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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 15, 2012
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order
(7:00 p.m.)

Pledge of Allegiance
Invocation – Reverend Lawrence Henson, Unitarian
Universalist Congregation of the Grand Valley

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

Presentation/Recognition

July Yard of the Month

Proclamations

Proclaiming September 29, 2012 as "National Public Lands Day" in the City of Grand Junction

Council Comments

Citizen Comments

Revised August 10, 2012

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

Financial Report

Financial Report by Jodi Romero, Financial Operations Director

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the August 1, 2012 Regular Meeting

2. **Setting a Hearing on an Amendment to Title 21 of the Grand Junction Municipal Code Adopting the Flood Insurance Study of Grand Junction October 16, 2012 and New Flood Insurance Rate Maps** [File #ZCA-2012-393] [Attach 2](#)

Pursuant to the Housing and Urban Development Act of 1968, for continued eligibility in the National Flood Insurance Program, the Federal Emergency Management Agency ("FEMA") requires the City of Grand Junction ("City") to adopt the most recent Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRMs") that have been modified due to the findings in the FIS report.

Proposed Ordinance Amending Section 21.07.010(c)(2) of the Grand Junction Municipal Code to Adopt the October 16, 2012 Flood Insurance Report and the Flood Insurance Rate Maps

Action: Introduction of a Proposed Ordinance and Set a Hearing for September 5, 2012

Staff presentation: Tim Moore, Public Works and Planning Director
Bret Guillory, Utility Engineer

3. **Setting a Hearing on Amendments to Title 13 of the Grand Junction Municipal Code Provisions Regarding Storm Water Management** [Attach 3](#)

Amendments to the City's storm water management regulations are proposed in order to comply with the Colorado Department of Public Health and Environment Water Quality Control Division's most recent program recommendations and requirements.

Proposed Ordinance Amending Sections 13.28.010 (Definitions), 13.28.020(b) (Exemptions), 13.28.020(c) (Requirements), 13.28.030(e)(4) (Post-Construction Requirement of Permanent BMPs), and 13.28.040(b) and (c) (Enforcement), of the Grand Junction Municipal Code Regarding Storm Water

Action: Introduction of a Proposed Ordinance and Set a Hearing for September 5, 2012

Staff presentation: Tim Moore, Public Works and Planning Director

4. **Contract for the White Hall Asbestos Abatement and Demolition Project**

[Attach 4](#)

The purpose of the Project is to abate and remove asbestos contamination from the entire White Hall structure, and demolish the fire-damaged portions of the building.

Action: Authorize the Purchasing Division to Execute a Contract with Hudspeth and Associates, Inc. for the White Hall Asbestos Abatement and Demolition Project in the Amount of \$313,650

Staff presentation: Tim Moore, Public Works and Planning Director
Harry Weiss, DDA Executive Director
Jay Valentine, Financial Operations Manager

5. **Lease Agreement with Southside Leasing, LLC for Remnant Property Located in the Vicinity of 1101 Kimball Avenue**

[Attach 5](#)

Southside Leasing, LLC, owners of the property at 1101 Kimball Avenue (old sugar beet factory building), are proposing to lease two small parcels from the City that are remnants of Las Colonias Park that were isolated from the Park proper by construction of Riverside Parkway.

Southside Leasing, LLC will assume maintenance of the two parcels and include them in future plans for redevelopment of the 1101 Kimball Avenue property.

Resolution No. 35-12—A Resolution Approving the Lease Agreement with Southside Leasing, LLC for Property Located in the Vicinity of 1101 Kimball Avenue

®Action: *Adopt Resolution No. 35-12*

Staff presentation: Tim Moore, Public Works and Planning Director
John Shaver, City Attorney

6. **Agreement with Powderhorn Ski Company, LLC. for Water for Snowmaking** [Attach 6](#)

Powderhorn Ski Company, LLC, has requested to lease 140 acre feet of water from the City's Somerville Reservoir for the purposes of snowmaking. The term of this Agreement is 40 years, but with a requirement for Powderhorn to begin the work within 72 months. Emergency storage during a drought year is also provided for.

Resolution No. 36-12—A Resolution Authorizing an Agreement Between Powderhorn Ski Company, LLC and the City of Grand Junction for the Lease of Certain City Water for Snowmaking

®Action: *Adopt Resolution No. 36-12*

Staff presentation: John Shaver, City Attorney
Terry Franklin, Utilities, Streets, and Facilities Deputy Director

7. **Contract for Purchase of Third Party Natural Gas Services** [Attach 7](#)

For several years the City has contracted with a third party natural gas provider. By contracting with a third party provider, the City will achieve savings over the amount that would otherwise be paid to Xcel.

Action: *Authorize the City Purchasing Division to Enter into a Contract for Natural Gas Services with A M Gas Marketing Corp., Aspen, CO for Nine City Facilities*

Staff presentation: Terry Franklin, Utilities, Streets, and Facilities Deputy Director
Jay Valentine, Financial Operations Manager

8. **Airport Improvement Program Grant for an Aircraft Rescue Firefighting Vehicle** [Attach 8](#)

AIP-50 is a grant for \$700,000.00 to acquire an aircraft rescue firefighting vehicle. The acquisition will replace an existing 24 year old rescue firefighting vehicle. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-50 Grant Documents to Acquire Aircraft Rescue and Firefighting Vehicle at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-50

Presentation: Rex A. Tippetts, AAE, Director of Aviation

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

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

9. **Construction Contract for the 2012 Waterline Replacement Project** [*Attach 9*](#)

This Project is aimed at replacing aging waterlines in the City's water distribution system. The average age of the waterlines being replaced on this project is 48-years old and are made of either steel or ductile iron pipe. The oldest waterline being replaced was installed in 1957. Typically, the service life for a buried pipe made of either steel or ductile iron pipe is 50-years. As a result of the pipes' age, the existing waterlines are now beginning to experience periodic breaks due to the corrosion of the pipes.

Action: Authorize the Purchasing Division to Execute a Construction Contract with M.A. Concrete Construction, Inc. for the Construction of the 2012 Waterline Replacement Project in the Amount of \$809,915

Staff presentation: Tim Moore, Public Works and Planning Director
Jay Valentine, Financial Operations Manager

10. **Public Hearing—Repealing Title 22 of the Grand Junction Municipal Code Concerning Submittal Standards for Improvements and Development** [File #ZCA-2012-333] [*Attach 10*](#)

Staff recommends removal of Title 22, Submittal Standards for Improvements and Development (SSID) Manual from the Zoning and Development Code. The SSID Manual will be retained as a technical procedures manual.

Ordinance No. 4550—An Ordinance Repealing Title 22, Submittal Standards for Improvements and Development (SSID), of the Grand Junction Municipal Code

®Action: Hold a Public Hearing and Consider Final Adoption and Final Publication in Pamphlet Form of Ordinance No. 4550

Staff presentation: Tim Moore, Public Works and Planning Director
Senta Costello, Senior Planner

11. **Non-Scheduled Citizens & Visitors**
12. **Other Business**
13. **Adjournment**

Attach 1

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

August 1, 2012

The City Council of the City of Grand Junction convened into regular session on the 1st day of August, 2012 at 7:00 p.m. in the in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Teresa Coons, Jim Doody, Tom Kenyon, Laura Luke, Sam Susuras, and Council President Bill Pitts. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Pitts called the meeting to order. Councilmember Luke led the Pledge of Allegiance, followed by an Invocation by Pastor Rex Townsley, Victory Life Church.

Presentations/Recognitions

Ron Youngman, Chapter President, American Concrete Pavement Association (ACPA) – Colorado/Wyoming Chapter, to Present an Award of Excellence in Concrete Pavement to the City of Grand Junction for the Downtown Uplift Project

Ron Youngman, Chapter President, American Concrete Pavement Association (ACPA) – Colorado/Wyoming Chapter, presented a slide show on concrete. He said that, unfortunately, the concrete today does not last as long as the concrete used on the Coliseum in Rome or the Pantheon which has been standing since the second century and is still being used today. Main Street in Grand Junction was concrete from 1917 to the 1950's. Then it was asphalt. The City has started to go back to concrete roads. Concrete roads can save the City money because it does not require the repair that asphalt roads do. He gave praise to the City for the work that was done on Main Street. It draws people and makes people want to be downtown. He then presented plaques to Project Manager Justin Vensel and Public Works and Planning Director Tim Moore. He also presented City Council with a plaque. He suggested that the plaques be hung where they could be seen often and urged the City to hold the concrete industry accountable to get the full expected life out of the concrete.

Grand Junction Lion's Club President Jefferson Baker to make a Presentation to Recognize the Two Rivers Convention Center Staff for their Commitment to the Lion's Club Annual Carnival in February

Jefferson Baker, Grand Junction Lion's Club President, and Justin Hammer, the Lion's Carnival night Chairman, recognized Two Rivers Convention Center for all their help with the Grand Junction Lion's Club Carnival. He specifically wanted to thank Donna Redd and her Staff. Mr. Baker presented a Certificate of Appreciation plaque to Donna Redd. Mr. Hammer presented a plaque to the Staff of Two Rivers Convention Center and expressed his appreciation for their continued support as well as the City's support.

Proclamation

Proclamation to Commemorate the "Sesquicentennial of the Historic Morrill Act" in the City of Grand Junction

Rhonda Follman, CSU Area Extension Director Tri River Area Extension, was present to receive the proclamation. She stated that the Land-Grant University System, as a whole, has graduated over twenty million students to date. She lauded that the Morrill Act did more than anything for higher education. The signing of the Act by President Lincoln made higher education more accessible to everyone.

Ratify Appointments

To the Mesa County Building Code Board of Appeals

Councilmember Luke moved to ratify the reappointment of Dave Detwiler and Steve Peterson to the Mesa County Building Code Board of Appeals for three year terms expiring July 1, 2015. Councilmember Coons seconded the motion. Motion carried.

Certificates of Appointment

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

Stephan Schweissing was present to receive his certificate of appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District.

To the Historic Preservation Board

Joseph Hatfield was present to receive his certificate of appointment to the Historic Preservation Board.

To the Riverfront Commission

Stacy Kolegas-Beaugh, Jason Bailey, Claudette Konola, and Clifton Sprinkle were present to receive their certificates of appointment to the Riverfront Commission.

Council Comments

Councilmember Boeschstein attended the Colorado River Celebration "Naming the River" last week. There was a good delegation in attendance. They plan to have the celebration every year. He also attended the Solar Energy press conference noting solar is a growing trend and there are still subsidies available for those wanting to go solar. He said it was a good presentation.

Citizen Comments

David Shepard, 230 Red Sand Road, current president of the Airport Users Association, stated that he was present to draw attention to a situation. The subject is not on fences, which they are still hopeful for a solution. The subject matter is on a new lease policy that the Association feels will be detrimental to the community, the tenants, and the City. The lease situation has caused the loss of one maintenance provider and a helicopter company that was going to move to Grand Junction. The last maintenance provider is going to purchase his property and hangar because the Airport Authority would not respond to his lease request. The proposed policy will not provide new leases and the airport will take the improvements; the lessee will not be allowed to remove the improvements. This will mean the loss of millions of tax dollars to the City. This move will end all private investment at the Airport and create resentment. Dr. Shepard said he has received over forty phone calls from tenants that said they will scrap their improvements before they allow the Airport to take their improvements. This is a critical issue.

Alan R. Story, 1831 L Road, Fruita, said he would like to purchase 8 acres at 180 Dike Road and live there. He was told that he cannot live there as it is in the 100 year floodplain. He spoke to several Staff members and was told by all of them that he cannot live in a floodplain because of safety. He invited any of the City Councilmembers to come to his home and watch two DVD's titled Agenda 21 and American Tyranny which both DVD's reflect a close relationship to the Grand Junction City Council and its tentacles.

CONSENT CALENDAR

Councilmember Doody read the Consent Calendar and then moved to adopt the Consent Calendar items #1-6 excluding item #3 which was moved to Individual Consideration. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meeting

Action: Approve the Minutes of the July 18, 2012 Regular Meeting

2. Setting a Hearing on Repealing Title 22 of the Grand Junction Municipal Code Concerning Submittal Standards for Improvements and Development [File #ZCA-2012-333]

Staff recommends removal of Title 22, Submittal Standards for Improvements and Development (SSID) Manual from the Zoning and Development Code. The SSID Manual will be retained as a technical procedures manual.

Proposed Ordinance Repealing Title 22, Submittal Standards for Improvements and Development (SSID), of the Grand Junction Municipal Code

Action: Introduction of a Proposed Ordinance and Set a Public Hearing for August 15, 2012

3. **Revocable Permit for a Sign to Home Loan State Bank Located on the Corner of 4th Street and Rood Avenue** [File #RVP-2012-314] **MOVED TO INDIVIDUAL CONSIDERATION**

Home Loan State Bank is requesting a Revocable Permit to install an unlit monument sign (with the option to light the sign in the future) within the Rood Avenue right-of-way, west of N. 4th Street. The proposed sign is meant to replace the previous monument sign that was located in front of the building on private property.

4. **CDBG Subrecipient Contract with the Business Incubator Center for Previously Allocated Funds within the 2011 Community Development Block Grant (CDBG) Program Year** [File #CDBG 2011-03]

The Subrecipient Contract formalizes the City's award of \$50,000 to the Business Incubator Center allocated from the City's 2011 CDBG Program as previously approved by Council.

