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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 15, 2018
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order, Pledge of Allegiance, Invocation

Eric Turner, Pastor of Liberty Baptist Church of Grand Junction

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 July Yard of the Month Winner

Appointments

To the Horizon Drive Association Business Improvement District

To the Parks and Recreation Advisory Board

Certificate of Appointments

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

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

City Manager Report

Council Reports**CONSENT AGENDA**

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Summary of the July 30, 2018 Workshop
- b. Minutes of the August 1, 2018 Regular Meeting

2. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Establishing Voting Procedures of the Planning Commission and to Simplify, Clarify and Better Organize the Text Describing the Authority of the Zoning and Development Decision-Making Bodies and Setting a Public Hearing for September 5, 2018

3. Contracts

- a. Contract for Las Colonias Business Park Project Phase 2

4. Resolutions

- a. Resolution Authorizing a Telecommunication Facility at Fire Station #4, Located at 2884 B 1/2 Road
- b. A Resolution Vacating a Sanitary Sewer Easement on School District 51's Dual Immersion Academy School Property, Located at 552 West Main Street
- c. A Resolution Amending the 2018 City Council Meeting Schedule
- d. Resolution Authorizing the City Manager to Accept Three Grant Offers and Sign the Co-sponsorship Agreements for the Airport

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

5. Public Hearings**a. Legislative**

- i. An Ordinance Amending Section 24.12.140, 24.12.160, 24.12.170, and 24.12.180 of the Greater Downtown Overlay (Title 24 of the Grand Junction Municipal Code) Regarding Design Guidelines and Standards in the Greater Downtown Transitional and Residential Area
- ii. An Ordinance Amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 (Title 21 of the Grand Junction Municipal Code) allowing and regulating Short Term Rentals and incorporating Bed and Breakfasts as Short Term Rentals

b. Quasi-judicial

- i. An Ordinance Rezoning the River Walk Subdivision from R-4 (Residential - 4 du/ac) to R-8 (Residential - 8 du/ac), Located at 3125 D Road

6. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

7. Other Business**8. Adjournment**



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 15, 2018

Presented By: Randy Coleman

Department: Parks and Recreation

Submitted By: Randy Coleman

Information

SUBJECT:

Presentation of July Yard of the Month Winner

RECOMMENDATION:

The Forestry Advisory Board will announce July winner of Yard of the month. Address: 743 Wedge Drive GJ, CO 81506

EXECUTIVE SUMMARY:

The Forestry Advisory Board is recognizing the July Yard of the Month winner.

BACKGROUND OR DETAILED INFORMATION:

The Forestry Advisory Board has been recognizing summer Yard of the Month winners for five years. Yards are nominated based on curb appeal and can be either commercial or residential. The judging panel, made up of Forestry Advisory Board members, looks for thoughtful designs that take into consideration both functionality and the climate of Grand Junction. The winner receives a certificate and gift card to a garden center.

FISCAL IMPACT:

None

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 15, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Horizon Drive Association Business Improvement District

RECOMMENDATION:

To appoint the new member to the Horizon Drive Association Business Improvement District.

EXECUTIVE SUMMARY:

There is currently a vacancy on the Horizon Drive Association Business Improvement District. Cameron Reece would be appointed for a partial term ending April of 2022.

BACKGROUND OR DETAILED INFORMATION:

Vacancy was created through a resignation.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) Cameron Reece to the Horizon Drive Association Business Improvement District for a partial term ending in April 2022.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 15, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Parks and Recreation Advisory Board

RECOMMENDATION:

To reappoint the two incumbents to the Parks and Recreation Advisory Board.

EXECUTIVE SUMMARY:

There are currently two vacancies on the Parks and Recreation Advisory Board. Gary Schroen and Marc Litzen are incumbents who are eligible for reappointment and have reapplied. If reappointed, their terms would expire June of 2021.

BACKGROUND OR DETAILED INFORMATION:

There are two members whose terms expired in June 2018. Both incumbents are eligible for reappointment and reapplied.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (reappoint/not reappoint) Gary Schroen and Marc Litzen to the Grand Junction Parks and Recreation Advisory Board for terms expiring in June 2021.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 15, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

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

RECOMMENDATION:

Present the new members with their certificates.

EXECUTIVE SUMMARY:

There are two members accepting their Certificates of Appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District. Maria Rainsdon and Josh Niernberg are new members with terms expiring in June of 2022.

BACKGROUND OR DETAILED INFORMATION:

New members were appointed at the August 1, 2018 meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
July 30, 2018 – Noticed Agenda Attached

Meeting Convened: 5:36 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:21 p.m.

City Councilmembers present: Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Duke Wortmann, and Mayor Barbara Traylor Smith.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Deputy City Attorney Jamie Beard, Assistant to the City Manager Greg LeBlanc, Finance Director Jodi Romero, Human Resources Director Claudia Hazelhurst, and City Clerk Wanda Winkelmann.

Mayor Traylor Smith called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Municipal Court Ordinance

Mr. Shaver introduced the item. As a home rule municipality and in accordance with the City Charter and the Colorado Constitution, the City of Grand Junction may adopt an ordinance(s) setting forth the roles, responsibilities and duties of staff associated with the operation and administration of the Municipal Court. In the interest of good governance and fully utilizing the authority of local control, an ordinance has been drafted that describes the functions of the Municipal Court and defines the relationship between the other branches of the City government and the Court.

Additionally, the ordinance defines the structure and operation of the Court, a process for the appointment and evaluation of the Municipal Judges and the reporting relationships of Court staff. With those relationships clearly and well defined the City can set the future and long-term operation of the Court as determined by the City Council, the Charter, and the Constitution

Discussion ensued regarding jurisdiction, court of record, filling vacancies, makeup of nominating committee, term length, performance, duties, structure, temporary closures, court-appointed counsel, diversion agreements, deferred sentencing, costs, fees, and fines.

Support was expressed for the ordinance to be brought back for Council's formal consideration.

Discussion ensued about rescinding Resolution 43-16 at the August 1 Council meeting which would rescind the delegation of authority for supervision of the Court staff.

Agenda Topic 2. Next Workshop Topics

August 13 - Matchett Park Master Plan, Community Center, Overall Needs (Transportation and Public Safety).

September 3 Workshop is canceled due to the Labor Day holiday.

3. Other Business

Council expressed appreciation for the Lincoln Park Historic District signs.

Adjournment

The Workshop adjourned at 7:21 p.m.

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
AUGUST 1, 2018**

The City Council of the City of Grand Junction convened into regular session on the 1st day of August 2018 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Duke Wortmann, and Council President Barbara Traylor Smith. Councilmembers Phyllis Norris and Rick Taggart were absent. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

Council President Traylor Smith called the meeting to order. Councilmember Wortmann led the Pledge of Allegiance which was followed by a moment of silence.

Proclamations

Proclaiming August 12 - 18, 2018 as National Health Center Week in the City of Grand Junction

Councilmember Kennedy read the proclamation. Martha Graf and Kristy Schmidt were present to accept the proclamation.

Proclaiming August 7, 2018 as National Night Out in the City of Grand Junction

Councilmember Wortmann read the proclamation. Police Chief Doug Shoemaker was present to accept the proclamation.

Appointments

To Mesa County Building Code Board of Appeals

Councilmember McArthur moved to ratify Mesa County Board of Commissioners recommendation to reappoint Steven Peterson to the Mesa County Building Code Board of Appeals. Councilmember Kennedy seconded the motion. Motion passed by unanimous voice vote.

To the Downtown Development Authority/Downtown Business Improvement District

Councilmember Kennedy moved to appoint Maria Rainsdon and Josh Niernberg to the Downtown Development Authority/Downtown Business Improvement District. Councilmember Boeschstein seconded the motion. Motion passed by unanimous voice vote.

Presentations

Recognition of a New Neighborhood Association

Kristen Ashbeck, Senior Planner, gave a brief overview of the property and association. Dick Fulton was present to represent the new Wellington Neighborhood Association.

2017 Auditor's Report

Ty Holman with Haynie & Company presented the audit scope and methodology, required communications (no audit adjustments, and no findings or issues), financial highlights, and general observations of what to look for in the future.

The question was asked about performance in the 4 years the firm has audited the City of Grand Junction. Mr. Holman responded that after the third year the firm is able to really get a good picture of policies and practices.

Council President Traylor Smith recognized a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association given to the City for the 33rd consecutive year. City Manager Caton stated the audit process is to remain transparent and highlighted the areas in which the City excelled.

Citizens Comments

Bruce Lohmiller spoke of National Park passes for veterans and Mesa County Valley School District #51 Board Meeting highlights.

City Manager Report

City Manager Caton had nothing to report.

Council Reports

Councilmember McArthur attended Association Governments of Northwest Colorado Economic Summit, Grand Junction Regional Center's ribbon cutting, St. Mary's Senior Volunteer Recognition Luncheon, and Attorney General Cynthia Kaughman's presentation.

Councilmember Wortmann attended the groundbreaking of Source One Center.

Councilmember Boeschstein attended the Business Incubator and Riverside Industrial Park meetings.

Councilmember Kennedy attended the Outdoor Recreation Show in Denver.

Council President Traylor Smith attended Attorney General Cynthia Kaughman's presentation, and Colorado Mesa University's scholarship award presentations.

Consent Agenda

1. Approval of Minutes

- a. Minutes of the July 16, 2018 Executive Session
- b. Summary of the July 16, 2018 Workshop
- c. Minutes of the July 18, 2018 Executive Session
- d. Minutes of the July 18, 2018 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 (Title 21 of the Grand Junction Municipal Code) Allowing and Regulating Short Term Rentals and Incorporating Bed and Breakfasts as Short Term Rentals and Set a Public Hearing for August 15, 2018
 - ii. Introduction of an Ordinance Amending Section 24.12.140, 24.12.160, 24.12.170, and 24.12.180 of the Greater Downtown Overlay (Title 24 of the Grand Junction Municipal Code) Regarding Design Guidelines and Standards in the Greater Downtown Transitional and Residential Area and Set a Public Hearing for August 15, 2018
 - iii. Introduction of an Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Establishing Voting Procedures of the Planning Commission and to Simplify, Clarify and Better Organize the Text Describing the

Authority of the Zoning and Development Decision-Making Bodies
and Set a Public Hearing for August 15, 2018

b. Quasi-judicial

i. Introduction of an Ordinance Rezoning the River Walk
Subdivision from R4 (Residential 4 du/ac) to R8 (Residential 8
du/ac), Located at 3125 D Road, and Set a Hearing for August 15,
2018

3. Contracts

a. Contract for Persigo Wastewater Treatment Plant Diffuser Outfall
Improvements Project

4. Resolutions

a. Resolution Adopting General Fund Minimum Reserve Fund Balance
Policy

Councilmember Boeschstein moved to adopt Items #1 - #4 on the Consent Agenda.
Councilmember Kennedy seconded the motion. Motion passed by unanimous voice
vote.

**Public Hearing - An Ordinance Vacating a Walkway Tract Within the Darla Jean
Subdivision**

Kristen Ashbeck, Senior Planner, said the Darla Jean Subdivision was platted in Mesa
County in 1975 and annexed to the City in 1994. The subdivision plat includes a 20-foot
wide tract of land indicated as a walkway that runs from Jean Lane to Darla Drive
between Lots 9 and 10 and Lots 15 and 16 of Block 5 of the subdivision. There is no
dedication language on the subdivision plat for the walkway. There is no recorded deed
granting the tract to any person or entity, public or private. A reasonable presumption,
given Colorado case law on missing dedication language, is the intent was for the
pedestrian right-of-way to be granted to the public for public use. The four neighbors
abutting the tract have requested that the public interest in the walkway be vacated.
Staff provided a recommendation to vacate the public's interest in the tract since the
walkway is not connected to a larger pedestrian network and not providing a
discernable public benefit to the greater community.

The Darla Jean neighborhood has a water users' association (the Association) with an
irrigation line serving the neighborhood running under the walkway. The applicant

provided additional information that illustrates the location of the irrigation lines within the subdivision and the locations of access valves throughout the subdivision, most of which are located on private property. Should vacation of the walkway be approved, Staff recommends retaining and granting, without any warranties of title, an irrigation easement for/to the Association, in order to protect the Association's interest in and ability to maintain the line in this area and the Association's implied irrigation easement.

George Freeman spoke representing the applicants and outlined the reasons for the vacation request. Bryan Curtis, Raquel Molencamp, and Donald Molencamp also spoke in support of the vacation.

Conversation ensued about irrigation easements and plot lines of the surrounding properties, petition signatures against the walkway vacation, the absence of street lights, and the availability of crime statistics in the walkway.

The public hearing was opened at 7:10 p.m.

Dave Warrant, President of the Water Users Association, Pam Baker, Richard Curfman, Dianne Sorey, Andrea Christensen, and Charles Howard spoke in opposition of the vacation.

The public hearing was closed at 7:31 p.m.

The applicants were given the opportunity to rebut comments made during the public hearing.

Conversation ensued about placement of irrigation lines, accessibility, the ability to deed the property in question to the water user's association, current and future liability (and on whom that would rest), granting an easement, maintenance, and perfecting a title to the City.

Councilmember Wortmann moved to deny Ordinance No. 4809, an Ordinance vacating a walkway tract within the Darla Jean Subdivision without further conditions set forth in the staff report. Councilmember Boeschstein seconded the motion. Motion passed by unanimous roll call vote.

Councilmember Kennedy moved to direct the City Manager to address the issuance of easements for utilities. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

Council took a break at 8:04 p.m.

The meeting was called back to order at 8:11 p.m.

Public Hearing - An Ordinance Making Supplemental Appropriations for the 2018 Budget of the City of Grand Junction, Colorado

Jodi Romero, Finance Director, presented the request 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 2018 budget amendments. Supplemental appropriations are required to ensure adequate appropriations by fund and often are needed to carry forward capital projects that regularly span more than one year. This action re-appropriates the funds for projects approved and started in the prior budget year but not completed in that year. These capital projects have been planned and the expenditures approved by Council in the 2017 budget, and the budgeted fund balances are not decreased. Ms. Romero outlined the Supplemental Appropriations in the Ordinance.

The public hearing was opened at 8:18 p.m.

There were no public comments.

The public hearing was closed at 8:18 p.m.

Conversation ensued about moving construction costs for the Las Colonias Business Park from 2019 to 2018 and the salary appropriation of the City Manager. Councilmember Kennedy lauded City Manager Caton for the work he has done while at the City.

Councilmember Wortmann moved to adopt Ordinance No. 4811, an Ordinance making Supplemental Appropriations to the 2018 budget of the City of Grand Junction, Colorado for the year beginning January 1, 2018 and ending December 31, 2018 on final passage and ordered final publication in pamphlet form. Councilmember Boeschenstein seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - An Ordinance Rezoning the Fossil Trace Holdings, LLC Property from R-R (Residential – Rural) to R-1 (Residential - 1 du/ac), Located at 465 Meadows Way

Senior Planner Scott Peterson said the Applicant, Fossil Trace Holdings LLC, is requesting a rezone of Lot 3, Rump Subdivision (8.41 acres), located at 465 Meadows Way from the R-R (Residential - Rural) to the R-1 (Residential - 1 du/ac) zone district for the purpose of future subdivision development. The subject property (Lot 3, Rump

Subdivision) is located at 465 Meadows Way in the Redlands across the road from Riggs Hill. The property is currently vacant with portions identified as wetlands and a section within the floodplain. The applicant is interested in developing a residential single-family detached subdivision to meet the R-1 zone district densities and may utilize the cluster provisions of the Zoning and Development Code to preserve the environmentally sensitive areas of the property as open space.

The applicant Kevin Bray explained how they arrived at the R-1 zoning request.

Questions were asked about disposition of the flood plain area, access to the homes from South Camp vs. Meadows Way, and the possible need for engineered foundations for the developments.

The public hearing was opened at 8:52 p.m.

There were no comments.

The public hearing was closed at 8:52 p.m.

Councilmember McArthur moved to adopt Ordinance No. 4810, an Ordinance rezoning the Fossil Trace Holdings, LLC property from R-R (Residential - Rural) to the R-1 (Residential - 1 du/ac), located at 465 Meadows Way on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by unanimous roll call vote.

Other Action Item - Consider a Request by Mesa County to Accept the Dedication of 2.61 Acres of Land Adjacent to Both Redlands Parkway and to Property Already Owned by the City of Grand Junction

Senior Planner Scott Peterson said Mesa County is requesting the City accept 2.61 acres of land adjacent to the Colorado River with a small portion of the land encompassing the Riverfront Trail. The property has no benefit to the County and dedicating it to the City would be in the best interest of all parties. The parcel of land is located adjacent to property already owned by the City and would provide continuity of ownership within this area. Public Works Director, Trent Prall, and the Parks and Recreation Advisory Board recommended approval of the dedication.

There was conversation about logical progression of the property.

Councilmember Boeschstein moved to approve the request to accept the dedication of 2.61 acres of land adjacent to Redlands Parkway encompassing portions of land area adjacent to the Colorado River and property owned by the City of Grand Junction as

well as containing a portion of the Riverfront Trail System. Councilmember Wortmann seconded the motion. Motion by carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:58 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 15, 2018

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Establishing Voting Procedures of the Planning Commission and to Simplify, Clarify and Better Organize the Text Describing the Authority of the Zoning and Development Decision-Making Bodies and Setting a Public Hearing for September 5, 2018

RECOMMENDATION:

The Planning Commission reviewed this request at their July 24, 2018 meeting and recommended approval (7-0).

EXECUTIVE SUMMARY:

Initiated by the Community Development Director, this request is to amend sections of the Zoning and Development Code to establish the voting procedures of the Planning Commission and simplify, clarify and better organize the text describing the authority of the zoning and development code decision-making bodies.

This ordinance, originally scheduled for public hearing on August 15, 2018 is being continued to September 5, 2018 because the legal publication did not run as expected.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Planning Commission has been advised by the City Attorney to require a majority of the membership (four of seven members) to pass a motion rather than deferring to the quorum requirement and passing a vote by a majority of those present. This

method of voting may impact the result of a vote taken when five or fewer members of the Commission are present at a meeting. For example, with five members present, at least a 4:1 vote would be required for a motion to pass (3:2 would not pass). Similarly, with four members present, a unanimous vote would be required to pass a motion.

It is important to note that with a recommendation of denial from the Planning Commission on rezoning and Comprehensive Plan amendments, Section 21.02.210 requires a super-majority of the City Council to approve or enact. Though relatively rare, this situation bears consideration when establishing requirements for making and passing motions.

This method of voting has not been codified nor made a part of the Commission's bylaws, making it unclear to the Commission, applicants, staff and the public how a motion gets passed when fewer than seven members of the Planning Commission are present at a meeting.

The Planning Commission discussed this topic at its June 7th and June 21st workshops and looked to the voting practices of the City Council for guidance. The City Attorney provided the City Council's voting practice was to require a majority of membership vote (at least four votes for passage of a motion) for all actions of the Council. The Planning Commission consensus was that it is preferable to be consistent with the City Council as to how motions are passed.

Other proposed changes include:

- Moving the sections on the general authority of decision-makers, boards and commissions to administer the Code from Chapter 2 to Chapter 1;
- Moving text establishing the decision-making authority of the Historic Preservation Board from Chapter 7 (Special Regulations) to Chapter 1 with the general authority of other boards and decision-making bodies;
- Clarifying and making more complete what applications are heard and decided by the various boards;
- Re-formatting the subsections on boards and commissions for greater simplicity, consistency, clarity;
- Deleting unnecessary text;
- Renaming "Director of Public Works and Planning" to simply "Director."

The proposed revisions are attached for review in ordinance form with changes shown in underlined and struck through text.

ANALYSIS

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no criteria for review because a code amendment is a legislative act within the discretion of the City Council.

Reasons for the proposed amendments are provided in the Background section of this report.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the proposed amendments to Chapters 1, 2 and 7 of the Zoning and Development Code (Title 21), the following findings of fact have been made:

1. The amendments are useful in that they define voting procedures that have been heretofore unclear and provide better organization and clarity of the authority, responsibilities and processes of the various governmental bodies responsible for acting on development and zoning applications.

Therefore, the Planning Commission recommended approval of the request to amendment portions of Chapter 1, 2 and 7 of the Zoning and Development Code.

FISCAL IMPACT:

There is no fiscal impact related to this code text amendment.

SUGGESTED MOTION:

I move to continue the public hearing on the ordinance amending the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) establishing voting procedures of the Planning Commission and simplify, clarify and better organize the text describing the authority of the zoning and development code decision-making bodies to September 5, 2018.

Attachments

1. Redlined changes to text
2. Draft Ordinance

ATTACHMENT TO STAFF REPORT

In this illustration of changes in code text that was moved from one chapter to another, new text is in red, deleted text is struckthrough, and *changes to section numbers are not shown*.

I. Section 21.02.010 **City Council**, moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and modified as follows.

21.02.010 City Council.

In addition to the powers and duties in City Charter Article VI, the City Council shall:

- (a) Appoint members to the:
 - (1) Planning Commission;
 - (2) Zoning Board of Appeals; and
 - (3) Historic Preservation Board.

- (b) As it deems appropriate, decide, adopt and/or amend **a**:
 - (1) ~~The~~ Comprehensive Plan;
 - (2) ~~Special area plans, corridor, plans and neighborhood, plans;~~
 - (3) ~~The~~ **circulation**, street **or** ~~plans and components of it;~~
 - (4) ~~A~~**annexation** plans;
 - (5) ~~Vacations of rights-of-way and lesser interests in land such as~~ **an** easements;
 - (6) Designation of **a** local historic sites, structures and/**or** districts; and **revocation of such designation**
 - (7) Fees to pay for, at least in part, the ~~negative impacts of~~ development.

