annexation. Air photos, dating back as far as 1937 show the property as vacant.

The property consists of 3.785 acres. Per Section 21.03.040(i)(1)(i) for the purpose of calculating density on any parcel, one-half of the land area of all adjoining rights-of-way may be included in the gross lot area. The half street right-of-way at the north boundary of the subject property is 30 feet by 550 feet (16,500 square feet) or .379 acres, making the total acreage for density calculation 4.168 acres. The applicants were specific in their proposal to develop the property into 128 units of multi-family senior residential units in two phases. In addition, areas for indoor amenities such as an office for a resident manager, office areas for service providers such as home health care, a visiting office for the Veterans Administration, together with fitness, wellness, and socializing areas will be constructed.

While the Recitals of the Ordinance is specific to 128 units, a density range of 24 to 32 units per acre was provided in the Ordinance. The applicants are requesting to increase the maximum allowed density by one to provide an additional four units in Phase 2. The total number of units for the project will be 136, exceeding the maximum number of dwelling units by just over a half a unit (0.63). The zoning density range will have a maximum of 33 dwelling units per acre, which is well under the 10 percent deviation allowed by the Code.

The additional four units are internal to the structure and does not expand or change the approved foot-print of the building or the exterior elevations. This is accomplished by deleting some of the smaller amenities that were planned for Phase 2 of the project. Onsite parking will remain unchanged at 154 spaces. This corresponds to 1.13 spaces per unit. There are also 27 on street parking spaces available on Bookcliff Avenue. Based on the Housing Authorities extensive experience with similar developments it has constructed in the past, this will provide sufficient parking for this development.

#### Consistency with the Comprehensive Plan

The proposed ODP is consistent with the Comprehensive Plan 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.

The Future Land Use Map of the Comprehensive Plan shows this area to develop with the designation of Business Park Mixed Use. Applicable zones that support this designation include R-8, R-12, R-16, R-24, R-O, B-1, CSR, BP and I-O. R-24 is the default zone for the Planned Development.

#### Review criteria of Section 21.02.150(e) Amendments to Approved Plans of the Grand Junction Municipal Code

The use, density, bulk performance and default standards contained in an approved PD rezoning ordinance may be amended only as follows, unless specified otherwise in the rezoning ordinance:

- (i) No use may be established that is not permitted in the PD without amending the rezoning ordinance through the rezoning process. Uses may be transferred between development pods/areas to be developed through an amendment to the ODP provided the overall density for the entire PD is not exceeded;

This is not a request for a change in use, only to allow four more dwelling units, which exceeds the allowed density range by a little over six tenths of a percent. It is just a fraction over the allowed density range of Ordinance No. 4652. The default zone of R-24 has no maximum density.

- (ii) The maximum and minimum density for the entire PD shall not be exceeded without amending the rezoning ordinance through the rezoning process;

The request is to increase the maximum density currently allowed for in the PD Ordinance by one.

(iii) The bulk, performance and default standards may not be amended for the PD or a development pod/area to be developed without amending the PD rezoning ordinance through the rezoning process.

Density is a bulk standard. The density will exceed the current density allowed within the Ordinance by one. Because Ordinance No. 4652 specified 128 dwelling units the Ordinance must be amended to allow four additional units, and expand the maximum density range already provided within Ordinance No 4652.

## FINDINGS OF FACT/CONCLUSIONS

After reviewing the Grand Junction Housing Authority application, PLD-2016-326 for an amendment to the Planned Development, Outline Development Plan Ordinance, Staff makes the following findings of fact and conclusions:

1. The requested amendment to the Planned Development, Outline Development Plan Ordinance is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.150(e) of the Grand Junction Municipal Code have all been met.

## STAFF RECOMMENDATION:

Staff recommends that the Planning Commission approve the requested Amendment to the approved plan, Planned Development, Outline Development Plan, PLD-2016-326 with the findings and conclusions listed above.

## RECOMMENDED PLANNING COMMISSION MOTION:

Madam Chairman, on item PLD-2016-326, I move that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to Ordinance No. 4652, allowing four additional dwelling units for the Highlands Apartments.



# City of Grand Junction



Printed: 6/22/2016



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 4652**

**AN ORDINANCE REZONING APPROXIMATELY 3.763 ACRES FROM R-16 TO PD  
(PLANNED DEVELOPMENT) AND APPROVING  
THE OUTLINE DEVELOPMENT PLAN (ODP)**

**GRAND JUNCTION HOUSING AUTHORITY SENIOR LIVING  
PLANNED DEVELOPMENT – HIGHLANDS APARTMENTS  
(AKA THE EPSTEIN PROPERTY)  
LOCATED AT 805 BOOKCLIFF AVENUE**

**Recitals:**

A request for a Rezone and Outline Development Plan approval has been submitted in accordance with the Grand Junction Municipal Code. The applicant has requested that approximately 3.763 acres, located at 805 Bookcliff Avenue, be rezoned from R-16 (Residential - 16 units per acre) to PD (Planned Development) with a default zoning of R-24 (Residential – 24 units per acre). The applicant proposes to develop the property into 128 units of multi-family residential units for seniors in two phases, with each phase consisting of 64 residential units, resulting in an ultimate proposed density of 30.9 units per acre. In addition, an area for indoor amenities such as offices for resident service provider visits (such as home health care and Veterans Administration) together with common fitness, wellness, and socializing areas is anticipated to be constructed as part of the first phase.