Action: Authorize the City Manager to Sign the Subrecipient Contract with the Business Incubator Center for the City's 2011 Program Year Funds

5. **Restoration of 1.5% of Wages and the Expenditure of Budgeted Funds for Employee Compensation**

Approval of this resolution represents the formal authorization to restore employee wages to 2009 levels. If approved the resolution will be effective July 22, 2012. The funds are included in the original 2012 Adopted Budget and actual revenues are exceeding budgeted expectations.

Resolution No. 32-12—A Resolution Ratifying and Directing the Expenditure of Money Budgeted for the Compensation of Employees of the City of Grand Junction and Authorizing Action in Accordance Therewith

Action: Adopt Resolution No. 32-12

6. **City's Tax Increment Financing (TIF) Allocation to Downtown Development Authority and Certification of TIF Allocations to County Assessor**

The proposed Resolution confirms that the City of Grand Junction has committed 100% of both the ad valorem real property tax increment and the district sales tax increment to the DDA special revenue, and directs the City Manager to certify to the County Assessor the property tax distribution percentages of all taxing authorities contributing to the DDA special fund.

Resolution No. 34-12—A Resolution for Allocation of Certain Property Tax Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor

Action: Adopt Resolution No. 34-12

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Revocable Permit for a Sign to Home Loan State Bank Located on the Corner of 4th Street and Rood Avenue [File #RVP-2012-314]

Home Loan State Bank is requesting a Revocable Permit to install an unlit monument sign (with the option to light the sign in the future) within the Rood Avenue right-of-way, west of N. 4th Street. The proposed sign is meant to replace the previous monument sign that was located in front of the building on private property.

Senta Costello, Senior Planner, presented this item. She noted that there is plenty of room for placing and maintaining the sign without damaging the plant material in the planter area. They have not designed the sign yet awaiting approval.

Councilmember Luke inquired if the sign is going to be fairly tall but won't obstruct vision for traffic. Ms. Costello responded affirmatively noting a requirement for the design will be to ensure it does not cause a problem for traffic or pedestrians.

Councilmember Coons asked the City Attorney to address the precedent of businesses using the City's rights-of-ways.

City Attorney Shaver advised that City Charter allows anyone to make application to the City for use of right-of-way and there are many instances of the City allowing for the use of public right-of-way. Each request is reviewed on its individual circumstance and merit. No legal precedence is established by the approval of any application because each situation is unique.

Councilmember Susuras asked if any other business signs have used the public-right-of-way. City Attorney Shaver said yes and deferred the question to Ms. Costello. Ms. Costello provided the example of a bank on the northeast corner of Patterson Road and 24 ½ Road.

City Attorney Shaver noted that each permit includes a contract that clearly lays out the exact terms of using that right-of-way and that the right may be revoked at any time.

Councilmember Luke asked if the sign proposed is compatible with the downtown.

City Attorney Shaver said that he believes it to be a monument sign but perhaps Ms. Costello or Mr. Weiss can describe it more particularly.

Downtown Development Authority (DDA) Director Harry Weiss advised that the request did come across his desk and the request is not out of line as to what he has seen in other communities. He does not see any issue with the request. He noted there are a number of perpendicular wall signs on businesses downtown that encroach into the right-of-way.

Councilmember Boeschstein noted that sandwich board signs are allowed in the right-of-way downtown. Mr. Weiss said they are, subject to a sign permit. City Attorney Shaver noted that those signs are not permanent.

Resolution No. 31-12—A Resolution Concerning the Issuance of a Revocable Permit to Home Loan State Bank

Councilmember Coons moved to adopt Resolution No. 31-12. Councilmember Doody seconded the motion. Motion carried by roll call vote.

Outdoor Dining Lease for Mesa Theater & Lounge, LLC, Located at 538 Main Street

Mesa Theater & Lounge, LLC, located at 538 Main Street, is requesting a first-time Outdoor Dining Lease for an area measuring 350 square feet directly in front of their building. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area. The dining area will be at grade on the sidewalk.

Harry M. Weiss, DDA Executive Director, presented this item. He said this is the fourth outdoor dining lease under the new lease agreement. Mesa Theater recently changed hands and the new owner would like to have an outdoor dining area. Initially, he asked for an eight foot area. Upon DDA review, to ensure ADA accessibility and snow removal along the sidewalks, a seven foot area was negotiated. Another aspect is that as new outdoor dining leases come forward, there are going to be other areas of constriction with the serpentine street and the number of planters. There are other factors to consider.

The outdoor dining lease requires a 44" clear gate but the Building Code will actually determine the gate size based on the building's occupancy. Mr. Weiss then showed an aerial photograph of the proposed patio area noting the area will leave a seven foot pathway on one end and five feet, ten inch pathway on the other end.

Rob Schoeber, Director of Parks and Recreation, said the Department strongly supports these types of things. The preferred snow removal equipment requires 74" of clearance. This area may have to be hand shoveled.

Councilmember Kenyon asked how many of the outdoor dining areas are open in the winter and are an impediment to snow removal. Mr. Schoeber advised the enclosures for the patios are permanent fixtures.

Mr. Weiss said the area can be reduced on the one end if the Council so chooses. Another option is to have the restaurateur assist with the snow removal as a condition of the lease.

Councilmember Coons said she likes to see the number of outdoor dining areas in the downtown; it has changed the character of downtown.

Councilmember Luke inquired how many facilities do require hand shoveling. Mr. Schoeber said about a half dozen. The snow removal crew also errs on the side of caution and hand shovels in tight areas to prevent any damage to the enclosures.

Councilmember Luke asked what the total would be if others apply for outdoor dining. Mr. Schoeber said about 95% of downtown can still be cleared with the equipment.

Councilmember Boeschstein noted that in the winter, many have enclosed the areas and installed heaters. He asked if that was acceptable. City Attorney Shaver noted that as long as the Building Code is complied with, it is acceptable. Il Bistro did comply with the Building Code with considerable investment. Mr. Weiss said one other venue that proposed such an enclosure was Le Rouge but due to the size, they did not have the additional restrictions of the Building Code.

Resolution No. 33-12—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Mesa Theater & Lounge, LLC

Councilmember Kenyon moved to adopt Resolution No. 33-12. Councilmember Susuras seconded the motion. Motion carried by roll call vote.

Purchase of Dump Trucks – 4X2 5 Yard Single Axle and 4X2 10 Yard Tandem Axle

This request is for the purchase of scheduled equipment replacements for a single axle 5 yard dump truck and a tandem axle 10 yard dump truck.

Greg Trainor, Utilities, Streets, and Facilities Director, presented this item. He described the trucks and the bid process as well as the funding. Both trucks were also bid out using compressed natural gas (CNG). Mr. Trainor explained how the incremental cost difference for CNG trash trucks and street sweepers is paid back quickly due to miles driven whereas the dump trucks which have lower mileage do not have such a payback.

Jay Valentine, Financial Operations Manager, described the CNG operations and what vehicles use CNG. There are ten fueling stations in the slow fill side of the CNG station. He explained the payback for each type, the incremental costs for the CNG, and the payback is not as rapid at the current cost of diesel versus CNG. The CNG option is brought before the City Council due to the Council's commitment to CNG.

Councilmember Kenyon thanked Staff for bringing the two options forward and for Mr. Valentine's explanation of the payback.

Councilmember Coons agreed but noted there are other considerations including the investment the City has made to the CNG fueling station so the more CNG vehicles are supported, the greater the savings and the increased health benefits by preventing the air quality from getting worse. Also using a resource that is plentiful in the region shifts the reliance on other fossil fuels from other areas. To her it makes sense to spend the additional funds.

Councilmember Susuras asked if there is \$100,000 shortfall in budget for the CNG purchase. Mr. Valentine said yes but the accrual will change if the CNG trucks are purchased. Councilmember Susuras said that it is fiscally responsible to purchase the diesel trucks.

Councilmember Luke agreed with Councilmember Coons and noted that there are far more benefits financially than what they see. She said that Council needs to take into consideration that the City is moving into a new age and the City has made a considerable investment in the CNG station. She also sits on the Grand Valley Rural Transit Committee (GVRTC) which is moving toward CNG buses. She asked about a recent warranty or maintenance issue that she recalled on the buses. Tim Moore, Public Works and Planning Director, said the warranty issue has been resolved and the maintenance will be taken care of by the City's CNG maintenance shop.

Councilmember Luke supported the purchase of the CNG trucks.

Councilmember Doody agrees with Councilmember Coons. It is the vision, especially about the air quality. He will support CNG.

Councilmember Boeschstein agreed with going with CNG and noted that they may become more cost effective as diesel costs go up; plus CNG is clean burning.

Councilmember Susuras moved to authorize the City Purchasing Division to purchase a single axle 5 yard diesel dump truck and a tandem axle 10 yard diesel dump truck from Transwest Trucks in the amount of \$241,508. Councilmember Coons seconded the motion. Motion failed with Councilmembers Boeschstein, Coons, Doody, Luke, Kenyon, and Council President Pitts voting NO. (Councilmember Susuras voted yes.)

Councilmember Coons moved to authorize the City Purchasing Division to purchase a single axle 5 yard CNG dump truck and a tandem axle 10 yard CNG dump truck from Hansen International. Councilmember Luke seconded the motion. Motion carried with Councilmember Susuras voting NO.

Public Hearing—Amending the Future Land Use Map of the Comprehensive Plan for Property Located at 2259 River Road [File #CPA-2012-210]

A City initiated request to amend an area of the Comprehensive Plan Future Land Use Map, located at 2259 River Road, from Commercial/Industrial to Industrial.

The public hearing was opened at 8:15 p.m.

Tim Moore, Public Works and Planning Director, introduced this item and the next two items. He said the first two are City initiated and are items like the Department has been bringing forward to Council over the last several months. The two are for amendments to the Comprehensive Plan rather than rezones. The last item is an applicant initiated rezone for the Library.

Lori V. Bowers, Senior Planner, presented this item. She described the site including the history, the location, and the request. When the Comprehensive Plan was adopted, it did not rezone property to be consistent with the new land use designations which resulted in certain urban areas having zoning designations that did not implement the future land use designations of the Comprehensive Plan. Staff determined that the best way to resolve the conflict between the Comprehensive Plan's Future Land Use Map and the zoning of this property is to amend the Comprehensive Plan Future Land Use Map. An Open House was held on January 18, 2012 to present for discussion a proposal to downzone the property from I-2 to I-1 in order to bring the zoning into compliance with the Comprehensive Plan future land use designation of Commercial Industrial. Two representatives from the property owner, United Companies, attended the Open House. They asked about how the down zoning would constrain the future development of their property. Given the situation Staff has concluded it makes sense to leave the property zoned I-2 and change the Comprehensive Plan future land use designation to Industrial. The amendment will meet the goals and policies and the Comprehensive Plan. The Planning Commission forwards a recommendation of approval from their meeting of May 8, 2012.

Councilmember Boeschstein asked where the 100 year floodplain is shown. Ms. Bowers identified the green area and the river itself. Councilmember Boeschstein asked for a defined boundary of the floodplain and floodway. The Riverfront Trail also comes through this property. He would like more information before supporting it.

Councilmember Doody asked if this is a mining operation. He asked about the Conditional Use Permit. Ms. Bowers said it is for the mining operation. Councilmember Doody asked if mining is appropriate for I-2 zoning. Ms. Bowers said yes it is.

Councilmember Coons asked City Attorney Shaver to address the split estate and the extraction laws.

City Attorney Shaver said that since there are extraction operations at the location, industrial is the appropriate zoning category. He advised there are some preferences in

the law for the use of extractive resources. He asked Ms. Bowers if the mineral resources map has been reviewed to see if that is within an area of those extractive uses. Ms. Bowers said that she has not, but she believes that, to her knowledge, it is an extractive use principally at this site. City Attorney Shaver said that, based on Ms. Bowers' testimony, it would be appropriate for the request to be considered.

Councilmember Boeschstein said the Council should have the floodplain and floodway maps, they are available. Ms. Bowers said those areas would be looked at for any future development.

Councilmember Susuras said that the request does meet Goals 6 and 12 of the Comprehensive Plan, the Planning Commission approved it unanimously, and he supported the findings.

Councilmember Luke asked if there were numbers to support Ms. Bowers' statement that a second batch plant would have a significant economic benefit. Ms. Bowers did not have those. Councilmember Luke also asked if floodplain maps could be included in future Staff Reports for areas so close to the river as she would also like to see those.

There were no public comments.

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

Ordinance No. 4542—An Ordinance Amending the Future Land Use Map of the Grand Junction Comprehensive Plan, Located at 2259 River Road

Councilmember Susuras moved to adopt Ordinance No. 4542 and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion carried by roll call vote with Councilmember Boeschstein voting NO.

Public Hearing—Amending the Future Land Use Designation for Eleven Properties Located between S. 12th and S. 14th Streets, South of Ute Avenue and North of the Railroad Tracks [File #CPA-2012-178]

A City initiated request to amend an area of the Comprehensive Plan's Future Land Use Map from Downtown Mixed Use to Commercial. The proposal affects eleven properties between 12th Street and 14th Street, south of Ute Avenue.

The public hearing was opened at 8:31 p.m.