- (c) Hear and decide all requests for:
 - (1) Annexation and changes to the City's limits;
 - (2) ~~Making changes to zones~~ **zoning** and/**or** **change to zone or a** the zoning maps, including rezonings and **a** planned developments **zone**;
 - (3) ~~Approval of a~~ special permit;

- (4) Approval and/or amendment to planned development outline development plans; **or change thereto**
 - (5) Approval and/or amendment to planned development preliminary plans for those developments for which the City does not recognize **a planned development without** a valid outline development plan;
 - (6) Revocable permit for use or occupancy of a City right-of-way or public place **(except that the City Council may delegate such authority to the Director for minor or temporary uses or occupancies such as landscaping or irrigation facilities);**
 - (7) Approval of a vested right as provided in this code for a site-specific development plan;
 - (8) Appeals of Planning Commission **and Director** decisions and recommendations (See GJMC 21.02.060); **as provided in this code**
 - (9) Street name changes;
 - (10) Fee in lieu of land dedication waiver; and
 - (11) Sewer variances.
- (new list item) Appeal of decisions of Historic Preservation Board.**

II. Section 21.02.020 **Planning Commission** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS and modified as follows:

21.02.020 Planning Commission.

(a) **Membership and Meetings. Composition.** The Planning Commission for the City shall consist of seven regular members and two alternate members. ~~The a~~Alternate members shall otherwise have the qualification of regular members of the Commission. At the time of appointment, the City Council shall designate one alternate member as the first alternate and the other as second alternate. Each alternate member shall attend all **Planning Commission** meetings and shall serve **and vote as may be required** during the temporary unavailability, including recusal, of any regular Commission member as may be required. Alternate members, in addition to other duties prescribed by this code, shall be allowed to vote in the absence of regular members according to their priority: the first alternate shall fill the first vacancy and both alternates shall vote in the absence of two regular members. When a regular member resigns, is removed or is no longer eligible to hold a seat on the Commission, the first alternate shall fill the vacancy and the second alternate shall be designated as the first alternate. The City Council shall then name a replacement second alternate. The Planning Commission alternates, the Chairman and two other persons to serve at large, shall serve as the Zoning Board of Appeals and shall discharge the duties of the Board as described and provided for in this code. ~~The Director of the Grand Junction Public Works~~

and Planning Department and/or appointed representative shall serve as staff to the Commission. The City Council shall, at the time of appointment, designate a first alternate and a second alternate; each shall fill in during the temporary absence of a regular member according to the priority.

(b) **Identity of Members qualifications.** The Regular and alternate members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office nor be a contractor with the City. The Commission members shall be selected from the fields of engineering, planning, architecture, construction trades, and/or law and from citizens at large.

(c) **Term.** Members of the Commission shall serve terms of four years. Members are limited to two consecutive terms.

(d) **Vacancies.** When there is a vacancy among the regular members of the Commission, the first alternate shall be appointed to fill it, the second alternate shall become the first alternate, and a new second alternate shall be appointed. All vacancies shall be filled by appointment of by the City Council. If a Commission member ceases to reside in the City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.

(e) **Removal.** Members of the Commission may be removed after public hearing by the City Council. Removal may be for on grounds of inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.

(f) **Meetings/Voting.** Planning Commission meetings shall be regularly scheduled not less fewer than once a month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law.

(new section) Voting. The presence of four voting members is necessary to shall constitute a quorum. All recommendations to the City Council and all final decisions of the Planning Commission shall require an affirmative vote of no fewer than four members (a majority of the seven members of the Commission, which may be comprised of regular, or regular plus alternate, members).

(g) **Compensation.** All mMembers of the Commission shall be compensated, as at a rate established by the City Council deems appropriate by resolution.

(h) **Powers and Duties.** Except as otherwise provided by the code, ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by § 31-23-201 C.R.S., et seq. The Commission and other City officials mentioned in § 31-23-201 C.R.S., et seq. and shall have all the powers provided for therein. and The Commission's actions shall be governed by the procedures set forth by in this code and/or law, ordinance, rule, regulation or policy of the City Council. The Planning Commission's powers and duties include, but are not limited to:

(1) Recommend **Provide a recommendation** to the City Council **on** all requests for adoption **of** or amendments to **any of the following**:

- (i) ~~The C~~omprehensive Pplan;
- (ii) Special-area plans, corridor, plans and neighborhood, **circulation or traffic** plans;
- (iii) ~~The Grand Valley Circulation Plan~~;
- (iv) The text of this **code provision**
and the Zoning Map, including zoning for newly annexed territory;
- (v) ~~R~~review fees and
impact fees;

(2) Hear and recommend **make a recommendation** to the City Council **upon** all **any** requests for a:

- (i) ~~V~~acating **vacation of** public right-of-way and **or** easements pursuant to § 43-2-301 C.R.S., et seq.;
- (ii) ~~Z~~oning **or change to a zones or zoning map**, including planned developments; **zoning**
- (iii) ~~S~~pecial permits;
- (iv) ~~P~~lanned development outline development plan **or major** approvals and major amendments; **thereto**
- (v) A vested right as a part of any **as provided in this code for a** site-specific development plan; and
- (vi) ~~S~~ewer variances.

(3) Decide all requests for:

- (i) ~~an A~~ppeals from **an administrative decisions as provided in this Code** (See GJMC 21.02.060);
- (ii) ~~V~~acating any plat **vacation**;
- (iii) ~~C~~onditional use permits;
- (iv) ~~V~~ariances **as provided by this code** to the landscape, buffering, and screening requirements;

(v) ~~Variances to the 24 Road Corridor Design Standards and Guidelines (GJMC Title 25);~~
and

(vi) ~~Other~~ tasks as assigned by the City Council.

III. Section 21.02.030 **Zoning Board of Appeals** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS and modified as follows:

21.02.030 Zoning Board of Appeals (ZBOA).

(a) **Composition.** The Zoning Board of Appeals ~~for the City~~ shall consist of three members, ~~each of whom shall be a City resident and~~ **who** shall represent the interests of the City as a whole. **Members shall be appointed by the City Council.** ~~The City Council shall consider citizens with experience in the fields of engineering, law, surveying, development, planning, architecture and construction, as well as citizens at large.~~

(b) **Identity of Members-qualifications.** ~~The membership of the Board shall be comprised of the Chairman of the Planning Commission and the two designated Planning Commission alternates. Each member shall be a resident of the City, and shall be drawn from fields of engineering, law, surveying, development, planning, architecture, construction, and~~ **from** citizens at large.

(c) **Term.** ~~Members of the Board shall serve terms of four years coincident to their terms on the Planning Commission. Members are limited to two consecutive terms.~~

(d) **Vacancies.** All vacancies shall be filled by appointment of **by** the City Council. ~~If A a member's seat on the Board shall be vacant when the member ceases to reside in the City, that seat shall be deemed vacant.~~

(e) **Removal.** The City Council may, **after a public hearing**, remove any member of the Board after public hearing for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for the removal prior to said ~~the~~ public hearing.

(f) **Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board. ~~Two members constitute a quorum.~~

(g) **Voting.** ~~The presence of two members shall constitute~~ **A majority of a quorum of the Board shall be sufficient to conduct the business of the Board.** A lesser number than a quorum may act to adjourn or continue a meeting.

(h) **Compensation.** Members shall be compensated as **at a rate established by** the City Council deems appropriate by resolution.

(i) **Powers and Duties.** Except as otherwise provided by this code, ordinance, rule, policy or regulation of the City Council, the Zoning Board of Appeals shall be governed by § 31-23-307 C.R.S. The Board shall have the power and duty to decide:

- (1) Appeals (~~See GJMC 21.02.060~~); **appeals as provided in this code**
- (2) ~~Requests to vary~~ **from** the bulk, performance, accessory use, use-specific, **or sign** standards or sign regulations of this code;
- (3) Requests for relief from the nonconforming provisions established in Title 21, Chapter **8 of this code** 21.08 GJMC; and
- (4) ~~Variances to any provision of this~~ **other variances as provided in this code including those** not otherwise assigned to another **a** review body.

IV. Section 21.02.040 **Building Board of Appeals** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and modified as follows:

21.02.040 Building Code Board of Appeals.

For appeals relating to building codes, see ~~Section 112 of the International Building Code (IBC)~~ **in effect at the time of the appeal.**

V. Section 21.02.050 **Director of Public Works and Planning** was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS, and subsection (b) thereof was moved to the §21.07.010 **Flood damage prevention**, and the moved text was modified as follows:

21.02.050 Director of Public Works and Planning. **For purposes of this code, the Director shall be designated by and shall serve at the direction of the City Manager. The Director shall serve as staff to the Planning Commission, the Zoning Board of Appeals and the Historic Preservation Board, and shall have such other duties and responsibilities as specifically prescribed in this code.**

(a) **Powers and Duties.** ~~The Director of the Public Works and Planning Department (“Director”) serves at the direction of the City Manager. The Director shall decide requests~~ **render a decision on every request** for a:

- (1) Planning clearance;

- (2) Home occupation permit;
- (3) Temporary use permit;
- (4) Change of use permit;
- (5) Major site plan review;
- (6) ~~Minor site plan review~~ (major or minor);
- (7) ~~F~~fence permit;
- (8) ~~S~~sign permit and sign package;
- (9) ~~B~~oundary adjustments;
- (10) ~~F~~floodplain development permit;
- (11) ~~S~~imple subdivision plat;
- (12) ~~Major subdivision final plat~~;
- (13) Major subdivision construction plan;
- (14) Major subdivision preliminary plan approval;
- (15) Minor exception subdivisions;
- (16) Planned development final plan; and minor amendment thereto
- (17) ~~Planned development final plan minor amendment~~;
- (18) Minor deviations to ~~from~~ any zoning district bulk standard as authorized by this code;
- (19) Development improvement agreement;
- (20) Administrative adjustment; as authorized by this code
- (21) ~~Sign packages~~;
- (22) ~~R~~evocable permits for landscaping and irrigation; in the public right-of-way and other such minor or temporary use of the public right-of-way as specifically delegated by the City Council
- (23) TEDS (GJMC Title ~~29~~) exceptions; and as authorized in Title 29, GJMC
- (24) ~~Comprehensive Plan administrative changes~~; change to the Comprehensive Plan

(b) **Director's Responsibilities Data, information and interpretation.**

(1) ~~Record Keeping—Flood Damage Prevention.~~ The Director of Public Works and Planning shall obtain and maintain the following information:

(i) ~~The actual elevation, (relative to mean sea level,) of the lowest floor, (including basement,) of each structure;~~

(ii) ~~For each new or substantially improved floodproofed structure, the actual elevation, (relative to mean sea level,) to which the structure has been floodproofed and the floodproofing certifications; required in GJMC 21.07.010; and~~

(iii) ~~Records pursuant to GJMC 21.07.010.~~

(2) ~~Alteration of Watercourses.~~ The Director of Public Works and Planning shall require proof that the **an applicant has:, prior to altering or relocating any watercourse or part thereof,**

(i) ~~Notified notified adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse. The Director of Public Works and Planning shall submit evidence of such notification to the Federal Emergency Management Agency; and~~

(ii) ~~Demonstrated demonstrated that there is adequate maintenance is provided for within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished. The Director shall also submit evidence of such notification to the Federal Emergency Management Agency.~~

(3) ~~FIRM Boundaries.~~ The Director of Public Works and Planning shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.

V. Section 21.02.060 Summary of authority was moved from Chapter 2 ADMINISTRATION AND PROCEDURES to Chapter 1 GENERAL PROVISIONS. In addition, the text was modified to add the decision-making authority of the Historic Preservation Board.

VI. Parts of Section 21.07.040(b) governing the functions of the Historic Preservation Board were moved to Chapter 1 GENERAL PROVISIONS and modified as follows:

The Historic Board shall have principal responsibility for matters of historic preservation.

(1) **Composition.** The Historic Board shall consist of not less than five members and not more than seven members **appointed by the City Council. The City Council shall determine the**

number of members when it makes an appointment. ~~Historic Board members~~ **Members** shall be appointed to provide a balanced, community-wide representation.

- (2) **Member qualifications.** ~~When there are more than five members of the Historic Board, at least four members shall be professionals in or have expertise with in a preservation-related discipline including, but not limited to, such as history, architecture, planning or archaeology;~~ ~~When~~ **when** there are five members of the Historic Board, there shall be at least three **shall have** such professionals **qualifications**. One member shall be a member of the Downtown Development Authority (DDA) Board or an employee of the DDA. ~~The Director shall serve as staff to the Historic Board. The Council shall determine, by resolution, the number of members of the Historic Board at such time as the Council makes appointments to the Historic Board.~~
- (3) **Term.** ~~Members of the Historic Board shall be appointed by the City Council to serve four-year staggered terms from the date of appointment. City Council shall stagger the terms from the date of appointment. A~~ **Members member** may continue to serve until their **his or her** successors have **has** been appointed.
- (4) **Vacancies.** ~~Appointments to fill vacancies on the Historic Board shall be made~~ **Vacancies shall be filled by appointment** by the City Council. ~~All members of the Historic Board shall serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties.~~
- (5) **Removal.** ~~Members of the Historic Board may be removed by the City Council without cause being stated.~~

~~(3) Voting. Three members if a five-member board; four members if a six- or seven-member board constitutes a quorum. A quorum is necessary for the Historic Board to conduct business including holding a public hearing. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed a denial of any motion or action.~~

~~(4) Chairperson/Vice-Chairperson. The Historic Board shall, by majority vote, elect one of its members to serve as chairperson to preside over meetings and one member to serve as vice-chairperson. The vice-chairperson shall act in the absence of the chairperson. The chairperson and vice-chairperson shall serve in these capacities for terms of one year.~~

(5) **Meetings.** ~~The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings. The Board shall conduct its business in accordance with the Open Meetings and Public Records Acts and other laws applicable to public bodies.~~

Voting. ~~A quorum shall require three members if the Historic Board consists of five members; four if it consists of more than five members. A quorum shall be required for the Board to conduct any business, and an affirmative vote of the majority of those present shall be required to pass any motion.~~

Compensation. Members serve without compensation, except that the City Council may authorize, in advance, payment of such amounts it determines appropriate to offset expenses incurred in the performance of board duties.

(6) Powers and Duties. The Historic Board shall, after public notice and solicitation of public comment, ~~at a properly noticed public meeting:~~

- (i) Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;
- (ii) Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;
- (iii) Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;
- (iv) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the State Register and the National Register of Historic Places;
- (v) Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;
- (vi) Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;
- (vii) Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;
- (viii) Actively pursue financial assistance for preservation-related programs; and
- (ix) Review and conduct hearings to decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District;
- (x) Review and decide applications for changes to other historic sites and structures as specifically prescribed by this code for a duly designated historic site, district or area.**

~~(7) Public Records. The Board shall conduct its business in accordance with the open meetings and Public Records Acts and other laws applicable to local public bodies.~~

~~(8) Bylaws. The Historic Board shall propose bylaws to the City Council as it deems necessary.~~

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING THE DECISION-MAKING AUTHORITY OF BOARDS, COMMISSIONS AND THE DIRECTOR

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed Zoning and Development Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Zoning and Development Code amendments are necessary to maintain effective regulations to implement the Comprehensive Plan.

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

The Zoning and Development Code is amended as follows (additions underlined, deletions struck through):

A new section 21.01.130 is added to Title 21, Chapter 1, as follows:

21.01.130 Decision-making authority.

(a) City Council. In addition to the powers and duties in City Charter Article VI, the City Council shall:

(1) Appoint members to the Planning Commission, the Zoning Board of Appeals, and the Historic Preservation Board.

(2) As it deems appropriate, decide, adopt and/or amend a:

(i) comprehensive plan

(ii) area, corridor, neighborhood, circulation, street or annexation plan

(iii) vacation of right-of-way and of lesser interest in land such as an easement

(iv) designation of a local historic site, structure and/or district, and revocation of such designation

(v) fee to pay for, at least in part, the impacts of development

(3) Hear and decide requests for:

- (i) annexation and change to the City's limits
- (ii) zoning and/or change to zone or a zoning map, including a planned development zone
- (iii) special permit
- (iv) planned development outline development plan or change thereto
- (v) preliminary plan for a planned development without a valid outline development plan
- (vi) revocable permit for use or occupancy of a City right-of-way or public place (except that the City Council may delegate such authority to the Director for minor or temporary uses or occupancies such as landscaping or irrigation facilities)
- (vii) vested right as provided in this code for a site-specific development plan
- (viii) appeal of Planning Commission and Director decisions as provided in this Code
- (ix) street name change
- (x) fee in lieu of land dedication waiver
- (xi) sewer variance
- (xii) appeal of decisions of Historic Preservation Board

(b) Planning Commission.

(1) **Composition.** The Planning Commission shall consist of seven regular members and two alternate members. Alternate members shall attend Planning Commission meetings, and shall serve and vote as may be required during the temporary unavailability of any regular member. The City Council shall, at the time of appointment, designate a first alternate and a second alternate; each shall fill in during the temporary absence of a regular member according to the priority.

(2) **Member qualifications.** Regular and alternate members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office, or be a contractor with the city. The members shall be selected from the fields of engineering, planning, architecture, construction trades, and/or law, and from citizens at large.

(3) **Term.** Members shall serve terms of four years. Members are limited to two consecutive terms.

(4) **Vacancies.** When there is a vacancy among the regular members of the Commission, the first alternate shall be appointed to fill it, the second alternate shall become the first alternate, and a new second alternate shall be appointed. All vacancies shall be filled by appointment by the City Council. If a member ceases to reside in the

City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.

(5) **Removal.** Members may be removed after public hearing by the City Council on grounds of inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.

(6) **Meetings.** Planning Commission meetings shall be regularly scheduled not fewer than one time per month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the City Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law.

(7) **Voting.** The presence of four voting members shall constitute a quorum. All recommendations to the City Council and all final decisions of the Planning Commission shall require an affirmative vote of no fewer than four members (a majority of the seven members of the Commission, which may be comprised of regular, or regular plus alternate, members).

(8) **Compensation.** Members shall be compensated at a rate established by the City Council by resolution.

(9) **Powers and duties.** Except as otherwise provided by this code, or by ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by §31-23-201 C.R.S. *et seq.* and shall have the powers provided therein. The Commission's actions shall be governed by the procedures set forth in this Code, and/or law, ordinance, rule, regulation or policy of the City Council. The powers and duties of the Planning Commission include, but are not limited to:

(i) Provide a recommendation to the City Council on adoption of or amendment to any of the following:

- (A) comprehensive plan
- (B) area, corridor, neighborhood, circulation or traffic plan
- (C) code provision
- (D) zoning
- (E) review fee
- (F) impact fee

(ii) Hear and make a recommendation to the City Council upon any request for a:

- (A) vacation of public right-of-way or easement
- (B) zoning or change to a zone or zoning map, including planned development zoning
- (C) special permit

- (D) planned development outline development plan or major amendment thereto
- (E) vested right as provided in this code for a site-specific development plan
- (F) sewer variance.

(iii) Decide:

- (A) an appeal from an administrative decision as provided in this code
- (B) plat vacation
- (C) conditional use permit
- (D) variance as provided by this code
- (E) Other tasks as assigned by the City Council.

(c) Zoning Board of Appeals.

(1) **Composition.** The Zoning Board of Appeals shall consist of three members who shall represent the interests of the City as a whole. Members shall be appointed by the City Council.

(2) **Member qualifications.** Each member shall be a resident of the City, and shall be drawn from the fields of engineering, law, surveying, development, planning, architecture, construction, and from citizens at large.

(3) **Term.** Members shall serve terms of four years and shall be limited to two consecutive terms.

(4) **Vacancies.** All vacancies shall be filled by appointment by the City Council. If a member ceases to reside in the City, that seat shall be deemed vacant.

(5) **Removal.** The City Council may, after a public hearing, remove any member of the Board for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of the reasons for the removal prior to the public hearing.

(6) **Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board.

(7) **Voting.** The presence of two members shall constitute a quorum of the Board. A majority of a quorum of the Board shall be sufficient to conduct the business of the Board. A lesser number than a quorum may act to adjourn or continue a meeting.

(8) **Compensation.** Members shall be compensated at a rate established by the City Council by resolution.

(9) **Powers and duties.** Except as otherwise provided by this code, ordinance, rule, policy, or regulation of the City Council, the Zoning Board of Appeals shall be governed by §31-23-307 C.R.S. The Board shall have the power and duty to decide:

- (i) appeals as provided in this code
- (ii) requests to vary from the bulk, performance, accessory use, use-specific or sign standards or regulations of this code
- (iii) requests for relief from the nonconforming provisions established in Title 21, Chapter 8 of this code;
- (iv) other variances as provided in this code, including those not assigned to a review body.

(d) Building Code Board of Appeals. For appeals relating to building codes, see the International Building Code (IBC) in effect at the time of the appeal.

(e) Director. For purposes of administration of this code, the Director shall be designated by and shall serve at the direction of the City Manager. The Director shall serve as staff to the Planning Commission, the Zoning Board of Appeals and the Historic Preservation Board, and shall have such other duties and responsibilities as specifically prescribed in this code.

(1) **Powers and duties.** The Director shall render the decision on every request for a:

- (i) planning clearance
- (ii) home occupation permit
- (iii) temporary use permit
- (iv) change of use permit
- (v) site plan review (major or minor)
- (vi) fence permit
- (vii) sign permit and sign package
- (viii) boundary adjustment
- (ix) floodplain development permit
- (x) subdivision plat
- (xi) major subdivision construction plan
- (xii) major subdivision preliminary plan

(xiii) minor exception subdivision

(xiv) planned development final plan and minor amendment thereto

(xv) minor deviation from any zoning district bulk standard

(xvi) development improvement agreement

(xvii) administrative adjustment as authorized by this code

(xviii) revocable permit for landscaping and irrigation in the public right-of-way and other such use of the right-of-way as delegated by the City Council

(xix) TEDS exception as authorized in Title 29 GJMC

(xx) administrative change to the Comprehensive Plan

(f) Historic Preservation Board.

(1) **Composition.** The Historic Board shall consist of not fewer than five nor more than seven members appointed by the City Council. The City Council shall determine the number of members when it makes an appointment. Members shall be appointed to provide a balanced, community-wide representation.

(2) **Member qualifications.** When there are more than five members, at least four shall be professionals or have expertise in a preservation-related discipline such as history, architecture, planning or archaeology; when there are five members, at least three shall have such qualifications. One member shall be a member of the Downtown Development Authority (DDA) board or an employee of the DDA.

(3) **Term.** Members shall serve four-year terms. City Council shall stagger the terms from the date of appointment. A member may continue to serve until his or her successor has been appointed.

(4) **Vacancies.** Vacancies shall be filled by appointment by the City Council.

(5) **Removal.** Members may be removed by the City Council without cause.

(6) **Meetings.** The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings. The Board shall conduct its business in accordance with the Open Meetings and Public Records Acts and other laws applicable to public bodies.

(7) **Voting.** A quorum shall require three members if the Historic Board consists of five members; four if it consists of more than five members. A quorum shall be required for the Board to conduct any business, and an affirmative vote of the majority of those present shall be required to pass any motion.

(8) Compensation. Members serve without compensation, except that the City Council may authorize, in advance, payment of such amounts it determines appropriate to offset expenses incurred in the performance of board duties.

(9) Powers and duties. The Historic Board shall, after public notice and solicitation of public comment:

- (i) Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;
- (ii) Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;
- (iii) Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;
- (iv) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the State Register and the National Register of Historic Places;
- (v) Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;
- (vi) Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;
- (vii) Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;
- (viii) Actively pursue financial assistance for preservation-related programs;
- (ix) Review and decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District;
- (x) Review and decide applications for changes to other historic sites and structures as specifically prescribed by this code for a duly designated historic site, district or area.

(g) **Summary of authority.** The following table summarizes the review and approval authority provided in this code. If there is a discrepancy between this table and the text where the authority is specifically prescribed, the text shall control.