This PD zoning ordinance will establish the default zoning, including uses and deviations from the bulk standards.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed Rezone and Outline Development Plan approval and determined that it satisfied the criteria as set forth and established in Section 21.02.140 of the Grand Junction Municipal Code and the proposed Rezone and Outline Development Plan is consistent with the purpose and intent of the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REZONED FROM R-16 TO PD WITH THE FOLLOWING DEFAULT ZONE AND DEVIATIONS FROM THE DEFAULT ZONING:**

**Property to be Rezoned:**

All that part of the N1/4 of the SW1/4NE1/4 of Section 11, Township 1 South, Range 1 West of the Ute Meridian, lying East of the center line of North Seventh Street; EXCEPT the West 450 feet of said tract; AND ALSO EXCEPTING THEREFROM all roads, easements and rights of way of record in Mesa County, Colorado.

Containing 3.763 acres, more or less. See Attached Exhibit A, Outline Development Plan.

A. Deviation of Uses

The following uses shall also be allowed:

Management office with residential unit for on-site manager, including support offices for resident service providers such as home health care and Veterans Administration, together with fitness, wellness, and socializing areas. Other indoor amenities may include a coffee shop and/or sandwich shop.

In lieu of a solid fence the required fence buffer on the west side of the property can be open style fencing (to see through) or a landscaping berm.

B. Deviations from Bulk Standards

A zoning density range of 24 to 32 dwelling units per acre.

Minimum front yard setback shall be 10 feet.

Minimum side yard setbacks shall be zero from any new lot line created by subdivision of the property.

**INTRODUCED** on first reading on the 17th day of December, 2014 and ordered published in pamphlet form.

**ADOPTED** on second reading this 7<sup>th</sup> day of January, 2015 and ordered published in pamphlet form.

ATTEST:

  
\_\_\_\_\_  
President of Council

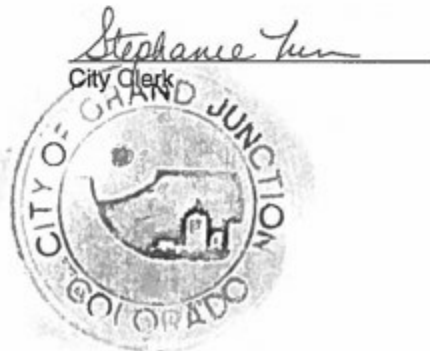
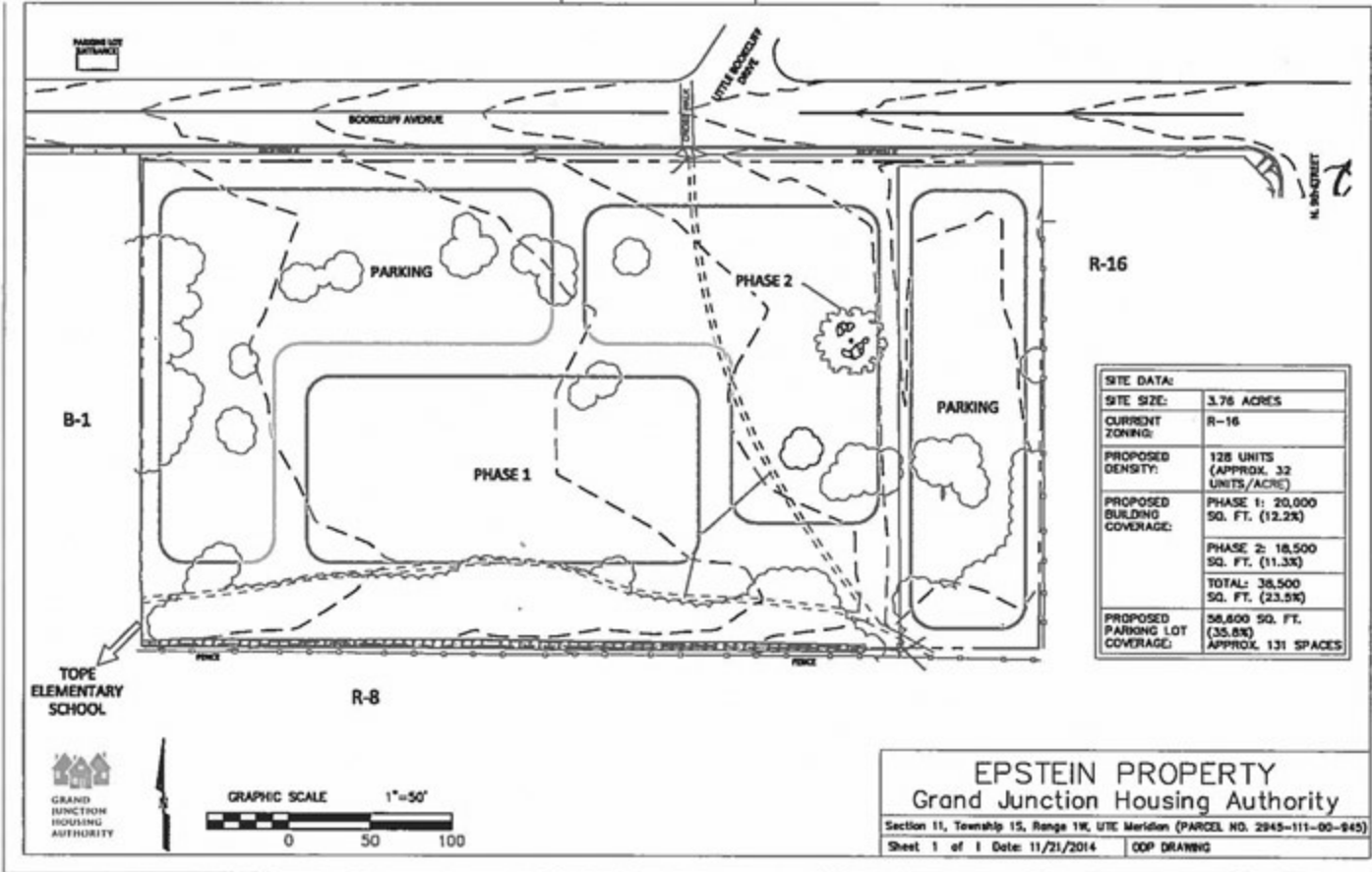