Senta Costello, Senior Planner, presented this item. She described the sites, the location, and the request. She described the surrounding uses as well as other uses in the vicinity. The properties contained within this proposal are eleven such properties where Staff has determined that the zoning is appropriate and the Future Land Use designation needs to be changed. An Open House was held on March 7, 2012 to allow property owners and interested citizens to review the proposed amendments, to make

comments, and to meet with Staff to discuss any concerns that they might have. Several citizen inquires were received by phone; however no written comments were submitted. The Planning Commission forwarded a recommendation of approval at its April 11, 2012 meeting.

Councilmember Boeschstein asked if the proposed zoning allows residential. Ms. Costello said it does not. The existing residential can remain as non-conforming and the Code will allow a rebuild due to a loss in some cases.

There were no public comments.

The public hearing was closed at 8:35 p.m.

Ordinance No. 4548—An Ordinance Amending the Grand Junction Comprehensive Plan Future Land Use Map for Eleven Properties Located Between S. 12th and S. 14th Streets, South of Ute Avenue and North of the Railroad Tracks from Downtown Mixed Use to Commercial

Councilmember Susuras moved to adopt Ordinance No. 4548 and ordered it published in pamphlet form. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

Public Hearing—Rezoning Property Located at 502, 530, 550 Grand Avenue, and 443 N. 6th Street [File #RZN-2012-332]

A request to rezone approximately 2.69 acres, encompassing the entire block between N. 5th Street and N. 6th Street, Grand Avenue and Ouray Avenue (502, 530 and 550 Grand Avenue and 446 N. 6th Street), from B-1 (Neighborhood Business) to B-2 (Downtown Business) zone district.

The public hearing was opened at 8:37 p.m.

Senta Costello, Senior Planner, presented this item. She described the sites, the location, and the request. With the adoption of the Comprehensive Plan in 2010, the property was changed from Commercial to Downtown Mixed Use which the B-1 zone district does not implement. This creates a conflict and any development on the property requires resolution of the conflict before redevelopment can occur. The applicant and property owner, Mesa County Library, is planning on remodeling and expanding the existing building in the near future and therefore wishes to eliminate the conflict at this time. The location is in the major core of the downtown. The B-2 zone district fits in the downtown character and allows for future expansion and/or redevelopment of the property. The Planning Commission forwarded a recommendation of approval at its July 10, 2012 meeting.

There were no public comments.

The public hearing was closed at 8:39 p.m.

Councilmember Boeschstein asked if comments were received from the library supporting this change. Ms. Costello advised that the Library is the applicant in this case.

Ordinance No. 4549—An Ordinance Rezoning Mesa County Public Library Block from B-1 (Neighborhood Business) to B-2 (Downtown Business), Located at 502, 530, 550 Grand Avenue, and 443 N. 6th Street

Councilmember Susuras moved to adopt Ordinance No. 4548 and ordered it published in pamphlet form. Councilmember Luke seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:41 p.m.

Stephanie Tuin, MMC
City Clerk



Date: August 2, 2012
 Author: Jamie B. Beard
 Title/ Phone Ext: Assistant City Attorney/4032
 Proposed Schedule:
 1st Reading: August 15, 2012
 2nd Reading: September 5, 2012
 File Number: ZCA-2012-393

Attach 2
CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Amendment to Title 21 of the Grand Junction Municipal Code Adopting the Flood Insurance Study of Grand Junction October 16, 2012 and New Flood Insurance Rate Maps |
| Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for September 5, 2012 |
| Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director Bret Guillory, Utility Engineer |

Executive Summary:

Pursuant to the Housing and Urban Development Act of 1968, for continued eligibility in the National Flood Insurance Program, the Federal Emergency Management Agency (“FEMA”) requires the City of Grand Junction (“City”) to adopt the most recent Flood Insurance Study (“FIS”) and the Flood Insurance Rate Maps (“FIRMs”) that have been modified due to the findings in the FIS report.

Background, Analysis and Options:

The City, in coordination with FEMA, completed a new hydrologic and hydraulic (H&H) study for the Ranchmen’s Ditch and Leach Creek drainages in 2005. This H&H study was completed in preparation for the Ranchmen’s Ditch Flood Mitigation Project (“Big Pipe”) that was completed in 2010. Upon completion of the Big Pipe project, the City submitted new floodplain mapping information for FEMA’s review that more accurately reflects flood hazard areas within the Ranchmen’s Ditch and Leach Creek basins as a result of the study and the Ranchmen’s Ditch project improvements. This successful project resulted in mitigating flood hazard for 385 properties.

This study area was large enough that FEMA required a Physical Map Revision to reflect the changes to the Flood Insurance Rate Maps (“FIRMs”). The City did receive approval of the new mapping from FEMA in November 2010. FEMA was not able to produce the new mapping until this year due to budget cuts. Public notifications regarding this new mapping effort were made by the City in 2010 and by FEMA in 2012.

Adoption of the new FIRMs by the City is required by FEMA prior to October 16, 2012.

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

The proposed amendment is consistent with the following goals and policies of the Comprehensive Plan:

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

Policy:

1C. The City and Mesa County will make land use and infrastructure decisions consistent with the goal of supporting and encouraging the development of centers.

Mesa County is affected by the same study and will be expected to adopt the same FIRMs. The information provided by the FIS and the FIRMs is relevant information to consider when making decisions regarding infrastructure.

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

The FIRMs provide necessary information for consideration of the appropriate type of development in different areas dependent upon the likelihood or not of flooding for that particular area.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy:

10B. Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

10C. The City and County support the efforts to expand the riverfront trail system along the Colorado River from Palisade to Fruita.

Areas that are not appropriate for development or more intense development due to the greater risk of damage due to flooding can be better utilized in manners such as open space.

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

Policy:

11A. The City and County will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

The FIS and FIRMs provide relevant information in determining where public facilities and services may be best located for efficiencies and effectiveness.

Board or Committee Recommendation:

The Planning Commission heard the matter on August 14, 2012 and forwards a recommendation to adopt the FIS, FIRMs, and amend the language of the Code as proposed.

Financial Impact/Budget:

N/A

Legal issues:

The Assistant City Attorney has prepared the proposed Ordinance and finds it to be compliant with applicable law.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Proposed Ordinance
Ranchmen's Ditch and Leach Creek Location Map

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 21.07.010(c)(2)
OF THE GRAND JUNCTION MUNICIPAL CODE TO ADOPT THE OCTOBER 16,
2012 FLOOD INSURANCE REPORT AND THE FLOOD INSURANCE RATE MAPS**

Recitals:

On April 5, 2010 the Grand Junction City Council adopted the updated 2010 Zoning and Development Code, codified as Title 21 of the Grand Junction Municipal Code of Ordinances.

The Grand Junction City Council encourages updating of the Zoning and Development Code in order to maintain its effectiveness and responsiveness to the citizens' best interests.

As part of the Big Pipe Project and in coordination with the Federal Emergency Management Agency ("FEMA"), the City completed a floodplain study for Leach Creek and Ranchmen's Ditch, the Flood Insurance Study of October 16, 2012 ("FIS"). The information was submitted to FEMA for review and approval. Based on the information FEMA produced new Flood Insurance Rate Maps ("FIRMs"). Both the City and FEMA have published the new FIRMs. No objections or appeals were entered regarding the published FIRMs. For FEMA, the FIRMs become effective as of October 16, 2012. For Title 21 to be current the new FIS and FIRMs need to be approved and adopted by City Council.

The City Council finds that adoption of the FIS and FIRMS promotes the health, safety and welfare of the community. The language proposed to amend the language for adoption of the FIS and FIRMS is appropriate.

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

The Flood Insurance Study of October 16, 2012 and the accompanying Flood Insurance Rate Maps are adopted with the amendment to Section 21.07.010(c)(2) to read as follows (deletions shown by strikethrough, additions are underlined):

(2) Basis for Establishing the Areas of Special Flood Hazard. The Federal Emergency Management Agency has identified areas of special flood hazard in a scientific and engineering report entitled, "The Flood Insurance Study for Grand Junction," dated ~~July 6, 2010~~ October 16, 2012. The study together with the Flood Insurance Rate Maps (FIRMs) ~~are~~ is hereby adopted by reference and declared to be a part of this code. The FIRMs may be superseded by local

engineering studies approved by the Director, provided such studies fully describe and analyze, based on the FIRMs and generally accepted engineering practice, design floodwater build-out conditions.

All other provisions of Section 21.07.010(c) shall remain in full force and effect.

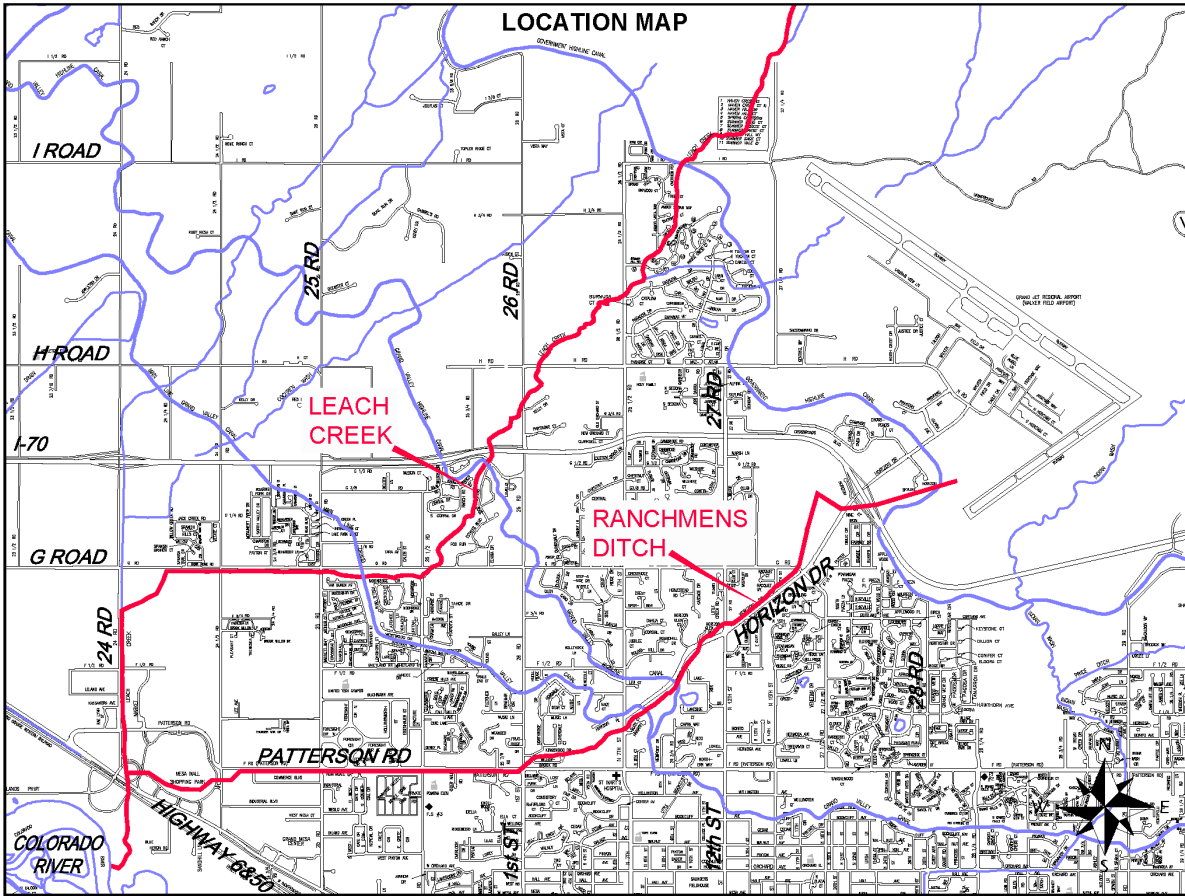
INTRODUCED on first reading the ____ day of _____, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2012 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk





Date: August 3, 2012

Author: Shelly Dackonish

Title/ Phone Ext: Senior Staff

Attorney / Ext. 4042

Proposed Schedule:

1st Reading: August 15, 2012

2nd Reading: September 5, 2012

File Number: n/a

Attach3

CITY COUNCIL AGENDA ITEM

Subject: Amendments to Title 13 of the Grand Junction Municipal Code Provisions Regarding Storm Water Management

Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for September 5, 2012

Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director

Executive Summary:

Amendments to the City's storm water management regulations are proposed in order to comply with the Colorado Department of Public Health and Environment Water Quality Control Division's most recent program recommendations and requirements.

Background, Analysis and Options:

The City, as an MS4 permittee, has adopted a storm water protection program pursuant to State and Federal environmental protection laws. The program has included public education, adoption of a storm water ordinance, and an enforcement program.

Periodically the Colorado Department of Public Health and Environment's Water Quality Control Division performs audits of permittees to determine compliance with its CDPS program requirements. Following the audits, the State issues guidelines and requires its permittees to complete Targeted Permit Questionnaires.

Although the City of Grand Junction was not audited, Staff is guided by the general recommendations of the Division of Water Quality and proposed these amendments to the text of the Grand Junction Municipal Code's storm water quality section in order to conform the City's storm water protection program to State requirements following the most recent round of audits.

The substantive changes include a limitation of the exemption for fire training activities, an increase in flexibility when choosing among the various enforcement tools, a limitation on use of water in street cleaning activities other than street sweeping, and a clarification of the water containment and recovery requirements associated with power washing activities. Other changes are minor text editing for clarity and correction of typographical errors.