Sec.	Procedure	Planning HPB City				
		Director	Commission		Council	ZBOA
R = Review D = Decision A = Appeal						
21.02.070	Administrative development permit, all administrative permits not listed herein	D	A			
21.02.070	Subdivision	D			A	
21.02.090	Vacation of plat without public right-of-way or easement	R	D		A	
21.02.090	Vacation of plat with public right-of-way or easement	R	R		D	
21.02.100	Vacation of public right-of-way or easement	R	R		D	
21.02.110	Conditional use permit	R	D		A	
21.02.120	Special permit	R	R		D	
21.02.120 130(d)	Administrative changes to Comprehensive Plan	D			A	
21.02.130(e)	Comprehensive Plan amendment, Plan Amendments	R	R		D	
21.02.140	Code amendment and rezoning	R	R		D	
21.02.150	Planned development	R	R		D	
21.02.160	Annexation	R			D	
21.02.170	Vested property rights	R	R		D	
21.02.180	Revocable permit, Landscaping and irrigation	D			A	
21.02.180	Revocable permit, <u>other</u>	R			D	
21.02.190	Institutional and civic facility master plans	R	R		D	
21.02.200	Variance	R				D
21.04.030(p)(1)	Fraternity or sorority	D				A
21.04.030(p)(2)	Group living facility (*except where a conditional use permit is required, see "Conditional use permit")	D*				A*
21.04.030(p)(2)(vii)(C)(II)	Group living facility – sex offenders		D			
21.070.040(d)	Designation of Historic Structures, Sites and Districts and Revocation of Designation	R		R	D	
21.07.040(g)(2)	Certificate of Appropriateness, N. Seventh Street Historic District	R		D		

The remaining sections of Title 21, Chapter 1 shall remain in full force and effect and unchanged.

Sections of Title 21, Chapter 2 shall be deleted, as follows (deletions struckthrough):

**Chapter 21.02
ADMINISTRATION AND PROCEDURES**

Sections:

- ~~21.02.010~~ City Council. [Reserved]
- ~~21.02.020~~ Planning Commission. [Reserved]
- ~~21.02.030~~ Zoning Board of Appeals (ZBOA). [Reserved]
- ~~21.02.040~~ Building Code Board of Appeals. [Reserved]
- ~~21.02.050~~ Director of Public Works and Planning. [Reserved]
- ~~21.02.060~~ Summary of authority. [Reserved]
- 21.02.070 Administrative development permits.
- 21.02.080 Permits requiring a public hearing.
- 21.02.090 Vacation of plat.
- 21.02.100 Vacation of public right-of-way or easement.
- 21.02.110 Conditional use permit (CUP).
- 21.02.120 Special permit.
- 21.02.130 Comprehensive Plan amendment (CPA).
- 21.02.140 Code amendment and rezoning.
- 21.02.150 Planned development (PD).
- 21.02.160 Annexation.
- 21.02.170 Vested property rights.
- 21.02.180 Revocable permit.
- 21.02.190 Institutional and civic facility master plans.
- 21.02.200 Variance.
- 21.02.210 Rehearing and appeal.

~~21.02.010~~ City Council.

In addition to the powers and duties in City Charter Article VI, the City Council shall:

(a) ~~Appoint members to the:~~

- ~~(1) Planning Commission;~~
- ~~(2) Zoning Board of Appeals; and~~
- ~~(3) Historic Preservation Board.~~

(b) ~~As it deems appropriate, decide, adopt and/or amend:~~

- ~~(1) The Comprehensive Plan;~~
- ~~(2) Special area plans, corridor plans and neighborhood plans;~~
- ~~(3) The street plans and components of it;~~
- ~~(4) Annexation plans;~~
- ~~(5) Vacations of rights-of-way and lesser interests in land such as easements;~~
- ~~(6) Designation of local historic sites, structures and districts; and~~
- ~~(7) Fees to pay for, at least in part, the negative impacts of development.~~

~~(c) Hear and decide all requests for:~~

- ~~(1) Annexation and changes to the City's limits;~~
- ~~(2) Making changes to zones and the zoning maps, including rezonings and planned developments;~~
- ~~(3) Approval of a special permit;~~
- ~~(4) Approval and/or amendment to planned development outline development plans;~~
- ~~(5) Approval and/or amendment to planned development preliminary plans for those developments for which the City does not recognize a valid outline development plan;~~
- ~~(6) Revocable permit for use or occupancy of a City right-of-way or public place;~~
- ~~(7) Approval of a vested right as provided in this code for a site-specific development plan;~~
- ~~(8) Appeals of Planning Commission decisions and recommendations (See GJMC [21.02.060](#));~~
- ~~(9) Street name changes;~~
- ~~(10) Fee in lieu of land dedication waiver; and~~
- ~~(11) Sewer variances.~~

21.02.020 Planning Commission.

~~(a) **Membership and Meetings.** The Planning Commission for the City shall consist of seven regular members and two alternate members. The alternate members shall otherwise have the~~

qualification of regular members of the Commission. At the time of appointment, the City Council shall designate one alternate member as the first alternate and the other as second alternate. Each alternate member shall attend all meetings and shall serve during the temporary unavailability, including recusal, of any regular Commission member as may be required. Alternate members, in addition to other duties prescribed by this code, shall be allowed to vote in the absence of regular members according to their priority: the first alternate shall fill the first vacancy and both alternates shall vote in the absence of two regular members. When a regular member resigns, is removed or is no longer eligible to hold a seat on the Commission, the first alternate shall fill the vacancy and the second alternate shall be designated as the first alternate. The City Council shall then name a replacement second alternate. The Planning Commission alternates, the Chairman and two other persons to serve at large, shall serve as the Zoning Board of Appeals and shall discharge the duties of the Board as described and provided for in this code. The Director of the Grand Junction Public Works and Planning Department and/or appointed representative shall serve as staff to the Commission.

(b) **Identity of Members.** The members shall be residents of the City of Grand Junction and shall represent the interests of the City as a whole. No member shall be employed by the City, hold any other City office nor be a contractor with the City. The Commission members shall be selected from the fields of engineering, planning, architecture, construction trades, and law and citizens at large.

(c) **Term.** Members of the Commission shall serve terms of four years. Members are limited to two consecutive terms.

(d) **Vacancies.** All vacancies shall be filled by appointment of the City Council. If a Commission member ceases to reside in the City, his/her membership on the Commission shall immediately terminate and an appointment made to fill the unexpired term.

(e) **Removal.** Members of the Commission may be removed after public hearing by the City Council. Removal may be for inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for removal prior to any public hearing seeking removal of a member.

(f) **Meetings/Voting.** Planning Commission meetings shall be regularly scheduled not less than once a month, provided there are pending items or matters to be brought before the Commission, at a time and place designated annually by resolution of the Council. Special meetings may be held as provided by rules of procedure adopted by the Commission and/or this code or law. The presence of four voting members is necessary to constitute a quorum.

(g) **Compensation.** All members of the Commission shall be compensated, as the City Council deems appropriate by resolution.

~~(h) — **Powers and Duties.** Except as otherwise provided by the code, ordinance, rule, policy or regulation of the City Council, the Commission shall be governed by § 31-23-201 C.R.S., et seq. The Commission and other City officials mentioned in § 31-23-201 C.R.S., et seq. shall have all the powers provided for therein and shall be governed by the procedures set forth by this code and/or law, ordinance, rule, regulation or policy of the City Council. The Planning Commission's powers and duties include, but are not limited to:~~

~~(1) — Recommend to the City Council all requests for adoption or amendments to:~~

~~(i) — The Comprehensive Plan;~~

~~(ii) — Special area plans, corridor plans and neighborhood plans;~~

~~(iii) — The Grand Valley Circulation Plan;~~

~~(iv) — The text of this code and the Zoning Map, including zoning for newly annexed territory;~~

~~(v) — Review fees and impact fees;~~

~~(2) — Hear and recommend to the City Council all requests for:~~

~~(i) — Vacating public right-of-way and easements pursuant to § 43-2-301 C.R.S., et seq.;~~

~~(ii) — Zoning changes, including rezonings and zoning of planned developments;~~

~~(iii) — Special permits;~~

~~(iv) — Planned development outline development plan approvals and major amendments;~~

~~(v) — A vested right as a part of any site-specific development plan; and~~

~~(vi) — Sewer variances.~~

~~(3) — Decide all requests for:~~

~~(i) — Appeals (See GJMC 21.02.060);~~

~~(ii) — Vacating any plat;~~

~~(iii) — Conditional use permits;~~

~~(iv) — Variances to the landscape, buffering, and screening requirements;~~

(v) ~~Variances to the 24 Road Corridor Design Standards and Guidelines (GJMC Title [25](#)); and~~

(vi) ~~Other tasks as assigned by the City Council.~~

~~21.02.030 Zoning Board of Appeals (ZBOA).~~

(a) ~~**Composition.** The Zoning Board of Appeals for the City shall consist of three members, each of whom shall be a City resident and shall represent the interests of the City as a whole. The City Council shall consider citizens with experience in the fields of engineering, law, surveying, development, planning, architecture and construction, as well as citizens at large.~~

(b) ~~**Identity of Members.** The membership of the Board shall be comprised of the Chairman of the Planning Commission and the two designated Planning Commission alternates.~~

(c) ~~**Term.** Members of the Board shall serve terms of four years coincident to their terms on the Planning Commission. Members are limited to two consecutive terms.~~

(d) ~~**Vacancies.** All vacancies shall be filled by appointment of the City Council. A member's seat on the Board shall be vacant when the member ceases to reside in the City.~~

(e) ~~**Removal.** The City Council may remove any member of the Board after public hearing for good cause including inefficiency, neglect of duty, malfeasance or misfeasance in office. The City Council shall make public a written statement of reasons for the removal prior to said public hearing.~~

(f) ~~**Meetings.** The Board shall meet at least once a month, provided there is business to be brought before the Board. Special meetings may be held as provided by rules of procedure adopted by the Board. Two members constitute a quorum.~~

(g) ~~**Voting.** A majority of a quorum of the Board shall be sufficient to conduct the business of the Board. A lesser number than a quorum may act to adjourn or continue a meeting.~~

(h) ~~**Compensation.** Members shall be compensated as the City Council deems appropriate by resolution.~~

(i) ~~**Powers and Duties.** Except as otherwise provided by this code, ordinance, rule, policy or regulation of the City Council, the Zoning Board of Appeals shall be governed by § [31-23-307](#) C.R.S. The Board shall have the power and duty to decide:~~

~~(1) Appeals (See GJMC [21.02.060](#));~~

~~(2) Requests to vary the bulk, performance, accessory use, use-specific standards or sign regulations of this code;~~

(3) ~~Requests for relief from the nonconforming provisions established in Chapter [21.08](#) GJMC; and~~

(4) ~~Variances to any provision of this code not otherwise assigned to another review body.~~

~~21.02.040 Building Code Board of Appeals.~~

~~For appeals relating to building codes, see Section 112 of the International Building Code (IBC).~~

~~21.02.050 Director of Public Works and Planning.~~

(a) ~~**Powers and Duties.** The Director of the Public Works and Planning Department (“Director”) serves at the direction of the City Manager. The Director shall decide requests for a:~~

~~(1) Planning clearance;~~

~~(2) Home occupation permit;~~

~~(3) Temporary use permit;~~

~~(4) Change of use permit;~~

~~(5) Major site plan review;~~

~~(6) Minor site plan review;~~

~~(7) Fence permit;~~

~~(8) Sign permit;~~

~~(9) Boundary adjustments;~~

~~(10) Floodplain development permit;~~

~~(11) Simple subdivision;~~

~~(12) Major subdivision final plat;~~

~~(13) Major subdivision construction plan;~~

~~(14) Major subdivision preliminary plan approval;~~

~~(15) Minor exception subdivisions;~~

~~(16) Planned development final plan;~~

~~(17) Planned development final plan minor amendment;~~

~~(18) Minor deviations to any zoning district bulk standard;~~

~~(19) Development improvement agreement;~~

~~(20) Administrative adjustment;~~

~~(21) Sign packages;~~

~~(22) Revocable permits for landscaping and irrigation;~~

~~(23) TEDS (GJMC Title [29](#)) exceptions; and~~

~~(24) Comprehensive Plan administrative changes.~~

~~(b) Director's Responsibilities.~~

~~(1) Record Keeping – Flood Damage Prevention. The Director of Public Works and Planning shall obtain and maintain the following information:~~

~~(i) The actual elevation (relative to mean sea level) of the lowest floor (including basement) of each structure;~~

~~(ii) For each new or substantially improved floodproofed structure, the actual elevation (relative to mean sea level) to which the structure has been floodproofed and the floodproofing certifications required in GJMC [21.07.010](#); and~~

~~(iii) Records pursuant to GJMC [21.07.010](#).~~

~~(2) Alteration of Watercourses. The Director of Public Works and Planning shall require proof that the applicant has:~~

~~(i) Notified adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse. The Director of Public Works and Planning shall submit evidence of such notification to the Federal Emergency Management Agency; and~~

~~(ii) Demonstrated that maintenance is provided for within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~

~~(3) FIRM Boundaries. The Director of Public Works and Planning shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.~~

21.02.060 Summary of authority.

The following table summarizes the required review and approval authority provided under this zoning and development code.

Sec.	Procedure	Planning City			
		Director	Commission	Council	ZBOA
R = Review D = Decision A = Appeal					
21.02.070	Administrative development permit, all administrative permits not listed herein	D	A	-	-
21.02.070	Subdivision	D	-	A	-
21.02.090	Vacation of plat without public right-of-way or easement	R	D	A	-
21.02.090	Vacation of plat with public right-of-way or easement	R	R	D	-
21.02.100	Vacation of public right-of-way or easement	R	R	D	-
21.02.110	Conditional use permit	R	D	A	-
21.02.120	Special permit	R	R	D	-
21.02.120	Administrative changes to Comprehensive Plan	D	-	A	-
21.02.130	Comprehensive Plan amendment	R	R	D	-
21.02.140	Code amendment and rezoning	R	R	D	-
21.02.150	Planned development	R	R	D	-
21.02.160	Annexation	R	-	D	-
21.02.170	Vested property rights	R	R	D	-
21.02.180	Revocable permit – Landscaping and irrigation	D	-	A	-
21.02.180	Revocable permit	R	-	D	-
21.02.190	Institutional and civic facility master plans	R	R	D	-
21.02.200	Variance	R	-	-	D
21.04.030(p)(1)	Fraternity or sorority	D	-	-	A
21.04.030(p)(2)	Group living facility (*except where a conditional use permit is required, see “Conditional	D*	-	-	A*

Sec.	Procedure	Planning City			
		Director	Commission	Council	ZBOA
R = Review D = Decision A = Appeal					
	use permit ²)				
<u>21.04.030(p)(2)(vii)(C)(II)</u>	Group living facility—sex offenders	-	D	-	-

The remaining parts of Title 21, Chapter 2 shall remain in full force and effect and unchanged hereby.

A new subsection of Section 21.07.010 shall be added, as follows:

(e) **Data, information and interpretation.** The Director shall obtain and maintain the following information:

- (i) The actual elevation, relative to mean sea level, of the lowest floor, including basement, of each structure;
- (ii) For each new or substantially improved floodproofed structure, the actual elevation, relative to mean sea level, to which the structure has been floodproofed and the required floodproofing certifications;
- (iii) Proof that an applicant has, prior to altering or relocating any watercourse or part thereof, notified adjacent communities and the Colorado Water Conservation Board of such alteration and demonstrated that there is adequate maintenance within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished. The Director shall also submit evidence of such notification to the Federal Emergency Management Agency.

The Director shall interpret the Flood Insurance Rate Maps (FIRM) to decide location of the boundaries of the areas of special flood hazard.

The remaining parts of Section 21.07.010 shall remain in full force and effect.

Section 21.07.040(b) regarding the Historic Preservation Board is amended as follows (deletions struck through, additions underlined):

(b) **Board Established.** The City Council hereby creates a Historic Preservation Board, which may be hereinafter referred to as the Historic Board or Preservation Board. The Historic Board shall have principal responsibility for matters of historic preservation, and shall have such membership, authority, duties, and responsibilities as further provided in Title 21, Chapter 1 of this code.

- (1) ~~Composition.~~ The Historic Board shall consist of not less than five members and not more than seven members. Historic Board members shall be appointed to provide a balanced, community-wide representation. When there are more than five members of the Historic Board, at least four members shall be professionals in or have expertise with a

~~preservation-related discipline including, but not limited to, history, architecture, planning or archaeology. When there are five members of the Historic Board, there shall be at least three such professionals. One member shall be a member of the Downtown Development Authority (DDA) Board or an employee of the DDA. The Director shall serve as staff to the Historic Board. The Council shall determine, by resolution, the number of members of the Historic Board at such time as the Council makes appointments to the Historic Board.~~

~~(2) Term. Members of the Historic Board shall be appointed by the City Council to serve four-year staggered terms from the date of appointment. Members may continue to serve until their successors have been appointed. Appointments to fill vacancies on the Historic Board shall be made by the City Council. All members of the Historic Board shall serve without compensation except for such amounts determined appropriate, in advance, by the City Council to offset expenses incurred in the performance of their duties. Members of the Historic Board may be removed by the City Council without cause being stated.~~

~~(3) Voting. Three members if a five-member board; four members if a six- or seven-member board constitutes a quorum. A quorum is necessary for the Historic Board to conduct business including holding a public hearing. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed a denial of any motion or action.~~

~~(4) Chairperson/Vice-Chairperson. The Historic Board shall, by majority vote, elect one of its members to serve as chairperson to preside over meetings and one member to serve as vice-chairperson. The vice-chairperson shall act in the absence of the chairperson. The chairperson and vice-chairperson shall serve in these capacities for terms of one year.~~

~~(5) Meetings. The Historic Board shall establish a regular meeting schedule. Minutes shall be kept of all proceedings.~~

~~(6) Powers and Duties. The Historic Board shall, after solicitation of public comment, at a properly noticed public meeting:~~

~~(i) Recommend eligibility criteria for the designation of historic resources and for review of proposals to alter designated resources;~~

~~(ii) Review and determine qualifications of properties nominated for designation as either an historic structure, site or district and recommend to City Council approval or denial of a designation;~~

~~(iii) Upon property owner's request, review and make recommendations to the owner on proposed alterations to a designated historic structure, site or district;~~

~~(iv) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, including nomination to the City Register, the State Register and the National Register of Historic Places;~~

~~(v) Develop and assist in public education programs including, but not limited to, walking tours, brochures, a marker program for historic properties, lectures, exhibits and conferences;~~

~~(vi) Conduct surveys of historic sites, properties and areas for the purpose of defining those of historic significance and prioritizing the importance of identified historic areas. The Historic Board may create a list of structures of historical or archeological merit which have not been designated;~~

~~(vii) Advise the City Council on matters related to preserving the historic character and substance of the City and recommend easements, covenants, licenses and other methods which would implement the completion of the purposes of this section;~~

~~(viii) Actively pursue financial assistance for preservation-related programs; and~~

~~(ix) Review and conduct hearings to decide applications for a Certificate of Appropriateness for alteration to a site and/or structure in the North Seventh Street Historic Residential District.~~

~~(7) Public Records. The Board shall conduct its business in accordance with the open meetings and Public Records Acts and other laws applicable to local public bodies.~~

~~(8) Bylaws. The Historic Board shall propose bylaws to the City Council as it deems necessary.~~

The remaining parts of Section 21.07.040 shall remain in full force and effect.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 15, 2018

Presented By: Trent Prall, Public Works Director, Jay Valentine, Deputy Finance Director

Department: Public Works - Engineering

Submitted By: Jerod Timothy, Project Manager

Information

SUBJECT:

Contract for Las Colonias Business Park Project Phase 2

RECOMMENDATION:

Staff recommends the City Purchasing Division to Execute a Construction Contract with MA Concrete Construction of Grand Junction Colorado for the Construction of the Las Colonias Business Park Phase 2 Project in the Amount of \$5,920,716.46.

EXECUTIVE SUMMARY:

This project is the second phase of construction for the Riverfront at Las Colonias Park development that is being completed in partnership with the Downtown Development Authority.

BACKGROUND OR DETAILED INFORMATION:

The Las Colonias Planned Development zoning set the vision and provides guidance and establishes appropriate land uses for the 147 acre Las Colonias site. Conceptual design of the business park includes the development of approximately 10% of the entire Las Colonias Park for the location of several businesses in a campus setting combined with public park amenities consistent with the Las Colonias Park Master Plan.

Guiding Principles

The Guiding Principles for the proposed Planned Development (PD) zone district are to:

- Establish a business park within a recreational park in a location near the Colorado River.
- Protect the Colorado River and its floodplain and habitat.
- Plan for future development in the business park using principles of compact development, appropriate architectural standards and good site design.
- Establish appropriate uses of the open space, relying on the list of amenities established in the Las Colonias Park Master Plan.

Several components of the Las Colonias property have been completed, including park improvements east of the Botanical Gardens and the Amphitheater. Completion of the east end of the property will include original elements contemplated in the 2013 Master Plan such as a boat ramp, dog park, zip line and festival area, as well as the business park for outdoor related businesses and retail/restaurant pad sites.

This phase will provide infrastructure necessary for the balance of the Park. This work will connect the new entrance at Winters Ave to 27 1/2 Road and serve pad sites D,E,F,G,H, and I. Also included in the work is the development of retail/restaurant pad sites M,L,K, and J. Construction of the access road and boat ramp is also included.

Construction for Phase 2 includes 4,000 feet of water lines, 1,900 feet of sewer lines, 3,300 feet of storm drains, as well as all of the conduit for "dry" utilities such as Xcel power and gas, phone, cable and fiber.

The City was successful in obtaining an \$800,000 Department of Local Affairs' Energy and Mineral Impact Assistance Program grant for Phase 2. This project is scheduled to begin on September 4, 2018 with an expected completion date of June 28, 2019. Construction will take place during the daytime hours.

Phase 2 will complete the remainder of the amenities of the park including various ponds, butterfly lake, festival area, dog park, the remaining roads, boat ramp, landscaping, street lighting, pedestrian lighting and pad sites.

Elements of the park to be constructed under separate contract are the three restrooms. These restrooms will be completed as part of a separate bid process later this year.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. A total of four companies submitted formal bids. All bids were found to be responsive and responsible in the following amounts:

Contractor	Location	Amount
------------	----------	--------

M.A. Concrete Construction, Inc.	Grand Junction, CO	\$5,920,716.46
MM Skyline Contracting	Grand Junction, CO	\$6,965,138.00
Old Castle SW Group, Inc. dba United Companies	Grand Junction, CO	\$7,570,730.00
Con-Sy	Grand Junction, CO	\$8,581,180.69

FISCAL IMPACT:

Bond proceeds from the Downtown Development Authority in the amount of \$9,000,000 has been designated for the Las Colonias Business Park Project. Construction is planned over a two year period covering 2018 and 2019. The funding for Phase 2 is included in the \$9,000,000 and is budgeted in the Capital Improvements fund.