Exhibit A



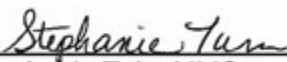
SITE DATA:	
SITE SIZE:	3.76 ACRES
CURRENT ZONING:	R-16
PROPOSED DENSITY:	128 UNITS (APPROX. 32 UNITS/ACRE)
PROPOSED BUILDING COVERAGE:	PHASE 1: 20,000 SQ. FT. (12.2%)
	PHASE 2: 18,500 SQ. FT. (11.3%)
	TOTAL: 38,500 SQ. FT. (23.5%)
PROPOSED PARKING LOT COVERAGE:	38,800 SQ. FT. (35.8%)
	APPROX. 131 SPACES

**EPSTEIN PROPERTY**  
**Grand Junction Housing Authority**  
 Section 11, Township 15, Range 1W, UTC Meridian (PARCEL NO. 2945-111-00-045)  
 Sheet 1 of 1 Date: 11/21/2014 ODP DRAWING

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4652 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 17<sup>th</sup> day of December, 2014 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 9<sup>th</sup> day of January, 2015, at which Ordinance No. 4652 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 9<sup>th</sup> day of January, 2015.

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

Published: December 19, 2014  
Published: January 9, 2015  
Effective: February 8, 2015



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 4652  
BY AMENDING THE PLANNED DEVELOPMENT FOR THE  
GRAND JUNCTION HOUSING AUTHORITY SENIOR LIVING  
PLANNED DEVELOPMENT – HIGHLANDS APARTMENTS  
LOCATED AT 805 AND 825 BOOKCLIFF AVENUE**

Recitals:

The Grand Junction Housing Authority was granted approval of the Highlands Apartment project on January 7, 2015. Ordinance No. 4652 established an allowable density range of 24 to 32 dwelling units per acre, along with some ancillary uses at 805 and 825 Bookcliff Avenue. Phase I, consisting of 64 units, is under construction. The applicant is proposing to add 4 units to the planned 68 unit Phase II, for a total of 72 units, which can be accommodated in the Phase II building without expanding or changing the approved foot-print or elevation. However, with the additional the overall density of the project would exceed the maximum density of 32 units per acre by 0.63.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amendment to the Outline Development Plan and determined that it satisfied the criteria as set forth and established in Section 21.02.150(e) of the Grand Junction Municipal Code. The proposed amendment to the Outline Development Plan is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, ORDINANCE NO. 4652 IS HEREBY AMENDED TO ALLOW 136 MULTI-FAMILY RESIDENTIAL UNITS.

**INTRODUCED** on first reading on the 3rd day of August, 2016 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
City Clerk

SD

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: \_\_\_\_\_  
Citizen's Name: Bruce Linnelley  
Address: 236 29<sup>th</sup> RD  
Phone Number: \_\_\_\_\_  
Subject: Whitman York Ed

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

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 9-7-16  
Citizen's Name: Benjamin Glen Western Metals Recycling  
Address: 645 4<sup>th</sup> Ave  
Phone Number: \_\_\_\_\_  
Subject: Scrap Metal Recycling

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