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

The storm water quality control measures are for the health, safety and welfare of the community and the local environment, and further the Comprehensive Plan goal of protecting water and natural resources, namely, Goal 9:

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

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

There will be minimal financial and budgetary impact from the proposed changes to the storm water regulations. The Fire Department will now be required to take measures to prevent water runoff from training exercises from entering into the storm water system, which will slightly increase training costs.

Legal issues:

The proposed amendments comply with applicable legal standards.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Proposed Ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 13.28.010 (DEFINITIONS), 13.28.020(b) (EXEMPTIONS), 13.28.020(c) (REQUIREMENTS), 13.28.030(e)(4) (POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs), AND 13.28.040(b) AND (c) (ENFORCEMENT), OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING STORM WATER

Recitals:

The City, as an MS4 permittee, has adopted a storm water protection program pursuant to State and Federal environmental protection laws. The program has included public education, adoption of a storm water ordinance, and an enforcement program.

Periodically the Colorado Department of Public health and Environment's Water Quality Control Division performs audits of permittees to determine compliance with its CDPS program requirements. Following the audits, the State issues guidelines and requires its permittees to complete Targeted Permit Questionnaires.

These amendments to the City's storm water regulations are intended to conform the City's storm water protection program to State requirements following the most recent round of audits.

The City Council finds that the amendments to these amendments to the storm water regulations of the City further the health, safety and welfare of the citizens and the community.

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

13.28.010 (Definitions) shall be amended as follows (additions underlined, deletions struck through):

Harmful quantity means the amount of any substance that may cause an adverse impact to the storm drainage system and/or will contribute to the failure of the City to meet the water quality based requirements of the CDPS/NPDES permit for discharges from the municipal separate storm sewer system.

Hazardous waste means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR, Part 261 as amended.

Illicit discharge means any discharge to a storm drain system that is not composed entirely of storm water, except discharges pursuant to a CDPS/NPDES permit,

discharges resulting from emergency fire fighting activities, and discharges further exempted by this chapter.

Waters of the State means any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the State and all other bodies of surface water, natural or artificial, navigable or non-navigable, ~~and including~~ and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the State or inside the jurisdiction of the State.

All other defined terms in Section 13.28.010 shall remain unchanged and in full force and effect.

13.28.020(b)(7) and (9) (Exemptions) shall be amended as follows (additions underlined, deletions struck through):

(7) Discharges approved by the City Manager as being necessary to protect property and/or public health and safety, such as flows from emergency fire fighting.

(9) ~~Street water wash after mechanical clean up.~~ Water incidental to street sweeping (including associated sidewalks and medians) that is not associated with construction.

All other provisions of Section 13.28.020(b) shall remain in full force and effect.

13.28.020(c) (Requirements) shall be amended as follows (additions underlined, deletions struck through):

(c) Requirements Applicable to Certain Dischargers. Process waters generated from any industrial or commercial source, including carpet and rug cleaners and mobile commercial power cleaning operations, shall not discharge to the storm drainage system without a valid CDPS discharge permit. In the absence of a CDPS discharge permit, discharges from power cleaning operations shall be either discharged to land following the conditions of the CDPHE Low Risk Discharge Guidance: Discharges From Surface Cosmetic Power Washing Operations To Land or Discharge of Potable Water, or be reclaimed via wet vacuum sweeping or other type of containment before entering the storm drainage system, then discharged to the sanitary sewer. (Discharge to the sanitary sewer is allowed only with prior City authorization at the Persigo Wastewater Treatment Plant upon approval from the Industrial Pretreatment Division.)

13.28.030(e)(4) (Post-Construction Requirement of Permanent BMPs) shall be amended as follows (additions underlined, deletions struck through):

(4) The City or its designee will issue annual notices to POAs to ensure inspections and maintenance of permanent BMPs are performed properly.

All other provisions of Section 13.28.030 shall remain in full force and effect.

13.28.040(b) and (c) (Enforcement) shall be amended as follows (additions underlined, deletions struck through):

(b) Whenever the City finds that any person has violated any portion of this chapter, the City Manager ~~shall~~ may serve a compliance advisory or a notice of violation (NOV). Within the time specified after the date of such notice, the person shall submit to the City Manager evidence of the satisfactory correction of the violation.

(c) Whenever the City Manager finds that any person has violated or is violating this chapter or a permit or administrative order issued hereunder, the City Manager may have served upon said person an administrative order. Such order may be a verbal warning, compliance order, a show cause order, a cease and desist order, an administrative citation or an order assessing an administrative fine. Compliance with an administrative order shall not relieve the user of liability for any violations occurring before or after the issuance of the ~~administrative order~~ notice of non-compliance or prevent the City Attorney from taking any other enforcement action.

All other provisions of 13.28.040 shall remain in full force and effect.

INTRODUCED on first reading the ____ day of _____, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2012 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Date: August 3, 2012
 Author: Eric Hahn/Trent Prall Title/
 Phone Ext: Project Engineer,
244-1443/Engr Mngr 256-4047
 Proposed Schedule: August 15,
2012
 2nd Reading
 (if applicable): N/A
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

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| Subject: Contract for the White Hall Asbestos Abatement and Demolition Project |
| Action Requested/Recommendation: Authorize the Purchasing Division to Execute a Contract with Hudspeth and Associates, Inc. for the White Hall Asbestos Abatement and Demolition Project in the Amount of \$313,650 |
| Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director Harry Weiss, DDA Executive Director Jay Valentine, Financial Operations Manager |

Executive Summary:

The purpose of the Project is to abate and remove asbestos contamination from the entire White Hall structure, and demolish the fire-damaged portions of the building.

Background, Analysis and Options:

In September, 2011, the main sanctuary of White Hall was destroyed by fire. In May, the City of Grand Junction accepted ownership of the property from White Hall, LLC and City staff was directed to prepare plans to demolish the fire-damaged portion of the building.

Asbestos inspections commissioned by the owner and prospective owners indicate that asbestos-containing building materials exist in varying amounts throughout the structure. The asbestos must be abated and/or removed prior to demolition or repair of the structure. An asbestos abatement project design was prepared by Avant Environmental Services.

The intent of the project is to abate and clean the site of asbestos, demolish the fire-damaged portion of the structure, and leave the East Wing intact for future reuse.

The asbestos abatement and demolition project is scheduled to begin September 4, 2012 with an expected completion date of October 31, 2012. Abatement and demolition activities will take place during the daytime hours.

A formal solicitation was advertised in the Daily Sentinel, sent to the Western Colorado Contractor's Association, posted on the City's website. Three (3) bids were received from the following firms:

| Firm | Location | Bid Amount Tasks 2-5 | Variance from Low Bid |
|-------------------------------|--------------------|---------------------------------|------------------------------|
| Hudspeth and Associates, Inc. | Englewood, CO | \$313,650.00 | |
| FCI Constructors, Inc. | Grand Junction, CO | \$386,050.00 | 23% |
| Orion Environmental, Inc. | Denver, CO | Withdrew Bid | N/A |

Hudspeth's primary sub-contractor is MA Concrete Construction based out of Grand Junction.

After the bid opening, the project scope was reduced to include just the work necessary to abate the asbestos and remove the fire damaged sanctuary and north wing of the structure. No work will be completed on the east wing as part of this contract. The final negotiated contract price is \$313,650.00.

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

The White Hall Asbestos Abatement and Demolition Project supports the following Goals from the Comprehensive Plan:

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

Goal 6: *Land use decisions will encourage preservation of existing buildings and their appropriate reuse.*

This project will remove a fire-damaged portion of a structure in the City Center, and prepare the way for the site to be renovated and the remaining structure to be reused.

Board or Committee Recommendation:

None

Financial Impact/Budget:

This project will be funded with the sales tax TIF that would normally be transferred to the DDA. The budgeted TIF transfer is \$339,539. This budget will be moved to cover the costs of this project which are as follows:

Project Costs:

| | |
|---|------------------|
| Project Design (Avant Environmental Services) | 4,555 |
| Abatement and Demolition Contract | \$313,650 |
| Third Party Air Monitoring, sampling, testing (estimated) | \$40,000 |
| Site inspection (estimated) | \$20,000 |
| <hr/> | |
| Total | \$378,205 |

Legal issues:

None

Other issues:

None

Previously presented or discussed:

N/A

Attachments:

None



Date: August 9, 2012
 Author: Kristen Ashbeck
 Title/ Phone Ext: Sr Planner
X1491
 Proposed Schedule: August 15,
2012
 File # (if applicable): NA

Attach 5

CITY COUNCIL AGENDA ITEM

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|---|
| Subject: Lease Agreement with Southside Leasing, LLC for Remnant Property Located in the Vicinity of 1101 Kimball Avenue |
| Action Requested/Recommendation: Adopt Resolution Approving the Lease of Property to Southside Leasing LLC |
| Presenter(s) Name & Title: John Shaver, City Attorney Tim Moore, Director, Public Works and Planning |

Executive Summary:

Southside Leasing, LLC, owners of the property at 1101 Kimball Avenue (old sugar beet factory building), are proposing to lease two small parcels from the City that are remnants of Las Colonias Park that were isolated from the Park proper by construction of Riverside Parkway.

Southside Leasing, LLC will assume maintenance of the two parcels and include them in future plans for redevelopment of the 1101 Kimball Avenue property.

Background, Analysis and Options:

Southside Leasing, LLC, owners of the property at 1101 Kimball Avenue (old sugar beet factory building), are proposing to lease two small parcels from the City that are remnants of Las Colonias Park that were isolated by construction of Riverside Parkway.

Southside Leasing, LLC will immediately assume maintenance of the two parcels and include them in future plans for redevelopment of the property. Refer to the map of the parcels on the following page.

A similar lease was executed several years ago for park remnants for use by the Doug Jones Sawmill. The parcels to be leased by Southside Leasing, LLC total approximately 1.35+/- acres.

The easterly parcel (.94 acres) proposed to be leased by Southside Leasing, LLC is landlocked (no access allowed on Riverside Parkway) and of little value other than to be included in the redevelopment of the old sugar beet factory building. The westerly parcel (.41 acres) is marginal for new development as a standalone parcel due to its small size.

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

This proposal will further Goal 4 of the Comprehensive Plan that states: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions. Lease of these parcels to be added to the property currently owned by Southside Leasing, LLC will render the entire land holding larger, allowing more opportunities for development/redevelopment.

Board or Committee Recommendation: NA

Financial Impact/Budget: Southside Leasing, LLC will lease the properties for twenty-five (\$25) per month as specified in the lease agreement. The lease rate is comparable to the rate being paid on the parcels leased by the Doug Jones Sawmill.

Legal issues: The form of the lease has been reviewed and approved by the City Attorney.

Other issues: None

Previously presented or discussed: NA

Attachments:

1. Site Map below
2. Resolution with Lease Agreement



Orange Area: 1101 Kimball Avenue

Green Areas: Parcels Proposed to be Leased

RESOLUTION NO. _____-12

A RESOLUTION APPROVING THE LEASE AGREEMENT WITH SOUTHSIDE LEASING, LLC FOR PROPERTY LOCATED IN THE VICINITY OF 1101 KIMBALL AVENUE

RECITALS.

Southside Leasing, LLC, are the owners of the property at 1101 Kimball Avenue (old sugar beet factory building) and are proposing to lease two small parcels from the City that are remnants of Las Colonias Park that were isolated by construction of Riverside Parkway.

Upon approval of the lease agreement, Southside Leasing, LLC will assume maintenance of the two parcels and include them in future plans for redevelopment of the property.

The City has engaged in similar lease agreements for nearby properties to lease remnants of Las Colonias Park that have been isolated by construction of the Riverside Parkway.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO that the lease agreement with Southside Leasing, LLC for property in the vicinity of 1101 Kimball Avenue is hereby approved.

Adopted this _____ day of _____, 2012.

City Clerk

President of City Council

Lease Agreement

THIS LEASE AGREEMENT ("Agreement") is entered into as of the ____ day of August 2012, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Southside Leasing, LLC, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 706 South 9th Street Grand Junction, CO 81501.

RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as:

A certain parcel of land lying in Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, City of Grand Junction, being a portion of City owned lands having as a Parcel Number 2945-231-00-945 and being more particularly described as follows:

ALL of that part of said Parcel Number 2945-231-00-945 lying South of Lot 2, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado; North of a line that is 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying North of the Riverside Parkway; West of an existing concrete wall whose Northerly terminus is located approximately at the Northeast corner of said Lot 2, Old Mill Subdivision.

CONTAINING 41,000 Square Feet, more or less, as described.

And;

A certain parcel of land lying in Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, City of Grand Junction and being more particularly described as follows:

ALL that portion of Parcel Number 2945-231-00-945 owned by the City of Grand Junction, lying South of Lot 1, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado and lying North of a line that is 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying North of the Riverside Parkway.

CONTAINING 18,000 Square Feet, more or less, as described.

The City acquired the property (now know as "Park Property" or "the Park Property") which was formerly a uranium mill tailing processing site, from the State of Colorado Department of Health and the Environment ("State") by quit claim deed ("Deed"), following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C §7914 (e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The

City intends to use a majority of the Park Property for park purposes and intends to develop the property as a community park; however, timing for development and use of the property as a community park is uncertain.

B. Lessee desires to lease a portion of the Park Property and use the surface of the property for storage and other purposes associated with business operations of Southside Leasing, LLC. Lessee is aware of the conditional uses of the Park Property and by signing this Agreement agrees and warrants that he shall use the property only as specified in this Agreement.

C. NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases two individual portions of the Park Property to Lessee, more particularly described in Exhibit A, which is attached and incorporated by reference. Lessee hereby accepts and leases the same ("Property") from the City, for the term stated in paragraph 2 below.

2. Term.

2.1 The term of this Lease shall commence on August 15, 2012 and continue through August 14, 2017 at which time this Lease shall expire; however, the City may, in its sole discretion, grant to Lessee an option to extend this Lease, as described in paragraph 10 of this Agreement, upon faithful performance by Lessee of each and every covenant, duty, responsibility and obligation of this Agreement.

3. Rental. Rent for the property specified in Exhibit A, for the term hereinabove specified, shall be twenty-five dollars (\$25.00) monthly, which amount shall be due and payable, without demand by the City, on or before the first of each month, beginning August 15, 2012. In the event payment of rent is not received by the City on or before the first of each month, Lessee agrees to pay the City a late charge of \$25.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before the 15th of the following month, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement.

4. Reservations from Lease. Pursuant to the Deed, the State reserved unto itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water and the right to surface access for ground water development.

This Lease is also subject to the reservation of: (a) any and all oil, gas, coal and other minerals and mineral rights of any person underlying and/or appurtenant to the Property; (b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose; (c) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits or pipelines on, over, or across said parcel; and the following terms and

conditions specified in Section 5 below, so long as such actions will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement.

5. Use and Condition of the Property.

5.1 Lessee covenants and agrees that Lessee's use of the Property is strictly limited to the use of the surface of the property and that he will not use the ground water from the site for any purpose, construct wells or any means of exposing ground water to the surface. Lessee also agrees to make application and follow City development requirements, including but not limited to, prior written approval of construction plans, designs and specifications. Any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures, as required by the State of Colorado. Any use of the property shall not adversely impact ground water quality nor interfere with ground water remediation under State and federal regulations.

5.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to the provisions of this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, and gates located upon the Property, and to not cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

6. Non-liability of the City for Damage.

6.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

6.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

7. Hazardous Substances.

7.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

8. Environmental Clean-Up.

8.1 The following provisions shall be applicable to Lessee and to Lessee's

agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

8.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

9. Default, Sublet, Termination, Assignment.

9.1 Should Lessee: (a) default in the performance of its agreements or

obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

9.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

9.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

9.4 Lessee shall not engage or allow any contractor, material man or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

10. Option to Extend Lease If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the surface rights associated with the Property, at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for four (4) additional five (5) year periods, upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an additional term, Lessee shall, on or before July 1, 2017, give 30 days' written notice to the City of Lessee's desire and intention to lease the Property for an additional term. Additional notice shall be similarly provided for and in advance of each successive renewal term.

11. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

12. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City:

City of Grand Junction
Parks and Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501

With Copy to:

City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessee:

Bryan Wiman
Southside Leasing, LLC
706 South 9th Street
Grand Junction, CO 81501

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. Not a Partnership.

13.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to use the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and

agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

13.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

14. Enforcement, Partial Invalidity, Governing Law.

14.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

14.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

14.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

15. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$10.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

16. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

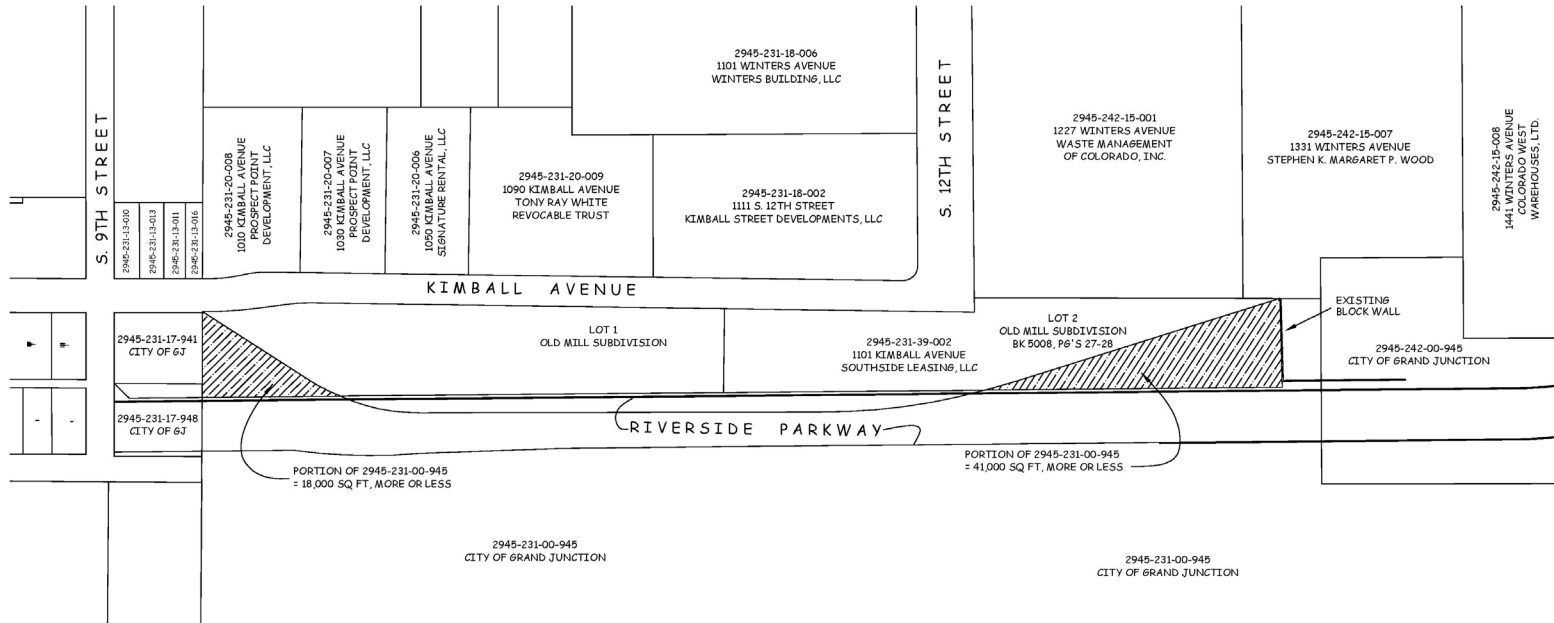
City Clerk

Rich Englehart, City Manager

Lessee:

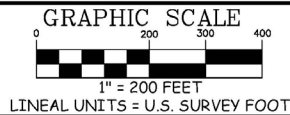
Bryan Wiman, Partner

EXHIBIT "A"



THIS IS NOT A SURVEY

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



DRAWN BY: P.T.K.
DATE: 4-20-2012
SCALE: NTS
APPR. BY: PTK

CITY OF GRAND JUNCTION
PARCELS WITHIN
SECTIONS 23 AND 24
TOWNSHIP 1 SOUTH, RANGE 1 WEST
UTE PRINCIPAL MERIDIAN





Date: August 6, 2012
 Author: Greg Trainor
 Title/ Phone Ext: Director, Utilities & Street Systems, 244-1564
 Proposed Schedule: August 15, 2012
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 6
CITY COUNCIL AGENDA ITEM

| |
|--|
| Subject: Agreement with Powderhorn Ski Company, LLC. for Water for Snowmaking |
| Action Requested/Recommendation: Adopt Resolution Authorizing an Agreement between Powderhorn Ski Company, LLC and the City of Grand Junction |
| Presenter(s) Name & Title: John Shaver, City Attorney Terry Franklin, Utilities, Streets, and Facilities Deputy Director |

Executive Summary:

Powderhorn Ski Company, LLC, has requested to lease 140 acre feet of water from the City’s Somerville Reservoir for the purposes of snowmaking. The term of this Agreement is 40 years, but with a requirement for Powderhorn to begin the work within 72 months. Emergency storage during a drought year is also provided for.

Background, Analysis and Options:

Geography The Somerville Reservoir (Reservoir) is located in the Whitewater Creek drainage on the top of the Grand Mesa. It has a storage capacity of about 1,000 acre feet of water. Once released from the Reservoir, the water spills over the edge of the Grand Mesa escarpment into Whitewater Creek and the Brandon Ditch and used for irrigation on the Somerville Ranch, The Reservoir also has a water right for municipal and industrial purposes. The Reservoir is approximately two miles west of the Powderhorn Ski Company, via Picket Pass and the West Bench trail.

Detail of request The request is to construct a control valve and pump station on the downstream end of the Somerville Reservoir outlet works. This would be a combined project with the City of Grand Junction which would line the reservoir outlet works and install valves and automated controls on the reservoir outlet works. Powderhorn would construct approximately 13,000 feet of buried pipeline in an easterly direction, across the Grand Mesa, and down Picket Pass to the top of both of Powderhorn’s two lifts. The City would provide an easement for the pump station, pipeline and electrical infrastructure as well as a “lay down” yard for construction materials.

Powderhorn proposes to lease approximately 140 acre feet of water and construct their mountain snowmaking facilities over a ten year period. Their initial use of water would be approximately 60 acre feet (fall of 2013).

The contemplated schedule for survey work, geotechnical investigation, design and design review by the City, State Engineer's office, and Army Corp of Engineers would take place during the 2012/2013 winter season with construction to begin in the 2013 summer season.

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

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Support of a regional recreational facility will insure a diversity of recreational experiences to the greater Grand Valley community and our visitors.

Board or Committee Recommendation:

A negotiation committee is made up of Rich Englehart, City Manager; Sam Susuras, City Councilman; John Shaver, City Attorney; Greg Trainor, Terry Franklin, Rick Brinkman, and Bret Guillory. The City Council reviewed a draft agreement on Monday, July 30, 2012. The committee recommends approval of the Resolution and Agreement.

Financial Impact/Budget:

The Powderhorn Pump Station and pipeline would be at the expense of Powderhorn Ski Company. Annual revenue to the Water Enterprise Fund from the lease of water would be at a rate of \$156.00 per acre foot. This would range from 60- acre feet in the beginning to 140 acre feet at build-out, or \$9,360 per year to \$21,840 per year. Annually, the cost of water would be adjusted by 50% of the Denver/Boulder CPI and transportation losses established at 17.5%.

Powderhorn has the option of requesting water to be stored for use in a subsequent dry year. The storage rate is set at \$60.00 per acre foot per year, with a delivery rate of \$156.00 per acre foot when (if) delivered.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

The previous owners of the Powderhorn Ski area met with the City of Grand Junction Utility staff in 1999, 2000, and into 2001. Purposes and terms were similar then as now. Lease water for early season snowmaking. City Council met in executive session on August 30, 1999 and authorized the City Manager and staff to proceed with discussions with Powderhorn. No agreement was reached with Powderhorn at the time, although their proposal for transporting water, via pipeline, from the Somerville Reservoir to Powderhorn was included in Powderhorn's July 2000 updated master development plan submittal to the United States Forest Service. An Environmental Assessment was conducted on the proposal and approved by the USFS.

In the summer of 2011, Mr. Andy Daly met with utility staff and indicated he would be bidding on the purchase of the Powderhorn ski area at auction and requested the City consider a lease of water for snowmaking. Mr. Daly subsequently was successful in his bid for the Powderhorn properties.

In the summer of 2011, staff met with City Council and received the go-ahead to negotiate with the new owners of Powderhorn, subject to City Council approval of any draft water contract provisions.

City Council met on July 30, 2012 and reviewed a staff presentation on the proposed Agreement.

Attachments:

Proposed Resolution Authorizing the Agreement Between Powderhorn Ski Company, LLC and the City for Use of City Water for Snowmaking at the Powderhorn Ski Resort.

Agreement between the City of Grand Junction and Powderhorn Ski Company, LLC

Map of City Reservoir properties and proposed pipeline.

RESOLUTION NO. ____-12

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN POWDERHORN SKI COMPANY, LLC AND THE CITY OF GRAND JUNCTION FOR THE LEASE OF CERTAIN CITY WATER FOR SNOWMAKING

RECITALS:

On July 30, 2012 the City Council considered a proposed agreement by and between the Powderhorn Ski Company, LLC and the City for the lease of certain City water to Powderhorn for snowmaking.

Councilmember Susuras, City Manager Englehart, City Utility Director Trainor and City Attorney Shaver and staff from the water and engineering departments have negotiated with Powderhorn and have informally come to terms.

The negotiating team recommends approval of the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City, by and through the City Council and the signature of its President, does hereby approve, authorize and ratify the terms, covenants, conditions, duties and obligations to be performed by the City and Powderhorn in accordance with the contract and does direct that the City perform under and according to the agreement.

DATED this _____ day of _____ 2012.

President of the Council

Attest:

City Clerk

**AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION
AND POWDERHORN SKI COMPANY, LLC**

This AGREEMENT is made and entered into by and between the City of Grand Junction, hereinafter referred to as the “City” and Powderhorn Ski Company, LLC, hereinafter referred to as “Powderhorn.” Collectively the City and Powderhorn may be referred to as the Parties. Powderhorn may be referred to as Lessee.

A. PURPOSE:

Formalize the collaboration and agreement between the City and Lessee for the use by Lessee of a maximum of 140, non-interruptible as that concept is defined herein, acre feet of the City’s municipal water supply for snowmaking, which may be referred to as the Project.