Project Costs

Phase 2 Construction Contract Amount	\$5,920,716.46
Restroom/Shelters (3) - Separate Contract	\$800,000.00
Consultant Construction Testing (Estimate)	\$50,000.00
TOTAL PROJECT COST	\$6,770,716.46

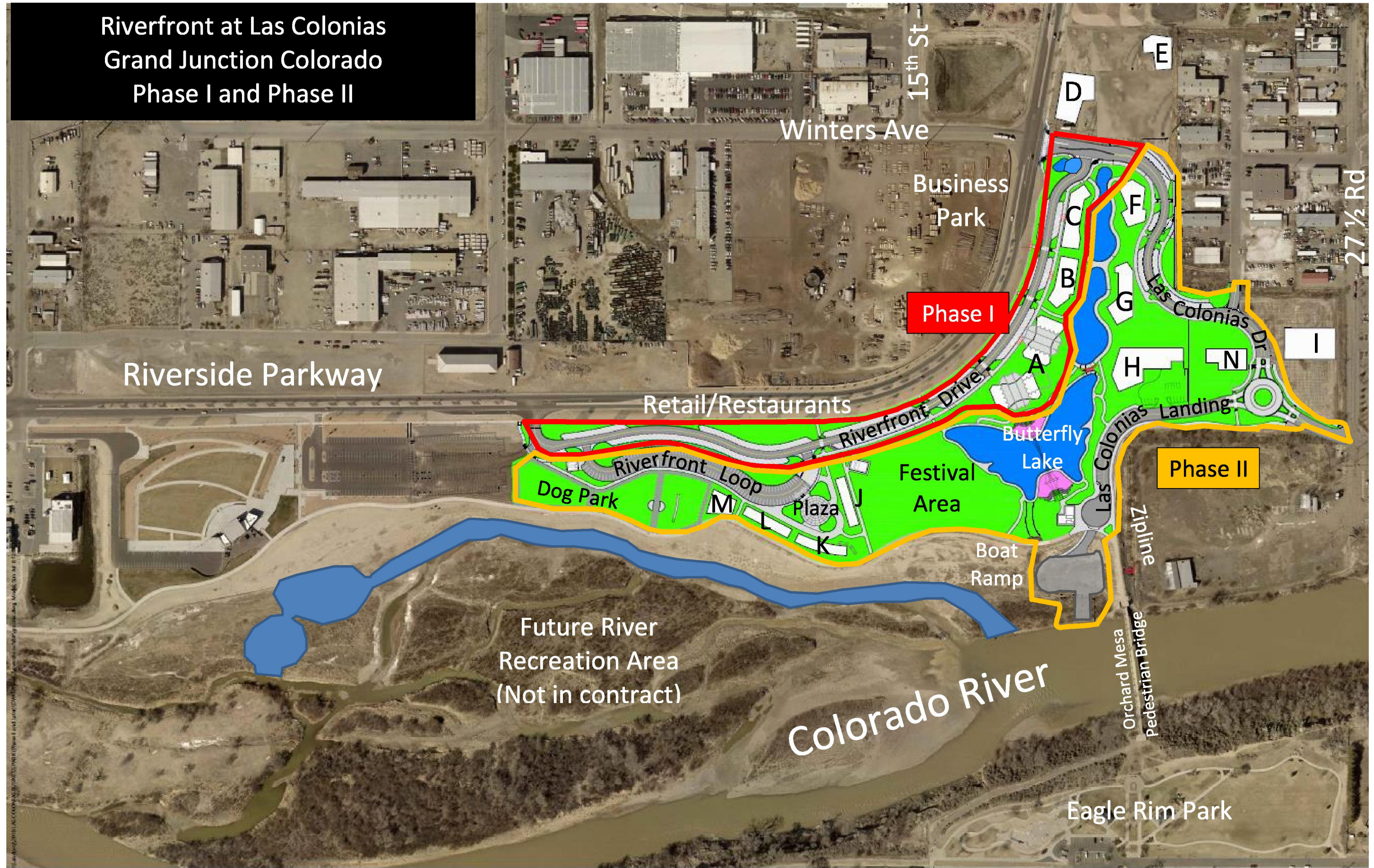
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with MA Concrete Construction of Grand Junction, CO for the Las Colonias Business Park Phase 2 Project in the amount of \$5,920,716.46.

Attachments

1. LCBP Phase II - Site Layout

Riverfront at Las Colonias
Grand Junction Colorado
Phase I and Phase II



Phase I

Phase II

Colorado River

Riverside Parkway

Winters Ave

Business Park

Retail/Restaurants

Phase I

Dog Park

Riverfront Loop

Plaza

Festival Area

Boat Ramp

Future River Recreation Area
(Not in contract)

Butterfly Lake

Eagle Rim Park

Orchard Mesa
Pedestrian Bridge

Zipline

Las Colonias Landing

Las Colonias Drive

27 1/2 Rd

15th St



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 15, 2018

Presented By: Scott Hockins, Business Operations Supervisor

Department: Information Technology

Submitted By: Scott Hockins, Business Operations Supervisor

Information

SUBJECT:

Resolution Authorizing a Telecommunication Facility at Fire Station #4, Located at 2884 B 1/2 Road

RECOMMENDATION:

Staff recommends the City enter into a contract with Verizon Wireless for a cellular facility on the Fire Station #4 property.

EXECUTIVE SUMMARY:

Verizon Wireless has identified City-owned Fire Station #4 property as a possible new telecommunications facility to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

BACKGROUND OR DETAILED INFORMATION:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure

while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies “Public properties as Fill-in Sites for Network Gaps” in the community that can provide a location for future wireless facilities in underserved areas. These fill-in sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities, the property must be outside of the 100-year floodplain, and concealment is required. The owner of the property must identify the type of concealment proposed for the telecommunication facility with the understanding that if accepted by the City, then any type of concealment will require a Conditional use Permit. The Fire Station #4 property that is owned by the City of Grand Junction, was not vetted as part of the WMP public process, therefore a site-specific recommendation did not occur with the WMP. As a fill-in site”, the proposed facility is allowed under the residential R-4 zoning with a Conditional Use Permit. A CUP application is required and will be processed separately.

Verizon Wireless has identified Fire Station #4 as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located 2884 B 1/2 Road, within the City limits. Surrounding land uses include an elementary school to the east, a church to the south, and residential property to the north and west.

Concealment and tower structure type proposed for this site is a mono-pine tree to be placed in the wooded area behind the Fire Station. The proposed height is appropriate for the R-4 zone district. The design for the site helps blend the facilities into the surrounding cityscape. Therefore, the Verizon proposal meets the framework and standards of the WMP.

Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The tower will accommodate co-locations of one to two other carriers' antennas.

FISCAL IMPACT:

Verizon Wireless will pay the City a one-time \$1,000 at the execution of the Land Lease Agreement and an annual rent of \$24,000 per year for 5 years.

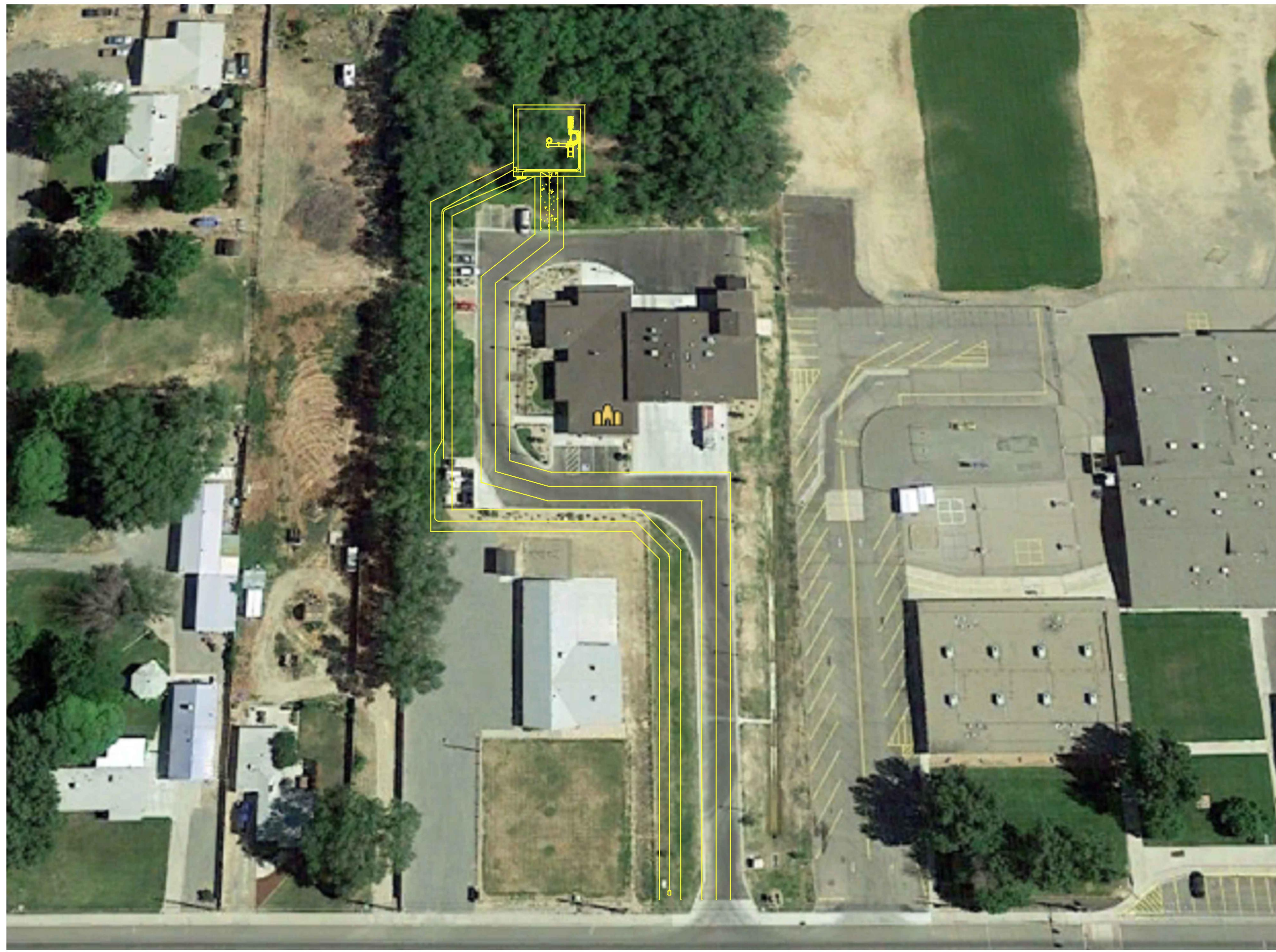
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 52-18, a resolution authorizing the City Purchasing Division to enter into the option and land lease agreement with Verizon Wireless for the placement of a wireless telecommunication tower on the Fire Station #4 property located at 2884 B 1/2 Road.

Attachments

1. Fire Station 4 Site Plan and Design
2. Fire Station 4 Lease Agreement
3. Fire Station _4 RESOLUTION

NEW VZW UTILITY EASEMENT
 ACCESS UTILITY EASEMENT
 VZW LANDSPACE
 PENETRATIONS
 RR/HBBU
 ANTENNAS
 FIBER
 POWER/ GROUNDING
 HYBRID & COAX CABLES



MAP

PLANS PREPARED FOR:



PLANS PREPARED BY:
 7171 WEST 95TH STREET, SUITE 600
 Overland Park, Kansas 66212
 Phone: 913-438-7700
 Fax: 913-438-7777

ENGINEERING LICENSE:
 STATE OF COLORADO
 STATE CERTIFICATE OF AUTHORIZATION #
 ENGINEER: PE#:
 KMV KEVIN M. VANMAELE STRUCTURAL/CIVIL SC
 TMS TERRANCE M. SHELTON ELECTRICAL E
 SDX SHELTON D. SHELTON ELECTRICAL E
PRELIMINARY ISSUE

DRAWING NOTICE:
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SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR SITE PLAN	05/21/18	RKT	A
ISSUED FOR SITE PLAN	07/13/18	RKT	B

SITE NAME:
CO3 CASTERLY ROCK

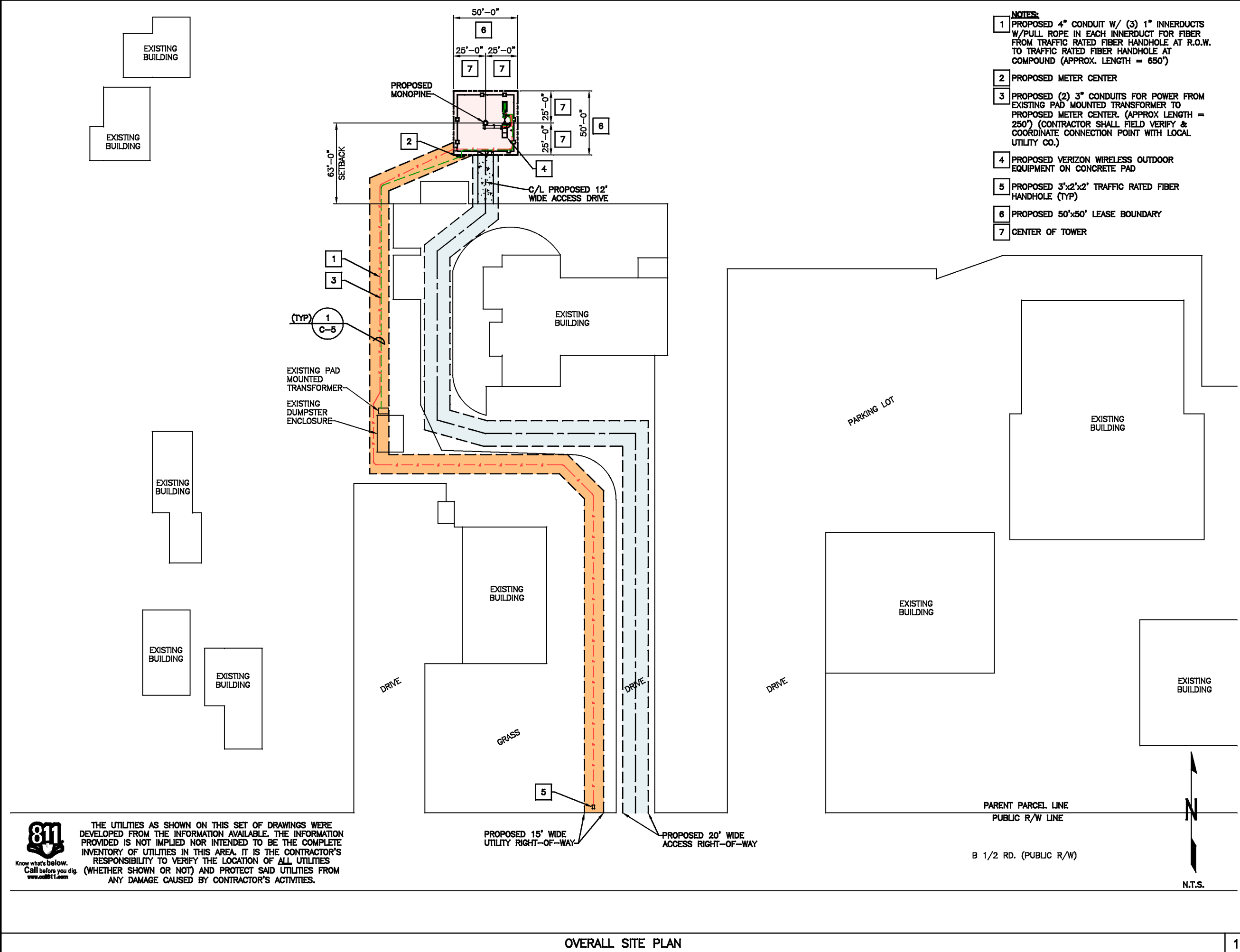
SITE NUMBER:
313884

SITE ADDRESS:
 2884 B 1/2 ROAD
 GRAND JUNCTION, COLORADO
 81503

SHEET DESCRIPTION:
MAP

SSC #: - SHEET NUMBER:
C-0

NEW VZW UTILITY EASEMENT
 ACCESS UTILITY EASEMENT
 VZW LANDSPACE
 PENETRATIONS
 RR/HBBU
 ANTENNAS
 FIBER
 POWER/ GROUNDING
 HYBRID & COAX CABLES



- NOTES:**
- 1 PROPOSED 4" CONDUIT W/ (3) 1" INNERDUCTS W/PULL ROPE IN EACH INNERDUCT FOR FIBER FROM TRAFFIC RATED FIBER HANDHOLE AT R.O.W. TO TRAFFIC RATED FIBER HANDHOLE AT COMPOUND (APPROX. LENGTH = 650')
 - 2 PROPOSED METER CENTER
 - 3 PROPOSED (2) 3" CONDUITS FOR POWER FROM EXISTING PAD MOUNTED TRANSFORMER TO PROPOSED METER CENTER. (APPROX LENGTH = 250') (CONTRACTOR SHALL FIELD VERIFY & COORDINATE CONNECTION POINT WITH LOCAL UTILITY CO.)
 - 4 PROPOSED VERIZON WIRELESS OUTDOOR EQUIPMENT ON CONCRETE PAD
 - 5 PROPOSED 3'x2'x2' TRAFFIC RATED FIBER HANDHOLE (TYP)
 - 6 PROPOSED 50'x50' LEASE BOUNDARY
 - 7 CENTER OF TOWER

PLANS PREPARED FOR:



PLANS PREPARED BY:

7171 WEST 95TH STREET, SUITE 600
 Overland Park, Kansas 66212
 Phone: 913-438-7700
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF COLORADO
 STATE CERTIFICATE OF AUTHORIZATION
 ENGINEER: PE#:
 KMV KEVIN M. VANMAELE STRUCTURAL/CIVIL SC
 TMS TERRANCE M. SHELTON ELECTRICAL E
 SDX SHELTON D. ELECTRICAL E

PRELIMINARY ISSUE

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY. AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

DESCRIPTION	DATE	BY	REV
ISSUED FOR SITE PLAN	05/21/18	RKT	A
ISSUED FOR SITE PLAN	07/13/18	RKT	B

SITE NAME:
CO3 CASTERLY ROCK

SITE NUMBER:
313884

SITE ADDRESS:
 2884 B 1/2 ROAD
 GRAND JUNCTION, COLORADO
 81503

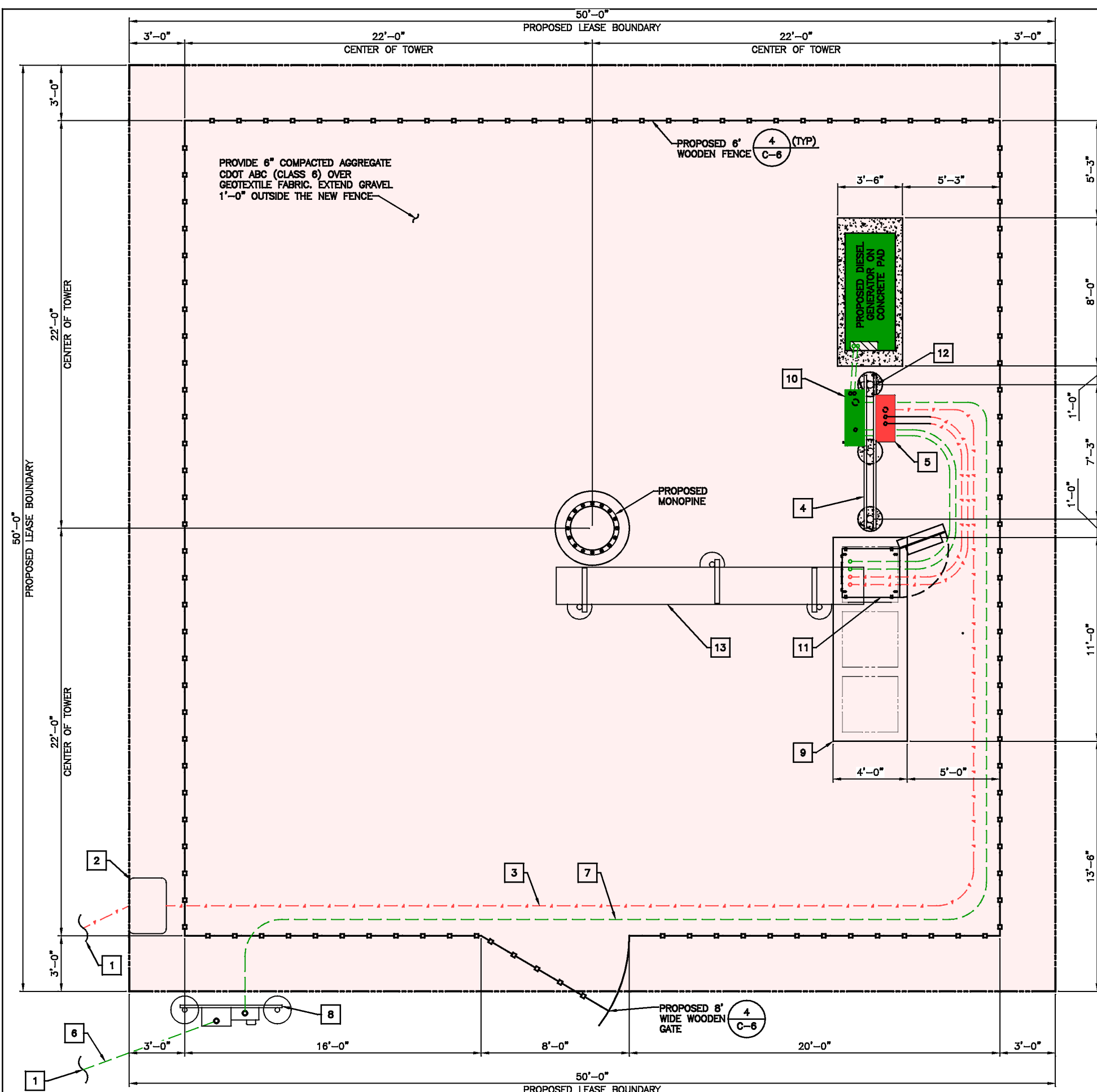
SHEET DESCRIPTION:
OVERALL SITE PLAN

SSC #:
 SHEET NUMBER:
C-1

811
 Know what's below.
 Call before you dig.
 www.call811.com

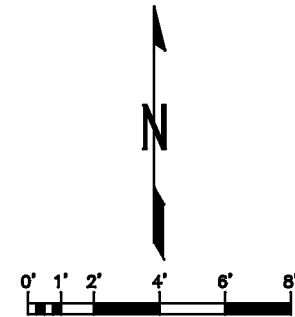
THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

NEW VZW UTILITY EASEMENT
 ACCESS UTILITY EASEMENT
 VZW LANDSPACE
 PENETRATIONS
 RR/HBBU
 ANTENNAS
 FIBER
 POWER/ GROUNDING
 HYBRID & COAX CABLES



- 1 NOTE: FOR SIZES, LENGTHS & CONTINUATION OF UTILITIES, SEE C-1
- 2 PROPOSED 3'x2'x2' TRAFFIC RATED FIBER HANDHOLE
- 3 PROPOSED 4" CONDUIT W/ (3) 1" INNERDUCTS W/PULL ROPE IN EACH INNERDUCT FOR FIBER FROM TRAFFIC RATED FIBER HANDHOLE AT FENCED COMPOUND TO PROPOSED FIBER ENCLOSURE ON RACK (APPROX. LENGTH = 75')
- 4 PROPOSED UTILITY RACK (SEE DET. 1, SHT. C-3)
- 5 PROPOSED FIBER ENCLOSURE ON RACK
- 6 PROPOSED (2) 3" CONDUITS FOR UNDERGROUND SECONDARY POWER FROM EXISTING PAD MOUNTED TRANSFORMER TO PROPOSED METER CENTER (APPROX LENGTH = 250')
- 7 PROPOSED 3" CONDUITS FOR POWER FROM PROPOSED METER CENTER TO PROPOSED ILC ON H-FRAME. (APPROX LENGTH = 85')
- 8 PROPOSED METER CENTER (SEE 1/C-3B)
- 9 PROPOSED VERIZON WIRELESS OUTDOOR EQUIPMENT ON CONCRETE PAD
- 10 PROPOSED ILC ON RACK
- 11 PROPOSED EQUIPMENT CABINET
- 12 PROPOSED DUAL GPS ANTENNAS (SEE 5/ANT-5)
- 13 PROPOSED ICE BRIDGE (APPROX LENGTH = 17')

NOTE:
 SEE GN-1 FOR LEGEND



PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

SSC

7171 WEST 95TH STREET, SUITE 600
 Overland Park, Kansas 66212
 Phone: 913-438-7700
 Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF COLORADO
 STATE CERTIFICATE OF AUTHORIZATION #
 ENGINEER: PE#:
 KMV KEVIN M. VANMAELE STRUCTURAL/CIVIL SC
 TMS TERRANCE M. SHELTON ELECTRICAL
 SDX SHELTON D. ELECTRICAL

PRELIMINARY ISSUE

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DESCRIPTION	DATE	BY	REV
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ISSUED FOR SITE PLAN	07/13/18	RKT	B

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CO3 CASTERLY ROCK

SITE NUMBER:
313884

SITE ADDRESS:
 2884 B 1/2 ROAD
 GRAND JUNCTION, COLORADO
 81503

SHEET DESCRIPTION:
ENLARGED SITE PLAN

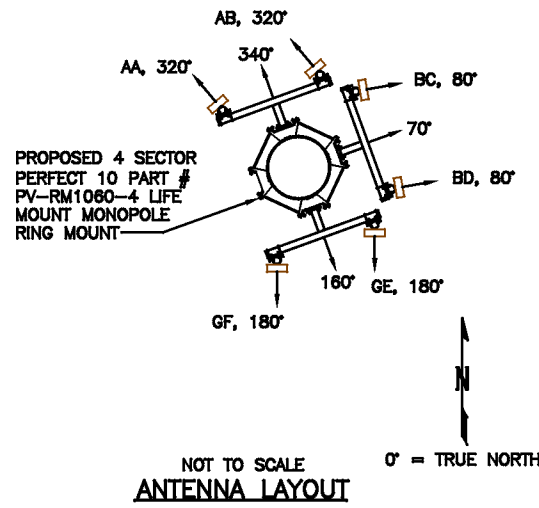
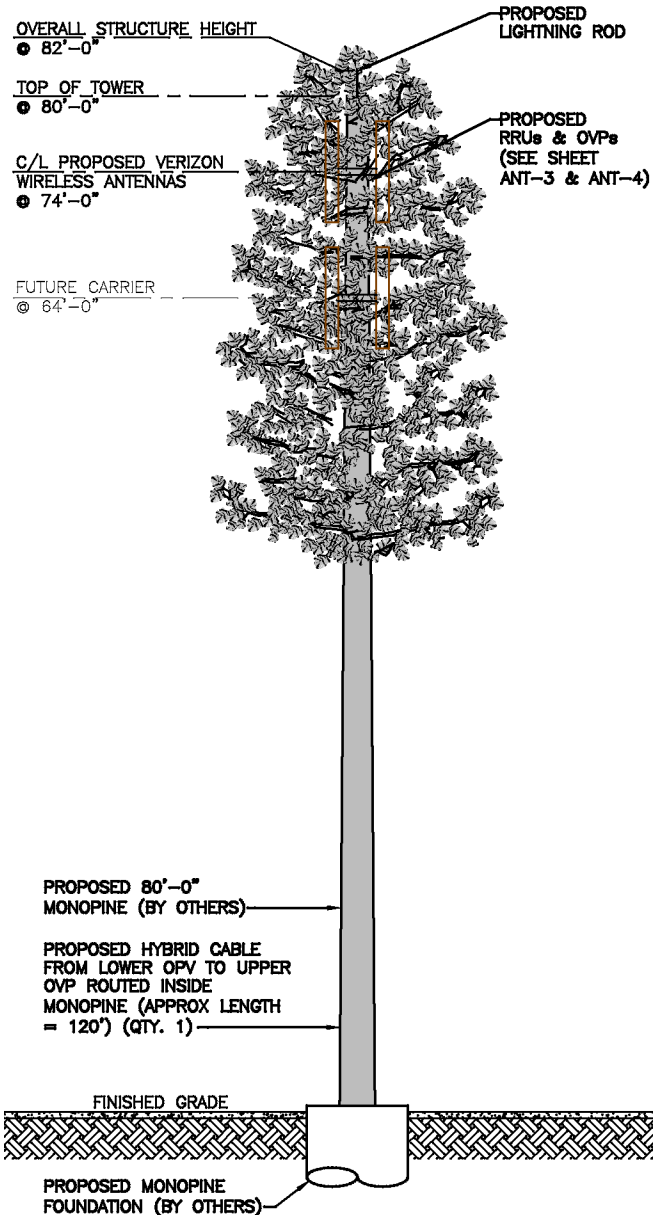
SSC #:
 SHEET NUMBER:
C-1A

ENLARGED SITE PLAN

NEW VZW UTILITY EASEMENT
ACCESS UTILITY EASEMENT
VZW LANDSPACE
PENETRATIONS
RR/HBBU
ANTENNAS
FIBER
POWER/ GROUNDING
HYBRID & COAX CABLES

NOTE:
GC TO REFER TO THE "FINAL RFDS"
FOR RF CONFIGURATION DETAIL

SECTOR MOUNT NOTE:
TOWER MANUFACTURER SHALL SUPPLY SECTOR MOUNT THAT MEETS VERIZON WIRELESS' NSTD-445. IF THE SITE SPECIFIC REQUIRED MOUNT CLASSIFICATION IS GREATER THAN THE MINIMUM REQUIRED MOUNT CLASSIFICATION (M1000R(1)-4(6)), THEN THE REQUIRED SITE SPECIFIC MOUNT CLASSIFICATION SHALL BE USED.



NOTE:
THE ANTENNA LAYOUT IS FOR ANTENNA ORIENTATION ONLY. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC., SHALL BE PER TOWER MANUFACTURER'S STANDARD DETAILS.

1. ANTENNAS SHALL BE DESIGNATED FROM RIGHT TO LEFT, FACING THE ASSEMBLY FROM THE GROUND. LEFT TO RIGHT FACING THE BACK OF THE ANTENNA.
2. THE OUTER MOST ANTENNAS ON EACH FACE SHALL BE DESIGNATED AS THE RECEIVE ANTENNAS. THE INNER ANTENNAS SHALL BE DESIGNATED AS THE TRANSMIT ANTENNAS.
3. EACH TRANSMISSION LINE SHALL BE LABELED WITH BRASS "TOE TAGS", GRAINGER PART NUMBER 1F035-8, STAMPED WITH 1/4" LETTERS/NUMBERS STAMPS, GRAINGER PART NUMBER 3W639. THE LABELS SHALL BE ATTACHED WITH A SEMIPERMANENT METHOD (I.E. BLACK UV RESISTANT CABLE TIES). THE TAGS SHALL BE PLACED SO AS NOT TO COME IN CONTACT WITH THE CONNECTOR ON THE LINE AND THE METAL OF THE TOWER. LINES SHALL BE LABELED AT THE TOP, BOTTOM AT ENTRY PORT.
4. EACH LINE SHALL ALSO BE LABELED AT THE LIGHTNING/SURGE PROTECTOR MOUNTING PLATE WITH A PRINTABLE LABEL MAKER TO INDICATE LINE NUMBER AND FUNCTION, THE SAME AS THE TOE TAG.
5. THE TAG LABELING SHALL BE AS DESIGNATED IN THE ANTENNA KEY. FOR LUCENT USE A-ALPHA, B-BETA, G-GAMMA, FOR MOTOROLA REPLACE A WITH X, B WITH Y AND G WITH Z. SEE DETAIL 1 ON SHEET E-2.
6. IN TWO-ANTENNA CONFIGURATION WHERE ONE ANTENNA WILL BE DUPLEXED, THE DUPLEXED ANTENNA SHALL BE LABELED AS RECEIVE.
7. CONTRACTOR SHALL FIELD VERIFY THE EXACT TMA'S (IF THEY ARE REQUIRED) PER THE OPERATIONS MANAGER.
8. COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.
9. CONTRACTOR SHALL INSTALL PLATFORM OR MOUNTING BRACKETS AND HARDWARE FOR ALL ANTENNAS AND SHALL BE PER THE TOWER MANUFACTURERS STANDARD DETAILS OR APPROVED EQUAL.
10. CONTRACTOR TO FURNISH AND INSTALL AN EXIT PORT (IF ONE IS NOT EXISTING) IN ACCORDANCE WITH THE TOWER MANUFACTURER'S SPECIFICATIONS AND UPON THE TOWER OWNER'S APPROVAL (TYP. AT PLATFORM AND AT BOTTOM).
11. ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.

EQUIPMENT FURNISHED AND/OR INSTALLED BY:		
DESCRIPTION	FURNISHED	INSTALLED
ANCHOR BOLTS FOR TOWER	TOWER VENDOR	CONTRACTOR
ANCHOR BOLTS FOR PLATFORM	CONTRACTOR	CONTRACTOR
ANTENNA MOUNTS	TOWER VENDOR	CONTRACTOR
ANTENNAS	VERIZON WIRELESS	CONTRACTOR
CABLE LADDER	N/A	N/A
COAX/CABLE	VERIZON WIRELESS	CONTRACTOR
CONNECTORS	CONTRACTOR	CONTRACTOR
ENTRY PORT BOOTS	CONTRACTOR	CONTRACTOR
GPS ANTENNA	VERIZON WIRELESS	CONTRACTOR
GROUND KITS	CONTRACTOR	CONTRACTOR
HANGER KITS	CONTRACTOR	CONTRACTOR
ICE BRIDGE MATERIAL	CONTRACTOR	CONTRACTOR
RF JUMPERS (TOP)	CONTRACTOR	CONTRACTOR
EQUIPMENT	VERIZON WIRELESS	CONTRACTOR
EQUIPMENT PLATFORM/CANOPY	VERIZON WIRELESS	CONTRACTOR
TOWER	VERIZON WIRELESS	CONTRACTOR
TOWER BUS BARS	TOWER VENDOR	CONTRACTOR
OVP's	VERIZON WIRELESS	CONTRACTOR
RRUS	VERIZON WIRELESS	CONTRACTOR

LOCATIONS OF ANTENNAS AS SHOWN HAVE BEEN APPROVED BY CLIENT AND/OR CLIENT'S RADIO FREQUENCY ENGINEERS. SSC ASSUMES NO RESPONSIBILITY FOR, NOR HAS SSC PERFORMED ANY INVESTIGATIONS OR STUDIES CONCERNING, THE COMPLIANCE OR NONCOMPLIANCE OF SAID ANTENNA LOCATIONS WITH ANY FCC RADIO FREQUENCY EXPOSURE REGULATIONS.

ALL STRUCTURE INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE STRUCTURE MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE STRUCTURE, FOUNDATION, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE STRUCTURE MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.

PLANS PREPARED FOR:



PLANS PREPARED BY:

7171 WEST 95TH STREET, SUITE 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

ENGINEERING LICENSE:

STATE OF COLORADO
STATE CERTIFICATE OF AUTHORIZATION #
ENGINEER: PE#:
KMY KEVIN M. VANMAELE STRUCTURAL/CIVIL SC
TMS TERRANCE M. SHELTON ELECTRICAL E

PRELIMINARY ISSUE

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ISSUED FOR SITE PLAN	05/21/18	RKT	A	
ISSUED FOR SITE PLAN	07/13/18	RKT	B	

SITE NAME:
CO3 CASTERLY ROCK

SITE NUMBER:
313884

SITE ADDRESS:
2884 B 1/2 ROAD
GRAND JUNCTION, COLORADO
81503

SHEET DESCRIPTION:
TOWER ELEVATION & ANTENNA INFORMATION

SSC #:
SHEET NUMBER:
ANT-1

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20__ between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, CO 81501, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 2884 B ½ road, Grand Junction, CO 81501 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately ___ square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms with a 3% accelerated lease rate per year unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$24,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 250 North 5th Street, Grand Junction, CO 81501 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other

party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$1,000.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the date of full execution of this Agreement by the Parties. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, lessee shall indemnify and hold lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 264-6620 or to LESSOR at (970) 244-1484, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and

conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Grand Junction
250 North 5th Street Grand Junction, CO 81501
Grand Junction, CO 81501
Attention: Scott Hockins
With a copy to the City Attorney at the same address

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled

to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications

equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Grand Junction, a Colorado home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
SITE PLAN OF THE PREMISES
(Attached)

RESOLUTION NO. __-18

A RESOLUTION AUTHORIZING THE CITY PURCHASING DIVISION TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE PLACEMENT OF A WIRELESS TELECOMMUNICATION TOWER ON THE FIRE STATION #4 PROPERTY LOCATED AT 2884 B 1/2 ROAD

Recitals:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

Verizon Wireless has identified Fire Station #4 as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls.

Public property provides a stable platform for wireless telecommunications infrastructure and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The Comprehensive Plan's Future Land Use Map (attached) identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years.

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

The City Manager is authorized to enter into the Land Lease Agreement with Verizon Wireless for the placement of a wireless telecommunication tower and related ground facilities on the Columbine Park property located at 2884 B 1/2 Road. (Exhibit A).

PASSED AND APPROVED this ____ day of _____, 2018.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: August 15, 2018

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution Vacating a Sanitary Sewer Easement on School District 51's Dual Immersion Academy School Property, Located at 552 West Main Street

RECOMMENDATION:

Planning Commission recommended approval of the vacation at its July 24, 2018 meeting.

EXECUTIVE SUMMARY:

The Dual Immersion Academy school property located at 552 W. Main on the north side of the 500 block houses an elementary school that is currently expanding. A sewer easement dedicated to the City of Grand Junction runs east-west across the site and is used for a sewer trunk line that provides sewer service to properties on the north side of West Main Street. The School District is requesting to vacate a portion of the sewer easement that will run underneath the proposed addition to the school. The School District constructed a new sewer line around the proposed school addition and has abandoned a portion of the existing sewer trunk line that lies under the proposed addition. A new easement dedicated to the City for the new line has been executed.

BACKGROUND OR DETAILED INFORMATION:

School District 51 is constructing an addition to the Dual Immersion Academy at 552 W. Main Street. A sanitary sewer easement dedicated to the City of Grand Junction runs east-west across the site and is used for a sewer trunk line that provides sewer service to properties on the north side of the 500 block of West Main Street.

As part of the construction of the school addition, a new section of sewer trunk line has been constructed and rerouted to the north around the school building. The abandoned portion of line is underneath the proposed school addition (currently under construction) is no longer needed, see Attachments 2 and 3. The section of easement encompassing the abandoned line needs to be vacated to clear the property of the encumbrance due to the construction of the addition while a new easement in the location of the new sewer trunk line has been executed and recorded. Attachment 4 shows the area where the 20-ft. wide new sewer easement is. The newly constructed sewer trunk line lies within this easement area.

The school-owned campus includes much of the service area for this trunk line. There are two properties not owned by the School District that will continue to be served by the trunk line. The two properties include 520 West Main Street, a single-family home which remains under private ownership and a vacant property at the end of the block that is owned by the City of Grand Junction.

NOTIFICATION REQUIREMENTS

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 13, 2018 and the subject property was posted with an application sign on May 21, 2018 along the W. Main frontage and a second sign on July 13, 2018 was posted along the West Avenue frontage. A neighborhood meeting (not required) was held May 17, 2018.

ANALYSIS

Pursuant to Section 21.02.100 of the Zoning and Development Code, the vacation of public right-of-way or easement shall conform to the following:

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

The proposed sewer easement vacation is addressed by the following Goal of the Comprehensive Plan.

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

Vacation of this sewer easement will have no impact on public facilities or services provided to the general public. Staff therefore finds this request conforms with this criterion.

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

The request to vacate the sewer easement will not render any parcel landlocked. Therefore, staff finds the vacation request meets with this criterion.

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

No access to any parcel will be restricted by the vacation of this sewer easement. Staff finds this criterion has been met.

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

The sewer easement that is requested to be vacated is no longer needed. The sewer line has been abandoned and lies underneath the new addition to the school building. There will be no adverse impacts to the community and no impacts on the public facilities and services that serve this or any adjacent parcel of land. In fact, near the abandoned line a new sewer trunk line has been constructed to provide sewer service to this block, replacing the old portion of the line located under the new addition. An easement has been dedicated to the City for the new sewer trunk line location. Staff therefore has found this request conforms with this criterion.

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

Adequate public facilities and services exist for this parcel without the need for this sewer easement since there is no active line within the easement area. No facilities and services will be impacted or inhibited by this request. In fact, near the abandoned line a new sewer trunk line has been constructed to provide sewer service to this block, replacing the old portion of the line located under the new addition. An easement has been dedicated to the City for the new sewer trunk line location. Staff has therefore found this request to conform with this criterion.

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

Though not a benefit to the City directly, this request to vacate an easement will create a more viable property for the School District 51 to develop an addition to this school facility which provides a significant benefit to residents of the City, the neighborhood

and the community at large. Staff finds this request conforms with this criterion.

FINDINGS OF FACT

After reviewing VAC-2018-188, a request to vacate a sewer easement located on School District 51's Dual Immersion Academy school property located at 552 W. Main Street, the following findings of fact have been made:

1. The request to vacate an easement conforms with the approval criteria of Section 21.02.100 (c) of the Grand Junction Zoning and Development Code.

FISCAL IMPACT:

This land use action will have no impact on City fiscal resources.

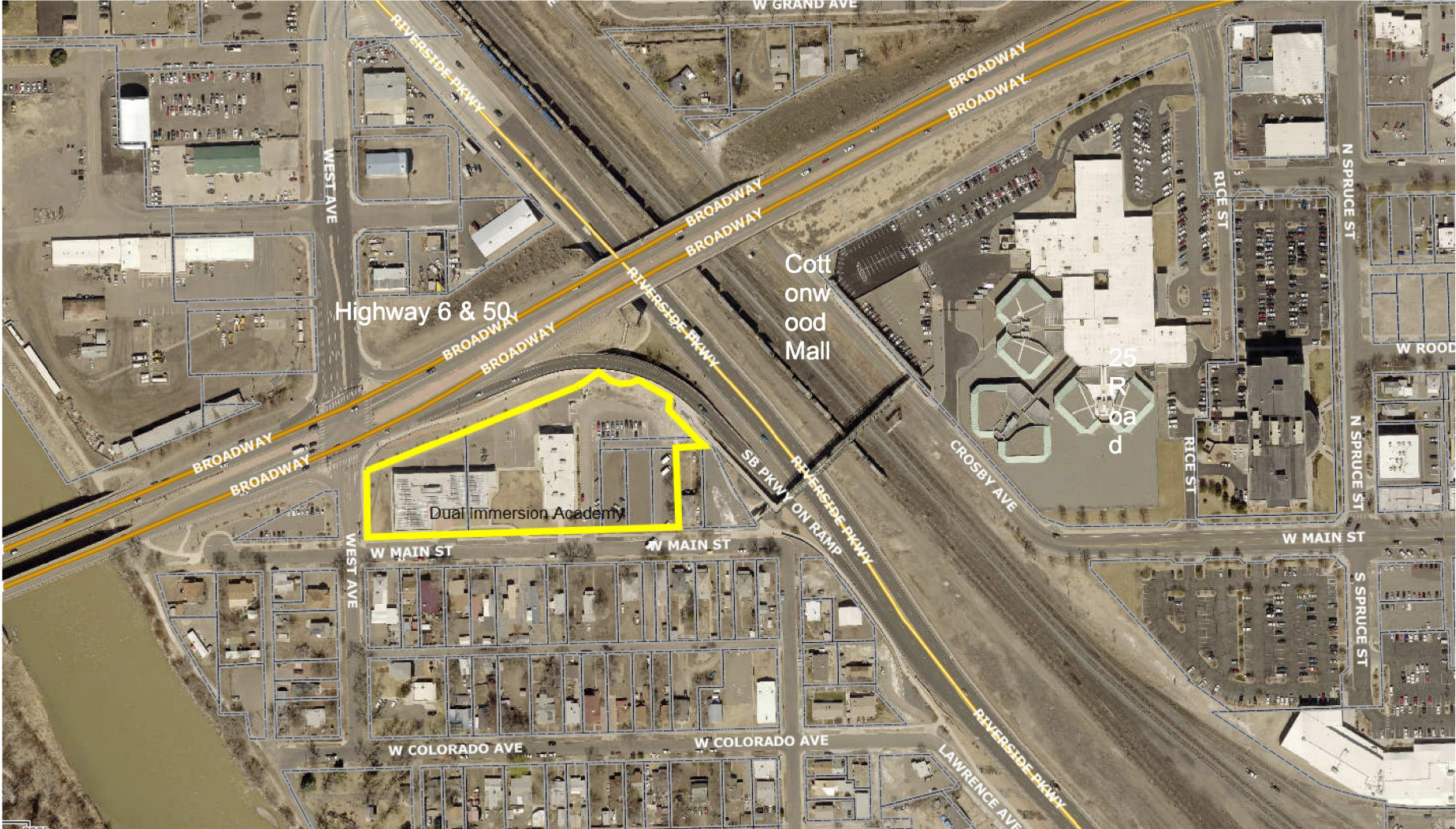
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 53-18 a Resolution Vacating a Sanitary Sewer Easement on property located at 552 W. Main Street.

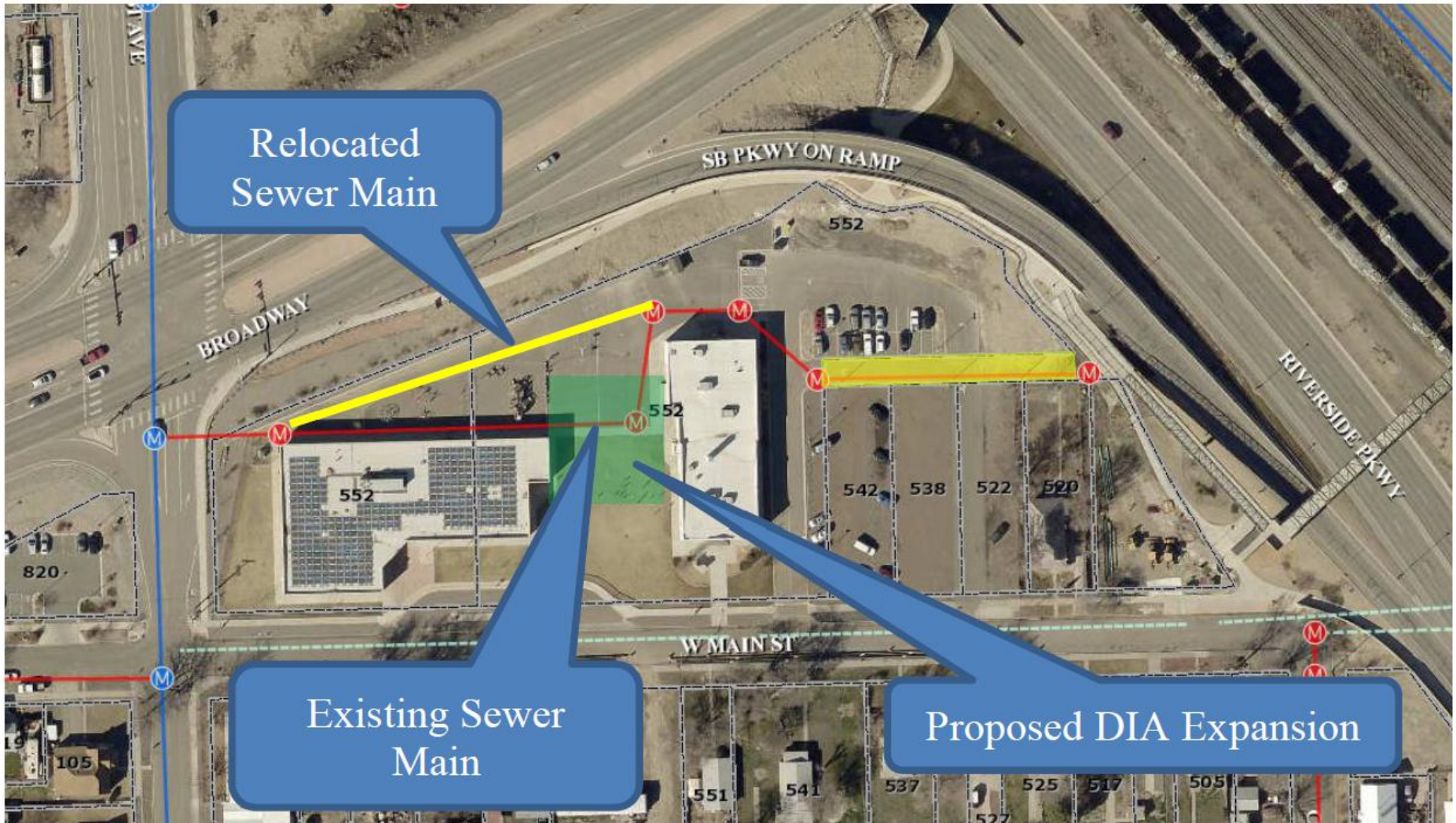
Attachments

1. Maps - DIA Easement Vacation
2. Proposed Resolution

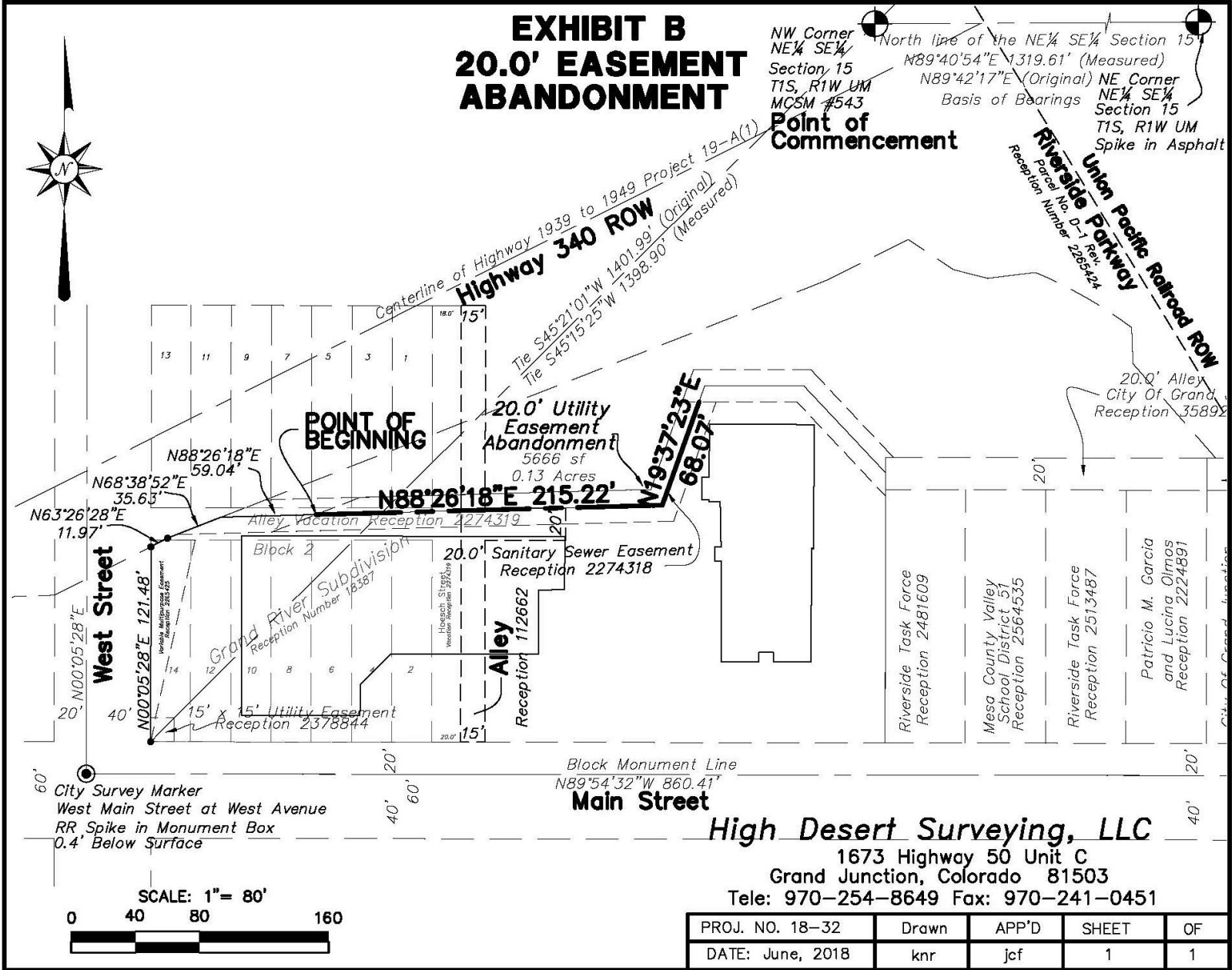
Vicinity Map



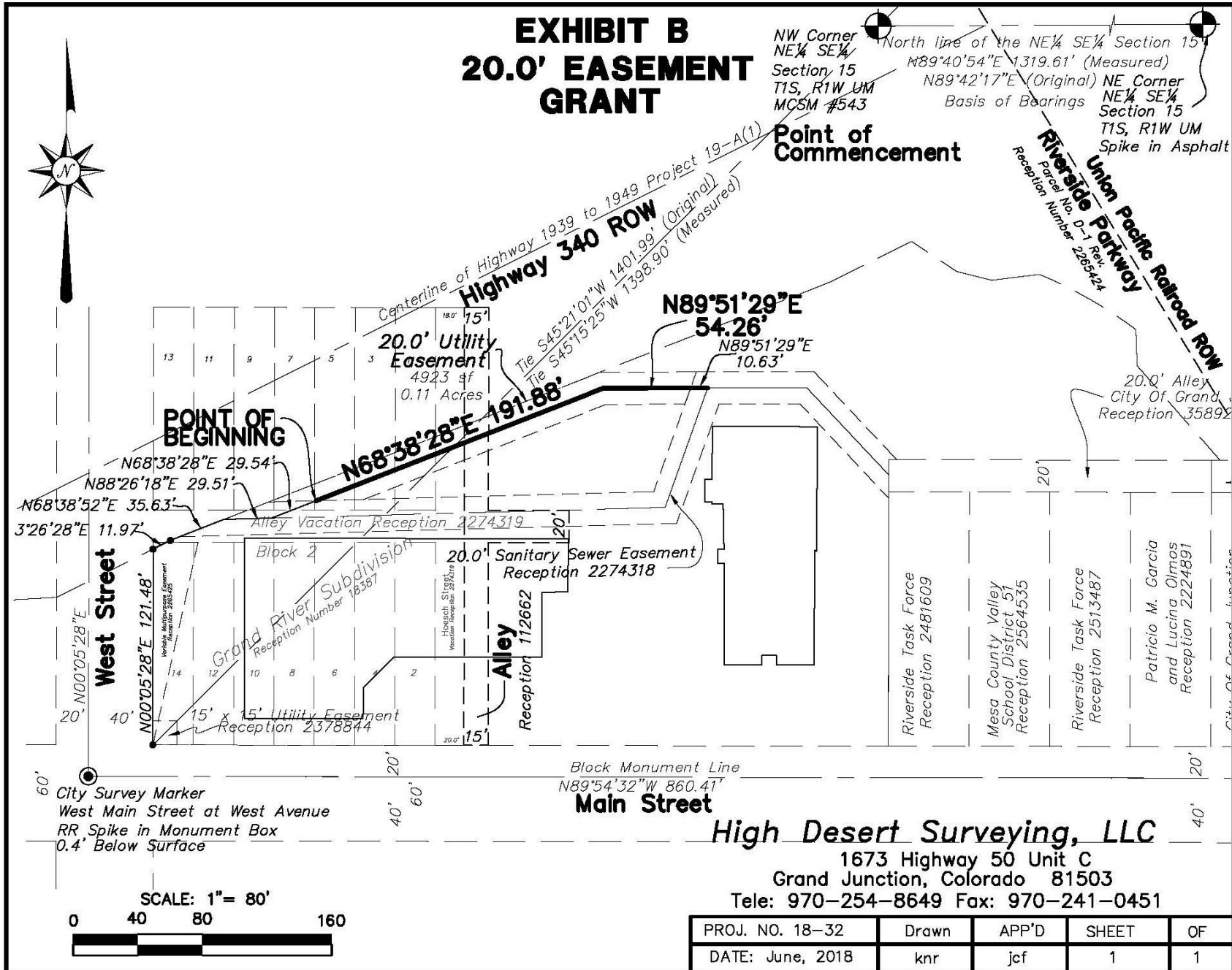
Site Plan



Easement Vacation - Detail Sketch



New Easement Being Dedicated - Detail Sketch



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

A RESOLUTION VACATING A SANITARY SEWER EASEMENT ON SCHOOL DISTRICT 51's DUAL IMMERSION ACADEMY SCHOOL PROPERTY LOCATED AT 552 W. MAIN STREET

Recitals:

The Dual Immersion Academy School located at 552 W. Main Street is under construction in 2018. A sanitary sewer easement running east-west across the site contains a sewer trunk line. The line has been relocated on the site to accommodate the new building, and a new easement has been granted for the relocated line. Therefore, the east-west easement is no longer needed and can be vacated.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the sewer utility easement is consistent with the Comprehensive Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED EASEMENT IS VACATED:

A portion of that twenty foot (20.0') wide utility easement for sewer to be abandoned and being located in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 15, Township 1 South, Range 1 West of the Ute Meridian, the centerline of said portion of easement to be abandoned being described as follows:

Commencing at the Center East 1/16 corner of said Section 15 whence the East 1/4 corner of said Section bears North 89°40'54" East, a distance of 1319.61 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 45°15'25" West, a distance of 1398.80 feet to the southwest corner of Lot 14, Block 2 of the Grand River Subdivision; thence North 00°05'28" East, a distance of 121.48 feet, to the South line of that right-of-way described as Colorado Department of Highways Project 19-A(1); thence along said Southerly right-of-way line the following two (2) courses: (1) North 63°26'28" East, a distance of 11.97 feet; (2) North 68°38'52" East, a distance of 35.63 feet; to the centerline of aforementioned easement; thence North 88°26'18" East, a distance of 59.04 feet, along said centerline of aforementioned easement to the POINT OF BEGINNING; thence along said easement centerline of said easement the following four (4) courses: (1) North 88°26'18" East, a distance of 215.22 feet; (2) thence North 19°37'23" East, a distance of 68.07 feet to the POINT OF TERMINUS.

The sidelines at the Point of Terminus are to terminate on the South line of the existing 20 foot Sanitary Sewer Easement as recorded with Reception Number 2274318 and the sidelines at the Point of Beginning are to terminate on a line radiating Northeasterly and Southwesterly from said Point of Beginning with a bearing of N 68°38'28" E.

Said parcel containing 0.13 acres, as herein described.

And as depicted on "Exhibit A".

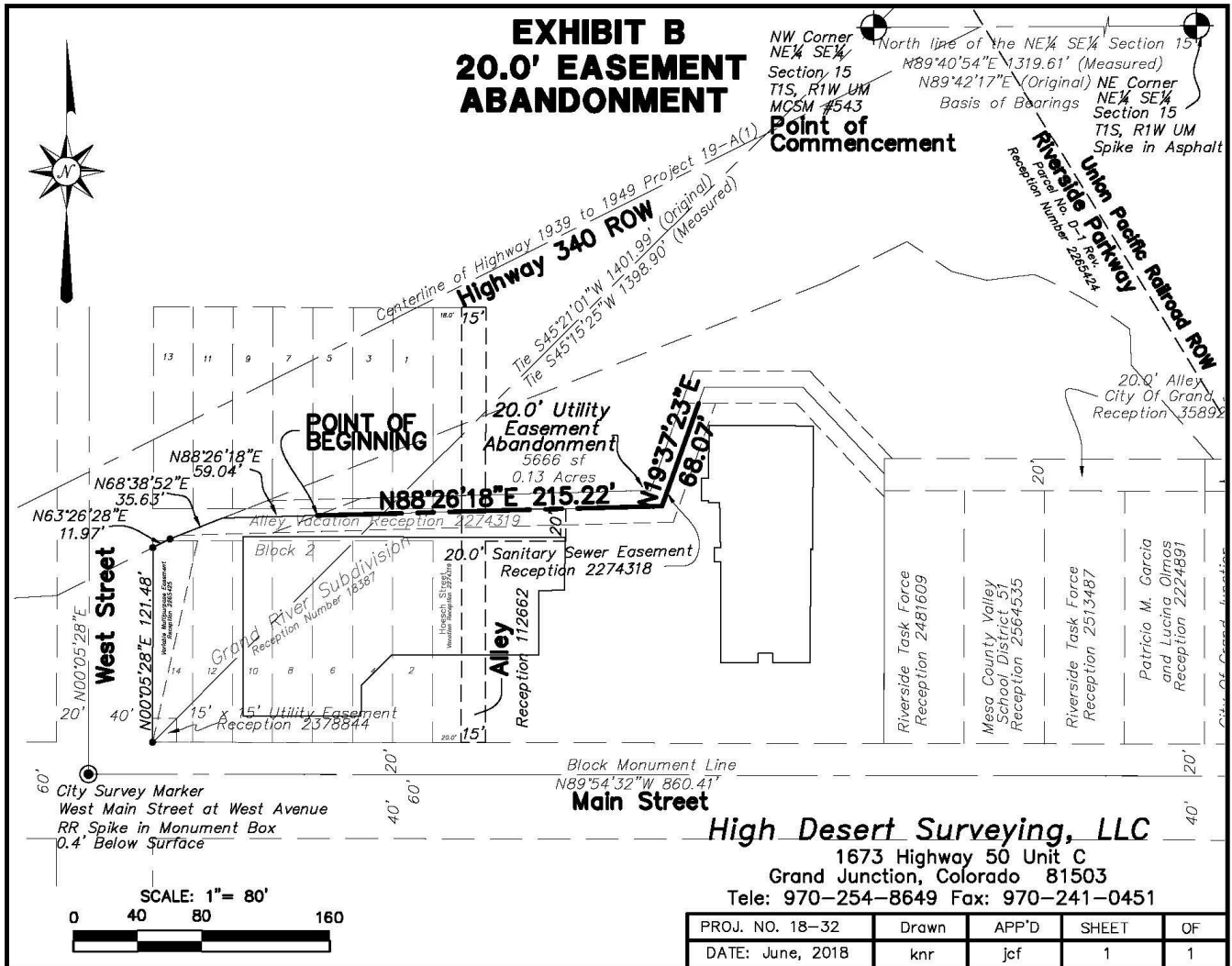
Approved this 15th day of August, 2018.

ATTEST:

City Clerk

Mayor

EXHIBIT A





Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: August 15, 2018

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

A Resolution Amending the 2018 City Council Meeting Schedule

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to amend the 2018 City Council meeting schedule. The meeting schedule is being amended to reflect the cancellation of the November 21st City Council meeting due to the Thanksgiving holiday.

BACKGROUND OR DETAILED INFORMATION:

At its January 3, 2018 Regular meeting, City Council adopted Resolution No. 04-18 which, in part, established the 2018 meeting schedule. By way of Resolution No. 22-18, the meeting schedule was amended to reflect the rescheduling of the June 20th meeting to June 18th (due to the Colorado Municipal League Conference) and the cancellation of the July 4th City Council meeting due to the 4th of July holiday.

The meeting schedule is being amended again to reflect the cancellation of the November 21st City Council meeting due to the Thanksgiving holiday.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 54-18, a resolution amending the 2018 City Council Meeting Schedule.

Attachments

1. Resolution Amending Council Meeting Schedule

CITY OF GRAND JUNCTION

RESOLUTION NO. xx-18

A RESOLUTION AMENDING THE 2018 CITY COUNCIL MEETING SCHEDULE

Recitals.

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

The City Council holds meetings to discuss public business.

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

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

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

1. Resolution No. 04-18 which set the meeting schedule for the Grand Junction City Council was amended by Resolution No. 22-18 to:
 - a. change the meeting scheduled for June 20, 2018 to June 18, 2018; and
 - b. cancel the July 4, 2018 meeting.
2. Resolution No. 22-18 which set the amended meeting schedule for the Grand Junction City Council is amended to:
 - a. cancel the November 21, 2018 meeting.

2. The meeting schedule for the regular meetings of the City Council in 2018 is:

Month	Dates
January	03,17
February	07, 21
March	07, 21
April	04, 18
May	02, 16
June	06, 18
July	(04 is canceled), 18
August	01, 15
September	05, 19
October	03, 17
November	07, (21 is canceled)
December	05, 19

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

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

Read and approved this ___ day of _____, 2018.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: August 15, 2018

Presented By: Greg Caton, City Manager

Department: City Manager

Submitted By: Greg LeBlanc, Assistant to the City Manager

Information

SUBJECT:

Resolution Authorizing the City Manager to Accept Three Grant Offers and Sign the Co-sponsorship Agreements for the Airport

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The Grand Junction Regional Airport Authority (Authority) began a multi-year program to relocate the primary runway in 2016. The relocation is intended to minimize impacts to community air service while modernizing the runway. The Grand Junction Regional Airport Authority (Airport) has received grant offers from the Federal Aviation Administration. Mesa County and the City of Grand Junction are required as Cosponsors to the Airport.

BACKGROUND OR DETAILED INFORMATION:

The airport has received three grant offers from the Federal Aviation Administration (FAA) totaling \$3,022,383 in Federal Funds. In 2016, the Airport began a multi-year program to relocate the primary runway originally constructed in 1958. The relocation project will construct a modern runway while minimizing impacts to community air service.

An environmental assessment determined the most effective way to meet current FAA design standards, maintain airport operations, and reduce economic impacts is to build a replacement runway north of the existing runway. The projects to be accomplished in

2018 and every year going forward are essential to maintaining a safe and efficient airport operation on the airfield.

The Airport Improvement Program (AIP) is continually coordinated with FAA and Colorado Department of Transportation (CDOT) Division of Aeronautics to provide a five-year Capital Improvement Plan (CIP). The projects are listed on the Airport's approved Airport Layout Plan (ALP), Capital Improvement Plan, and included in the Airport's 2018 Budget.

The City of Grand Junction and Mesa County are co-sponsors of the Airport since the Airport Authority does not have zoning or taxing authority.

Grant 1: 2019 Engineering Services: Design of the Program began in 2017, and construction will begin in 2018 with the RTR Relocation and 27 ¼ Road Relocation projects. The Program will continue to be implemented over the next several Federal Fiscal Years (FY). However, this scope of services is for engineering design services, FAA coordination, bidding, and construction administration anticipated for funding by FY 2018 federal, state, and local grants.

Grant 2: The initial enabling projects will relocate existing facilities to account for the new runway footprint. The Remote Transmitter/Receiver (RTR) provides a communication link between aircraft and the air traffic control tower. The RTR facility will need to be replaced adjacent to the new runway.

Grant 3: The Taxiway A project will extend the useful life of the parallel taxiway serving the Airport's primary runway. The work locations serve as hold positions and taxiing operations for general aviation (GA), business, and Part 139 (commercial) operators. The existing asphalt is deteriorating. These areas are severely cracked, weathering, and rutting.

FISCAL IMPACT:

No direct fiscal impact resulting from this action that would authorize application for grants.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 55-18 a resolution authorizing the acceptance of three grant offers and execution of a grant agreement in support of the runway construction project at the Grand Junction Regional Airport.

Attachments

1. AIP Grant Number 059
2. AIP Grant Number 060

3. AIP Grant Number 061
4. Resolution Airport Grants



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 6, 2018</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-059-2018 (Contract No. DOT-FA18NM-1050)</u>
DUNS Number	<u>15-613-5394</u>

TO: 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 16, 2017, 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 Taxiway A (A1 to A2 and A6 to Runway 4/22), phase I (design and 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 \$1,512,000. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning
 \$ 1,512,000 for airport development or noise program implementation; and,
 \$ 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 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. 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 August 31, 2018, 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 for 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. 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 866-705-5771) or on the web (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 agreement.
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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
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 the 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 debars 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. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. **Submission of Complaint** – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. **Assumption of Rights to Civil Remedy** - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
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 February 20, 2018, 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. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
 28. **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.
 29. **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


- A. 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;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. 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.
 - b. 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.
 - D. 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:
 - 1. inspection date;
 - 2. location;
 - 3. distress types; and
 - 4. maintenance scheduled or performed.
 - E. 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.
- 30. Projects Which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

#

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.¹

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____
(Signature of Sponsor's Attorney)

¹ 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.²

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____

(Signature of Sponsor's Attorney)

² 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.³

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____

(Signature of Sponsor's Attorney)

³ 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.



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Executive Orders

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

Federal Regulations

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

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,

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.

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

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.

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

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.



**FAA
Airports**

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

Updated: 2/20/2018

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

NUMBER	TITLE
70/7460-1L Change 1	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
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	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
150/5340-30J	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 Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction 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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 6, 2018
Airport/Planning Area	Grand Junction Regional Airport
AIP Grant Number	3-08-0027-060-2018 (Contract No. DOT-FA18NM-1051)
DUNS Number	156135394

TO: 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 29, 2017, 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 (construct remote transmitter receiver – reimbursable agreement and utilities)

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 \$610,383.
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):
\$610,383 for airport development or noise program implementation
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 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. 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 August 31, 2018, 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 for 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. 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 866-705-5771) or on the web (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 invoicing 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 agreement.
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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
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 the 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. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.


- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;

- f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. **Submission of Complaint** – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** – A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. **Assumption of Rights to Civil Remedy** - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
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 February 20, 2018, 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. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
 28. **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.

#

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.¹

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____
(Signature of Sponsor's Attorney)

¹ 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.²

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____
(Signature of Sponsor's Attorney)

² 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.³

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____

(Signature of Sponsor's Attorney)

³ 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.



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Executive Orders

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

Federal Regulations

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

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,

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.

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

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.

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

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.



**FAA
Airports**

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

Updated: 2/20/2018

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

NUMBER	TITLE
70/7460-1L Change 1	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
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	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
150/5340-30J	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 Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction 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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 6, 2018</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-061-2018 (Contract No. DOT-FA18NM-1052)</u>
DUNS Number	<u>156135394</u>

TO: 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 July 20, 2018, 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 (earthwork, detention ponds, utilities, and perimeter road – design only)

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 \$900,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$900,000 for airport development or noise program implementation
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 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. 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 August 31, 2018, 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 for 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. 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 866-705-5771) or on the web (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 invoicing 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 agreement.
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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
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 the 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. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

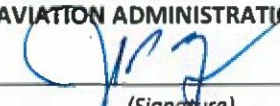
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;

- f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. **Submission of Complaint** – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. **Assumption of Rights to Civil Remedy** - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
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 February 20, 2018, 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. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
 28. **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.
 29. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

#

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)
John P. Bauer

(Typed Name)
Manager, Denver Airports District Office

(Title 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.¹

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____
(Signature of Sponsor's Attorney)

¹ 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.²

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____

(Signature of Sponsor's Attorney)

² 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.³

Executed this _____ day of _____, 2018.

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 _____, 2018.

By _____

(Signature of Sponsor's Attorney)

³ 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.



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Executive Orders

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

Federal Regulations

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

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,

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.

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

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.

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

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.



**FAA
Airports**

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

Updated: 2/20/2018

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

NUMBER	TITLE
70/7460-1L Change 1	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
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	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
150/5340-30J	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 Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction 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

AUTHORIZING THE ACCEPTANCE OF THREE GRANT OFFERS AND EXECUTION OF GRANT AGREEMENTS IN SUPPORT OF THE RUNWAY CONSTRUCTION PROJECT AT GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

In 2016 the Grand Junction Regional Airport Authority (GJRAA) began a multi-year program to relocate the primary runway (Runway Project.) The Runway Project is intended to improve air service by upgrading runway 11/29, the taxiway and the construction of the remote transmitter receiver for 11/29.

The GJRAA has received three grant offers from the Federal Aviation Administration (FAA) in the amount \$3,022,383.00 for the Runway Project. The City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Agreement(s) with the GJRAA. Acceptance of the grants has no direct fiscal impact or spending requirement on the City.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration (FAA) in the amount of \$3,022,383.00 in support of the runway and taxiway renovation and expansion project.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$3,022,383.00 in support of the Grand Junction Regional Airport Authority Runway Project.

Barbara Traylor Smith
President of the Council and Mayor

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: August 15, 2018

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Amending Section 24.12.140, 24.12.160, 24.12.170, and 24.12.180 of the Greater Downtown Overlay (Title 24 of the Grand Junction Municipal Code) Regarding Design Guidelines and Standards in the Greater Downtown Transitional and Residential Area

RECOMMENDATION:

The Planning Commission reviewed this request at their July 24, 2018 meeting and recommended approval (7-0).

EXECUTIVE SUMMARY:

Initiated by the Community Development Director, this request is to amend sections of the Greater Downtown Overlay to revise design standards and guidelines for the Residential and Transitional areas. In general, these revisions include creating more consistent language for defining terms, to remove specific requirements for pitched roofs, and to remove the term "residential" from architectural references in the Transitional Area.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Planning Commission has been actively reviewing issues related to potential redevelopment in the downtown neighborhoods. At its April 5, 2018 workshop, the Planning Commission discussed the design standards and guidelines for the Residential and Transitional areas. After discussing projects that had been constructed implementing the existing design standards and guidelines, the Commission felt that

the standards and guidelines struck a good balance between being too prescriptive and not prescriptive enough. The Commission emphasized that it was important to recognize the historic character of the area but that new projects should also be recognizable as new and be encouraged to incorporate new or more contemporary designs while utilizing designs that are sensitive to their surroundings.

Based on the application of the design standards and guidelines in several recent projects, staff and the Commission, at their April 19, 2018 meeting, found that some of the text would be improved by more consistent language; that the highly prescriptive requirement for pitched roofs should be removed; and that removing the term “residential” from the architectural references for projects in the transitional area would be helpful given that a significant number of structures are not currently being used for residential purposes. The recommended revisions to the standards and guidelines are attached in the proposed ordinance.

The Planning Commission met with the City Council on June 14, 2018 to review the findings and recommendations from these workshop discussions. The boards jointly directed staff to bring forward a text amendment capturing the recommendations of the Planning Commission regarding the modifications to the design standards and guidelines of the Residential and Transitional area overlays.

ANALYSIS

In accordance with Section 21.02.140(c), an Application for an amendment to the text of this Code shall address in writing the reasons for the proposed amendment. No further criteria for review are provided. Reasons for the proposed amendments are described in Section III. Background of this staff report. Proposed revisions are attached.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the proposed amendments to sections 24.12.130, 24.12.140, 24.12.160, 24.12.170 and 24.12.180 regarding Greater Downtown Overlay Residential and Transitional Area standards, guidelines and policies the following findings of fact have been made:

1. The amendments assist in meeting the intent and goals of the City regarding the purpose, intent and policies related to the Residential and Transitional Areas of the Greater Downtown Overlay.

Therefore, the Planning Commission recommended approval of the request to amend the Greater Downtown Overlay.

FISCAL IMPACT:

There is no fiscal impact related to this code text amendment.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4812, an ordinance amending parts of the downtown overlay (title 24 of the grand junction municipal code) regarding policies, standards and guidelines of the residential and transitional areas on final passage and order final publication in pamphlet form.

Attachments

1. Draft Ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING PARTS OF THE DOWNTOWN OVERLAY (TITLE 24 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING POLICIES, STANDARDS AND GUIDELINES OF THE RESIDENTIAL AND TRANSITIONAL AREAS.

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan and Greater Downtown Master Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

The proposed amendments to sections of the Greater Downtown Overlay address revisions to the design standards and guidelines for the Residential and Transitional areas. In general, these revisions include creating more consistent language for specific terms, removing specific requirements for pitched roofs, and removing the term "residential" from architectural references in the Transitional Area.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed Greater Downtown Overlay amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Greater Downtown Overlay amendments are necessary to maintain effective regulations to implement the Greater Downtown Master Plan.

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

Subsections 24.12.130(a) and (c) of the Grand Junction Municipal Code (Development Regulations - Downtown District Guidelines and Standards) is amended as follows (additions underlined, deletions struck through):

24.12.130 Standards.

(a) Architectural Considerations.

(1) **Building Style and Character.** Maintain the existing character of the house styles within the residential neighborhoods in the Downtown District. New construction and alterations shall be compatible with key architectural characteristics and site elements of the neighborhood area.

(2) **Accessory Structure Setbacks.** The setback for accessory structures is a zero-foot setback from the alley and three feet from neighboring property line(s).

(3) Building Mass/Scale and Proportion. New buildings or additions to existing buildings shall be visually compatible with the area. Visually compatible means compatible with adjacent and neighboring buildings including mass and scale, shape, windows, doors, openings, roof shape, roof pitch and orientation.

(4) Roof Shape. The roofs of new buildings shall be visually compatible with adjacent buildings. ~~dwelling~~. ~~If pitched, the roof pitch shall be at least 4:12.~~

(5) Fenestration. The pattern of windows and doors on structures shall be visually compatible with surrounding residential buildings in the area structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of many of the residential styles in the downtown area.

(6) Materials. The exterior materials of all new buildings, additions and alterations shall be similar in size and appearance to adjacent area buildings ~~dwelling~~.

(7) Setbacks. On a corner lot, the front yard setback for that part of the yard that extends to and along the side property line on the street side may be reduced to 10 feet on properties within the Downtown District residential subareas. On corner lots where an existing parkway strip exceeds 10 feet in width between a sidewalk and the curb, the front yard setback on a side street may be reduced to 5 feet.

(c) Multifamily Development.

(2) Break up the mass of larger buildings into forms that are similar in scale to the ~~single-family residential~~ character.

(3) Facades must be composed of smaller sections, similar in scale and material finish to ~~single-family residential~~ structures.

The remaining subsections of Section 21.12.130 shall remain in full force and effect.

Subsections 24.12.140(c) and (e) are amended as follows (additions underlines, deletions struck through):

24.12.140 Guidelines.

(c) Each new building and addition should be located so that it aligns with existing neighborhood-buildings in the area. “Aligns” means elevation (e.g., horizontal lines of peaks of roofs, cornices and window sills) and plan (e.g., setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).

(e) New buildings and additions should have the same number of stories and a height which is compatible with buildings ~~within the same block~~ in the area.

The remaining subsections of Section 21.12.130 shall remain in full force and effect.

Sections 24.12.160 is amended as follows (additions underlines, deletions struck through):

24.12.160 Policy.

The peripheral areas of the CBD provide a mix of established residential uses and low intensity, nonretail, neighborhood service and office uses that are compatible with adjacent residential uses and neighborhoods. New development or reuse of existing structures will maintain compatibility with residential building scale and appearance in the area.

Section 24.12.170 is amended as follows (additions underlines, deletions struck through):

24.12.170 Standards.

(a) Land Use and Development Intensity.

(1) ~~Any mix of residential and nonresidential uses on the same lot shall be located in the same structure.~~

(2) ~~No-Non-residential~~ uses within the transitional subareas shall not open earlier than 7:30 a.m. and shall close no later than 8:00 p.m.

(b) Architectural Considerations. New ~~residential or nonresidential~~ construction, including additions and rehabilitations, in the transitional subareas shall be designed to have a single-family residential character consistent with existing buildings in the area. "Consistent" means the operational, site design and layout, and architectural considerations described below.

(1) ~~Every n~~ New principal buildings shall be located so that it aligns with existing buildings ~~within the same block in the area.~~ "Aligns" means elevation (e.g., horizontal lines of peaks of roofs, cornices, window sills) and plan (e.g., setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).

(2) Main Building entrances shall open onto face a street or architectural features shall be provided that visually suggest an entrance. ~~and shall vertically align with those of adjacent residential buildings in the same block. For example, in areas adjacent to the transitional subareas, raised foundations and steps that define the main entrance are prevailing residential characteristics.~~ Door styles shall be similar to those found on residential buildings.

(3) Each new principal building, its mass in relation to open spaces and its windows, doors, and openings shall be visually compatible. Visually compatible means compatible with ~~adjacent and neighboring buildings in the area,~~ including mass, shape, window, doors, openings, roof shape, roof pitch and orientation. For example, a large building shall be compatible with surrounding smaller dwellings by dividing its mass into smaller components to create a building elevation that is more like the size and proportion of the ~~nearby single-family homes~~ buildings in the area.

(4) The roofs of new principal buildings or additions to principal buildings shall be visually compatible with buildings within the same block in the area. ~~When pitched, the roof pitch shall be at least 4:12.~~

(5) Window and door spacing on structures shall be visually compatible with surrounding residential structures in the area. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of certain residential styles near the transitional subareas.

(c) Signs.

(1) Flush wall signs and monument signs shall be the only sign type allowed. ~~Only one real estate sign advertising the property for sale or lease shall be allowed and shall not exceed 10 square feet.~~

(2) Signs shall be located at least 10 feet behind the front property line. Total sign area, ~~excluding real estate signs advertising the property for sale or lease,~~ shall not exceed 25 square feet per street frontage. The sign allowance for one street frontage may be transferred to a side of a building that has no street frontage, but cannot be transferred to another street frontage. Monument signs shall not exceed eight feet in height.

(d) Parking and Site Development.

(1) Non-single-family uses in the transitional subareas shall be designed and utilized not to increase on-street parking in front of single-family dwellings in the neighborhood.

- ~~On-site parking shall be provided pursuant to the Zoning and Development Code; and~~

(2) Service entrances, loading areas and dumpster areas shall be located only in the rear or side yard. If the property has more than one street frontage, the rear or side shall mean on the opposite side of the building from the front door or the main public door entrance to the building; and each loading area shall be screened from each abutting residential use. ~~or zone.~~

Section 24.12.180 is amended as follows (additions underlines, deletions struck through):

24.12.180 Guidelines.

(a) New buildings should have the same number of stories and a height which is compatible with those of ~~nearby single-family residential~~ buildings in the area.

(b) The exterior of all new buildings, additions and alterations should be similar in size and appearance to ~~nearby dwelling~~ buildings in the area.

(c) Sign materials should be visually compatible with materials used on the building facade.

The remainder of Title 24, Chapter 12 (Downtown District Guidelines and Standards) shall remain in full force and effect and not modified by this Ordinance.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: August 15, 2018

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 (Title 21 of the Grand Junction Municipal Code) allowing and regulating Short Term Rentals and incorporating Bed and Breakfasts as Short Term Rentals

RECOMMENDATION:

The Planning Commission reviewed this request at their July 24, 2018 meeting and recommended approval (7-0).

EXECUTIVE SUMMARY:

Initiated by the Community Development Director, this request is to amend sections of the of the Zoning and Development Code allowing and regulating Short Term Rentals and incorporating Bed and Breakfast as a Short Term Rental.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Despite the presence and growing supply of short-term rentals, the Grand Junction Municipal Code (GJMC) only allows these uses in commercially zoned areas and it does not allow for these uses in residentially zoned areas. Most short-term rentals are currently operating in zone districts that do not allow this use, however, the City has not actively pursued enforcement of code violations of these units. Because of the uniqueness of this use, most communities have found short-term rentals fall outside of the traditional definitions of Lodging and thus warrant their own unique definition and in many cases their own standards.

The City Council and Planning Commission met in a March 8, 2018 workshop to discuss Short Term Rentals, revenue collection and potential regulations. Direction received therein was to convene a group of stakeholders that could discuss and make recommendations to the Planning Commission and Council regarding potential regulations.

Staff convened a Short Term Rental Working Group (Working Group) comprised of 14 diverse individuals representing current short term rental property owners/managers, traditional lodging facilities, real estate professionals, and neighborhood associations as well as City staff from legal, planning, and Visit Grand Junction and the contract Building Official from Mesa County. The Working Group met on April 13, 2018 and May 14, 2018 to discuss short term rentals in the City of Grand Junction. The group was asked to provide recommendations regarding the use and any regulations the City should consider adopting.

The group considered and discussed five major regulatory areas relating to potential impacts of short term rentals in a community:

1. Protection of Neighborhood Environment. Noise, late night parties, trespassing, increased traffic, and visitors generally not being neighborly.
2. Protection of Physical Characteristics. Absentee property owners can be less attentive to routine maintenance such as painting, lawn maintenance, tree and shrub pruning and trash removal.
3. Revenue. If the property owner does not obtain a State sales tax license, this can mean loss of both sales tax and lodging tax revenue for the City.
4. Fairer Competition with Licensed Lodging. Lack of regulation for short-term rentals may result in unfair competition for hotels, motels and bed and breakfasts that must pay higher taxes and abide by more stringent site development and building codes.
5. Protection of Renter Safety. Health and safety concerns may be present in residential units which are rented like a commercial establishment but are not required to meet commercial building codes.

Drawing from regulations established by other communities and from their respective areas of expertise, the members of the Working Group recommended that the City focus on three areas of regulation, in order of importance: 1) Guest Safety, 2) Revenue Collection, and 3) Protection of Neighborhoods.

Guest Safety. The safety of the public and the guests using the short term rental facilities was of paramount concern to the Working Group. The group recommended

that there be mandatory life-safety requirements for short term rental properties to protect the life, health and welfare of guests, including:

- Installation of preventative equipment, including smoke detectors, fire extinguishers and carbon monoxide monitors;

- Required posting within the unit of emergency information including building exits, emergency contact information, and local property manager/representative contact;

- Maximum occupancy limit for each unit based on two people per bedroom, plus two additional people unless otherwise approved by the Director;

- Allowing only rooms with adequate egress to be rented as sleeping space.

To ensure basic life-safety equipment is installed and appropriate information made available to guests, the Working Group recommended each property be required to complete a one-time initial inspection by the Mesa County Building Department for these life safety issues. The Mesa County Building Official was involved in this discussion and noted that this is something his staff could manage and that the Mesa County Building Department currently charges \$35 for this type of inspection. The Building Official would also report back to the City and rental unit operator what the maximum occupancy would be based on bedroom count, egress and additional safe sleeping space.

Revenue Collection. The Working Group's second concern was that short term rental facilities were seen as legitimate businesses and as such they needed to pay the required sales and lodging tax. To help ensure they collect and remit taxes, the group recommended that owners of short term rentals be required to demonstrate they had obtained a sales tax license from the City.

Protection of Neighborhood. Protection of the neighborhood environment was the third area of impact the Working Group considered important. The focus from the Working Group in this area was to not create any new or specialized restriction, but to ensure that the property owner/manager and renters are made aware of the City's regulations regarding excessive noise, parking, and trash removal, and that posting on the property included such information.

Noise. Currently noise is regulated by Sections 8.16.010 and 9.04.030 of the Grand Junction Municipal Code. Section 8.16.010 declares it unlawful to make, continue or cause any unusually loud noise between the hours of 8 p.m. and 6 a.m., and Section 9.04.030 prohibits unreasonably loud or unusual noises which seriously inconvenience other persons in the area. The Group recommended that each permit issued provide this information to the owner/operator of the rental unit and that posting of the unit

include information about the noise ordinances.

Parking. The City's Zoning and Development Code prescribes that each new single family home have two parking spaces per unit while each multi-family home is required to have 1.25 parking spaces per unit for one bedroom units, 1.5 parking spaces per unit per two bedroom units and 2 parking spaces per unit for 3+ bedroom units. However, many homes in existing historic areas may not meet these requirements due to existing site conditions. The Working Group did not want to impose any additional requirements on short term rentals that operate within single-family and multi-family home units, but wanted to ensure that guests of units were made aware of appropriate places to park versus areas that may be a nuisance to surrounding residential homes.

Required Posting. The Working Group recognized that not all information that is delivered to the operator is conveyed to the guests. Though most online rental platforms have a "house rules" agreement that guests are required to sign, few likely read them. To address this, the Working Group recommended there be a required posting (internal to the property) that indicates the following information:

- o City Permit Number
- o Maximum Occupancy
- o Emergency Contact Information
- o Local Representative's 24-hour Contact Information
- o City "Quiet Hours" 8 p.m. to 6 a.m.
- o Trash pickup and trash instructions

To implement these regulations, the Working Group recommended the following:

Permitting. The Working Group recommended creating a mandatory permitting requirement, with the primary purpose of ensuring these regulations were followed and to ensure the collection of sales and lodging tax. The Working Group recommended that all owners of short term rentals, new and existing, be required to submit an application and site plan sketch for review, provide its tax license, completion of an on-site inspection for life safety issues, and obtain a permit. The permit would run with the land, but would require a no-cost annual update affirming that the property continues to be used for the short term rental purpose, that the permit requirements are still being met, and updating contact information that may have changed since the prior registration. The annual update would likely be distributed by a brief survey form online or by mail.

Being Neighborly. Of utmost importance to the Working Group was the community's expectation and culture regarding the operations and maintenance of short term rental properties. The Working Group wanted to help promote and encourage each unit operator to be neighborly and attentive to potential issues and complaints that might

occur. To help deliver this information to current and future operators, the Working Group recommended that an informational brochure be created and distributed during the permitting process that provides “best practices” and community expectations for those operating the rental units that would serve to foster a culture of respect and neighborliness between those operating rental units and the surrounding neighborhood. This brochure would include information about contacting adjacent property owners, managing trash, yard maintenance, licensing and permitting requirements, and other pertinent information.

Parity for other Lodging Facilities. During the discussion regarding short term rental facilities, it was noted that the City should consider equitable regulations for other types of lodging facilities, specifically Bed and Breakfasts. For example, Bed and Breakfast facilities with 4 to 5 rooms are required to seek a Conditional Use Permit requiring a Planning Commission hearing if they are located within a residential zone district ranging from R-R to R-8. Other standards (regardless of the number or rooms) require Bed and Breakfast facilities to limit length of stay to 30 days, require guestrooms to be located only within a principle structure (not an Accessory dwelling unit), and approval by the building department based on building code prior to permitting. The Working Group recommended the City review the standards for Bed and Breakfasts along with other lodging facilities to ensure that there was parity, as appropriate between the different uses and their required standards.

Based on this direction, Staff reviewed the definition, standards and other regulations pertaining to Bed and Breakfast uses. It was found this use is substantially similar to short term rentals and as such, staff recommends including bed and breakfasts within the definition of short term rentals, thereby subjecting them to the same set of standards, permitting and regulations as required for short term rentals.

Zoning and Development Code Revisions. Four sections of the Zoning and Development Code need to be modified to implement the Group’s recommendations: (1) inclusion of use-specific standards for short term rental use, (2) modification of the Use Table allowing Short Term Rentals in all zone districts allowing residential uses, (3) deletion of special requirements for bed and breakfasts, and (4) including a definition of short term rental and modifying the definition of bed and breakfast in the Definitions section (21.10) of the Code.

The City Council and Planning Commission met in a workshop held on June 14, 2018 to review the working group’s recommendations. The direction from that workshop was to move forward with the proposed modifications to the Zoning and Development Code reflecting the Working Group’s recommendations. Proposed revisions are attached for review.

ANALYSIS

In accordance with Section 21.02.140(c), an Application for a text amendment must address in writing the reasons for the proposed amendment. No further criteria for review are provided. Reasons for the proposed amendments are given in Section III. Background of this staff report.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the proposed amendments to Sections 21.04.030(h), 21.10.020, 21.04.010, and 21.06.050 allowing and regulating Short Term Rentals and incorporating Bed and Breakfast as a Short Term Rental, ZCA-2018-335, the following findings of fact have been made:

1. The amendments adequately define short term rentals and provide appropriate standards, regulation and administration processes governing that land use within the City.

Therefore, the Planning Commission recommended approval of the request to amend the Zoning and Development Code.

FISCAL IMPACT:

The proposed fee for the permitting of a short term rental within the City is \$150, of which approximately \$35 will be paid to Mesa County for the required inspection of the rental unit. Indirect fiscal impact may come as the result of better tracking and enforcement regarding the payment of sales and lodging tax for short term rentals.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4813 an Ordinance amending Section 21.04.030(h), 21.10.020, 21.04.010 and 21.06.050 of the zoning and development code (Title 21 of the Grand Junction Municipal Code) allowing and regulating Short Term Rentals and incorporating Bed and Breakfasts as a Short Term Rental on final passage and order final publication in pamphlet form.

Attachments

1. Short Term Rentals Ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21.04.030(H), 21.10.020, 21.04.010, AND 21.06.050 OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) ALLOWING AND REGULATING SHORT TERM RENTALS AND INCORPORATING BED AND BREAKFAST AS A SHORT TERM RENTALS.

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed Zoning and Development Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Zoning and Development Code amendments are necessary to maintain effective regulations to implement the Comprehensive Plan.

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

The Zoning and Development Code is amended as follows (additions underlined, deletions struck through)

21.04.030 (h) ~~Bed and Breakfast.~~ All bed and breakfast uses shall be subject to the following standards:

- (1) ~~Structures shall not be altered in a way that changes the general residential appearance;~~
- (2) ~~A minimum of one parking space shall be provided for each guest bedroom and two spaces for the owner. Additional parking shall be required if reception or party space is available. If four or more uncovered off-street parking spaces are provided, visual screening from adjacent residential uses shall be required;~~
- (3) ~~One sign shall be allowed, with a size limit of two square feet on roads with a speed limit of 30 miles per hour or less and six square feet on roads with a speed limit greater than 30 miles per hour. Internally illuminated signs are not allowed. Externally illuminated signs must meet the standards of GJMC 21.06.070;~~

- ~~(4) No receptions, private parties or similar activities for which the owner receives a fee shall be permitted unless expressly approved through the review and approval of a conditional use permit;~~
- ~~(5) The maximum length of stay shall be 30 days;~~
- ~~(6) All guestrooms shall be located within the principal structure;~~
- ~~(7) Other than registered guests, no meals shall be served to the general public unless expressly approved. No cooking facilities shall be allowed in the guest rooms;~~
- ~~(8) All bed and breakfast establishments must comply with Mesa County Health Department regulations. Written approval by the Mesa County Health Department is required prior to approval by the City; and~~
- ~~(9) All bed and breakfast establishments shall comply with fire code and building code requirements. Written approval by the governing fire district and building department is required prior to approval by the City.~~

Short-Term Rentals

(1) Purpose

The purpose of this regulation is to allow short-term rentals in certain zone districts in the City with a permit and with regulation to assist in protecting the health, safety, and welfare of property owners, neighbors, and occupants.

(2) Applicability

These regulations apply to all uses meeting the definition of short-term rental. Private covenants running with land may restrict or prohibit short-term rentals; it is the responsibility of the property owner, not the City or any employee or agent thereof, to ensure compliance with restrictive covenants.

(3) Definitions

Short-term rental is a type of lodging wherein a dwelling unit, either in full or in part, is rented to a temporary occupant(s) for monetary consideration for fewer than thirty (30) consecutive days. A bed and breakfast is, for purposes of this Title 21, a type of *short-term rental*. Likewise, a home used similar to a Rooming/Boarding House but where stays are fewer than 30 consecutive days is also a *short-term rental*. *Short-term rental* does not include shelters or other transient lodging as defined as a Community Service use.

(4) Permit Required.

No person or entity shall sell lodging to a temporary occupant(s) a dwelling unit for fewer than 30 consecutive days without first having obtained a short-term rental permit issued by the City and complying with any conditions or restrictions thereof. A short-term rental permit is valid for the life of the short-term rental use, subject to annual re-registration in a form prescribed by the City. A separate short-term rental permit is required for each short-term rental unit. A short-term rental permit may be issued only to the owner of the property used for short-term rental. A short-term rental permit may be issued by the Director upon finding that the requirements of this section 21.04.030.h. are met. A permit may contain conditions and restrictions.

(5) Occupancy.

(i) The number of occupants at any given time in a short-term rental unit shall not exceed two (2) persons per bedroom plus two (2) additional renters, including the operator, except where the Director determines that the size, configuration and/or structural features of the unit allow greater or lesser occupancy.

(ii) The permit shall specify the maximum occupancy of the unit.

(6) Designated local responsible party.

(i) The property owner shall designate one or more local person(s) who will be permanently available and responsible for immediately responding to complaints about or violations of law or of permit terms. "Local" as used herein means having a permanent address within a twenty (20) mile radius from the short-term rental property and a 24-hour contact phone number.

(ii) The designated local responsible party may be the owner of the property if he or she meets the "local" criteria.

(iii) The designated local responsible party must be authorized by the property owner to permit inspection of the premises by the City and/or its agent or employee to ensure compliance with applicable fire and building codes and with the requirements for and/or of the short-term rental permit.

(7) General Requirements. The owner of a dwelling used or to be used as a short-term rental shall:

(i) obtain a tax license from the City of Grand Junction and comply with all applicable local, state, and federal taxes;

(ii) demonstrate and certify that the unit contains the following on the premises at all times:

(A) a smoke detector in good working order;

- (B) a carbon monoxide detector in good working order;
- (C) adequate and functional building egress from each sleeping room in the unit;
- (D) posted notice providing in detail the following information in a highly visible location and readily accessible form:
 - a. location of building exits and fire extinguishers
 - b. 24-hour emergency contact information
 - c. parking areas and parking restrictions, including a notice that parking on lawns is not allowed
 - d. noise restrictions and quiet hours
 - e. trash disposal instructions including trash pickup location and schedule
 - f. maximum occupancy restrictions
 - g. City permit number

(iii) Certify all units maintain a fire extinguisher in good working order;

(iv) permit inspection of the premises by the City or its agent or employee during the pendency of the permit application, and thereafter upon reasonable notice;

(v) provide with its application a sketch or drawing of the unit that depicts all rooms, doors and windows, including dimensions, and shows on-site areas available for guest parking;

(vi) if the short-term rental unit is accessed by a shared driveway, provide the City with a copy of a written instrument authorizing use of the driveway for short-term rental purposes;

(vii) provide the name, address and phone number of the designated local responsible party to the City, and update such information with the City whenever it changes;

(viii) register annually with the City, certifying that the permit terms and requirements are still being met and updating any material changes to the unit or property;

(ix) where food is prepared and served to guests/lodgers on the premises, demonstrate compliance with Mesa County Health Department regulations.

(8) Revocation, suspension, and appeal.

(i) A short-term rental permit may be suspended or revoked for any of the following reasons:

(A) The owner or designated responsible party has failed to comply with a requirement of this Section 21.04.030(v).

(B) The owner or designated responsible party has failed to comply with a condition of or restriction set forth in the short-term rental permit.

(C) The owner has failed to collect or remit lodging taxes or otherwise comply with local, state and/or federal tax requirements.

(D) Materially false or misleading information has been provided to the City by the applicant, owner or designated responsible party on an application.

(E) The City has received excessive and substantial complaints by neighbors or affected persons that were not adequately and timely addressed by the owner or designated responsible party.

(ii) Notice of revocation shall be provided to the owner, who shall then be given an opportunity to respond within 10 days. The Director will issue any decision to revoke or suspend a permit within 10 days of the response date.

(iii) Any aggrieved person may appeal the issuance, denial, suspension, or revocation of a short-term rental permit to the Zoning Board of Appeals within 10 days of the issuance of the decision.

The definition of *bed and breakfast* in Section 21.10.020 is amended as follows (additions underlined; deletions struck through):

Bed and breakfast means a house, or portion thereof, where short-term lodging rooms and meals are provided and where the~~—~~The operator of the house ~~in~~ shall ~~live~~ lives on the premises or in adjacent premises. A bed and breakfast is a type of short-term rental.

A definition of *short-term rental* is added to Section 21.10.020 as follows (additions underlined; deletions struck through):

Short-term rental is a type of lodging wherein a dwelling unit, either in full or in part, is rented to a temporary occupant(s) for monetary consideration for fewer than thirty (30) consecutive days.

All other definitions in Section 21.10.020 shall remain unchanged and in full force and effect.

The table in Section 21.04.010 (Use Table) is amended to add a row for the principle use of “Short-Term Rentals” allowed in all zone districts where residential uses are allowed, and referencing the use-specific standards of

Section 21.04.030(v), and deleting the principal use of “Bed and Breakfast,” which shall be a use type that is included in the principal use “Short-Term Rentals,” all as shown in the table excerpt below (additions underlined, deletions struck through):

Key: A = Allowed; C = Conditional; Blank Cell = Not Permitted																								
USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2	MX-	Std.
COMMERCIAL																								
Lodging – hotels, motels, short-term rentals and similar establishments	Hotels and Motels																							
	Bed and Breakfast (1–3 Guest Rooms)	A	A	A	A	A	A	A	A	A	A	A	A	A					A	A	A			21.04.030(h)
	Bed and Breakfast (4–5 Guest Rooms)	C	C	C	C	C	C	C	A	A	A	A	A	A					A	A				See GJMC 21.03.090 21.04.030(h)
	<u>Short-Term Rentals</u>	A	A	A	A	A	A	A	A	A	A	A	A	A					A	A				<u>21.04.030(h)</u>

The other sections of the Use Table shall remain unchanged hereby and in full force and effect.

The table in Section 21.06.050 (Parking Table) is amended to delete the reference to the parking required for a bed and breakfast, which shall now be considered a *short-term rental* and regulated as such, as follows (deletions struck through):

(c) **Off-Street Required Parking.** The table below shows the number of parking spaces required for the uses indicated. The number of spaces required may be modified through the alternative parking plan described.

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF VEHICLE SPACES
RESIDENTIAL		
Group Living	Nursing Homes; Assisted Living Facility; Treatment Facility; Group Living Facilities	1 per 4 beds + 1 per each 3 employees
	Fraternities/Sororities	1.5 spaces for each sleeping room plus 1.5 spaces for every 4 active nonresident members of the fraternity/sorority plus 1 space for every 3 staff employed at the facility.
	Boarding and Rooming House	1 space for each room available for rent plus 2 spaces
	Other Group Living (e.g., dormitory style living)	0.8 parking spaces per bed
Household Living	Business Residence	1 per residence + business parking

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF VEHICLE SPACES
	Bed and Breakfast	1 per guest room + 2 spaces for owner's portion
	Accessory Dwelling Unit	1 per unit
	Single-Family, Two-Family	2 per unit
	Multifamily – 1 bedroom	1.25 per unit
	Multifamily – 2 bedroom	1.5 per unit
	Multifamily – 3+ bedroom	2 per unit

The other sections of the Parking Table shall remain unchanged hereby and in full force and effect.

Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: August 15, 2018

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning the River Walk Subdivision from R-4 (Residential - 4 du/ac) to R-8 (Residential - 8 du/ac), Located at 3125 D Road

RECOMMENDATION:

Planning Commission heard this item at their July 24, 2018 meeting and recommended approval (7-0) of the R-8 (Residential - 8 du/ac) zone district.

EXECUTIVE SUMMARY:

The Applicant, 3125 D Road LLC, is requesting a rezone of a 9.37-acre parcel of land located at 3125 D Road from R-4 (Residential – 4 du/ac) to the R-8 (Residential - 8 du/ac) zone district for the purpose of future residential subdivision development. The requested R-8 zone district is consistent with the Comprehensive Plan Future Land Use designation for the property of Residential Medium (4 – 8 du/ac).

BACKGROUND OR DETAILED INFORMATION:

The subject property is located at 3125 D Road in the Pear Park area. The property is currently vacant, undeveloped land. The Applicant is requesting to rezone the property to R-8 (8 dwelling units/acre) from its current zoning of R-4 (Residential – 4 dwelling units an acre). The Applicant is interested in developing a residential subdivision to meet the R-8 zone district densities.

The property was annexed into the City in 2007 as part of the Heron’s Nest Annexation #2. During the annexation process, the property was zoned R-4 (Residential – 4 du/ac). The R-4 zone district was in conformance with the Residential Medium (4 – 8

du/ac) designation of the City's Growth Plan at the time. Also in 2007, a Preliminary/Final Subdivision Plan application was filed with the City to develop 29 single-family detached lots on the property (Heron's Nest Subdivision), which received approval from the City Planning Commission in 2008, however due to the beginning of the local downturn in the economy at the time, the Final Subdivision Plan proposal never materialized and eventually the application expired in 2011.

Properties adjacent to the subject property to the east is vacant land (19 acres in size) and a residential subdivision (River Trail Subdivision – 5.71 dwelling units to the acre), both of which are currently zoned R-8 in the City. To the west is the River Bend Subdivision that contains areas that are located in both the City and County jurisdictions and provides a mixture of single-family detached and attached dwelling units. The area of River Bend that is located within the City is zoned R-8 with the County portions zoned PD (Planned Development) with an overall subdivision residential density of 4.82 dwelling units to the acre. Directly to the south is a portion of the Riverfront Trail system located on property owned by the Colorado Division of Wildlife and to the north are single-family detached homes located on larger acreage with a mixture of City and County jurisdiction including R-5 zoning (Residential – 5 du/ac) in the City and RSF-R zoning (Residential Single Family – Rural) in the County. Also to the northeast is the Grove Creek Subdivision located within Mesa County and zoned RMF-5 (Residential Multi-Family – 5 du/ac) with an estimated density of 4.32 dwelling units to the acre.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

(1) Subsequent events have invalidated the original premise and findings; and/or

The existing property was annexed and zoned R-4 in 2007. In 2010 the City of Grand Junction and Mesa County jointly adopted a Comprehensive Plan, replacing the Growth Plan and establishing new land use designations. The Comprehensive Plan includes a Future Land Use Map which identifies this property to be designated as Residential Medium (4 – 8 du/ac), which is the same designation that was identified on the property when the property was annexed and zoned in 2007. Both the Applicant's proposed zoning of R-8 as well as the existing zoning of R-4 implements the Future Land Use Map designation of Residential Medium (4 – 8 du/ac). The existing zoning of R-4 continues to be a valid zoning under the Comprehensive Plan, nor has staff found other subsequent events to have invalidated the original premise of the existing zoning, therefore finds this criterion has not been met.

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

The residential character within the immediate vicinity of the proposed rezone has changed in that it has continued to be developed with new residential structures/subdivisions with densities allowed within the R-8 zoning district. This includes the addition of the adjacent River Trail Subdivision that first developed in 2012 and has an existing zoning designation of R-8.

The general character of the area is residential with a mix of attached and detached single-family product. The number of dwelling units in the area continues to increase and the broader area of the Pear Park area has seen a variety of development pressures including single-family and multi-family residential product since the property was annexed and zoned in 2007. Staff has found the area has changed overtime with additional R-8 zoning being added to the area including the River Trail and River Bend Subdivisions and therefor the zoning request is consistent with both the Comprehensive Plan and the surrounding uses and densities. Therefore, staff finds this criterion has been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve the residential land uses allowed in the R-8 zone district. Clifton Water and City sanitary sewer are presently located within the D Road right-of-way. The property can also be served by Xcel Energy electric and natural gas. Access to commercial facilities, retail, offices and restaurants, etc., can be accessed from either 30 or 32 Roads via D Road. Grand Valley Transit (GVT) also provides bus service stops along D Road. In addition, the property is located nearby to Chatfield Elementary School. Staff has found there to be adequate public and community facilities available to serve the R-8 zone district and its potential uses therefore, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The R-8 zone district comprises the largest amount of residential acreage within the City limits at over 1,868 acres. Much of the recent and current development activity that has taken place within the city in the R-8 zone districts has been developed at the lowest end of the allowable density range at a density of 5.5 dwelling units per acre. Because development continues to put downward pressure on the overall developed densities of properties within the City there is a growing need to be able to accommodate the longer-term future growth of the City's population. It is therefore

Staff's opinion that there is an inadequate supply of suitably designated lands (R-8 or higher) to accommodate for the densities necessary to accommodate for future residential growth and the proposed land use herein. Staff therefore, finds this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will derive benefits from the proposed rezone by creating an opportunity to develop from 5.5 dwelling units per acre up to 8 dwelling units per acre on the property. This zone district provides additional residential housing opportunities near existing neighborhoods that have compatible densities and are also within easy access of both necessary infrastructure and community amenities for future residents. The proposed R-8 zone district implements the Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac) as well as have the potential to provide for a diversity of housing types. The property is located within Pear Park and near neighborhood commercial centers, an elementary school, which could contribute positively to employers' ability to attract and retain employees. Therefore, staff finds this criterion has been met.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

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

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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.

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

Policy C: Increasing the capacity of housing developers to meet housing demand.

FINDINGS OF FACT

After reviewing the River Walk Subdivision Rezone, RZN-2018-273, a request to rezone 9.37 acres from R-4 (Residential – 4 du/ac) to R-8 (Residential – 8 du/ac) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive

Plan;

2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

FISCAL IMPACT:

This land use action for a Rezone only does not have any direct fiscal impact. Subsequent actions such as future subdivision development and related construction will have a direct fiscal impact regarding associated road and utility infrastructure installation, future maintenance and indirect fiscal impacts related to the construction of the project and associated homes.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4814, an Ordinance rezoning the River Walk Subdivision from R-4 (Residential – 4 du/ac) to the R-8 (Residential – 8 du/ac) zone district, located at 3125 D Road on final passage and order final publication in pamphlet form.

Attachments

1. Site Location, Aerial, & Zoning Maps
2. Ordinance





Comprehensive Plan Future Land Use Map





CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING THE RIVER WALK SUBDIVISION FROM
R-4 (RESIDENTIAL – 4 DU/AC) TO R-8 (RESIDENTIAL – 8 DU/AC)**

LOCATED AT 3125 D ROAD

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the River Walk Subdivision R-8 (Residential – 8 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium (4 – 8 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-8 (Residential – 8 du/ac):

THE E $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN; EXCEPT BEGINNING AT A MESA COUNTY SURVEY MARKER AT THE NORTHWEST CORNER OF LOT TWO OF SAID SECTION 22, FROM WHENCE MESA COUNTY SURVEY MARKER NO. 1382 AT THE NORTHEAST CORNER OF SAID LOT TWO BEARS N89°59'40"E 1307.47 FEET; THENCE S89°59'40"W ON THE SOUTH LINE OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 22, 326.89 FEET TO THE EAST LINE OF RIVER BEND SUBDIVISION; THENCE N00°04'13"E ON SAID EAST SUBDIVISION LINE 35.00 FEET; THENCE N89°59'40"E 326.92 FEET TO THE EAST LINE OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 22; THENCE S00°07'30"W 35.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR THE DRAINAGE OF AGRICULTURAL WASTE WATER AS RESERVED IN INSTRUMENT RECORDED DECEMBER 29, 1993 IN BOOK 2037 AT PAGE 223, COUNTY OF MESA, STATE OF COLORADO.

Said parcel contains 9.37 acres more or less.


Introduced on first reading this _____ day of _____, 2018 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 08/15/18
Citizen's Name	Andriya Krievs	
Subject	Community Center - Thank you	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date Aug 15, 2018
Citizen's Name	Richard Swingle	
Subject	08/13/18 Workshop	
Phone Number (optional)	_____	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Buce Jolumelly	
Subject	C.A.S.A. OPERATION REWARD Whole Lives Training	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

FAQs

CASA of Mesa County



What is a CASA Volunteer?

CASA stands for Court Appointed Special Advocate. CASA Volunteers are everyday citizens appointed by a judge to speak up for abused and neglected children to ensure that they have a safe and permanent home.

Is Training Provided for CASA Volunteers?

Yes. All CASA Advocates complete 30 hours of pre-service training - 15 hours of training in a classroom setting and 15 hours online. Volunteers learn about child welfare issues from experts in the field. They learn about working with the court system and the Department of Human Services, they learn about case assessment, permanency planning, interviewing techniques, and writing court reports, among other topics.

Continuing support is provided to volunteers through in-service training including monthly meetings, Lunch-n-Learns, Book Clubs and webinars. Support is also available through Peer Coordinators, experienced volunteers who coach new volunteers as they begin their first case.

What Kind of Background or Experience is Required?

No specific educational background, profession, or experience is required. CASA Volunteers are dedicated individuals of high moral character who have a strong desire to advocate for abused children. Interested individuals must complete an application, provide recommendations, be interviewed, and go through a background check.

How Much Time is Required to be a CASA Volunteer?

Each case is unique. More time is spent in the beginning of a case, researching files and court documents and conducting interviews. CASA Volunteers schedule their own time, with the exception of required attendance at court hearings and team meetings. Once familiar with the case and the parties involved, a CASA volunteer spends an average of 4 - 8 hours a month. Many CASA Volunteers balance full-time or part-time employment with their CASA duties.

How Long Does a CASA Volunteer Remain on a Case?

The CASA Advocate continues with the case until the child is either returned home or adopted. Every case is different, but the average case lasts 18 to 24 months. Often children are moved from one foster care home to another, and there can be a frequent change of case managers, judges, and hearing officers. One of the primary benefits of an Advocate is to be the one consistent person who is there for the child throughout the entire process.

How is a CASA Volunteer Different from an Attorney or DHS Case Manager?

Once appointed, the CASA Advocate becomes part of the judicial proceedings, working alongside attorneys and case managers as an appointed officer of the court. Unlike attorneys and social workers, however, the CASA Advocate speaks *exclusively* for the child's best interest.

How Does a Child in Foster Care Get a CASA Volunteer?

The Judge presiding over an active Dependency and Neglect case may choose to appoint a CASA to the case. Additionally, any person or agency having knowledge of the facts of a dependency case can request that the Judge appoint a CASA. Assignment of an Advocate is made by CASA of Mesa County, based on availability.

Speak Up
for an abused child

970.242.4191
AChildsVoice.org