Develop and implement a mechanism for continued communication and consultation between the Parties in the processes and practices of drawing and using the water for the Project for the purposes of and in accordance with this Agreement; and

The parties desire to ensure an appropriate level of continued involvement by each party in Project planning and development and compensation to the City.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties are committed to working together, not as legal partners or joint venturers but as collaborators, to develop the Project that will serve to draw, transport and apply the water, as established by agreement between the Parties, to beneficial use.

The Parties recognize and agree that use/development decisions made by one party affect decisions by the other and that in order to accomplish the Purposes of this Agreement each Party will be presumed and reasonably required to act to benefit the other.

The Parties further recognize and agree that communication from one party to the other is key to the success of the Project.

C. LESSEE SHALL:

1. Use the water supplied pursuant to this Agreement for snowmaking at the Powderhorn ski area. When the approximate locations of the snowmaking equipment are identified, provide a map thereof to the City.

2. Design and construct a pump station, pipeline and other means of drawing and conveying the water from the Somerville Reservoir. The approximate location of the pump station and pipeline are shown on attachment A.
3. Pay the cost of construction, installation, operation and maintenance of the necessary pump station, pipeline, electrical service, meter(s) and other means of drawing, conveying, consuming and as applicable storing the water.
4. Powderhorn shall design, construct and install, or cause at its own expense the design, construction and installation of those on-site and off-site improvements necessary or required for the Project. A list thereof is attached and incorporated by this reference ("Improvements" or "the Improvements"). The Parties stipulate and agree that the improvements list is not complete or exhaustive and shall be amended upon completion of final design.
5. The scope of this project is such that the City may have to engage independent consultants(s) to adequately provide inspection services; Powderhorn agrees to pay such costs, in addition to all others for which Powderhorn is responsible hereunder. Inspection service(s) fees shall be reviewed and approved by Powderhorn prior to engagement of consultants. Consultant service(s) shall not start until agreement has been reached on the cost(s) of the consultants. The City agrees that it will use consultant services only as reasonably necessary.
6. Powderhorn shall commence work on the Phase I Improvements within 72 months from the signing of this Agreement by the parties; that date is known as the "Commencement Date." Powderhorn shall demonstrate to the City that it has the financial resources to start and finish the Improvements.

Phase I Description

- a. Pump station at Somerville Reservoir including the connection and valving at the outlet pipe at the base of the dam.
- b. Supply line from Somerville Reservoir to the top of chair #2, approximately 13,000 lineal feet of pipe, and then continuing to the top of Chair #1 including distribution hydrants on Upper Tenderfoot and Upper Maverick.
- c. Electrical service from the Grand Valley underground power line running through the Foster property, in the same trench as the water line, to the Powderhorn Somerville reservoir pump house.

- d. Electrical operating power service along the Upper Tenderfoot line from the top of Chair #2 including connection pedestals.
 - e. Snowmaking distribution line with hydrants from the top of chair #1 down Bill's Run to a connection on the lower mountain to the existing snowmaking system servicing Lower Maverick, Lower Peacemaker and the Easy Rider beginner area.
 - f. Electrical operating power service along the Bill's Run distribution line including the Easy Rider trails in the beginner area.
7. Powderhorn shall complete Phase I of the Improvements by the end of eighteen months from the Commencement Date; that date is known as the "Completion Date." This time period should account for adverse weather warning of an early winter and still allow enough time the next summer to complete the project.

Should Powderhorn fail to complete construction on or before the Completion Date, except as the result of "Acts of God", Powderhorn shall have the option to extend the term of this Agreement for 3 years by making a one-time payment of \$50,000. Furthermore, and as an express condition of the one-time 3 year extension "Extension Term" Powderhorn understands and agree that the Project shall be completed on or before the expiration of the Extension Term. If the one-time payment of \$50,000 is not paid to the City and/or if the Extension Term is exercised and the Project is not complete, then this Agreement shall terminate.

8. Reclaim/re-vegetate the City-provided temporary construction easement/material storage area upon completion of construction. The City, in consultation with Powderhorn, shall prepare the reclamation/revegetation plan for the Lessee's use.
9. At all times use good land stewardship practices, including dust mitigation, erosion control and noxious weed control, on City property that is used by the Lessee.
10. Pay a per acre foot charge of \$156.00 from 2013 -2053, for each and every acre foot consumed from the Reservoir(s), including transportation loses from evaporation when transferring water from the Anderson Reservoirs to the Somerville Reservoir.

The charges to be paid by Powderhorn (water storage and water consumption) shall be adjusted each year by 50% of the Denver Boulder CPI/U.

Flow meter(s) shall track consumption to the nearest gallon.

A 17.5% evaporation rate for water transferred from the Anderson Reservoirs to Somerville shall be applied. For example at that rate (17.5%) if Powderhorn bought 100 acre feet for the 2013/14 ski season, the City would transfer 117.5 acre feet to the Somerville Reservoir in order to account for evaporative loss from the ditch transfer from one reservoir to the other. The evaporation rate will be reviewed and may be adjusted by the City after four years of transfers for the Project. The evaporation rate shall be set as closely as possible to reflect actual losses.

11. All payments to the City (consumption and storage if Powderhorn elects to request storage as provided in paragraph C-14) will be made November first of each year for the amount of water designated by Powderhorn for the following year. The first year's payment shall be made in the year the pipeline and pump house are substantially complete and operational.
12. Powderhorn shall notify the City by April 30th of each year, in writing to the person and at the address shown herein, of the number of acre feet of water it intends to purchase and/or store for the Project.
13. In order to ensure availability of water for the Project Powderhorn may at its option request that the City annually hold up to 140 acre feet of additional water for Powderhorn's use and benefit. Powderhorn shall annually designate in writing by April 30th of each year the amount of what that it desires to be stored.

The City will store the amount of water designated by Powderhorn for a fee of \$60.00 per acre foot. Stored water, if any, shall be made available for Powderhorn's use from year to year as otherwise provided by this Agreement. The storage fee shall be in addition to the \$156.00 per acre foot consumption fee. Powderhorn's failure to notify and/or pay the City shall relieve the City from any obligations to store water for the Project as described in this paragraph.

D. CITY SHALL:

1. Provide a use easement for the term of the lease for the pipe and a temporary construction easement/material storage area for construction staging/construction management. City will also provide a lay down area for construction of the pump house and pipeline which area which be returned to

the city in a clean and seeded condition.

2. The water for the Project shall be first made available by the City by October 15 and end on or before April 15 of each year.
3. Volume and dates of availability of water for the Project are assumed and agreed as follows: a) up to 140 acre feet at build out of the snowmaking system; b) build-out is not anticipated for ten years; and c) at completion of the first phase of the snowmaking system on or about November 2013, Powderhorn will require approximately 60 acre feet.

E. BOTH PARTIES SHALL:

1. Cooperate in Project construction decision making especially when the decision(s) has or may have an impact on water quality. That cooperation shall be made and/or given in a manner consistent with the responsibilities and authorities assigned by this agreement or other applicable law or policy.
2. Work together to achieve maximum benefits from available resources while safeguarding the City's water quantity and quality. Efficiency and effectiveness toward attaining that goal can be made by a reduction in the duplication of effort and working to attain better overall coordination of land and ecosystem management.
3. Make available, upon request, survey and topography documentation.
4. During the non-snowmaking months, April 15 through October 15, the parties would contemplate that they may employ a "pumpback" to have the opportunity to pump water from Powderhorn back to the Somerville reservoir, for storage for snowmaking purposes. Any such pumpback would be credited against Powderhorn's non-interruptible reserve. The parties have not had the opportunity to fully study the pumpback but believe it could benefit them by reducing the amount of water that would need to be reserved for Powderhorn during drought years. The City and Powderhorn agree that the pump back concept will be studied further and if it is of economic benefit to both entities then this agreement may be modified to provide a credit against the annual water consumption fee or other mutually agreeable consideration.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES TO:

1. **COLORADO OPEN RECORDS ACT (CORA)**. Any information furnished to the City under or pursuant to this agreement is subject to disclosure to others under or in accordance with the Open Records Act.
2. **NON-EXCLUSIVE USE**. This Agreement in no way limits or restricts the City from participating in similar water use projects or activities with other public or private agencies, organizations or persons.
3. **COMMENCEMENT/EXPIRATION/TERMINATION**. This Agreement takes effect upon the signature of the Lessee and City and shall remain in effect for forty (40) years from the date of execution. This Agreement may be extended or amended in writing with assent to the extension or amendment requiring the same approval/formality as was required at the inception of the agreement.

Either the Lessee or the City may terminate this Agreement with a 60 month written notice to the other(s). Termination shall occur only for and in the advent of a breach of a material term of this agreement as the same is defined herein. Each and every term and condition of sections C, D and E(1), (2) and (3) hereof shall be deemed to be a material terms. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default. If a default is declared, notice shall be given by the non-defaulting party to the defaulting party as provided in section 5. After a notice of default is given the defaulting party shall have a reasonable period of time to cure the default. The parties stipulate and agree for a claimed default that does not credibly present an imminent life, health or safety hazard a reasonable cure period shall be not more than 6 months. In the event the default does credibly present an imminent life, health or safety hazard the cure period shall be as agreed upon by the parties but in any event not more than 72 hours.

In the event of termination the Lessee shall be allowed to remove its pump, pump house, pipeline and other improvements and upon removal shall restore the City property to the condition it existed prior to installation.

4. **RESPONSIBILITIES OF PARTIES**. The Lessee and the City and their respective officers, employees and agents shall be responsible for the administration of their activities and the utilization of their resources dedicated to the completion of the Project by and with the expenditure of their own funds. Each party shall carry out its separate activities in a coordinated and mutually beneficial manner.
5. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

City of Grand Junction
City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, Colorado 81501
970-244-1508

Powderhorn
Andy Daly
Powderhorn Ski Co., LLC
P.O. Box 250
Mesa, Colorado 81643
970-331-8245

These shall be the persons contacted for purposes of any notice provided for in this Agreement.

6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this Agreement shall obligate the City to obligate, appropriate or transfer any funds. Specific work projects or activities that involve the transfer or expenditure of funds will require separate budget approval and be contingent upon the appropriation of funds.
7. **AUTHORIZED REPRESENTATIVES.** By signature below, the Parties certify that the signatories to the document are authorized to act in all matters related to, arising out of or under this agreement.
8. **ASSIGNABILITY.** Powderhorn may assign the rights provided in this Agreement to any successor as owner and/or operator of Powderhorn with the understanding that the new owner or operator must abide by all terms and conditions of this Agreement. Powderhorn shall notify the City in writing of any assignment.

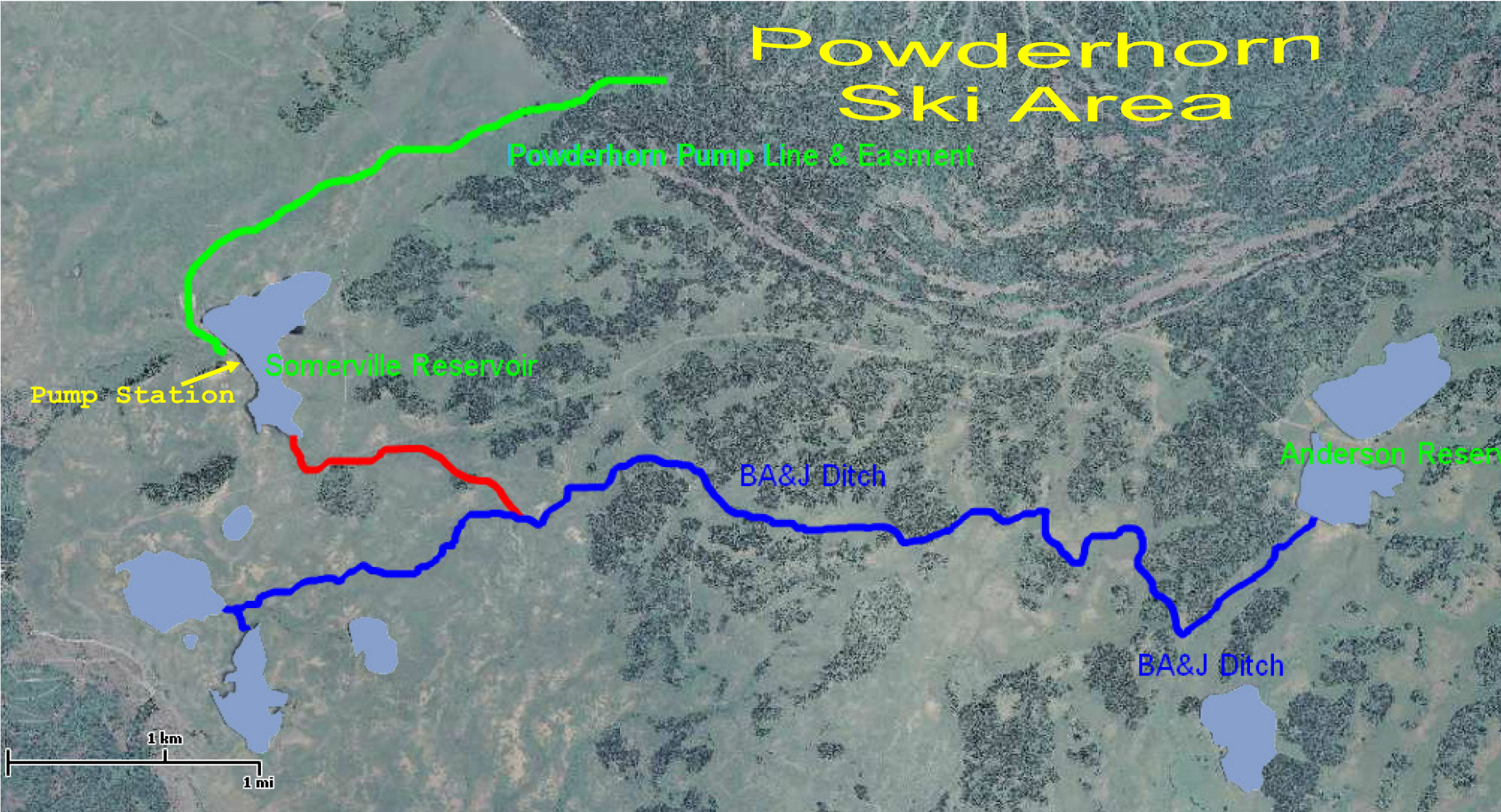
THE PARTIES HERETO have executed this instrument this _____ day of _____, 2012.

CITY OF GRAND JUNCTION

POWDERHORN SKI COMPANY, LLC

Attachment A

Powderhorn Water Agreement





Attach 7

CITY COUNCIL AGENDA ITEM

Date: August 2, 2012
Author: Jay Valentine
Title/ Phone Ext: Financial
Operations Manager/x-1517
Proposed Schedule: August 15,
2012
2nd Reading
(if applicable): _____
File # (if applicable): _____

Subject: Contract for Purchase of Third Party Natural Gas Services

Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract for Natural Gas Services with A M Gas Marketing Corp., Aspen, CO for Nine City Facilities

Presenter(s) Name & Title: Terry Franklin, Utilities, Streets, and Facilities Deputy Director
Jay Valentine, Financial Operations Manager

Executive Summary: For several years the City has contracted with a third party natural gas provider. By contracting with a third party provider, the City will achieve savings over the amount that would otherwise be paid to Xcel.

This request is to enter into a contract with A M Gas Marketing Corp., Aspen, CO to provide third party natural gas services to nine City facilities.

Background, Analysis and Options:

For several years, the City and Mesa County have cooperatively contracted with a third party natural gas service company to supply certain qualifying facilities with natural gas for the purposes of building and water heating. Currently, the City has three facilities on contract for these services (Two Rivers Convention Center, Orchard Mesa Pool, and Persigo Sludge Processing Building).

For buildings that qualify, the purchase of third party natural gas allows for viable cost savings to those buildings, while maintaining uninterrupted gas supplies. The ability for a building to qualify depends on the minimum quantity of gas used by that building on a monthly basis. In January of this year, new tariffs were passed that allowed for buildings of lower quantity usage to qualify for these cost savings.

The third party natural gas suppliers are able to provide savings over Xcel due to their ability to purchase future blocks of natural gas at a discount, from Xcel, within the main distribution line. The third party supplier is responsible for the accuracy of usage and

demand, and in the type of service selected, accepts the burden for any cost overages, underages, and penalties.

A joint City and County formal Request for Proposal was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association (WCCA), and a source list of vendors, and advertised in The Daily Sentinel.

Three proposals were received for this solicitation, all of which were found to be responsive and responsible. Of the three, an evaluation committee of City and County personnel found that A M Gas Marketing Corp., Aspen, CO was the best fit and value to provide these services.

The following firms proposed on the project:

| Company | City & State |
|-----------------------------|-------------------------|
| A M Gas Marketing Corp. | Aspen, CO |
| Seminole Retail Energy, LLC | Denver, CO |
| Tiger Natural Gas, Inc. | Boulder, CO |

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

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

These types of natural gas contracts allows the City to continue to provide quality services to our citizens by maintaining an uninterrupted gas supply, while recognizing cost savings for buildings/facilities that qualify.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

Although it will vary from winter to summer, the savings from entering into this contract is expected to be about 20-25%. For the past 12 month period, the cost savings for the current 3 facilities on third party natural gas services are:

- Two Rivers Convention Center = \$ 7,169.00 (25%)
- Orchard Mesa Pool = \$ 9,253.00 (26%)
- Persigo Sludge Processing Building = \$ 3,106.00 (24%)

With the addition of the additional six facilities (City Hall, Utilities & Streets Operations Building "A", CNG Filling Station, Fleet Building, Lincoln Park/Moyer Pool, Persigo Operations Building #4), the City's cost savings is expected increase significantly.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

None.

Attachments:

None



Attach 8

CITY COUNCIL AGENDA ITEM

Date: July 31, 2012

Author: Amy Jordan

Title/ Phone Ext: Deputy Director:

Administration / 970-248-8597

Proposed Schedule: August 15,

2012

2nd Reading (if applicable): NA

File # (if applicable):

Subject: Airport Improvement Program Grant for an Aircraft Rescue Firefighting Vehicle

Action Requested/Recommendation: Authorize the Mayor and City Attorney to sign the original FAA AIP-50 Grant Documents to Acquire Aircraft Rescue and Firefighting Vehicle at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-50

Presenter(s) Name & Title: Rex A. Tippetts, AAE, Director of Aviation

Executive Summary:

AIP-50 is a grant for \$700,000.00 to acquire an aircraft rescue firefighting vehicle. The acquisition will replace an existing 24 year old rescue firefighting vehicle. The Supplemental Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

Background, Analysis and Options:

Federal Aviation Regulation, Part 139, requires the Grand Junction Regional Airport to provide primary firefighting response for the Airport. For additional information, please see the attached Detailed Project Summary.

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

This grant acceptance will support the Council's Goal # 9 by enhancing and maintaining the air transportation system within the region.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority approved AIP-50 at their July 24, 2012 meeting.

Financial Impact/Budget:

No funds are being requested of the City of Grand Junction.

Legal issues:

Standard review by the City Attorney.

Other issues:

None.

Previously presented or discussed:

None.

Attachments:

1. Detailed Project Summary
2. Grant Agreement for AIP-50
3. 2012 Sponsor Assurances (Latest Addition)
4. Supplemental Co-sponsorship Agreement.
5. List of Current FAA Advisory Circulars

**Grand Junction Regional Airport
Acquire Aircraft Rescue and Firefighting Vehicle**

Detailed Project Summary

Project Number: 3-08-0027-050

Federal Aviation Regulation, Part 139, requires the Grand Junction Regional Airport to provide primary firefighting response for the Airport. The Airport currently has two Aircraft Rescue and Firefighting Vehicles, an Oshkosh Striker, which was acquired in 2006, and an Oshkosh T-1500, which was acquired in 1988.

The Federal Aviation Administration Advisory Circular 150/5220-10E, discusses replacement need and life expectancy of Aircraft Rescue Firefighting Vehicles, stating, “On average, an ARFF vehicle normally has a 10-12 year service life.” The Airport has received funding to replace the Oshkosh T-1500, which is currently 24 years old.

The total federal grant amount for project number 3-08-0027-50, Acquire Aircraft Rescue Firefighting Vehicle, is \$700,000.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Denver Airports District Office
26805 E. 68th Avenue, Room 224
Denver, Colorado 80249

PLEASE READ BEFORE EXECUTING GRANT

June 20, 2012

The Honorable Bill Pitts, Mayor
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Mr. Craig J. Meis, Chairman
Board of Mesa County Commissioners
544 Rood Ave.
Grand Junction, CO 81501

Mr. Doug Simons, Chairman
Grand Junction Regional Airport Authority
2828 Walker Field Drive, Suite 301
Grand Junction, CO 81501

Dear Mayor Pitts, Commissioner Meis, and Chairman Simons,

Enclosed are four copies of a grant offer for Airport Improvement Program Project No. 3-08-0027-50 for the Grand Junction Regional Airport in which \$700,000 of Federal funds have been obligated to accomplish the project described on page 1 of the grant offer. Please complete Part II (Acceptance) by having the authorized officials execute the last page of the grant offer. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the grant agreement, please return one copy to this office. The other copies are for your records.

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook (2006).

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: June 20, 2012
Airport: Grand Junction Regional
Project Number: 3-08-0027-50
Contract Number: DOT-FA12NM-1005
DUNS #: 156135394

To: City of Grand Junction and the County of Mesa, Colorado and the Grand Junction Regional Airport Authority
(herein called the "Sponsor")

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

Whereas, the Sponsor has submitted to the FAA a Project Application dated January 13, 2012 for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Acquire Aircraft Rescue and Fire Fighting Vehicle

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 per centum thereof.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$700,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0 for planning
\$700,000 for airport development.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall 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 15, 2012, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. 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 January 25, 2012, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is mutually understood and agreed that 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 \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
13. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.
14. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
15. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority and the City of Grand Junction entered into between the parties on June 16, 2011. 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.

16. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority and the County of Mesa entered into between the parties on June 16, 2011. 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.
17. The sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the engineering services contract, and that amount will not be paid to the Engineer until acceptable final project documentation is provided.
18. **TRAFFICKING IN PERSONS:**
 - a. Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. Provisions applicable to any recipient.**
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

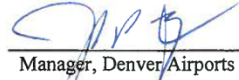
d. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
19. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.

#

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 Title 49, U.S.C., Subtitle VII, Part B, as amended 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**



Manager, Denver Airports District Office

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 do 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.

Executed this _____ day of _____, 2012.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

Attest: _____

By: _____
(Typed Name of Sponsor's Designated Representative)

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

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

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

Dated at _____ this ____ day of _____, 2012.

Signature of Sponsor's Attorney

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 do 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.

Executed this _____ day of _____, 2012.

COUNTY OF MESA, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

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

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

Dated at _____ this ____ day of _____, 2012.

Signature of Sponsor's Attorney

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 do 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.

Executed this _____ day of _____, 2012.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

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

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

Dated at _____ this ____ day of _____, 2012.

Signature of Sponsor's Attorney



**FAA
Airports**

Grant Assurances Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

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

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

Federal Legislation

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

Executive Orders

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

Federal Regulations

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

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

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

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

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

- 16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:

 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined in Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

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

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

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

31. Disposal of Land.

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

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

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

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

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2012, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-50 (“Project”).

D. The FAA is willing to provide approximately \$700,000.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Doug Simons, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager



**FAA
Airports**

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

Updated: 1/25/2012

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

| NUMBER | TITLE |
|-------------------------|--|
| 70/7460-1K | Obstruction Marking and Lighting |
| 150/5000-13A | Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B Change 1 | Airport Master Plans |
| 150/5070-7 | The Airport System Planning Process |
| 150/5100-13B | Development of State Standards for Non Primary Airports |
| 150/5200-28D | Notices to Airmen (NOTAMS) for Airport Operators |
| 150/5200-30C | Airport Winter Safety and Operations |
| 150/5200-33B | Hazardous Wildlife Attractants On or Near Airports |
| 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 | Airport Rescue & Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |

| NUMBER | TITLE |
|-------------------------------|--|
| 150/5210-19A | Driver's Enhanced Vision System (DEVS) |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Firefighting Vehicles |
| 150/5220-16D | Automated Weather Observing Systems for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Firefighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20 Change 1 | Airport Snow and Ice Control Equipment |
| 150/5220-21B | Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments |
| 150/5220-22A | Engineered Materials Arresting System (EMAS) for Aircraft Overruns |
| 150/5220-23 | Frangible Connections |
| 150/5220-24 | Foreign Object Debris Detection Equipment |
| 150/5300-7B | FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes |
| 150/5300-13 Changes 1 - 18 | Airport Design |
| 150/5300-14B | Design of Aircraft Deicing Facilities |
| 150/5300-16A | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C | General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey |
| 150/5300-18B | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5C Change 1 | Surface Drainage Design |
| 150/5320-6E | Airport Pavement Design and Evaluation |
| 150/5320-12C Change 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |

| NUMBER | TITLE |
|---------------|--|
| 150/5325-4B | Runway Length Requirements for Airport Design |
| 150/5335-5B | Standardized Method of Reporting Airport Pavement Strength PCN |
| 150/5340-1K | Standards for Airport Markings |
| 150/5340-5C | Segmented Circle Airport Marker System |
| 150/5340-18F | Standards for Airport Sign Systems |
| 150/5340-30F | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L821 Panels for the Control of Airport Lighting |
| 150/5345-5B | Circuit Selector Switch |
| 150/5345-7E | Specification for L824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10G | Specification for Constant Current Regulators Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacon |
| 150/5345-13B | Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | Specification for L823 Plug and Receptacle, Cable Connectors |
| 150/5345-27D | Specification for Wind Cone Assemblies |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39D | FAA Specification L853, Runway and Taxiway Retroreflective Markers |
| 150/5345-42F | Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories |
| 150/5345-43F | Specification for Obstruction Lighting Equipment |
| 150/5345-44J | Specification for Taxiway and Runway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specifications for Series to Series Isolation Transformers for Airport Lighting System |
| 150/5345-49C | Specification L854, Radio Control Equipment |

| NUMBER | TITLE |
|-------------------------|---|
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flasher Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53C | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-1884, Power and Control Unit for Land and Hold Short |
| 150/5345-55A | Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-9 | Planning and Design of Airport Terminal Facilities at Non-Hub Locations |
| 150/5360-12E | Airport Signing and Graphics |
| 150/5360-13 Change 1 | Planning and Design Guidance for Airport Terminal Facilities |
| 150/5360-14 | Access to Airports By Individuals With Disabilities |
| 150/5370-2F | Operational Safety on Airports During Construction |
| 150/5370-10F | Standards for Specifying Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement |
| 150/5380-6B | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5390-2B | Heliport Design |
| 150/5395-1 | Seaplane Bases |

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

DATED: 1/25/2012

| NUMBER | TITLE |
|------------------------------|--|
| 150/5100-14D | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-15A | Civil Rights Requirements for the Airport Improvement Program |
| 150/5100-17 Changes 1 - 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5200-37 | Introduction to Safety Management Systems (SMS) for Airport Operators |
| 150/5300-15A | Use of Value Engineering for Engineering Design of Airports Grant Projects |
| 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| 150/5370-6D Changes 1 - 4 | Construction Progress and Inspection Report – Airport Grant Program |
| 150/5370-12A | Quality Control of Construction for Airport Grant Projects |
| 150/5370-13A | Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt |
| 150/5380-7A | Airport Pavement Management Program |

THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY

DATED: 1/25/2012

| NUMBER | TITLE |
|---------------|--|
| 150/5000-12 | Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1) |



Attach 9

CITY COUNCIL AGENDA ITEM

Date: July 30, 2012

Author: Lee Cooper

Title/ Phone Ext: Project

Engineer, 256-4155

Proposed Schedule: August 15, 2012

2nd Reading

(if applicable): N/A

File # (if applicable): _____

Subject: Construction Contract for the 2012 Waterline Replacement Project

Action Requested/Recommendation: Authorize the Purchasing Division to Execute a Construction Contract with M.A. Concrete Construction, Inc. for the Construction of the 2012 Waterline Replacement Project in the Amount of \$809,915

Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director
Jay Valentine, Financial Operations Manager

Executive Summary:

This Project is aimed at replacing aging waterlines in the City's water distribution system. The average age of the waterlines being replaced on this project is 48-years old and are made of either steel or ductile iron pipe. The oldest waterline being replaced was installed in 1957. Typically, the service life for a buried pipe made of either steel or ductile iron pipe is 50-years. As a result of the pipes' age, the existing waterlines are now beginning to experience periodic breaks due to the corrosion of the pipes.

Background, Analysis and Options:

Due to age and condition, approximately 6,300 Lineal Feet (1.19 miles) of existing asbestos cement, steel and ductile iron waterlines of varies sizes is scheduled to be replaced with new PVC (plastic) waterlines. The following list shows the locations for installation of new waterlines as part of the 2012 Waterline Replacement Project:

- **Grand Avenue** – 2nd Street to 5th Street
- **Ouray Avenue** – 19th Street to 22nd Street
- **20th Street** – Ouray Avenue to Chipeta Avenue
- **Orchard Avenue** – 23rd Street to 24th Street
- **24th Street** – Orchard Avenue to Santa Fe Drive (Mantey Heights area)
- **Bookcliff Avenue** – 22nd Street to 24th Street

The waterline replacement project is scheduled to begin August 27, 2012 with an expected completion date of December 7, 2012. Construction will take place during the daytime hours.

A formal solicitation was advertised in the Daily Sentinel, and sent to the Western Colorado Contractors Association (WCCA). Three (3) bids were received from the following firms:

| Firm | Location | Amount |
|--|----------------------------------|----------------------------|
| <i>M.A. Concrete Const., Inc.</i> | <i>Grand Junction, CO</i> | <i>\$809,915.00</i> |
| Sorter Construction, Inc. | Grand Junction, CO | \$811,845.00 |
| Iron Woman Construction | Denver, CO | \$919,530.00 |

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

The 2012 Waterline Replacement Project supports the following Goal from the comprehensive plan:

Goal 12: *Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.*

The City of Grand Junction has the responsibility of providing safe and reliable domestic water service to the citizens and businesses of Grand Junction. As a result of yearly replacements of old City waterlines that are prone to corrosion and breaks with new PVC waterline pipe; the City will have a waterline infrastructure that is reliable delivering safe and clean water for many years to come.

Board or Committee Recommendation:

None

Financial Impact/Budget:

The Water Fund has \$537,750 budgeted for the construction of this project. There is a water tank painting project budgeted for 2012 (\$400k) that will be delayed until 2013. The shortfall in funding will be made up using money budgeted in 2012 for the water tank painting project. We will move the tank painting project to 2013 and reduce the 2013 Water Line Replacement project by \$272,165.00. This reallocation of funds in 2012 and 2013 will be a net impact to the fund balance of \$0.00.

Project Costs:

| | |
|--|---------------------|
| Total Construction Contract Amount - | \$809,915.00 |
| Budgeted Funds | \$537,750.00 |
| Shortfall (reallocated from Water Tank Painting in 2012) | \$272,165.00 |
| Total Project Cost = | \$809,915.00 |

Legal issues:

None

Other issues:

None

Previously presented or discussed:

N/A

Attachments:

None



Date: July 13, 2012
Author: Senta Costello
Title/ Phone Ext: Senior Planner /
Ext. 1442
Proposed Schedule:
1st Reading: August 1, 2012
2nd Reading: August 15, 2012
File Number: ZCA-2012-333

Attach 10

CITY COUNCIL AGENDA ITEM

Subject: Repeal of Title 22 of the Grand Junction Municipal Code Concerning Submittal Standards for Improvements and Development

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Rezone Ordinance

Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director
Senta Costello, Senior Planner

Executive Summary:

Staff recommends removal of Title 22, Submittal Standards for Improvements and Development (SSID) Manual from the Zoning and Development Code. The SSID Manual will be retained as a technical procedures manual.

(<http://www.codepublishing.com/co/grandjunction/?html2/GrandJunction22/GrandJunction22.html>)

Background, Analysis and Options:

SSID is intended to describe the type and form of information and documentation that is required for various types of development applications in order for the various review agencies to complete their review of the applications. SSID provides these requirements in a “user-friendly” format, so that applicants can readily determine what documentation and information to submit with their application.

City staff developed submittal checklists, the precursor to the SSID manual, in 1992 in an attempt to avoid confusion and misunderstanding about which drawings, reports, or other information were necessary for proper review of applications. Those checklists identified items to be submitted as part of various applications by name only. City staff then developed SSID in order to clarify not only what items should be submitted for review, but to also establish standards for those items. SSID was developed with input from developers, home builders, realtors, architects, landscape architects, materials testing companies, surveyors, engineers, utility companies, special districts, and County representatives. The adoption and use of the SSID manual has greatly enhanced the development review process, removing ambiguities, encouraging consistent and quality submittals and reducing review time.

SSID was adopted as part of the Zoning and Development Code on June 2, 1993 by Ordinance No. 2679. Staff has found, however, that with the advent of electronic review processes and changing software technology there is a need for the submittal standards to be more flexible. Therefore Staff requests and recommends that the SSID manual be removed from the Zoning and Development Code. While the Zoning and Development Code provides substantive and legally binding standards for development and land use, the SSID manual is intended to be an operational manual to aid the development community and the various review agencies by ensuring relatively well-defined and consistent application components. To remain an effective tool for the development community and the various review agencies, SSID must be a more flexible document, subject to frequent review and revision in a relatively simple manner, as subtle changes in submittal standards are introduced.

The proposed repeal of the SSID sections of the Zoning and Development Code will not eliminate SSID as an operational tool, but will mean that SSID will no longer have the force of law.

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

The proposed amendment is consistent with the following goals and policies of the Comprehensive Plan:

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

Policy 6A: In making land use and development decisions, the City and County will balance the needs of the community.

The above goal and policy are furthered by the repeal of SSID, making SSID a flexible, operational document rather than a substantive part of the Zoning and Development Code. This will promote consistent review of development applications while maintaining flexibility as software and other technology changes (Goal 1). By making SSID a more flexible document, City staff can be more responsive to the needs of the development community and the review agencies (Policy 6A).

Board or Committee Recommendation:

The SSID Manual is a technical manual. The Planning Commission did not forward a recommendation.

Financial Impact/Budget:

N/A

Legal issues:

The proposed amendment has been reviewed by the Legal Division and found to be compliant with applicable law. Legal staff advises that by repealing SSID, the provisions of the SSID manual will not have the force of law. The SSID manual can still be used as an operational tool, however, to encourage consistent submittals.

Other issues:

N/A

Previously presented or discussed:

N/A

Attachments:

Email of Support from land use/development consultants
Proposed Ordinance

7/24/2012 3:23:13 PM

Senta,

I was heading out of town in early July when you sent the Draft SSID document. I applaud you/Staff for cleaning up this document as over the last many years it has become close to useless as a 'reference' due to the streamlining of submittal processes (a good thing) and the totally messed up cross-referencing of SSID page numbers (a bad thing).

As I understand it the SSID manual resides within City Code. I assume much of the reason it is now so messed up is that all 'house cleaning' type changes must go to Council ... and they understandably have much bigger items to deal with. This document should not reside within the City Code as current and future changes should be handled Administratively. We know that technology alone is changing the way staff, review agencies, and consultants do business, and the SSID manual needs to be able to adapt at the same pace. I would suggest that an 'appeal-like' process be in place so that if at some point the development community had good reason to add or omit something substantial to SSIDs, and staff was uncomfortable in doing so, that component could be taken to Council. I do not have a good example of what might trigger this, but you never know.

Thanks for the forum to provide input.

Ted Ciavonne, RLA

Ciavonne Roberts & Associates
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 N. 7th
Grand Junction, CO 81501
Ph (970) 241-0745
Fx (970) 241-0765
ted@ciavonne.com

A ■ C ■ G

Austin Civil Group, Inc.

Land Planning ■ Civil Engineering ■ Development Services

August 3, 2012

Ms. Senta Costello
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Re: Submittal Standards for Improvements and Development

Dear Ms. Costello:


The purpose of this letter is to notify the City of Grand Junction / City Council that Austin Civil Group, Inc. (ACG) is in support of removing the Submittal Standards for Improvements and Development (SSID) manual from the City of Grand Junction's Code.

As engineering professionals who deal with City staff on a frequent basis, we can attest to the fact that the Public Works and Planning Department has made tremendous progress and saved the development community money by converting their development review and approval process to "paperless" system. Technology is quickly changing the way we have historically conducted business and ACG would like to see City staff have the flexibility to modify their submittal standards to accommodate these new technologies without having to go through the lengthy, formal public process to modify the Code.

If you have any additional questions or concerns, please give me a call at 970-242-7540.

Sincerely,

Austin Civil Group, Inc.



Mark Austin, P.E.
President



July 26, 2012

Senta Costello, Senior Planner
City of Grand Junction
Department of Public Works and Planning
250 North Fifth Street
Grand Junction, CO 81501

Via: Electronic Transmission

RE: SSID REWRITE

Dear Senta:

Thank you for the opportunity to review the proposed changes to the SSID Manual. My only suggestion would be to allow submission of the Tax Certificate that can be obtained directly from the County's web site.

I would also like to offer my support in separating the SIDD document from the *Zoning and Development Code*. It is my opinion, that doing so will give the department greater flexibility to make adjustments to the manual in a timelier manner and response to changes in development techniques and technology as they occur in the future.

As always, if you have any questions or require any additional information do not hesitate to contact me.

Respectfully,


Tom Logue



July 31, 2012

Senta L. Costello
Senior Planner
Public Works & Planning Dept
City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

RE: Support removing the SSID from the Code Manual

Dear Ms. Costello:

Vortex Engineering & Architecture, Inc. supports the proposal to remove the City of Grand Junction's Submittal Standards for Improvements and Development (SSID) from the City's Municipal Code. It is the experience of Vortex that when a jurisdiction codifies submittal standards, it is far more difficult for Staff to exercise discretion and flexibility in their review process.

Removing the SSID from the Municipal Code will enable Development Staff to complete minor changes to existing and previously approved plans in a timely manner. This may forestall requiring a project to enter back into a lengthy process that often becomes a rehashing of the previous review and approval of the project by City Staff. Providing a level of flexibility to Development Staff will potentially allow for a more expeditious review process for the developer and a savings to the City in personnel hours.

Thank you for the opportunity to provide our input regarding this proposed change. Upon your review, should you have any questions or wish to discuss this further, please do not hesitate to contact me at 970-245-9051.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Jones II". The signature is fluid and cursive, with a large, stylized "J" at the end.

Robert W. Jones II, P.E.
President and CEO
Vortex Engineering & Architecture, Inc.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REPEALING TITLE 22, SUBMITTAL STANDARDS FOR IMPROVEMENTS AND DEVELOPMENT (SSID), OF THE GRAND JUNCTION MUNICIPAL CODE

Recitals:

On April 5, 2010 the Grand Junction City Council adopted the updated 2010 Zoning and Development Code, codified as Title 21 of the Grand Junction Municipal Code of Ordinances.

The Grand Junction City Council encourages updating of the Zoning and Development Code in order to maintain its effectiveness and responsiveness to the citizens' best interests.

After public notice and a public hearing before the Grand Junction City Council, the City Council hereby finds and determines that an amendment repealing the SSID manual will implement the vision, goals and policies of the Comprehensive Plan and should be adopted, and will still allow the SSID manual to be used as an operational tool to encourage consistent development applications and consistent review of development applications.

The intent of this amendment is not to eliminate SSID, but to render it an operational manual, rather than a substantive part of the Zoning and Development Code.

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

Title 22, Submittal Standards for Improvements and Development (SSID), of the Grand Junction Municipal Code is hereby repealed in its entirety.

INTRODUCED on first reading the 1st day of August, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2012 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk