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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 21, 2024
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Public Comments

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

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, August 21, 2024 or 4) submitting comments [online](#) until noon on Wednesday, August 21, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Minutes of the August 7, 2024 Regular Meeting

2. Resolutions

- a. A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$5,839,002 as a Co-sponsor with the Grand Junction Regional Airport

Authority for the Runway 12/30 Relocation Program Grading and Drainage Construction

- b. A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$16,100,920 as a Co-sponsor with the Grand Junction Regional Airport Authority for the Runway 12/30 Relocation Program Pavement Subbase Schedule 2 Construction
- c. A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$11,321,229 for the Runway 12/30 Relocation Program, Pavement Subbase Schedule 1 Construction as a Co-sponsor with the Grand Junction Regional Airport Authority
- d. A Resolution Authorizing the GJRAA to accept an FAA AIP Grant for the 12/30 Relocation Project for Pavement Subbase Construction Schedule 2 for Second Portion Consistent with the Language in the AIP 83 Grant Agreement as Co-sponsor with the Grand Junction Regional Airport Authority and to Execute the Co-Sponsorship Agreement when Received
- e. A Resolution Determining the Necessity of and Authorizing the Acquisition of Certain Property and Property Interests by Condemnation for Improvements to the Area at and near the Intersection of Ute Avenue 1st and 2nd Streets for Public Facilities of the City of Grand Junction on the Property to be Acquired

REGULAR AGENDA

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

3. Other Business

- a. Orchard Mesa Pool IGA Discussion

4. Public Hearings

- a. Legislative
 - i. An Ordinance Amending Title 21 Zoning and Development Code to Create a New Land Use Category for Interim Housing, to Create Temporary Use and Structure Standards for Interim Housing, and to Create a New Public Hearing Process for an Extended Temporary Use Permit

5. Other Action Items

- a. D 1/2 Road from 29 1/4 to 30 Road Undergrounding

6. Non-Scheduled Comments

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

7. Adjournment

Grand Junction City Council
Minutes of the Regular Meeting
August 7, 2024

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 7th day of August 2024 at 5:30 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Councilmember Anna Stout was absent.

Also present were Interim City Manager Andrea Phillips, City Attorney John Shaver, Planning Supervisor Niki Galehouse, Housing Manager Ashley Chambers, Principal Planner David Thornton, Community Development Director Tamra Allen, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

Council President Herman called the meeting to order. Councilmember Nguyen led the Pledge of Allegiance, followed by a moment of silence.

Appointments

To the Planning Commission and Zoning Board of Appeals

Councilmember Nguyen moved to appoint Orin Zyvan and Ian Moore to the Planning Commission for full terms expiring October 31, 2028, seconded by Council President Pro Tem Reitz. Motion carried by unanimous voice vote.

Council President Pro Tem Reitz moved to appoint Robert Quintero to the Planning Commission/Zoning Board of Appeals as the first alternate for a partial term expiring October 31, 2026, seconded by Councilmember Simpson. Motion carried by unanimous voice vote.

Public Comments

Public comments were heard from Crayton Edwards, Jeremy Sheets, and Giggles Cambron.

Interim City Manager Report

Interim City Manager Phillips informed Council of the Coffee with the City Manager event, which will take place August 9th at the Lincoln Park Hospitality Suite and is sponsored by the Latino Chamber of Commerce.

Boards and Commission Liaison Reports

Councilmember Kennedy shared updates about the Museums of the West events and new travel options at the airport.

Council President Pro Tem Reitz recognized the schoolboard and school district on the opening of the new Grand Junction High School.

Councilmember Simpson gave an update on the Riverside Technology Committee meeting.

Councilmember Beilfuss shared updates on the Commission on Arts & Culture, the Historic Preservation Board, the Business Incubator, and recycling.

Council President Herman shared his update on the Downtown Development Authority (DDA).

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of the July 15, 2024, Workshop
- b. Minutes of the July 17, 2024, Regular Meeting
- c. Minutes of the July 17, 2024, Special Meeting Executive Session
- d. Minutes of the July 24, 2024, Special Meeting Executive Session
- e. Minutes of the July 26, 2024, Special Meeting Executive Session

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Title 21 Zoning and Development Code to Create a New Land Use Category for Interim Housing, to Create Temporary Use and Structure Standards for Interim Housing, and to Create a New Public Hearing Process for an Extended Temporary Use permit and Setting a Public Hearing for August 21, 2024 – ***Moved to Regular Agenda***

3. Procurements

- a. Authorization for 2024 Sewer Replacement - Phase 2 Construction Contract
- b. Authorization for Kannah Creek Water Storage Tank Project Construction Contract
- c. Authorization for North Avenue Enhanced Transportation Corridor Design Services Contract

Councilmember Kennedy moved, and Councilmember Nguyen seconded to adopt Consent Agenda Items #1- #3, with the exception of Item #2a.i. Motion carried by unanimous voice vote.

REGULAR AGENDA

- 2a.i. Introduction of an Ordinance Amending Title 21 Zoning and Development Code to Create a New Land Use Category for Interim Housing, to Create Temporary Use and Structure Standards for Interim Housing, and to Create a New Public Hearing Process for an Extended Temporary Use permit and Setting a Public Hearing for August 21, 2024 (moved from Consent Agenda)**

As part of the Unhoused Needs Assessment, the community has identified that interim housing in the form of temporary shelter may serve as an important part of the housing continuum and is not a land use or structure contemplated by the existing Zoning and Development Code. An Interim Housing strategy has two primary components - regulations and programming. The current Zoning & Development Code does not contemplate Interim Housing as a use. Before the City can delve into programming, which includes considerations related to funding, location, and day-to-day site operations, regulations must be established so the use category (which will be defined by and through the regulations) may be considered.

Planning Supervisor Niki Galehouse gave a brief presentation on the process of amending the Title 21 Zoning and Development Code to create a new land use category for Interim Housing.

Ms. Galehouse answered questions from Councilmembers Kennedy and Beilfuss, Council President Pro Tem Reitz, and Council President Herman.

Councilmember Kennedy moved, and Councilmember Nguyen seconded to approve Item 2a.i. an Introduction of an Ordinance Amending Title 21 Zoning and Development

Code to Create a New Land Use Category for Interim Housing on first reading and present it for its second reading at the August 21, 2024, City Council Regular Meeting. Motion carried by unanimous voice vote.

4. Resolutions

a. A Resolution Authorizing the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs (DOLA) for the More Housing Now and Land Use Initiative

This request was for authorization to submit a grant application to the Department of Local Affairs (DOLA) for a \$2 million grant. This grant will support the infrastructure development of the Salt Flats project, a 21.45-acre site in the City of Grand Junction. The City would be required to fund approximately \$800,000, which includes a local match of \$500,000 and contingency funds should it need to be expended. The Salt Flats project aims to develop between 350 and 550 affordable and attainable housing units, addressing the critical need for housing in our community.

Housing Manager Ashley Chambers presented this item.

Ms. Chambers answered questions from Councilmember Kennedy and Council President Pro Tem Reitz.

The public hearing opened at 6:28 pm.

Comments were heard from Aaron Elliott and Doug Simmons.

The public hearing closed at 6:32 pm.

Comments were heard from Councilmember Kennedy, Simpson and Beilfuss, Council President Pro Tem Reitz and Council President Herman.

Council President Pro Tem Reitz moved, and Councilmember Nguyen seconded to adopt Resolution No. 52-24, a resolution authorizing the City Manager to submit a grant request to the Colorado Department of Local Affairs More Housing Now and Land Use Initiative under the Energy & Mineral Impact Assistance Fund Program. Motion carried by roll call vote 5-1 with Councilmember Simpson voting no.

Public Hearings

5a.i. An Ordinance to Amend the One Grand Junction Comprehensive Plan (Comprehensive Plan), which includes the Grand Junction Circulation Plan, and to Repeal the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan

Over the past several decades, the City, in some instances, partnering with Mesa County, has completed several neighborhood, subarea, and corridor (collectively, “subarea(s)” hereafter) planning efforts. The results of the work were to adopt either a plan for the subarea as an element of the Comprehensive Plan or a zoning overlay for the subarea, or in some cases, both a plan and a zoning overlay.

Since the subarea plans were adopted under previous growth plans or comprehensive plans, any review of or updates to such plans must be undertaken within the context of the One Grand Junction Comprehensive Plan (Comprehensive Plan), which later elevates to a citywide vision many of the same principles which motivated the subarea plans.

This agenda item is the result of the first round of efforts to implement this strategy, studying whether the policies and guidance adopted in the subarea plans have since been adequately addressed in the Comprehensive Plan. The analysis resulted in a recommendation to retire the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan, with minor amendments to the Comprehensive Plan, including the Grand Junction Circulation Plan.

Principal Planner David Thorton presented this item.

Questions were heard from Councilmember Kennedy.

The public hearing opened at 7:01 pm.

Comments were heard from Anna Elliott and Pete Hosburn.

The public hearing closed at 7:06 pm.

Comments were heard from Councilmember Kennedy and Council President Pro Tem Reitz.

Councilmember Nguyen moved and Councilmember Simpson seconded to adopt Ordinance No. 5227, an ordinance amending the One Grand Junction Comprehensive Plan and repeal the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

5a.ii. An Ordinance Amending Title 21 Zoning and Development Code to Remove the Requirement for New Development to Underground Existing Utilities

The Zoning and Development Code requires that any existing overhead utilities be installed underground except when the development has less than 700 feet of frontage, in which case the Director of Community Development can accept cash payment in lieu. The burden of undergrounding an overhead utility line is borne fully by the property owner on which the power poles have been installed, and it is generally perceived by the development industry that the requirement to underground along frontages less than 700 feet puts an unfair burden on development that happens to have overhead utilities along the property frontage. For development with frontage less than 700 feet, with the option to pay the in-lieu fee, the rate was established in 2005 and is set at \$25.65 per linear foot. The actual estimated average cost for undergrounding utilities is approximately \$300 per linear foot.

In 2018, participants in the City's ad hoc Development Roundtable identified the issue of existing overhead utility undergrounding requirements as a development challenge to staff. Over the course of the past five years, staff have worked intermittently with the Roundtable to identify an approach that would address the community's needs. Discussion continued on this topic until as recently as June 2022, when the Code Committee took up this issue as a part of the Zoning and Development Code update. As expected, the Code Committee recommended the requirement be removed from the Code. This recommendation was supported during the review and recommendation process by the Planning Commission and Community Development staff, while the consultant team (Clarion Associates) recommended "maintaining the current undergrounding requirement while pursuing a policy discussion at the City Council level to determine whether City participation in the undergrounding costs for some projects would provide an overall benefit to the community." Ultimately, the City Council's adopted code update maintained the requirement to underground existing overhead utility lines. Staff was directed to bring the topic of electric utility undergrounding to a City Council workshop for additional policy discussion and direction in early 2024.

In 2024, a series of workshops with City Council and meetings with the Roundtable were held to work through a range of policy options. This proposed ordinance brings forward a final recommendation to remove the requirement from the Zoning and Development Code.

Community Development Director Tamra Allen presented this item.

The public hearing opened at 7:32 pm.

Comments were heard from Diane Schwenke and Evan Laven.

The public hearing closed at 7:34 pm.

Comments were heard from Councilmember Kennedy, Beilfuss, and Council President Herman.

Councilmember Kennedy moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5228, an ordinance amending Title 21 Zoning and Development Code to remove the requirement for new development to underground existing utilities on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Non-Scheduled Comments

Comments were heard from Anna Elliott, Greg Merschel, and Evan Laven.

Other Business

Councilmember Kennedy expressed concern with the city's housing issues and mentioned an educational session for landlords he attended.

Mayor Herman stated the Resource Center will be on the September 9th Workshop for Council to hear of its successes and challenges.

Adjournment

The meeting adjourned at 7:52 pm.

Selestina Sandoval, CMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.

Meeting Date: August 21, 2024
Presented By: Angela Padalecki
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$5,839,002 as a Co-sponsor with the Grand Junction Regional Airport Authority for the Runway 12/30 Relocation Program Grading and Drainage Construction

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item is to approve AIP Grant offer No. 3-08-0027-081-2024 in the amount of \$5,839,002 for the Runway 12/30 Relocation Program Grading and Drainage Construction and authorize the City Manager to execute the Co-Sponsorship Agreement.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 Construction Grading and Drainage Grant offer from the FAA is to fund the runway prism grading and drainage Construction work for the next phase of the runway replacement program. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. Action on this item was taken at the August 20, 2024, Grand Junction Regional Airport Authority Board of Commissioners meeting and is scheduled to be reviewed by the County Board of Commissioners at the August 27, 2024, meeting.

FISCAL IMPACT:

There is no fiscal impact on the City if this item is approved.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution 53-24, A Resolution Authorizing the City to Approve a Grant Offer for the Runway 12/30 Relocation Program Grading and Drainage Construction in the amount of \$5,839,002 and authorizing the City Manager to execute the Co-Sponsorship Agreement as Co-sponsor with the Grand Junction Regional Airport Authority

Attachments

1. 3.2 Co-Sponsorship Agreement-city AIP 81
2. 3.1 GJT-NMG-3-08-0027-081-2024 Grant Agreement - DRAFT
3. RES-AIP Grant 30800270812024 2024815

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2024, 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 No. 3-08-0027-081-2024 (“Project”).

D. The FAA is willing to provide \$5,839,002 toward the estimated costs of the Projects, 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 Agreements, 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 Projects 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 Agreements, 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 Projects contemplated by the Grant Agreements are 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 _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Andrea Phillips, Interim City Manager
City of Grand Junction



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas R. Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Ms. Andrea Phillips, Interim City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Ms. Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-081-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXXX**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{**{Sig_es_:signer1:** **signature}}**}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **{{DateTime_es_:signer1.calc(now()):format(date," mmmm d, yyyy")}}**

Airport/Planning Area Grand Junction Regional Airport

Airport Infrastructure Grant Number 3-08-0027-081-2024 [Contract No. DOT-FA24NM-1112]

Unique Entity Identifier P2MUNC6N7YM6

TO: Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 12, 2023, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

Shift Runway 11/29 (Grading and Drainage-Schedule 6)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXXX for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **XXXX**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**
 PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; 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 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; 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 2 CFR Part 1200.
- d. *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 (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - 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 Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 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 Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant 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 institute 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).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

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

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

DRAFT

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title}}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

County of Mesa, Colorado

(Name of Sponsor)

{{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer6:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer6:title}}

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer7: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at **{{DateTime_es :signer7:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer7:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of December 12, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

RESOLUTION ____-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council consider and approve the FAA Airport Infrastructure Grant Agreement Number 3-08-0027-081-2024 (Grant). As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

The Grant is for \$5,839,002 dollars which will provide for the Runway 12/30 Relocation Program Grading and Drainage Construction.

The County Commissioners will review the Grant/Grant Agreement on August 27, 2024. The GJRAA staff and the City Staff recommend City Council approval.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration in the amount of \$5,839,002 in support of the GJRAA as described generally herein and in more detail in Airport Infrastructure Grant Agreement Number 3-08-0027-081-2024.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) Number 3-08-0027-081-2024 in the amount of \$5,839,002 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the Interim City Manager and City Attorney to sign.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval, City Clerk



Grand Junction City Council

Regular Session

Item #2.b.

Meeting Date: August 21, 2024
Presented By: Angela Padalecki
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$16,100,920 as a Co-sponsor with the Grand Junction Regional Airport Authority for the Runway 12/30 Relocation Program Pavement Subbase Schedule 2 Construction

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item is to approve AIP Grant offer No. 3-08-0027-083-2024 in the amount of \$16,100,920 for the Runway 12/30 Relocation Program, Pavement Subbase Schedule 2 Construction and authorize the City Manager to execute the Co-Sponsorship Agreement.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 Construction Pavement Subbase Grant offer from the FAA is to fund a portion of construction of Pavement Subbase Schedule 2 Construction work for the next phase of the runway replacement program. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. Action on this item was taken at the August 20, 2024, Grand Junction Regional Airport Authority Board of Commissioners meeting and is scheduled to be reviewed by the County Board of Commissioners at the August 27, 2024, meeting.

FISCAL IMPACT:

There is no fiscal impact on the City if this item is approved.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution 54-24, A Resolution Authorizing the City to Approve a Grant Offer for the Runway 12/30 Relocation Program, Pavement Subbase Schedule 2 Construction in the amount of \$16,100,920 and authorizing the City Manager to execute the Co-Sponsorship Agreement as Co-sponsor with the Grand Junction Regional Airport Authority

Attachments

1. 5.2 Co-Sponsorship Agreement-city AIP 83
2. 5.1 GJT-NMG-3-08-0027-083-2024 Grant Agreement - DRAFT
3. RES-AIP Grant 30800270832024 2024815

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2024, 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 No. 3-08-0027-083-2024 (“Project”).

D. The FAA is willing to provide \$16,100,920 toward the estimated costs of the Projects, 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 Agreements, 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 Projects 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 Agreements, 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 Projects contemplated by the Grant Agreements are 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 _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Andrea Phillips, Interim City Manager
City of Grand Junction



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas R. Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Ms. Andrea Phillips, Interim City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Ms. Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-083-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXXX**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<code>{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}</code>
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Airport/Planning Area	Grand Junction Regional Airport
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Airport Infrastructure Grant Number	3-08-0027-083-2024	[Contract No. DOT-FA24NM-1114]
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Unique Entity Identifier	P2MUNC6N7YM6
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TO: Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 18, 2024, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

Shift Runway 11/29 (Subbase-Schedule 2, Phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXXX for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **XXXX**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**
 PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; 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 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; 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 2 CFR Part 1200.
- d. *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 (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - 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 Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 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 Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant 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 institute 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).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 01, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

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

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

DRAFT

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title}}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

County of Mesa, Colorado

(Name of Sponsor)

{{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer6:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer6:title}}

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer7: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

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I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at **{{DateTime_es :signer7:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer7:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 18, 2024.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

RESOLUTION ____-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT
AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND
JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council consider and approve the FAA Airport Infrastructure Grant Agreement Number 3-08-0027-083-2024 (Grant). As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

The Grant is for \$16,100,920 dollars which will provide for the Runway 12/30 Pavement Subbase Schedule 2 construction work for the Runway Replacement Program.

The County Commissioners will review the Grant/Grant Agreement on August 27, 2024. The GJRAA staff and the City Staff recommend City Council approval.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration in the amount of \$16,100,920 in support of the GJRAA as described generally herein and in more detail in Airport Infrastructure Grant Agreement Number 3-08-0027-083-2024.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) Number 3-08-0027-083-2024 in the amount of \$16,100,920 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the Interim City Manager and City Attorney to sign.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval, City Clerk



Grand Junction City Council

Regular Session

Item #2.c.

Meeting Date: August 21, 2024
Presented By: Angela Padalecki
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Authorizing the City to Approve a Grant Offer in the amount of \$11,321,229 for the Runway 12/30 Relocation Program, Pavement Subbase Schedule 1 Construction as a Co-sponsor with the Grand Junction Regional Airport Authority

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item is to approve AIP Grant offer No. 3-08-0027-082-2024 in the amount of \$11,321,229 for the Runway 12/30 Relocation Program Pavement Subbase Schedule 1 Construction and authorize the City Manager to execute the Co-Sponsorship Agreement.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 Construction Pavement Subbase Grant offer from the FAA is to fund construction of Pavement Subbase Schedule 1 work for the next phase of the runway replacement program. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. Action on this item was taken at the August 20, 2024, Grand Junction Regional Airport Authority Board of Commissioners meeting and is scheduled to be reviewed by the County Board of Commissioners at the August 27, 2024, meeting.

FISCAL IMPACT:

There is no fiscal impact on the City if this item is approved.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution 55-24, A Resolution Authorizing the City to Approve a Grant Offer for the Runway 12/30 Relocation Program, Pavement Subbase Schedule 1 Construction in the amount of \$11,321,229 and authorizing the City Manager to execute the Co-Sponsorship Agreement as Co-sponsor with the Grand Junction Regional Airport Authority.

Attachments

1. 4.2 Co-Sponsorship Agreement-city AIP 82
2. 4.1 GJT-NMG-3-08-0027-082-2024 Grant Agreement - DRAFT
3. RES-AIP Grant 30800270822024 2024815

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2024, 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 No. 3-08-0027-082-2024 (“Project”).

D. The FAA is willing to provide \$11,321,229 toward the estimated costs of the Projects, 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 Agreements, 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 Projects 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 Agreements, 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 Projects contemplated by the Grant Agreements are 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 _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Andrea Phillips, Interim City Manager
City of Grand Junction



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas R. Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Ms. Andrea Phillips, Interim City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Ms. Daniel:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-082-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXXX**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **{{DateTime_es_:signer1.calc(now()):format(date," mmmm d, yyyy")}}**

Airport/Planning Area Grand Junction Regional Airport

Airport Infrastructure Grant Number 3-08-0027-082-2024 [Contract No. DOT-FA24NM-1113]

Unique Entity Identifier P2MUNC6N7YM6

TO: Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 18, 2024, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

Shift Runway 11/29 (Subbase-Schedule 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXXX for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **XXXX**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

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

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; 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 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; 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 2 CFR Part 1200.
- d. *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 (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - 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 Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 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 Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant 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 institute 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).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 01, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

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

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic

information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

31. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

DRAFT

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

County of Mesa, Colorado

(Name of Sponsor)

{{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer6:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer6:title}}

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer7: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at **{{DateTime_es :signer7:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer7:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment 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, 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 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 18, 2024.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

RESOLUTION ____-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council consider and approve the FAA Airport Infrastructure Grant Agreement Number 3-08-0027-082-2024 (Grant). As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

The Grant is for \$11,321,229 dollars which will provide for the Runway 12/30 Pavement Subbase Schedule 2 work for the Runway Replacement Program.

The County Commissioners will review the Grant/Grant Agreement on August 27, 2024. The GJRAA staff and the City Staff recommend City Council approval.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration in the amount of \$11,321,229 in support of the GJRAA as described generally herein and in more detail in Airport Infrastructure Grant Agreement Number 3-08-0027-082-2024.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) Number 3-08-0027-082-2024 in the amount of \$11,321,229 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the Interim City Manager and City Attorney to sign.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval, City Clerk



Grand Junction City Council

Regular Session

Item #2.d.

Meeting Date: August 21, 2024
Presented By: Angela Padalecki
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Authorizing the GJRAA to accept an FAA AIP Grant for the 12/30 Relocation Project for Pavement Subbase Construction Schedule 2 for Second Portion Consistent with the Language in the AIP 83 Grant Agreement as Co-sponsor with the Grand Junction Regional Airport Authority and to Execute the Co-Sponsorship Agreement when Received

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

The Grand Junction Regional Airport Authority (GJRAA) is requesting Authorization to accept an FAA AIP Grant for the 12/30 Runway Relocation Project and authorization to execute the Co-Sponsorship Agreement when received. The (GJRAA) board applied for an FAA AIP grant to fund pavement subbase construction work for the runway replacement program. The amount of the grant award is not yet known at this time, as it will be dependent on available funding through the FAA. The FAA has indicated that if the Airport is awarded a grant in this fiscal year, it will be in mid-September, and the turnaround time for signatures will be extremely short. Approval of this item will allow the GJRAA to accept this grant, if awarded, and authorize execution of the Co-Sponsorship agreement. If the FAA awards the grant to the GJRAA, the Grant Agreement and Co-Sponsorship Agreement will still be added to a future City Council agenda for ratification.

BACKGROUND OR DETAILED INFORMATION:

To ensure the GJRAA remains positioned to capture any grant funding the FAA has available in this fiscal year, GJRAA is requesting the City and County to authorize the acceptance of an AIP grant award, should it be offered and consistent with the terms of

the grant application and the draft grant agreement. This authorization will enable all parties to execute the required documentation within the date range specified in the grant documents. As creators and co-sponsors of the GJRAA, both the City Council and County Commissioners must also approve grant awards from the FAA and sign a corresponding co-sponsorship agreement. Action on this item was taken at the August 20, 2024, Grand Junction Regional Airport Authority Board of Commissioners meeting and is scheduled to be reviewed by the County Board of Commissioners at the August 27, 2024, meeting.

FISCAL IMPACT:

There is no fiscal impact on the City if this item is approved.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution 56-24, a resolution authorizing the GJRAA to accept an FAA AIP Grant for the 12/30 Relocation Project for Pavement Subbase Construction Schedule 2 and authorize the City Manager to sign the Co-Sponsorship agreement.

Attachments

1. RES-AIP Grant 308002708X2024 2024815

RESOLUTION ____-24

AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council authorize approval of an FAA Airport Infrastructure Grant Agreement in an amount yet to be determined. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

On August 21, 2024, the City Council approved three grants for the continued funding of the Runway 12/30 Replacement Program. The GJRAA has applied for a fourth grant; however, that grant has not yet been awarded and due to fiscal year timing constraints the GJRAA staff and the City Staff recommend that the City Council authorize the Interim City Manager to sign and submit the grant agreement and supplemental co-sponsorship agreement subject to the same being ratified and confirmed by the City Council following an award.

The County Commissioners will review this same request on August 27, 2024. The.

Given that the form of the grant and co-sponsorship are consistent from grant to grant and that City Council endorses and supports the Runway 12/30 Relocation Program, the City Council by and with this Resolution authorizes the Interim City Manager to sign and approve the Grant Agreement from the Federal Aviation Administration in an amount to be determined in support of the GJRAA as described generally herein and as will be described in more detail in the Grant Agreement.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the Interim City Manager in consultation with the City Attorney to sign and approve the Grant Agreement from the Federal Aviation Administration in an amount to be determined in support of the GJRAA as described generally herein and as will be described in more detail in the Grant Agreement. Said Grant and Supplemental Co-sponsorship agreements between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the Interim City Manager and City Attorney to sign. Such signatures shall be ratified and confirmed by subsequent action of the City Council; however, that action as necessary or required for purposes of effectuating the

agreements shall relate back to and be considered to be an act of the City Council as of the date of the Interim City Manager signs he same.

Abram Herman, President of the City Council

ATTEST:

Selestina Sandoval, City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.e.

Meeting Date: August 21, 2024

Presented By: Trent Prall

Department: Public Works - Streets

Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

A Resolution Determining the Necessity of and Authorizing the Acquisition of Certain Property and Property Interests by Condemnation for Improvements to the Area at and near the Intersection of Ute Avenue 1st and 2nd Streets for Public Facilities of the City of Grand Junction on the Property to be Acquired

RECOMMENDATION:

Adopt and approve the resolution determining the necessity of and authorizing the acquisition of certain property and property interests by condemnation for improvements to the area at and near the intersection of Ute Ave 1st and 2nd Streets and for public facilities of the City of Grand Junction on the property described in the Resolution.

EXECUTIVE SUMMARY:

A mobility hub has been proposed as part of multiple planning documents, including the City's Comprehensive Plan and the 2045 Grand Valley Transportation Plan. The Colorado Department of Transportation (CDOT) was successful in obtaining a large federal grant to fund a mobility hub in downtown Grand Junction. Negotiations for the selected site remain far apart from appraised values. The resolution confirms the City's support for CDOT's development of the mobility hub and authorization for acquisition by eminent domain.

BACKGROUND OR DETAILED INFORMATION:

A mobility hub is defined as a strategically located, pedestrian and bicycle-friendly hub that will provide a single point of access for local, regional, interregional, and interstate transit, as well as an active public gathering space.

The concept of a mobility hub in the City has been included in multiple planning

documents, including the City of Grand Junction Comprehensive Plan, the 2045 Grand Valley Regional Transportation Plan, the Grand Valley Transit (GVT) Strategic Plan, and the Coordinated Transit and Human Services Transportation Plan; however, the concept of a mobility hub in Grand Junction was expedited when Greyhound and CDOT's Bustang services moved to the existing GVT Downtown Transfer Facility, located at 525 S. 6th Street, after the lease agreement for the bus lines at a nearby facility ended in December 2020. The GVT Downtown Transfer Facility has a small and limited climate-controlled waiting area that has experienced overcrowding and does not provide desired services for regional transit. Because the GVT Downtown Transfer Facility was designed exclusively for GVT operations, the additional regional transit services do not have a designated passenger drop-off area, parking, benches, or a climate-controlled waiting area.

The Colorado Department of Transportation (CDOT) began the planning stages for a mobility hub in the spring of 2021. A federal Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) grant application was submitted in July of 2021 following several meetings and workshops with local stakeholders, CDOT, the City of Grand Junction, Mesa County, GVT, Grand Valley Metropolitan Planning Organization (MPO) and the public. The initial RAISE grant application was not successful. A second, successful RAISE grant application was submitted in April 2022. Following the RAISE grant award, CDOT, the City, the County, GVT, and MPO have conducted several meetings and workshops to finalize the scope of work and site for the mobility hub.

Site Selection

A site selection process was performed leading up to the RAISE grant applications. Potential sites were identified and evaluated throughout the Grand Valley. Sites in downtown Grand Junction ranked the highest due to existing development and infrastructure.

Benefits of a Downtown site include:

- Located near key destinations – a downtown site is located near the Amtrak station, Main Street, a proposed pedestrian bridge to Dos Rios, Mesa County Justice Center, and other attractions in the downtown core.
- Ability to expand – the current facility was designed exclusively for GVT operations and has limited ability to expand. Relocation to a different site would allow planning into outlying years to accommodate future growth in transit.
- Increased visibility – a downtown site will be more visible from a primary corridor than the current transfer site.
- Strong multimodal and vehicular connectivity – a downtown site is ideal for multimodal access with proximity to Active Transportation corridors and vehicular access utilizing the downtown roadway grid system.

Drawbacks of a downtown site include the following:

1. Moving a similar facility close to the current facility location
2. Potential private property acquisition
3. Limited parking – a downtown site will have limited parking for bus operations staff and the public.

Next Steps

CDOT has received a resolution of support from the Grand Valley Regional Transportation Committee (GVRTC), City of Grand Junction, and Mesa County for CDOT to proceed forward with designing and construction of a mobility hub in downtown Grand Junction. The mobility hub would be for use by local and regional transit and rail users and a need for property acquisition. Additionally, the City, Mesa County, and GVRTC confirmed support from the City and Mesa County for the relocation of GVT's downtown bus transfer facility and bus operations staff to the mobility hub with Regional Transportation Planning Office staff remaining at the existing facility. The October 18, 2023, City Council resolution also confirmed the City's participation in the project with the contribution of the small triangular shaped parcel on the northwest corner of Pitkin and 2nd Street and approximately 1/3 of the City-owned parcel located at 261 Ute Ave. The resolution reflected the agreed upon scope and the downtown site for the mobility hub. GVRTC approved a resolution of support on September 25, 2023.

CDOT is seeking support from the City Council for the acquisition of the site by eminent domain. Design and acquisition of property for the mobility hub can then begin in earnest by CDOT. An intergovernmental agreement will be needed in the future to capture responsibilities for operations and maintenance of the mobility hub.

FISCAL IMPACT:

As previously approved by City Council via resolution 92-23, the City's participation in the project is twofold: 1) providing a small triangular-shaped parcel on the northwest corner of Pitkin and 2nd Street along and approximately 1/3 of the City-owned parcel located at 261 Ute Ave. and an 2) intergovernmental agreement with CDOT for the development of the 2nd Street Promenade as part of the I-70B Phase VI project authorized by City Council on August 16, 2023 which included \$1 million cash match for construction which is included in the 2024 Recommended Budget in the 0.75 percent sales tax capital fund.

This resolution provides authorization for the acquisition of certain property and property interests by condemnation for the mobility hub. CDOT's appraised value is \$917,000. Additionally, this resolution authorizes an additional \$100,000 General Fund be authorized to supplement an additional \$100,000 from both CDOT and Mesa County as a final offer. This may require a supplemental appropriation from the General Fund.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 57-24, a resolution authorizing the acquisition of certain property and property interests by condemnation for the design and construction of a Mobility Hub.

Attachments

1. RES-GJ Auto Eminent Domain 20240820

RESOLUTION NO. __-24

A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY AND PROPERTY INTERESTS BY CONDEMNATION FOR IMPROVEMENTS TO THE AREA AT AND NEAR THE INTERSECTION OF UTE AVENUE 1ST AND 2ND STREETS AND FOR PUBLIC FACILITIES OF THE CITY OF GRAND JUNCTION, COLORADO ON THE PROPERTY TO BE ACQUIRED

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

1. It is hereby determined that it is necessary to the public health, safety and welfare that the property and property interests described below ("Property") be acquired for public purposes known and generally described as the "mobility hub" ("Project.")
2. The Project will create a "mobility hub" which will provide a centralized place to facilitate travel between certain modes, improve local and regional connectivity, provide greater access, improve safety for all travel modes, improve connectivity between residential areas and employment, extend the transit and multi-modal network, support the stability of local neighborhoods and businesses, and facilitate a visitor experience that does not require a vehicle. The Project also includes CDOT's I-70B Phase 6 and the 2nd Street Promenade all of which will advance the public interest/is for public purposes.
3. The State of Colorado has attempted to acquire the Property, which is necessary for the Project, by negotiation and purchase. The State has made bona fide offers, which the landowner has not accepted, and given that attempts at good faith negotiations have failed, the acquisition of the Property by condemnation of the Property is hereby specifically approved and authorized. The City Council having found that the Property to be acquired is for and to be used for necessary and proper public purposes.
4. In accordance with the prior Resolutions of the City Council the State has agreed to pay the compensation necessary or required to acquire the Property, and with that understanding and agreement the City Council does hereby and herewith authorize and direct the City Attorney to join the State in its filing of the necessary legal action(s) including initiation of a condemnation. Such authorization is according to Article XX of the Colorado Constitution, the City Charter and C.R.S. 38-1-101 *et. seq.*, to acquire and use the public improvement purposes. The City Attorney in consultation with and/or by and through the Attorney General is further authorized as necessary or required to seek immediate possession of the Property.

5. Interests to be acquired: Fee Simple, Permanent Multipurpose Easements, Permanent Sanitary Sewer Easements, Temporary Construction Easements.

Owner of record: AMDM LLC

Legal Description: See attached legal descriptions.

6. The City Manager and/or the City Engineering Director, or designee(s) is (are) hereby authorized to amend the legal description(s) of the Property, the parcel(s) to be acquired and the nature of the interest(s) to be acquired, as necessary to accomplish the Project.

7. The Charter authorizes this Resolution, and the actions described. The Resolution shall be effective upon an affirmative vote of a majority of the City Council considering it.

Upon the Resolution becoming effective it shall be self-executing and shall be deemed an official act of the City Council of the City of Grand Junction, Colorado for the purposes stated therein and for all lawful purposes that may be construed thereunder.

ADOPTED this 21st day of August 2024.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 21, 2024

Presented By: Andrea Phillips, Interim City Manager

Department: City Manager's Office

Submitted By: Andrea Phillips, Interim City Manager

Information

SUBJECT:

Orchard Mesa Pool IGA Discussion

RECOMMENDATION:

Discussion

EXECUTIVE SUMMARY:

A draft IGA with the Mesa County School District D-51 is attached for Council's review and consideration.

BACKGROUND OR DETAILED INFORMATION:

This IGA is presented as a draft for Council's consideration. Mayor Herman, Attorney John Shaver, and Interim City Manager Andrea Phillips have been meeting with representatives from the District to discuss an agreement to keep the pool operational through the next two years. There are several possibilities for the future of the pool and the site that have been discussed and some unanswered questions. Therefore, the purpose of the agreement is to work with the District to ensure an additional two years of operation of the pool to keep it open to the community until future actions can be determined by the Council.

The IGA contemplates the District retaining ownership of the site and building. The City would assume operational costs and utilities costs for the pool building during the term of the agreement. The City would continue to staff and operate the facility as it has for many years. The District would take action to abate the asbestos in the band room/gym and demolish that part of the facility in the near term.

FISCAL IMPACT:

This IGA contemplates the City taking on the full cost of operations and utilities at the pool through the term of the agreement. The City would contribute \$200k towards future demolition costs of the pool, should that be that decided course of action by the Council. It would be held in escrow until needed.

SUGGESTED MOTION:

For discussion and possible direction.

Attachments

1. AGR-OM Pool 20240820

AGREEMENT

This agreement ("Agreement") by and between the City of Grand Junction ("City") and Mesa County Valley School District 51 ("District") is effective the __ day of ____ 2024 and is made and entered into between the City and the District on and in accordance with the following terms. Collectively the City and the District may be referred to as "Parties" or "the Parties."

Recitals:

A. Mesa County, the City, and the District were the parties to a 1982 agreement together with subsequent amendments ("1982 Agreement") concerning the operation and maintenance of the Pool.

B. In 2014 the 1982 Agreement was restated and amended ("2014 Agreement"). The 2014 Agreement expired in December 2019. The 1982 Agreement and the 2014 Agreement are referred to collectively herein as the "Old Agreements."

C. The District and the City continued the relationship established by the Old Agreements; however, the County did not and on or about April 3, 2024, Mesa County terminated its involvement with the OM Pool under the Old Agreements by tendering \$800,000 to the District.

D. The Old Agreements served the Parties well; however, since the expiration of the 2014 Agreement, the County's cessation of contributions to the City for the OM Pool, and the payment by the County to the District, the Parties have not had a clear understanding of a) the continued interim operations and maintenance of the Pool, and b) a method for determining the City's participation, if any, in the cost of the demolition of the Pool if/when it is closed.

E. The Orchard Mesa Pool ("OM Pool") has been an important amenity for residents of Orchard Mesa, the City, Mesa County, and District students. The OM Pool has reached the end of its useful life. The Parties agree that the provision of aquatic recreation is important to the public in general, and specifically to those persons utilizing the OM Pool and that the OM Pool should remain open as

determined by the City until no later than December 31, 2026¹. However, to eliminate the opportunity for vandalism the District will demolish the gym and band room within 120 days of the date of this Agreement.

F. The Parties further understand and agree that with and after the execution of this Agreement certain of the assumptions of the Parties that inform this Agreement may change. Those assumptions ("Base Assumptions") include, but are not necessarily limited to, the City determining that it will conclude its operations of the OM Pool on or before December 31, 2026; that it may decide to acquire the OM Pool prior to December 31, 2026; or that a recreation district may be formed and a recreation district if formed, or another third-party may determine that it will acquire the OM Pool from the District. In the event of any change to the Base Assumptions the Parties agree to amend or terminate this Agreement and to work in good faith to come to a timely solution concerning the future of the Pool. Furthermore, the Parties agree that if a recreation district is formed and the recreation district or another third-party acquires the OM Pool from the District that the City's escrowed funds as provided in paragraph 9 will be returned to the City in accordance with escrow instructions arising out of/under this Agreement.

G. With the essential understandings as stated herein the Parties individually and collectively by the signatures of those authorized to sign this Agreement, do express their present and future intentions regarding the OM Pool on the terms and conditions stated herein and do enter into this agreement as authorized by § 18, Article XIV of the Colorado Constitution, § 29-1-203, C.R.S., § 22-32-110(1)(f), C.R.S. and other applicable law.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated, and for other good and valuable consideration, the sufficiency of which is acknowledged for both the formation and enforcement of this Agreement, the Parties agree as follows:

1. This Agreement will commence with the signature of both Parties and end no later than December 31, 2026, ("Term") all as more

¹ The City's new Community Recreation Center (CRC) is projected to open in early to mid-2026 and by the end of 2026 the City will have had opportunity to assess the impact of the CRC on the utilization of the OM Pool, and will, by no later than 12/31/26 determine the disposition of the Pool.

70 particularly provided herein unless the Agreement is sooner
71 amended or terminated.
72

73 2. For the Term the City agrees to:

- 74
- 75 i) continue to occupy and operate the Pool without
76 need or requirement of compensation to the District;
77
 - 78 ii) the City will assume and pay the District's financial
79 obligations arising out of or under the Old Agreements,
80 including but not limited to, the payment of property
81 insurance, internet access [recurring charges and
82 network connection(s) for use by the City for
83 scheduling], all gas, and electric utilities, water, and
84 trash service, so long as the Pool is open and operated
85 by the City;
86
 - 87 iii) the City will provide all required labor and pay as a
88 recurring expense of the OM Pool all wages, salaries,
89 benefits and workers' compensation insurance
90 premiums and inter-fund charges for the operations of
91 the Pool so long as the Pool is open and operated by
92 the City;
93
 - 94 iv) the City will as a recurring expense provide basic daily
95 maintenance and janitorial services for the operations
96 of the Pool so long as the Pool is open and operated by
97 the City;
98
 - 99 v) the City will manage the Pool for and schedule all open
100 swim, swim lesson and special event participants,
101 including for District sponsored uses. The City will
102 collect the revenues generated by public swim, swim
103 lessons, private parties and special events and
104 concessions and the revenue shall be used to offset the
105 expenses of the Pool. The District shall have no claim to
106 any Pool revenue. Fees and charges for District
107 sponsored uses (i.e., physical education classes, swim
108 team practice/meets, and District sponsored events)
109 shall be without charge for those uses scheduled in

advance and so long as the same, as reasonably determined by the City, do(does) not unreasonably interfere with use(s) by paying user(s).

- vi) The City shall procure liability and casualty insurance for the use and operation of the OM Pool and the parking area used by and for the OM Pool. The City shall pay the liability and casualty insurance premiums, for coverage with limits to be determined by the City, but in any event in amounts no less than the most current limits established by the Colorado Governmental Immunity Act, 24-1-101 *et seq.*, C.R.S., for the Term unless the Agreement is sooner amended or terminated. The District shall be named as an additional insured. Such insurance will not include property loss coverage. The District may, in its discretion, provide property loss coverage for the OM Pool and pool building during the term of this Agreement, if not sooner amended or terminated.

3. The OM Pool is located on District property ("OM Pool Property"). If the Agreement is terminated or the Term is accomplished, the District will retain ownership of the OM Pool and the OM Pool Property and the City shall have no claim and/or demand to the OM Pool or OM Pool Property or require that the District pay the City any portion of any proceeds that may result from the sale of the OM Pool Property, unless such is determined by amendment of this Agreement, or subsequent agreement upon termination of this Agreement.

4. The Parties understand and agree that each may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101 *et seq.*, C.R.S., as from time to time amended.

5. On or before September 4, 2024 the Parties will a) write escrow instructions ("Instructions"); b) engage a mutually agreeable escrow agent ("Escrow Agent") to hold funds for/in anticipation of the demolition of the OM Pool; and c) deposit with the Escrow Agent a total of \$607,495.00 ("Stipulated Demolition Fund") in accordance

149 with the Instructions. The Stipulated Demolition Fund is funded as
150 follows: The City will deposit \$200,000 ("City Funds") and the District
151 will deposit \$407,495 ("District Funds.").

152 If/when the OM Pool is demolished the Stipulated Demolition Fund
153 exceeds the actual cost of the demolition, without markup or
154 District administrative charge(s), then the District shall pay for the
155 cost of the demolition first from the District Funds and then from the
156 City Funds with the difference between the actual cost and the
157 amount of the Stipulated Demolition Fund being paid to the City.

- 158 6. The City will promptly notify the District if the physical condition of
159 the OM Pool is not, in the City's sole and absolute discretion,
160 conducive to the safe conduct of any programmed activity in the
161 OM Pool and/or if equipment failure(s) and maintenance
162 requirement(s) impact the scheduling of activities in the Pool and/or
163 any condition(s) require early termination of this Agreement.
- 164 7. When the Pool is demolished, the District shall require its demolition
165 contractor(s) to apply for and secure any and all City and/or State
166 permit(s) prior to the demolition and shall conduct all operations in
167 conformance with the permit(s). The District shall require its
168 contractor(s) to name the City as an additional insured for the
169 demolition and all asbestos/environmental remediation work
170 reasonably necessary or required to demolish the OM Pool. The
171 District shall require the debris to be removed from the OM Pool
172 Property and leveling the site/site restoration as required by
173 applicable City Code.
- 174 8. Neither Party may assign or delegate its obligations under this
175 Agreement or any portion thereof without the prior written consent
176 of the other Party
- 177 9. Each and every term and condition hereof shall be deemed to be
178 a material element of this Agreement. In the event either Party
179 should fail or refuse to perform according to the terms of this
180 Agreement; such party may be declared in default.
- 181 10. This Agreement represents the entire agreement between the
182 Parties and there are no oral or collateral agreements or
183 understandings. Only an instrument in writing signed by the parties
184 may amend this Agreement.

185 11. The traditional rule that ambiguities shall be construed against the
186 drafter is waived.

187 12. Nothing herein shall or be deemed to create or confer any right,
188 action, or benefit in, to, or on the part of any person or entity that is
189 not a party to this Agreement. This provision shall not limit any
190 obligation that either the City or the District has (or may have) to
191 the other as provided in this Agreement.

192 13. The Parties agree that any and all disputes, claims or controversies
193 arising out of or relating to this Agreement shall be submitted for
194 mediation, and if the matter is not resolved through mediation, then
195 the Parties may proceed to District Court. Venue for any action
196 arising out of or occurring under this Agreement shall be in the
197 District Court for Mesa County, Colorado. The Agreement shall be
198 controlled by, construed, and interpreted in accordance with the
199 law of the State of Colorado.

200
201 Dated this ____ day of _____ 2024.

202 CITY OF GRAND JUNCTION

203 By: _____

204
205 MESA COUNTY VALLEY SCHOOL DISTRICT 51

206 By: _____



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: August 21, 2024

Presented By: Niki Galehouse, Planning Supervisor, Elizabeth Garvin

Department: Community Development

Submitted By: Niki Galehouse, Planning Manager

Information

SUBJECT:

An Ordinance Amending Title 21 Zoning and Development Code to Create a New Land Use Category for Interim Housing, to Create Temporary Use and Structure Standards for Interim Housing, and to Create a New Public Hearing Process for an Extended Temporary Use Permit

RECOMMENDATION:

The Planning Commission heard this request at the July 9, 2024 meeting and voted (7-0) to recommend approval of the request with a requirement that an interim housing site cannot be in use on a property for more than four years.

EXECUTIVE SUMMARY:

As part of the Unhoused Needs Assessment, the community has identified that interim housing in the form of temporary shelter may serve as an important part of the housing continuum and is not a land use or structure contemplated by the existing Zoning and Development Code. An Interim Housing strategy has two primary components - regulations and programming. The current Zoning & Development Code does not contemplate Interim Housing as a use. Before the City can delve into programming, which includes considerations related to funding, location, and day-to-day site operations, regulations must be established so the use category (which will be defined by and through the regulations) may be considered.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Interim Housing Work Group Recommendation

As part of the Unhoused Needs Assessment, the community has identified that interim housing in the form of temporary shelter may serve as an important part of the housing continuum and is not a land use or structure contemplated by the existing Zoning and

Development Code (ZDC). An Interim Housing strategy has two primary components - regulations and programming. The current ZDC does not contemplate Interim Housing as a use. Before the City can delve into programming, which includes considerations related to funding, location, and day-to-day site operations, regulations must be established so the use category (which will be defined by and through the regulations) may be considered.

It is important to note that “transitional housing” has evolved as a term to identify the programmatic goals and supportive services designed to act as a bridge between temporary and permanent housing. This term is not generally related to a specific housing type and can include anything from typical “brick and mortar” multifamily housing facilities to safe camping areas. The term “interim housing” is now being utilized by many government agencies and the housing sector to identify shelter types like sanctioned camping, safe parking, and temporary shelters that often are not permanent facilities and that often either don’t meet or are not required to meet building codes for permanent residential use. Interim housing may or may not have transitional programmatic services. Due to the evolution of terminology and because “brick and mortar” facilities are already allowed under the ZDC, the City will be using the term “interim housing.”

During the adoption of the 2023 ZDC, the Development Code Committee identified that the topic of interim housing warranted more extensive community input and discussion for more detailed recommendations to be made. At the City Council Workshop on December 4, 2023, City Council agreed that interim housing be considered urgently. As such, staff contracted with Clarion Associates (“Clarion”) to facilitate the process and provide recommendations. Clarion has experience developing regulations on this subject with other communities.

Staff and Clarion recommended a working group be formed to provide direct input and offer insight into Grand Junction's needs and preferences in addressing this topic. Members of the working group have been playing a critical role in discussing and developing any land use changes that may result, serving as a sounding board that reflects a diverse set of perspectives. This group comprises 20 members, varying from nonprofit, financial, development, and community backgrounds.

Interim Housing Work Group (IHWG)

Since January 16, 2024, the Interim Housing Work Group (IHWG) has met seven times. The IHWG discussed many aspects of the issues and reviewed five case study communities for best practices and code language. From there, the IHWG drafted regulations by working through fourteen major issues:

- Definitions
- Zone district appropriateness
- Buffers
- Transportation to support services
- Permitted shelter types
- Setbacks and internal spacing

- Screening
- Sanitary facilities and waste disposal
- Site amenities
- Vehicle parking and bicycle storage
- Occupancy limits
- Operational entities and on-site management
- Management plan; and
- Procedure for approval.

Overview of Draft Regulations

The draft regulations address Interim Shelter Sites, which would allow temporary shelter structures. The use is proposed to require an Extended Temporary Use review, modeled after the Conditional Use Permit but approved by the City Council, in Mixed-Used, Commercial, Industrial, and Public zone districts. It is not permitted in residential zone districts.

The draft regulations provide standards for setbacks, spacing of individual units, provision of sanitary facilities, waste disposal, and vehicle parking for the Interim Shelter Sites. A significant portion of the use-specific standards for interim housing is dedicated to the site's operations. These requirements include the type of organization that may operate one of these sites, a requirement for continuous on-site management by a trained staff member, and the provision of a management plan. The management plan must include information about on-site management, staff training, pet allowances, resident intake screening, fire safety and emergency access, evacuation plans, a resident code of conduct agreement, lights out and quiet hours, and security measures.

The draft regulations provide for a maximum of 30 shelters per site, with a minimum of 150 square feet per shelter and 10 feet of spacing required between shelter units. Only 20 percent of these may be available for double occupancy. The number of shelter units may be increased after six months of successful operation, as defined by the regulations. An Interim Shelter Site must provide amenities, including a designated smoking area, pet relief area, and sufficient community space to serve resident needs. Secure bicycle storage must be provided.

The managing entity must provide individual units that may be used on an Interim Shelter Site, which can include prefabricated shelters and micro-shelters. These facilities are temporary and, as such, cannot be connected to water or sewer.

Interim Shelter Site managers would be required to provide support services, such as educational and job training or case management, on-site or have a plan to provide transportation for its residents.

The draft regulations propose that Interim Shelter Sites are exempt from density requirements, as the shelters are not permanent dwelling units, lot coverage standards, landscaping requirements, site and structure development standards, and off-street

parking standards, except where those are made specifically applicable.

The use-specific standards would be considered as part of the Extended Temporary Use (ETU) review criteria, in addition to those provided in the ETU process standards, which include compliance with the Zoning and Development Code, compatibility in scale and design with surrounding uses, and consideration of adverse effects, and evaluation of risk to public health and safety. The ETU also allows for additional ease of enforcement should there be issues that arise with noncompliance with any of the required standards or nuisance to the surrounding neighborhood.

An ETU, if issued, would be valid for two years on initial approval, with the ability to request an extension from the City Council if the Site demonstrates need and/or a history of positive outcomes by the number of residents moved into permanent housing. A request for an extension must consider the existence and frequency of sustained Code Enforcement complaints, calls for service to Police and Fire, documentation of transitioning residents into long-term or stable housing, and other documentation as deemed necessary by the Community Development Director.

During the Planning Commission workshops, it was recommended that the regulations limit the operation period, including any extensions, to three years. The Commission also recommended that to ensure the community could anticipate any impacts from the proposed use if there were to be a request to expand the number of units allowed, these be provided in a phasing plan with the initial approval or that the addition must come through an entire new submittal to allow for public participation.

In April, Community Development gathered public input about possible interim housing use(s) within City limits. Information was added to EngageGJ.org, a virtual meeting was held on April 10, 2024, an in-person open house took place at the Lincoln Park Barn on April 18, 2024, and City Staff was present at Southwest ArborFest with information and demonstration models. City Staff also conducted outreach with the unhoused population at the Resource Center on May 1, 2024.

Event	Date	Participation
Virtual Meeting	April 10, 2024	97
Open House	April 18, 2024	116
ArborFest Booth	April 27, 2024	184
Resource Center	May 1, 2024	30

At the April 18 open house, information was displayed, allowing for public input. The detail of the responses is attached to this agenda item. Of note, the question was asked, "Should Grand Junction allow interim shelter sites?" to which the response, out of 62 participants, was 82 percent yes (41) or yes, but only in certain areas (10). It was also asked, "Should Grand Junction allow interim parking sites?" to which the response, out of 65 participants, was 72 percent yes (36) or yes but only in certain areas (11).

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on June 30, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between July 2 and July 8, 2024, through the GJSpeaks.org platform.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(d) of the Zoning and Development Code, which provides that the City may approve an amendment to the text of the Code if the applicant can demonstrate evidence proving each of the following criteria:

(A) Consistency with Comprehensive Plan

The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed amendments to the Zoning & Development Code (ZDC) are generally consistent with the Comprehensive Plan. Plan Principle 5 speaks to rising homelessness and calls for permanent, supportive housing as part of the solution. While permanent housing is the desired long-term goal, the desired outcome includes reduced time in homelessness. Permanent supportive housing takes a significant lift to construct, so the provision of interim housing aids in getting people off the streets and providing support services to transition to permanent housing. Goal 1, Strategy d. encourages planning for populations with specialized housing needs, while Goal 2, Strategy c. supports working cooperatively with regional partners in matters related to affordable housing, including supportive housing for at-risk and homeless populations. Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

The proposed amendments to the ZDC are consistent with the rest of the provisions in the Code and do not create any conflicts with other provisions in the Code. The existing ZDC does not contemplate interim housing, so the proposed new use is not inconsistent with a previous prohibition. It is not unprecedented that a temporary use be allowed to exist for longer than the standard of 120 days, which is typical for most temporary uses. Temporary parking lots and temporary low-traffic storage yards are permitted for up to 24 months, and mobile food vendors are exempt from the waiting period between temporary use permits, so they may be extended for multiple periods exceeding 120 days. The three years proposed for interim housing shelter sites is not out of line with these, especially given the added public hearing process to approve the use.

The establishment of interim housing as a temporary use sets it aside from traditional development that requires permanent infrastructure and site

improvements as part of the development process. When considering that this use will not exist for a period longer than three years, it is not logical to require permanent infrastructure that will add significant time and cost burdens to the operation. The exemption offered within the temporary use standards for interim housing is appropriate to allow this use to establish in a timely manner to meet the community's needs and maintain consistency with the ZDC. Staff finds this criterion has been met.

(C) Specific Reasons

The proposed Code Text Amendment shall meet at least one of the following specific reasons:

- a. To address trends in development or regulatory practices;*
- b. To expand, modify, or add requirements for development in general or to address specific development issues;*
- c. To add, modify or expand zone districts; or*
- d. To clarify or modify procedures for processing development applications.*

The addition of the interim housing use expands the use allowed in the zone districts. Establishing the use is the first step in the process of allowing interim housing to exist within City limits. The use-specific standards add requirements for a specific development issue. The creation of these standards allows for the use to coexist with surrounding uses in a managed way to mitigate any potential impacts. The addition of the extended temporary use process creates a new procedure for processing development applications. This new process allows for public input and places the approval at the City Council level instead of approval by Planning Commission if it were to remain a Conditional Use Permit process. Staff finds this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the proposed amendments, the following findings of fact have been made:

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendments to Title 21 are consistent with the Comprehensive Plan and the Zoning & Development Code Standards and meet at least one of the specific reasons outlined.

The Planning Commission heard this request at its July 9, 2024, meeting and voted (7-0) to recommend approval of the request with the condition that clarifying language be added to express the intent of this Commission that there be a cap on a site where an interim housing site cannot be in use on that property for more than four years. Staff has included draft language to address this condition in the revised ordinance dated 07.15.24 (revisions highlighted in yellow). In addition, part of the discussion from the Planning Commission hearing brought up a concern about the clarity in the language in Sec. 21.04.060(3)(ii)(A) regarding if each phase would have to meet the standards separately, for example, providing perimeter fencing around each phase. As this was not the intent, language has been added to this section to add clarity.

FISCAL IMPACT:

There is no fiscal impact associated with this request.

SUGGESTED MOTION:

I move to (adopt/deny) 5229 an ordinance amending Title 21 Zoning and Development Code to create a new land use category for interim housing, to create temporary use and structure standards for interim housing, and to create a new public hearing process for an extended temporary use permit on final passage and order final publication in pamphlet form.

Attachments

1. GJZDC_Interim Housing_07.05.24
2. IH Open House Boards
3. IH Public Comment 7.1.24
4. Planning Commission Minutes - 2024 - July 9 - DRAFT
5. ORD-ZDC Interim Housing Post PC 20240726

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) CREATING A NEW LAND USE CATEGORY FOR INTERIM HOUSING, CREATING TEMPORARY USE AND STRUCTURE STANDARDS FOR INTERIM HOUSING, AND CREATING A NEW PUBLIC HEARING PROCESS FOR AN EXTENDED TEMPORARY USE PERMIT

Recitals

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

Whereas, when the Zoning & Development Code was repealed and replaced on December 20, 2023, the topic of interim housing was warranted more extensive community input and discussion for more detailed recommendations to be made outside of the general code update process. Staff has subsequently worked with a consultant and a working group to provide direct input and offer insight into this complex topic.

Whereas, as part of the Unhoused Needs Assessment, the community has identified that interim housing in the form of temporary shelter may serve as an important part of the housing continuum and is not a land use or structure contemplated by the existing Zoning & Development Code (ZDC). The proposed regulations address the establishment of the use, process for approval, standards for compatibility with surrounding uses, and health and safety requirements.

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

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the zoning and development code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions struck through, added language underlined):

...

21.02.020 SUMMARY TABLE OF REVIEW AND DECISION-MAKING BODIES

Table 21.02-1: Summary Table of Review and Decision-Making Bodies R= Recommendation D = Decision A = Appeal						
Section	Procedure	Director	Plan Comm.	HPB	City Council	ZBA
Applications Requiring a Public Hearing						
...						
<u>21.02.050(h)</u>	<u>Extended Temporary Use</u>	<u>R</u>	<u>R</u>		<u>D</u>	
...						

...

21.02.030 COMMONLY APPLICABLE PROCEDURES

...

Table 21.02-2: Summary Table of Commonly Applicable Procedures * = Optional ✓ = Required Gray Box = Not Applicable PDIM = Proposed Development Information Meeting NCM = Neighborhood Comment Meeting						
Section	Procedure	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	21.02.030 (b) (1)	21.02.030 (b) (2)	21.02.030 (c)	21.02.030 (g)	
Applications Requiring a Public Hearing						
...						
21.02.050(h)	Extended Temporary Use	*	*	NCM	✓	✓
...						

...

Table 21.02-3: Summary Table of Public Notice Requirements Date/Distance/Yes = Required Notice Gray Box = Not Applicable				
Section	Procedure	Published Notice	Mailed Notice	Sign Notice
Applications Requiring a Public Hearing				

Table 21.02-3: Summary Table of Public Notice Requirements Date/Distance/Yes = Required Notice Gray Box = Not Applicable				
Section	Procedure	Published Notice	Mailed Notice	Sign Notice
<u>21.02.050(h)</u>	<u>Extended Temporary Use</u>	<u>7 days</u>	<u>Owners within 500 feet</u>	<u>Yes</u>

...

21.02.050 APPLICATIONS REQUIRING A PUBLIC HEARING

(a) Overview

Major development applications are reviewed and decided on by the Planning Commission or City Council. The following application types are major development applications:

Table 21.02-4: Major Development Application Summary		
Application Type	Purpose	Additional Application Requirements
...		
<u>Extended Temporary Use</u>	<u>Review requested for a temporary use for a period of time exceeding 180 days</u>	<u>21.02.050(h)</u>
...		

...

(g) Conditional Use, Extended Temporary Use, and Special Dimensional Permit Amendment, Termination, or Revocation

(1) Purpose

This section is intended to allow the post-approval review of Conditional Use Permits, Extended Temporary Use Permits, and Special Dimensional Permits for amendment, termination, or revocation.

(2) Interested Party

Any interested party may apply to the City for the amendment, termination, or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit. For purposes of this section, "interested party" shall include the following:

- (i) The original applicant or successor in interest, or the current owner or lessee of the property for which the conditional use was granted (permit holder);
- (ii) The City; and
- (iii) Any owner or lessee of property that lies within 500 feet of the property for which the Conditional Use Permit was granted.

(3) Preliminary Criteria

An applicant for amendment, termination, or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit must establish the following to the satisfaction of the decision-maker before the requested change(s) can be considered by the decision-maker:

(i) Permit Holder

A Conditional Use, Extended Temporary Use, or Special Dimensional Permit may be amended or terminated at the request of the permit holder as follows:

(A) Grounds for Amendment

- a. The permit holder shall show that a substantial change in circumstance has occurred since the approval of the permit that would justify a change in the permit.
- b. An Extended Temporary Use permit may only be amended in accordance with GJMC 21.02.050(h)(6)(i).

Common Procedures for Major Development Applications

- 1** General Meeting or Pre-Application Meeting
Sec. 21.02.030 (b)
- 2** Application Submittal & Review
Sec. 21.02.030 (d) and 21.02.030 (e)
- 3** Complete Applications with Changed Status
Sec. 21.02.030 (f)
- 4** Public Notice | Sec. 21.02.030 (g)
- 5** Planning Commission Recommendation or Decision
Sec. 21.02.030 (h)
- 6** City Council Decision
Sec. 21.02.030 (h)
- 7** Post-Decision Actions
Sec. 21.02.030 (i)

(B) Grounds for Termination

The permit holder shall show that the use is an allowed use in the zone district in which it is now established or that the use has ceased to exist.

(ii) Other Interested Party

A Conditional Use, Extended Temporary Use, or Special Dimensional Permit may be revoked at the request of any other interested party if one or more of the following is established:

- (A) The permit was obtained by misrepresentation or fraud;
- (B) The use, or, if more than one, all the uses, for which the permit was granted has ceased or has been suspended for six months;
- (C) The permit holder has failed to comply with any one or more of the conditions placed on the issuance of the permit;
- (D) The permit holder has failed to comply with one or more of the City regulation governing the conduct of that use;
- (E) The permit holder has failed to construct or maintain the approved site as shown on the approved Site Plan;
- (F) The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

(4) Due Process

- (i) No Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall be revoked without first giving the permit holder an opportunity to appear before the decision-maker and show cause as to why the permit should not be revoked.
- (ii) Revocation of the permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

(5) Review Procedures

- (i) All applications for amendment or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall be processed in the same manner and based on the same review criteria as a new request for a Conditional Use or Special Dimensional Permit.
- (ii) All applications for termination of a Conditional Use or Extended Temporary Use Permit shall be reviewed and decided on by the Director.
- (iii) Any person or entity, other than the City, seeking to amend, terminate, or revoke an approved Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall pay a fee in the amount established for an original application for a Conditional Use or Special Dimensional Permit.

(h) Extended Temporary Use Review

(1) Purpose

The purpose of this section is to provide an opportunity for an applicant to request review of a temporary use for a period of time exceeding 180 days.

(2) Applicability

This section shall apply to any use that is classified as an Extended Temporary Use in Table 21.04-1: Principal Use Table or Table 21.04-2: Accessory Use Table.

(3) Review Procedures, General

Applications for Extended Temporary Use review shall meet the common review procedures for major development applications in GJMC 21.02.050(b), with the following modifications:

- (i) A neighborhood meeting is required.
- (ii) Site plan review and approval (pursuant to GJMC 21.02.040(k)) can occur either before or after the approval of an Extended Temporary Use. In either case, the applicant shall submit a site sketch showing all site design features that are proposed or necessary to mitigate site and neighborhood impacts and/or enhance neighborhood compatibility in sufficient detail to enable the Planning Commission to recommend on or the City Council to make findings on the Extended Temporary Use criteria.
- (iii) The Planning Commission or City Council can request additional information from the applicant if it deems the site sketch is insufficient to enable it to make a determination on the criteria.
- (iv) In any subsequent site plan review, the Director shall determine that all mitigating/enhancing site features approved or made conditions of approval by the City Council are depicted on the approved site plan.

(4) Public Notice and Public Hearing Requirements

The application shall be scheduled for a public hearing before the Planning Commission and City Council, and shall be noticed pursuant to GJMC 21.02.030(g), unless the application is for a minor expansion or change of an Extended Temporary Use approval in accordance with GJMC 21.02.050(h)(6), below.

(5) Review Criteria for Extended Temporary Use

The Planning Commission shall review and recommend and the City Council shall decide on an Extended Temporary Use application in light of the following criteria:

Common Procedures for Major Development Applications

- 1** General Meeting or Pre-Application Meeting
Sec. 21.02.030 (b)
- 2** Application Submittal & Review
Sec. 21.02.030 (d) and 21.02.030 (e)
- 3** Complete Applications with Changed Status
Sec. 21.02.030 (f)
- 4** Public Notice | Sec. 21.02.030 (g)
- 5** Planning Commission Recommendation or Decision
Sec. 21.02.030 (h)
- 6** City Council Decision
Sec. 21.02.030 (h)
- 7** Post-Decision Actions
Sec. 21.02.030 (i)

- (i) The proposed use complies with the applicable requirements of this Code, including any use-specific standards for the use in GJMC Chapter 21.04.
- (ii) The proposed use is of a scale and design and in a location that is compatible with surrounding uses.
- (iii) Potential adverse effects of the use will be mitigated to the maximum extent practicable.
- (iv) The proposed use does not pose an unreasonable risk to public health or safety.

(6) Post-Decision Actions

(i) Major or Minor Change or Expansion

If the applicant proposes to change or expand a structure or other feature of a site that is subject to an Extended Temporary Use approval, the Director shall determine whether the expansion/change is major or minor as follows:

(A) Determination of Major or Minor Status

- a. A major change or expansion is one that:
 - 1. Affects, changes, removes, or eliminates a site feature or condition that was approved or imposed for the purpose of mitigating neighborhood impacts or enhancing neighborhood compatibility;
 - 2. Increases the intensity of the use, the off-site impacts such as noise, light or odor, or the hours of operation; and
 - 3. Results in a substantial change to the features shown on the site sketch which formed the basis of the City Council's approval of the Temporary Extended Use.
- b. All other expansion/changes shall be considered minor.

(B) Application Process

- a. A major change or expansion shall be reviewed by the City Council in accordance with the criteria for an original application for an Extended Temporary Use.
- b. A minor expansion/change shall be reviewed by the Director in accordance with the applicable site plan review criteria and conditions of the Extended Temporary Use approval.

(ii) Revocation or Termination

Extended Temporary Use approvals may be revoked or terminated pursuant to GJMC 21.02.050(g).

(7) Period of Validity

The approval of an interim shelter site may, pending compliance with all applicable standards, be valid for a period of two years from the issue date of the Planning Clearance. One extension for a two-year period may be granted by the City Council, not to exceed a cumulative period of four years.

(8) Criteria for Extensions of Approval or Expansion of the Site

- (i) The City Council may extend the term of an approval in the case of inclement weather, natural disaster, state or federal disaster, or other public emergency, including limited availability of interim shelter sites, necessitates the continued use of the site.
- (ii) The City Council will consider the following when reviewing a request for an extension of the Extended Temporary Use permit or expansion of the number of units on a site:
 - (A) The continuing need for the site as shown through continuous applications for residency and low to no vacancy rates;
 - (B) The number of life safety code complaints pursued by the Code Enforcement division on the subject property during the duration of the interim shelter site operation;
 - (C) The number and type of calls placed to police or fire that result in charges or arrest due to disruptions by on-site residents, not including personal medical incidents not caused by another resident;
 - (D) Documentation of the transitioning of residents into other long-term or more stable housing; and
 - (E) Other documentation related to the outcomes of residents, site conditions, and operations as deemed necessary based on experience with interim shelter sites in Grand Junction.

(9) Expiration of Approval

The approval for an interim shelter site shall expire if the interim shelter site:

- (i) Is voluntarily vacated prior to the expiration date and terminated in accordance with GJMC 21.02.050(g), or
- (ii) Does not receive an extension.

(hi) Institutional or Civic Facility Master Plan

...

21.04.020 PRINCIPAL USE TABLE

(a) Organization of the Table

- (1) In Table 21.04-1, land uses and activities are classified into ~~five~~ six general use categories: (1) Residential; (2) Public, Institutional, and Civic; (3) Commercial; (4) Industrial; ~~and~~ (5) Temporary, and (6) Extended Temporary. Specific uses are organized within the general use categories, based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This provides a systematic basis for assigning present and future land uses into appropriate zone districts and for avoiding overlaps and inconsistencies between similar land uses.

...

(c) Abbreviations Used in the Table

...

(4) Extended Temporary Uses

An "E" indicates the use is only allowed through the Extended Temporary Use permit process of GJMC 21.02.050(h), subject to specified conditions.

...

(e) Use Table, Temporary Uses (excerpt)

Table 21.04-5: Principal Use Table																				
A= Allowed Use C= Conditional Use E = Extended Temporary Use																				
Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use Stds
Temporary Uses																				
Emergency Shelter, Temporary	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
...																				
Extended Temporary Uses																				
Interim Shelter Site											E	E	E	E	E	E	E	E	E	21.04.050 (b)

...

21.04.060 EXTENDED TEMPORARY USES AND STRUCTURES

(a) Interim Shelter Site

(1) Purpose

- (i) These standards allow for and encourage the creation of temporary housing for people experiencing homelessness or are at risk of becoming homeless. Interim shelter sites are intended to provide a stable and safe living option for people that may not be able to or are not prepared to move into other temporary, semi-permanent, or permanent housing.
- (ii) These standards are intended to promote the public health, safety, and welfare of residents within the site and surrounding area.

(2) Shelter Types

- (i) Interim shelters may include either of the following shelter types, both of which shall be provided and installed by the managing entity, subject to this section and the conditions of the site approval:
 - (A) Prefabricated shelters, or

(B) Micro-shelters.

- (ii) Interim shelters shall not be individually connected to water or sewer and are not considered dwelling units.
- (iii) Each individual shelter shall be designed to meet minimum wind loads and snow loads with proper anchoring in accordance with GJMC 15.12 as determined by the Chief Building Official.
- (iv) Functional smoke and carbon monoxide alarms shall be included within each individual shelter.
- (v) Individual shelters shall be provided with an approved address identification. Each character shall be a minimum of 4 inches tall with a minimum stroke width of ½ inch and visible from the fronting street or road. A permanent weatherproof site map identifying the address numbers/letters shall be provided at each entrance of the Interim Shelter Site. The site map information shall match the identifications of each shelter.
- (vi) Shelters must comply with any other requirement set by the Chief Building Official and/or the Fire Marshal.

(3) Maximum Number of Shelters and Maximum Occupancy

- (i) The maximum number of shelter spaces permitted on a site is calculated by dividing the square feet of usable shelter site area by 150, which is the minimum square footage of area per space required. All fractional measurements are rounded down. For example, a 2,500 square foot site could have 16 shelters (2,500/150 = 16.6).
- (ii) The initial maximum number of shelters per interim shelter site is 30, up to 20% of which may be double occupancy shelters.
 - (A) An applicant may request multiple interim shelter sites (increments of 30 shelters) on a single parcel that may be added in phases, up to a maximum total capacity that is approved in the Extended Temporary Use approval.
 - (B) When the initial phase meets the following criteria, the applicant may request an amendment to the Extended Temporary Use approval for an increase in the number of shelters:
 - a. The commencement of operations.
 - b. Continuous capacity at or over 80 percent for two consecutive months, and
 - c. A showing of successful operation.
 - (C) The City Council will consider the review criteria in GJMC 21.02.050(h)(8)(ii) in determining the success of the operation and may approve the increase based on available space on the site and the ability of the expanded site to meet the terms of the initial approval.
 - (D) Phased approvals must be requested with the original application. If an applicant seeks to expand a site without a phased approval, a new Extended Temporary Use application is required.

- (iii) The total maximum occupancy of a 30-shelter site is 30 adults. If an interim shelter site has double occupancy shelters, the maximum adult occupancy may be increased to 36 to account for double occupancy of those shelters. Interim shelter sites that allow household pets shall detail pet accommodation provisions in the management plan.

(4) Location and Site Layout

(i) Mixed-Use and Nonresidential Zone Districts

Sites may be located in mixed-use and nonresidential zone districts on the same property as an existing principal use, including nonconforming uses, or may be allowed on properties without a principal use.

(ii) Setbacks

The interim shelter site, including all shelters and other structures used as part of the site, shall meet the required principal structure setbacks. The City Council may allow a lesser setback if it determines there is sufficient fencing, vegetation, topographic variation, or other site conditions that block the view of the site from abutting properties.

(iii) Spacing

All shelters on an interim shelter site shall be separated by a minimum of 10 feet from any other structure. The minimum separation between a shelter and any building which includes a kitchen shall be 20 feet.

(iv) Location on the Lot

Interim shelters shall only be located on the portion of the lot approved for interim shelter use. Shelters may not be placed outside of the approved site perimeter.

(v) Fencing

An interim shelter shall be secured as described in the site security plan, including temporary fencing on all sides. Temporary fencing used to screen an interim shelter site shall be exempt from the requirements of GJMC 21.05.090 provided the fence is constructed of acceptable materials such as wire, wrought iron, plastic, wood, and other materials with a similar look. Unacceptable materials include glass, tires, razor wire and concertina wire, or salvaged or similar materials.

(vi) Sanitary Facilities

Interim shelter sites shall maintain connections to public water and public sewer systems or provide portable on-site facilities that are adequate to meet state and local standards. Only potable water shall be supplied to plumbing fixtures that provide water for drinking, bathing, or cooking purposes. A potable water supply system shall be designed, installed, and maintained in such a manner to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system.

- (A) The application for interim shelter site approval shall include a sanitation plan that specifies the number, location, and hours of accessibility of toilet, drinking water, handwashing stations, and shower facilities. These facilities may be located

in a permanent structure on the site provided access is available at all times the interim shelter site is in use.

(vii) Waste Disposal

- (A) Spillage, overflow, drainage, or wastewater from sanitary facilities and potable water sources shall be discharged to approved drains or otherwise designed to prevent impoundment of water, creation of mud holes, or other nuisance conditions.
- (B) Durable, water-tight, easily cleanable refuse containers, sufficient to contain all refuse from the site, shall be provided. Safe needle disposal containers (sharps containers) shall be provided. Provision of recycling containers for separation of plastic, glass, metal, and aluminum containers is recommended.
- (C) The storage of junk, waste, discarded, or salvaged materials, or items customarily associated with indoor use (e.g., upholstered furniture or indoor appliances), is prohibited.

(viii) Fire Safety

- (A) The minimum distance from a shelter to a fire hydrant is 600 feet as measured by a route approved by the Fire Marshal. The Fire Marshal will determine the necessary number of hydrants and fire-flow for an Interim Shelter Site.
- (B) The minimum distance from the furthest point of a shelter to a fire department access road approved by the Fire Marshal is 200 feet.
- (C) A fire department access lanes that exceeds 150 feet in length and dead-ends, shall be provided with an approved fire department turn-around.
- (D) No recreational fires or open burning are allowed on an Interim Shelter Site.
- (E) Outside storage of combustible materials and hazardous materials, including aerosols and propane, between shelters is prohibited.

(ix) Vehicle Parking

- (A) Parking shall be provided in accordance with Table 21.08-2. All parking spaces shall be designed in accordance with GJMC 21.08.010(e).
- (B) If the interim shelter site is located on the same lot as an existing principal use, the required parking for the principal use may be reduced if the property owner can demonstrate that the displacement of parking spaces will not cause significant off-site traffic or result in insufficient parking for the principal use, as determined by the Director.

(x) Bicycle Storage

Secure bicycle storage, such as bicycle racks or an enclosed structure, shall be provided on-site. Bicycle storage may be located within a shared area on the site or provided for each of the shelter spaces. The managing entity shall provide a secure means of locking bicycles.

(xi) Site Amenities

The following site amenities shall be provided:

- (A) One designated smoking area.
- (B) If pets are allowed on the site, one pet relief area.
- (C) Sufficient community space for the provision of meals or cooking, services, and gathering with other residents within an enclosed structure that meets fire, electrical, and health safety standards, and that may be located in a permanent structure on the site.

(5) Operations

- (i) The managing entity and residents of the site shall ensure compliance with all local and state regulations concerning, but not limited to, drinking water connections, solid waste disposal, human waste, and electrical systems.
- (ii) At a minimum, one trained staff member shall be identified for each interim shelter site for continuous (24 hours per day/7 days per week/365 days per year) on-site management.
 - (A) An additional trained staff member for on-call assistance shall be provided for sites with an anticipated occupancy of more than 30 residents.
 - (B) Persons acting as the on-site manager shall be awake and available to site residents while on shift.
 - (C) The trained staff member shall perform the security tasks described in the management, including, at a minimum: regularly monitoring the security of the site, providing entry and exit access to residents as needed, and contacting police and/or other emergency responders if the need arises.
- (iii) All interim shelter sites shall maintain a management plan that shall be updated annually. The management plan shall address, at a minimum, all of the following factors:
 - (A) Provision of on-site management from a trained staff member.
 - (B) Provision of staff training from a program that meets City specifications.
 - (C) Intake screening of residents to ensure compatibility of services provided at the facility.
 - (D) Transportation plan or on-site provision of transportation services.
 - (E) Fire Safety Plan, to include at a minimum:

- a. Emergency vehicle ingress and egress;
- b. Emergency evacuation routes; and
- c. Site map that outlines the following, to be made available in each shelter unit:
 - 1. Areas of refugee;
 - 2. Assembly points; and
 - 3. Location of portable fire extinguishers.
- (F) Detailed site security measures.
- (G) Resident code of conduct agreement addressing acceptable conduct for residents both at the interim site and in the surrounding neighborhood.
- (H) Keeping of or prohibitions on household animals, including capacity limitations and a plan for maintaining the pet relief area.
- (I) Lights out and quiet hours.

(6) Code Exemptions

Interim shelter sites are temporary uses and are exempt from the following standards provided they are otherwise met by the principal use on the site or exempted by the principal use's nonconforming status:

- (i) Minimum or maximum density requirements;
- (ii) Lot coverage standards;
- (iii) Landscaping, buffering, and screening requirements except as provided in this section;
- (iv) Site and structure development standards except as provided in this section; and
- (v) Off-street parking requirements except as provided in this section.

...

21.08.010 OFF-STREET PARKING AND LOADING

...

Table 21.08-6: Minimum Off-Street Vehicle Parking Requirements	
GFA = Gross Floor Area	
	Minimum Vehicle Parking
...	
Extended Temporary Uses	
Interim Shelter Site	2 per 30 shelter units
...	

21.14.020 DEFINITIONS

...

I

Interim Shelter Site

A location on a lot for the temporary residential occupancy of multiple relocatable temporary structures for people experiencing homelessness. An interim shelter site may include other temporary structures that contain sanitary facilities and support services including administration, security, food preparation and eating areas, or other communal amenities.

...

M

...

Managing Entity

The person or group of persons or entity responsible for the management of an interim shelter site.

...

Micro-Shelter

A moveable and typically modular shelter with an internal area of less than 400 sf that is designed to be installed quickly and affordably. Micro-shelters are not pre-fitted with beds, electricity, or heating and air conditioning.

...

P

...

Prefabricated Shelter

A relocatable structure made from aluminum and composite panels or other durable materials that is prefabricated off-site and shipped to the end user. Prefabricated shelters are pre-fitted with a variety of features including, but not limited to beds, outlets, heating and air conditioning, and storage space.

...

S

...

Support Services for Interim Shelter Sites

Support services for interim shelter sites include, but are not limited to, healthcare facilities, mental and behavioral services, educational and job training, case management, and other similar uses.

...

INTRODUCED on first reading this 7th day of August 2024 and ordered published in pamphlet form.

ADOPTED on second reading this 21st day of August 2024 and ordered published in pamphlet form.

ATTEST:

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk

April 18, 2024

Interim Housing Community Meeting

Public Comments

The following tables display the amount of sticker dots, representing a “vote”, each section got on the public feedback boards.

Directly below them are the comments written onto sticky notes expanding on their inputs.

-Note- Some comments also received sticker dots as “votes” to represent agreement with the statement. Each sticker dot on these comments are represented by a “ * “.

What types of interim housing types should be considered in Grand Junction?

	Tents (provided by managing entity)	Pallet Shelters	Micro-Shelters	Parking
In low-density residential districts, only if located on the same site as a civic use (e.g., a church)	18	21	15	18
In high- density residential districts, only if located on the same site as a civic us (e.g., a church)	15	15	15	14
In high-density residential districts	6	11	10	8
In nonresidential zoning districts	17	17	17	18

-Note- Some comments also received sticker dots as “votes” to represent agreement with the statement. Each sticker dot on these comments are represented by a “ * “.

- Not only no but HELL NO!
- “Church” as civic use may be too restrictive. “Housing First”

- Whatever is practical, safe, and in close proximity to the resources needed by the unsheltered. **
- The pallet shelter makes the most logical sense in terms of longevity, heat, A/C, and being all inclusive. It will withstand all types of weather. *
- Helping the unhoused get into homes will make them tax payers!
- I would prefer you use our resources for the taxpayers – This is not for us!
- Are we helping people in our community only?
- Management needed to move forward to a permanent solution!
- Yes, people deserve to have safe places to exist, especially when there is no/little affordable housing. *
- Our unsheltered neighbors need to weigh in as well. They still need to be near services just like any of us – grocery store, bus stop
- Workforce housing on Horizon Drive update
- Minimum wage and inflation make it really hard to stay in permanent housing. Different options are needed!
- YES!
- I say: No
- The unhoused are already our neighbors – we should treat them as such. ***
- Shipping containers or box cars. Metal is fireproof, easy to clean, harder to damage. Think : ½ sizes
- This is a wonderful solution I support All options!
- This is a pipe dream, trying to shift responsibility to the private and philanthropic community and away from city responsibility
- LAS COLONIA PARK NORTH/EAST CORNER RIVERSIDE PARKWAY AND WINTERS AVEE. WITH NATURAL PRIVACY FENCING ALONG RIVERSIDE PARKWAY NON RESEDENTIAL CLOSE TO DOWNTOWN
- Parked vehicles need to be searched to ensure there are no drugs, weapons, NO mobile meth labs like we see everywhere in Denver
- Important to consider what our houseless neighbors need: proximity to resources? transportation hubs? All weather protection? Sanitation, etc?

What is most important to you?

	Dots	Comments
Safety	38	- Safety for whom? The unhoused or the housed? ** - Perceived safety is also important, by people using the housing and people using facilities nearby (ie schools, daycares) - Please follow Draft Interim Housing created by Interim Housing Workgroup
Management	25	- Concern that is mind springs goes under, what service providers will we have * - Safety for those needing shelter. Location so that they are near services. <u>Free bus passes!</u> - I hope that there will be robust data collection and evaluation element, so the public can know if this idea(s) are doing what is intended/ i.e. is it working? are goals achieved?
Funding	17	- Toiletries bathrooms should be accessible
Appearance	10	- why not start a vacancy tax on non-residential use of residential property to fund housing shelters (STRs and 2nd homeowners)
Location	18	
Other		- No curfew no nightly check in time if a person is gone for 72 hours then give away their space currently if you are not at the shelter by 6pm then you can't go in It's January 10th it's 7pm your on sidewalk with nothing. you find sheets, blankets, plastic, cardboard, but if you leave it un-attended it is gone. are this is how and why camps are created - I hope the target population gets to share their opinion on the type of interim shelter chosen * - Dignity and shelter for our unhoused neighbors * - The solution needs to be <u>temporary</u>, <u>voluntary</u>, and there must be a strong, constant effort to get the residents <u>out</u> of the program. it <u>must not</u> be easy for someone who prefers by choice to be homeless. I'm all for helping those who are helping themselves. - Proximity to <u>resources</u> outreach programs, and <u>transportation</u> hubs are <u>important!</u> no more shuffling our houseless neighbors from park to park to...?

Should Grand Junction allow interim shelter sites?

	Dots	Comments
Yes	41	- Only when non-scrip drugs and weapon are 100% prohibited, drug testing and sobriety assistance required - I've know people to die before they got in housing, so this is a great need and priority. * - Stop shuffling our houseless neighbors from park to park to "par" to literally dodging traffic on I70B. Give them a space to <u>live</u> and let them be. Whitman park or figure something out. - interim shelters make a difference <u>NOW</u> not in 1-3 yrs. - <u>No Means – testing</u> house people, even if they aren't sober. Public safety will still improve * - Agree
Yes, but only in certain areas	10	- Yes!! 43% increase due to housing shortage and inflation. We have to help. If not in shelters, then where? - Yes, because we literally can't build <u>affordable</u> units fast enough * - We have 60+ churched in the valley... if 30 did the "Godly thing", this would be solved. WWJD? - Yes, people need safe places to live. Even if we started building tomorrow there won't be affordable homes for years
No	11	- Let them have Whitman park back. ***** - We think you shouldn't provide this

66% Yes, 82% Yes or Yes w/Conditions, 18% No

Should interim shelter sites be allowed...

	Dots	Comments
In low-density residential districts, only if located on the same site as a civic use (e.g., a church)	29	- Please avoid lawsuits and allow churches to do their work - Central locations for housing, near resources - Wherever is practical, safe, and gives access to the necessary resources! ** - Don't necessarily feel it needs to be on the same site as a provider. - If we don't do this are we saying that some citizens are better than others and discriminating against the economically disadvantaged * - Need central facility with emergency shelter, case management, dining, etc. <u>with</u> interim housing.
In high-density residential districts, only if located on the same site as a civic use (e.g., a church)	28	- Remember: The churches have to agree, and they also struggle to work together. City officials find answer first. Their job! - Only allowed if there is ZERO tolerance for non-prescribed drugs and weapons. residents need to be checked for sobriety. - Sobriety and rehab assistance for drug users to ensure they aren't using, distributing or manufacturing drugs - the appropriate location is where residents have access to services - ideal areas are those where 1. services can be provided efficiently - residents can participate in social norms - Our neighbors (housed or not) deserve a safe, stable place to call "home", regardless of what shape that takes. -proximity to resources
In high-density residential districts	18	
In nonresidential zoning districts	31	
I so not support interim shelter sites in GJ	17	- impact on property values

Should Grand Junction allow interim parking sites?

	Dots	Comments
Yes	36	- Yes, people need safe places to park w/ services. - Yes!!! Please provide those needed options. - We Cannot Ignore this problem These are all viable solutions *
Yes, but only in certain areas	11	- Yes – small shelter and tiny homes (workforce housing) - No
No	18	- IF YOU BUILD IT, THEY WILL COME... <u>IN DROVES</u> - We have grown our unhoused over 200%! - I FEEL Like we are inviting Problems

55% Yes, 72% Yes or Yes w/Conditions, 28% No

Should interim parking sites be allowed...

	Dots	Comments
In low-density residential districts, only if located on the same site as a civic use (e.g., a church)	23	
In high-density residential districts, only if located on the same site as a civic use (e.g., a church)	23	- vehicles are unfortunately the only affordable option some have left - Possibly use the new rec center parking lot?
In high-density residential districts	19	- Cars are safe spaces for residents - Somewhere near downtown care, van, truck, etc. Far more humane than sidewalk park etc.
In nonresidential zoning districts	24	
I so not support interim parking sites in GJ	14	

Resolving my Concerns

Creating a Safety Plan	10	
Site is managed 24/7 by professional	30	
Utilities/Trash/Showers On-site	34	
Limits on Occupancy	2	
Having Fencing / Security Barriers	6	
Registration / Intake / Background Checks required	7	- NO - <u>Zero</u> tolerance for weapons and non-prescribed drugs
Site limits visitors	3	
Supportive Services (mental health, housing navigation, etc) MUST be provided	36	
Participant has behavioral expectations agreement	19	
Creating a Neighborhood Committee for addressing issues	8	- From the people who live there
Regular Site Inspections	14	
Regular reporting (calls for emergency, moves into		

permanent housing, services accessed)	9	
Direct Complaint Line to the Service Provider	3	- Denver reported 61% drop in service calls once an interim shelter went in. Shelter work!
Limited Site Location (example: less than 2 years)		- Fixed locations- why move sites after any period of time. Let providers have a lottery for the management of 3 or 4 locations in the city.
Limited terms of Stay (example: less than 1 year, unless making strides)	12	- People have died waiting for housing here. Limited stay is unreasonable. **
Other		- Mental Health Resources ***** - Make these people do their own lawn maintenance etc. Just putting them in a fancy jail cell with a cell phone creates LAZY! [deleted personal information] - My concern: ANYONE can houseless Golden Rule * - Agree, 0 drug tests. Sobriety does not equal right to shelter. * - Limit barriers for use, allow dogs, no drug tests * - The <u>least</u> city can do is provide trash containers and removal. and toilets with water!! <u>Also Free Bus Passes</u> ** - Single units until screened for mental health barriers. Homeless need alone time. Family units? Heating? Vandalism costs? (reduce by design!) - How does this work in the long term and how do we know where the money is going? - Are these services for our community members - Why can't zoning be the same as a work- release or a jail? - All community concerns @ the issue are the same, and so are the zoning issues. It's the same diff. People that need a place to go , for a time. - Must have a board of directors of which the <u>majority</u> of them actually live on site (are homeless) say a board of 9, 4 council appointees, 5 residents

Interim Housing Virtual Meeting Comments - April 10, 2024

[Wednesday 6:48 PM] Gabby Hart (External)

https://jamboard.google.com/d/1SpnBh_peAsrDcf3Li-qGn3mECKhNmBstSLBg96G1o-Y/viewer?f=2

Grand Junction Interim Housing Community Meeting - Google Jamboard

[Wednesday 6:49 PM] Leah Rice

Why aren't we using BLM land for these?

[Wednesday 6:49 PM] Leah Rice

Camp grounds?

[Wednesday 6:51 PM] Marilee Aust (External)

I see the votes, but not the sticky notes

[Wednesday 6:51 PM] Joyce

Not working

[Wednesday 6:51 PM] Marilee Aust (External)

Looks like we can see everyone moving the pages around the screen

[Wednesday 6:52 PM] Virginia Brown

The background is moving around, making the location of my vote not where I placed it

[Wednesday 6:52 PM] Marilee Aust (External)

Agreed to Virginia (same here)

[Wednesday 6:52 PM] Rebekah Mendrop (External)

This is horrible ineffective. I've been emailing Tamra

[Wednesday 6:52 PM] Leah Rice

My vote is no but can't put my dot.

[Wednesday 6:52 PM] Rebekah Mendrop (External)

I thought this was public comment. Where do we leave that?

[Wednesday 6:53 PM] Rebekah Mendrop (External)

Rebekah Mendrop, RE/MAX 4000 and AMGD chair

Support around interim housing. Yes. This allows things we're not comfortable with. We have emergency housing and we have transitional shelters. Why do we need anything more?!? These folks that are tent camping currently are doing so because they choose to. Not because they don't have other options.

This will reduce property values of surrounding areas. This will negatively affect the surrounding property uses - residential or commercial.

I need someone to work for me. But no one will.

Why can't we use staff resources in different ways. We need education and job growth not housing. This further promotes the unhoused situation by NOT making these folks get a job and get out of their situations.

We don't need housing work. We need education and motivation for these folks to be employed.

Who in the IHWG did you have from the property valuation sector?

Denver tent camping is NOT my ideal for grand junction. Is this yours?? For the record this is public comment and I do not want to be like Denver. This is not okay.

So are you considering tent camping at the new Gj rec center?
like 1

[Wednesday 6:53 PM] Cory Ward
Mine is no can't figure out the dot

[Wednesday 6:53 PM] Craig Stout

Can't work anything

[Wednesday 6:53 PM] Kpete923 (Guest)
My vote is NO but I can't post a sticky note\
[Wednesday 6:53 PM] CharlieQ (Guest)

Sorry. This has been a waste of time.

I empathize with what you are trying to do. But this is so out of sync with this community.

[Wednesday 6:53 PM] Julie Berg - Keller Williams Realtor

Isn't working for me either

[Wednesday 6:53 PM] Ashley Chambers

BLM land is for recreational use only and has very short limits to time able to stay on it.

[Wednesday 6:54 PM] Marilee Aust (External)

Yes; poll might be better

[Wednesday 6:54 PM] Rhonda Massey

NO big NO

[Wednesday 6:54 PM] Craig Stout

I vote no. More work needed.

[Wednesday 6:54 PM] William Rice

No

[Wednesday 6:54 PM] Andrea Hamilton (Guest)

Thank you for trying the Jamboard, I think it was a good idea but just didn't work in this format

[Wednesday 6:54 PM] Rhonda Massey

No

[Wednesday 6:54 PM] Kpete923 (Guest)

I live in north of G Road.

[Wednesday 6:55 PM] Toni L Heiden

no

[Wednesday 6:55 PM] Cory Ward

No I live on 26 rd

[Wednesday 6:55 PM] Kpete923 (Guest)

Why is this a City of Grand Junction responsibility?

[Wednesday 6:56 PM] Lisa Mullen

No across the board.

[Wednesday 6:56 PM] Craig Stout

I currently live in the Loma area. What do you have planned for outer areas than Grand Junction?

[Wednesday 6:56 PM] Rhonda Massey

you show these pretty painted houses but what doesn't show is the shopping carts and garbage and mess that will surround them.

[Wednesday 6:56 PM] William Rice

No across the board

[Wednesday 6:56 PM] Andrea Hamilton (Guest)

Yes, I would like to have both interim parking and interim shelter. I currently live near Chipeta and 20th

[Wednesday 6:56 PM] Marilee Aust (External)

"Maybe" to parking in very specific public areas -- a huge amount of work is needed before I could ever vote yes -- even just for parking

[Wednesday 6:56 PM] Sean Crocker

No at this time. More work and community involvement on the work group.

[Wednesday 6:56 PM] Leah Rice

I'm concerned that this is how the housing will work. Good idea... bad implementation.

No to all. Where do the cars go during the day? Where do the unhoused go during the non shelter hours?

[Wednesday 6:56 PM] Toni L Heiden

i live in the North area no to parking and intermit housing

[Wednesday 6:56 PM] Sandra Zoldowski

Who will be paying for these services?

[Wednesday 6:59 PM] Virginia Brown

I understand the need to be looking at these options. I feel the location of interim housing and camping to needs to be very carefully looked at It is not clear on the map as to WHERE you are looking due to differences in computer colors. The super light yellow colors on my screen are frequently R-4 housing. I know we have some large properties that are historically vacant that might be good for interim housing. I feel strongly that any location needs to have additional safety features, with 24/7 management. Additionally I would be very upset if there was a site that was just over my back fence line.

[Wednesday 6:59 PM] Marilee Aust (External)

Agree with Mr. Goodman above. Tax burden questions are huge.

I also understand that City of GJ currently does not have a zoning rule, regulation or requirement for any interim housing. This should be put up for a vote.

[Wednesday 7:00 PM] Marian Brosig

Undecided but I am aghast what a mess these homeless people have around their tents and the garbage they leave behind. How would this be taken care of if you had both the parking and the temporary shelters?

[Wednesday 7:00 PM] Kpete923 (Guest)

What communities are you talking about?

[Wednesday 7:00 PM] Virginia Brown

The link to the GIS map you are using should be shared, with what the areas your are looking adding a zoning layer to add interim housing/camping areas.

[Wednesday 7:00 PM] Ashley Chambers

Zoning map will be available on the Engage GJ platform.

[Wednesday 7:00 PM] Kaitlin Pettit, Toilet Equity

Kaitlin here from the local nonprofit Toilet Equity. Yes, this is a needed response to what the Grand Junction community is facing. If done in a regulated way such as described here, it would help alleviate some of the problematic side effects that others are noting throughout town. We have a dedicated and energetic group of nonprofits in town who would be able to help get a project like this off the ground and address some of the concerns others are sharing here.

[Wednesday 7:00 PM] Chamaine

Looking at sites that have reported success addresses issues of concern for the community

[Wednesday 7:01 PM] Andrea Hamilton (Guest)

One question I do have is whether there are any entities who are currently interested in managing these sites?

[Wednesday 7:01 PM] Craig Stout

Does Grand Junction currently have a site that they are looking at for interim housing or parking?

[Wednesday 7:01 PM] Kimberly Clemmer

No to interim housing and parking.

Agree with issues brought up about who is funding this, tax burden, etc.

[Wednesday 7:01 PM] Kelsay Heath (External)

How are all these people "surveying" these communities to know that it's working there? There is no true statistics. So you know.

[Wednesday 7:01 PM] Ian

What are we doing to reduce the population? I understand it's increasing but do we understand why and are we addressing that issue?

[Wednesday 7:02 PM] Marian Brosig

I believe that Delta had a temporary parking area and they closed it down within a year due to safety issues. Have you talked to them what went wrong??

[Wednesday 7:02 PM] Rhonda Massey

If a camper has to leave daily-who pays for that gas? who makes sure they are out of a lot by 8am daily???

[Wednesday 7:02 PM] Ashley Chambers

Ian, yes. We are working on all of those things concurrently. The cost of housing is the number one reason.

[Wednesday 7:03 PM] Hogan Peterson

I'm seeing a pretty significant number of commenters who have had to leave the meeting or been on and off multiple times, or unable to comment effectively because of this meeting format. Given the level of interest and range of comments and the technical difficulties this meeting really warrants a do-over to fairly create input opportunity. Maybe an additional comment session or workshop.

[Wednesday 7:03 PM] Toni L Heiden

the mental issues and drug use is big

like 1

[Wednesday 7:03 PM] Virginia Brown

I have serious concerns about tax burden for providing these services.

like 2

[Wednesday 7:03 PM] Sherrie Knez

Sherrie Knez, 31 Rd. There needs to be more Close to Central High School. There needs to be more specific rules on location and who the people are. With all the problems of illegal immigrants won't this bring more homeless rather than less along with crime. Needs to be very specific,

[Wednesday 7:03 PM] Kimberly Clemmer

I agree with Hogan.

[Wednesday 7:03 PM] Rhonda Massey

So many questions? Who is this staff that mans this? Who pays for ALL OF THIS????

like 1

[Wednesday 7:03 PM] cloverproperties@me.com (Guest)

Is the presentation you just ran available on line to view again?

[Wednesday 7:04 PM] Leah Rice

What is an email address that I can formally ask my questions and get clear answers?

[Wednesday 7:04 PM] Sean Crocker

Delta closed their interim housing after a year due to an large increase in crime and public safety issues.

like 2

[Wednesday 7:04 PM] Joyce

No to any interim housing--anywhere in Mesa County. We need to take care of our own homelessness. Interim housing is going to draw more!

like 1

[Wednesday 7:04 PM] Mary Thompson (External)
North 261/2 and G

How will the unhoused qualify for these temporary homes? Where will they go after the 2 year limit?

[Wednesday 7:04 PM] Gabby Hart (External)

cloverproperties@me.com (Guest)

Is the presentation you just ran available on line to view again?

Yes, the presentation will be available on the EngageGJ page.

[Wednesday 7:04 PM] Kelsay Heath (External)

Please read the "assignments" and surveys. How can you get the data?

[Wednesday 7:08 PM] Betsy Smith

someone must be monitoring and screening comments

[Wednesday 7:08 PM] Rhonda Massey

NO NO NO to all of this and will our input actually matter? Is this pre decided no matter what we comment?

[Wednesday 7:09 PM] Ron A

No to this, quit dismissing what we see and know.

[Wednesday 7:09 PM] regina stout

I am wondering if there are support services that will be provided and required to participate in with the homeless who will be utilizing the interim housing? If we give them shelter that is only 1 step in the making sure these citizens don't remain homeless and we enable them to live in these shelters in perpetuity.

[Wednesday 7:10 PM] Paula Rohr

No on interim housing and no to parking. There needs to be a better way.

[Wednesday 7:10 PM] Virginia Brown

Churches will be sponsor of sites?

[Wednesday 7:10 PM] Ashley Chambers

Yes, Regina - that is part of the managed site format.

[Wednesday 7:10 PM] Leah Rice

Can the homeowners around those sites have a vote on that location

like 1

[Wednesday 7:11 PM] Toni L Heiden

City Council is supposed to improve our community which I think is phenomenal. creating these interim housing and parking is going to downgrade our way of living.

like 3

[Wednesday 7:11 PM] regina stout

So where do the grants come from? Federal govt? Local or state govt or private funds?

[Wednesday 7:11 PM] Tamra Allen

Comments can be sent to housing@gjcity.org or at engagegj.org

[Wednesday 7:11 PM] Betsy Smith

Why does the council believe they can do it better than everyone else who has tried this? In a community where over 30% are already on some form of government assistance, it doesn't make sense that this council think they can do it better with such a smaller tax base

like 2

[Wednesday 7:11 PM] Gene

How will each person be vetted? I am concerned about registered sex offenders blending in with families that are being housed as well in these temporary locations.

like 2

[Wednesday 7:12 PM] Leah Rice

Will those sites that are responsible for management also be responsible for food for those staying there?

like 1

[Wednesday 7:12 PM] Ashley Chambers

Yes, that is correct Leah.

like 1 surprised 1

[Wednesday 7:13 PM] Ashley Chambers

More opportunities to provide comments through: [Interim Housing \(Alternative Housing Options\) | Engage GJ](#)

Interim Housing (Alternative Housing Options)

The City of Grand Junction will host two events to gather input from the community about interim housing. A virtual meeting will be held on Wednesday, April 10 at 6 p.m. and an open house is planned...

[Wednesday 7:14 PM] Ashley Chambers

And are welcome to attend the NEXT public meeting on the April 18th meeting.

[Wednesday 7:14 PM] Larry Craven

I agree with the If you build it, they will come. What are the stats from other cities? Anyone taking advantage of this should be required to go through mental, addiction and financial counseling. There should be NO drug or alcohol use on the property.

[Wednesday 7:14 PM] Leah Rice

Do the homeowners have a vote around those sites

[Wednesday 7:14 PM] Betsy Smith

Again, how in the world can this community afford to fund this? What will be taken over or defunded to make this happen? Especially when we don't have the money in the first place. Do not take money away from taxpayers who need programs to fund those who will drain the tax base.

[Wednesday 7:14 PM] Andrea Hamilton (Guest)

One question I have is there any procedure or process for proving mismanagement by any of the entities who are managing these sites? Not just for their neighbors, but by the people who are staying at these sites.

[Wednesday 7:14 PM] William Rice

What happen sanctuary city which we are not

like 3

[Wednesday 7:14 PM] Ashley Chambers

Yes, Andrea - there are some provisions in the drafted code.

[Wednesday 7:15 PM] Andrea Hamilton (Guest)

Excellent, glad to hear it. I look forward to more details Ashley

[Wednesday 7:15 PM] Leah Rice

What is the tax on EMS, mental facilities, er, etc? Will be hiring more ems to cover those areas and the influx of people coming

like 1

[Wednesday 7:15 PM] Ashley Chambers

I'm not able to answer all questions in the chat because they are coming so very fast. I apologize.



[Wednesday 7:15 PM] Ian

You said next meeting will be very similar to this one as far as content... can you guys have some supporting stats from some of the other successful AND failed sites that have already been through this?

[Wednesday 7:15 PM] Ashley Chambers

In sites we have explored, the strain on the system was reduced and call volume decreased.

[Wednesday 7:16 PM] Ashley Chambers

There are case study communities listed in Engage GJ with a lot of that information provided.

[Wednesday 7:36 PM] Ryan Goodman

Agreed, who's paying for the unaffordable housing that you are talking about...and the additional "next steps" with continued mental health services, job placement so they can keep their new housing...etc? who's paying for the infrastructure you propose? Security services at these sites? Healthcare? Transportation to and from medical facilities? So many unknowns! City cost for oversight and approval of applications? City costs for mitigation for noncompliance of policy at sights...

[Wednesday 7:36 PM] Leah Rice

What documentation will people need to stay? State issue ids

[Wednesday 7:37 PM] Gene

Thank you for hosting this meeting!

[Wednesday 7:37 PM] Ashley Chambers

Betsy, there are many sites that are working and working well. There are many that have not. This is a NEW form of housing that has been a learning process for all involved. As there have been unsuccessful attempts, we are learning from both to help make informed responsible recommendations.

[Wednesday 7:37 PM] Betsy Smith

There needs to be more information to the benchmarks that will determine the approval or disapproval of this proposal.

[Wednesday 7:37 PM] Ashley Chambers

The site management entity is responsible for all of those decisions and expenses.

[Wednesday 7:37 PM] Mary Thompson (External)

Thanks for hosting!

[Wednesday 7:38 PM] Betsy Smith

The city makes the decision to let those management entities in. That is what needs to be discussed in greater detail with the public.

[Wednesday 7:39 PM] Ashley Chambers

we agree betsy. That's part 2 of the continued process.



Hello,

Thank you for presenting the concept of Interim Housing to the public in an online forum on April 10, 2024. I appreciated the time, however the presenters took 50 minutes to present which left little time for questions and answers. In addition, the technology did not cooperate, but I appreciate the presenters staying on for 30 more minutes to allow for comments. Below are some of my comments since I will be out of town for tonight's open house.

1. After much discussion between my husband and I we are not sure all the questions have been addressed or will be addressed. I felt the presentation was very much limited to what the presenters wanted to present and appeared to be predetermined outcome to the zoning recoding.
2. I felt that the plan has not been thoroughly vetted. There was only 1 portion presented and it was limited in scope.
3. I am very concerned with the responsibilities of the private, NGO's or churches that choose to move forward on a special use permit if they are no support services to get people out of interim housing into permanent housing. That portion of the plan was not addressed until the question was asked. The answer was somewhat disappointing.
4. Delta's attempt at interim housing failed miserably. Denver and Aurora who are case studies for this project, are spending more money on the problem by moving the homeless around, (much like our shell game of moving them from Whitman to Emerson to interim). I don't think there are any positive case studies that really show the true picture of this problem. In addition, Denver just announced an \$8 million reduction in the police dept's budget to help the homeless with a total increase in funds from other depts totalling \$90 million. We don't have that kind of budget and the taxpayers of this City should not have to pay the price.
5. The fear of "if you build it, they will come" is very real. Very Real and I don't want this in my backyard.
6. When is the City going to document where and how our \$19 Million dollars spent, per the Housing Report 2023?
7. Finally, the presentation only addressed what the presenters and I am

8. Many folks in this county live paycheck to paycheck, it is not right for their dollars that are given to our City be spent on people that take and do not give. We need a more comprehensive plan that addresses the problem from all angles not just by destroying our landscape of our beautiful city.

Bottomline: I am not in favor of this proposal and would vote against it.

Thank you for your time,
Regina Stout

This email was sent from a contact form on gispeaks.org

From: Cheryl Conrod <bccconrod@gmail.com>
Sent: Saturday, April 20, 2024 10:39 AM
To: Ashley Chambers <ashleyc@gjcity.org>; Sherry Price <sherryprice@gjcity.org>
Subject: Grand Junction Regional Center as homeless shelter

Dear Ms Price and Chambers,

I write this in response to Mr. Neiderkruger's frustrated call for response after the recent meeting at Lincoln Park Barn. I've lived in the Grand Valley since 2007 and have heard all the hemming and watched the chin scratching over local homeless issues. I've read about homeless camps being trashed and vandalized by police and people freezing to death and being murdered on the streets. I've helped at overflow shelter programs through local churches. I've watched homeless people being harassed and moved along while the community nibbles around the hole and misses the doughnut altogether.

Catholic Outreach construction can never keep up with the need for housing. "Affordable housing" in this day and age is a cruel pipe dream. This is all window dressing. Much as you would like it, our homeless residents are not going to disappear.

I have circulated this proposal for several years now, and I think it has the most merit of any I've seen. Please give it a serious look.

Yours,

Cheryl Conrod

What to Do With the Regional Center

Here's an idea to put the Grand Junction Regional Center to use after current residents are resettled and the facility closes. Create a city/county/charitable consortium that would run it as an all-inclusive facility for the homeless.

Here are some services and amenities such a campus could provide:

- * Indoor overnight housing for homeless men, women and families
- * Air conditioned day room for shelter from hot/cold/inclement weather
- * Campground and/or tiny houses with central restroom/shower facilities for those who prefer to sleep outdoors or who keep pets
- * Farm to grow fresh food for on-campus food services and the food bank
- * Classes for lifelong learning, GED, job training and apprenticeship for maintenance and repair of the facility (perhaps Habitat for Humanity could help with this)
- * AA and al anon meetings
- * Mail, Internet and phone service
- * Laundry facilities and lending library
- * Small commissary-like shop with snacks and toiletries
- * Move *Catholic Outreach* soup kitchen and thrift store to this campus
- * Move *Homeward Bound* into this residential facility
- * Move food bank into existing warehouse on campus
- * Move animal shelter here. Volunteers could care for, socialize and exercise shelter animals.

- * Host “Stand Down” and other veterans services
- * Volunteer maintenance of Veterans Cemetery

Create a bus route to take residents downtown and to social/medical service providers in the morning and return to the facility in the afternoon. This would be partially funded by reducing extra downtown police patrols and partly through purchase of bus tokens by charitable organizations. Residents could earn tokens by working at the facility.

Advantages:

- * Increased efficiency of social services through consolidation.
- * Homeless population would find meaningful work through volunteer facility maintenance, repair, gardening and upkeep of Veterans’ Cemetery in exchange for bus tokens, sundries.
- * Job training and a safe environment.
- * Residents would not be denied access due to sobriety or pet companions
- * More remote location would encourage homeless people away from downtown and North Avenue.
- * Reduced presence of homeless downtown would make shopping and entertainment more attractive and safe. This is an answer to the NIMBY (not in my backyard) effect.

I know I speak from ignorance of the enormous amount of work and coordination among city and county agencies, charitable organizations and the religious community. I’m sure others in the social welfare field can think of many more possible uses for this facility. But I think a converted Regional Center would offer a fantastic opportunity for our community to consolidate, coordinate and improve the care we provide for our homeless population.

I can hear the “yeah, buts” already. Many of the buildings are in deplorable condition. I know this would require imaginative, creative organization and added funds. It would upset many settled groups and systems. But I hate to see the Grand Junction Regional Center sold off to some developer and razed for yet another (un)affordable housing project or a big box store.

Our community can do better than that.

From: Jessica Meyer <jessicameyergj@gmail.com>
Sent: Thursday, April 18, 2024 11:11 AM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] Interim Housing Objection

<<https://gjspeaks.org>>

There are numerous reasons the idea of interim housing and tent camping will negatively impact our community. Decreased property values, overall general safety of our children and neighborhoods and communities, and overall general upkeep of our community to name just a few! Let's take a look at other communities this method has been adopted and you will find that it has not made one positive change/impact on those communities and cities. If this is seriously an idea that is danger of being passed I would ask our City Leaders to first open up the streets they live on, sidewalks they walk daily and parks they allow their children to play at and then have a discussion on the impact this will have on the rest of the community. We have people moving here everyday to get away from these kind of dangers in the bigger cities. There are numerous other ideas that should be explored before this even a thought.

From: Patricia Heartsill <pheartsill@gmail.com>
Sent: Wednesday, April 17, 2024 1:06 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] Interm housing

<<https://gjspeaks.org>>

I have lived in my home downtown for almost 30 years. I live next door to the public library and the Unity Church. I own a business in Main Street downtown Grand Junction It has been more and more challenging to deal with homeless in my yard and in my business. Please, don't allow this program that will make it worse. My business has suffered terribly by the homeless bothering my customers and scaring paying customers away.

I fight everyday to keep homeless people out of my yard and from camping with huge piles of trash in front of my house and business.

My property value is declining everyday this problem is allowed in my neighborhood and now you propose to make it legal. You want to allow camping in front of my home and business... Will they be camping in front of your home and business too???

Just this morning lawn tools were stolen from my driveway. And we were outside when it happened. Allowing these people to legally "live" on the sidewalk by my home and driveway is invasive and scary. Please before you allow this proposal to go forward, consider how you would feel if you were in my place. I'm horrified and beg you not to move forward but instead look for alternative solutions.

Thank you

Patricia Heartsill
pheartsill@gmail.com

From: Lana Malan <lane.malanrealty@gmail.com>
Sent: Tuesday, April 16, 2024 10:47 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] Interim housing

<<https://gjspeaks.org>>

Our family is against this program. Placing these tents in our community will have negative impact on property values. When you work all your life and invest in rental property as part of your retirement and then a program like this will definitely affect getting renters and reduce property values. We visited cities that tried this (to name one - Tacoma) and the result was disaster. The trash around the tents was horrible. Homes around the area were vacated, many went into foreclosure and many were drug houses. A beautiful historic area was destroyed.
This is a bad idea

From: Stephanie Jordan <Stephjordangjre@gmail.com>
Sent: Tuesday, April 16, 2024 8:40 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] Interim Housing

<<https://gjspeaks.org>>

I do not want our community implicate this way of living and as a realtor and property manager/landlord I am also concerned with rents and the negative impacts on property values based on this implementation. I also ask the city to consider conducting meetings where we can all be more involved and have a say in what happens and in what locations we would all be willing to consider allowing this process to occur. I do not feel like this will be successful within our local area/community and it will cause negative aesthetics and distress to our community and the balance of lifestyle we are trying to achieve and strive to make it a highly desirable place to live and people want to move here and live here due to the way things are currently. This could impact our ability to maintain a desirable community and its still affordable "as-is" and we continue to maintain a healthy balance of living in various lifestyles and we already offered plenty of housing options to people of all income levels, so why do we need to go to this extreme and risk an uproar of uncertainties?

From: Niki Yenter <Nyenter@gmail.com>
Sent: Tuesday, April 16, 2024 4:36 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] Proposed interim housing

<<https://gjspeaks.org>>

Thank you for asking for input about the homeless issues in our city. I worry that we are creating an environment that encourages homelessness by handing over shelter and services. Many of the homeless are passing through GJ and other have no intention of returning to responsibilities. There will always be poor and mentally ill and we have services that help those that can not get out of that situation and for those that want to get out of the situation. We must stop trying to polish and corral and make comfortable those that are choosing this way of life. Look around at the people that are paying for these things...;they are people that when hungry, go to work. And when not able to work there is social security and services to help. When we give people free tents and continue to give give give we take away dignity that comes with contributing and we take away a desire and hope to make our lives better. People camping in the park are doing it, not because they have fallen on hard times, but due to addiction, illness and life choices. I have seen them craping in the downtown doorways and being higher than a kite and It will not benefit anyone to make a nice campsite unless you are looking to have woodstock in our neighborhoods.

From: TERI FEENEY-STYERS <REJUVENATIONREALESTATE@gmail.com>
Sent: Tuesday, April 16, 2024 4:41 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] CAMPING IN CITY LIMITS (INTERIM HOUSING)

<<https://gjspeaks.org>>

Currently the City of GJ ordinances do not allow a property owner to rent or otherwise house someone in a camper or RV on their property. I think you should change this ordinance. You could require the installation of a proper sewer dump and hook up to potable water (many homes already have this option for convenience). Then the burden of keeping a site clean would fall on the property owner. They would also benefit from potential rents. This type of living situation may involve an adult child, a senior family member, or an unknown tenant. The property owner could offer a camper/RV owned by them - or just a space rental for a person who has their own rig. The new ordinance should include restrictions for where the camper can be parked on the property. Perhaps you offer a "permit" similar to the STR permit. These self contained units (tiny house on wheels, motorhome, fifth wheels, trailers) are a cheap housing alternative. By dispersing the units onto individual lots the public impact is lessened.

From: Kaycee Keller <kcelese87@gmail.com>
Sent: Tuesday, April 16, 2024 4:44 PM
To: communications <communications@gjcity.org>
Subject: [Grand Junction Speaks] kcelese87@gmail.com

<<https://gjspeaks.org>>

In regard to Interim Housing, I strongly disagree with this proposal- the design hasn't worked in other cities, and it will not work in ours. We do not want our community to be modeled after Denver/ Aurora... we choose to live here on the western slope away from the negative effects this proposal has brought to Denver and surrounding areas. In Denver, this implementation has caused negative impacts on property values, negative community aesthetics/ unsanitary conditions, an increase in criminal activity and a decrease in safety. As a Real Estate Agent and Property Manager, I strongly believe that this would have a detrimental effect on our community. Alternatively, the city needs to review other methods that could help encourage/promote those to seek economic stability and growth while still protecting our local community that we've all grown to love.

From: Kaitlin Pettit <kaitlin@toiletequity.org>
Sent: Wednesday, April 10, 2024 7:09 PM
To: Housing <housing@gjcity.org>
Subject: Thank you for the open meeting

Hi all,

Thank you for hosting the open comment meeting tonight. Your presentation was very thorough and informative, and I learned a lot. You all had a lot of composure and handled the open comment period very graciously, and I know how hard that can be. You are very brave and wonderful for opening up the discussion like that.

Thank you for taking the time to address each concern that was presented to you, and thank you for looking into this opportunity for Grand Junction. I hope it will be successful.

Please let me know if there's anything I or [Toilet Equity](#) can do to help, we are happy to work with any interim site to provide toilet access.

Thank you all so much for your patience tonight,
Kaitlin

--

Kaitlin Pettit, PhD
CEO, Toilet Equity
She/her
toiletequity.org



First, the decisions about "unhoused" resources, closing of parks, etc being made even before discussion with the public is unacceptable! A housing city employee told me at the meeting that went so badly (held at the hospitality room at Stocker Stadium) that the decision had already been made to put up the resource tent. This was decided without public and business input and should have never been allowed to happen. Another lie to the public is the ideal came from the Zoning and Development Code Review Committee.

We already have a problem with "unhoused" people living in the foothills around the valley. They leave their trash and never clean up. What do you think they do when their sewer tanks are full in their RVs? They just dump sewage where they sit. In addition, people with RVs are not allowed to "camp" overnight in the Walmart parking lot. I would much rather have tourist stay in the parking lot than have people living in tents around the valley.

I am a housing provider. I have seen what people do to properties they do not own and how they lack respect for other people's property. Having "unhoused" people live anywhere would cause human feces to be anywhere they are allowed to live. It was made clear to the governor that we are not a sanctuary city. This should also include having people "camp" wherever they want. There are RV, state and national parks with paid camping available. Those facilities have plumbing to accommodate camping. In addition, private citizens are required to pay for the privilege of camping in state and national parks. Why would the city council consider allowing people to set up residence in a city park and not pay for that privilege? There will be additional cost for cleaning up after people including picking up trash (drug needles) and cleaning public restrooms.

PUBLIC RESTROOMS! We can't even keep local public restrooms open because of the "unhoused" vandalizing the public restrooms.

SPLASH PAD! We can't have a nice splash pad for children to play in because "unhoused" people bathe in it!

Seriously, those two last sentences alone should remind the city council that opening up public areas for unhoused to "camp" in is not a smart idea! We had nice bathroom facilities on 5th St. We had a fun splash pad that is now fenced

off.

I do not want to be driving my grandchildren around town and have them see people relieving themselves on private or public land. I have already witnessed this myself. A walk in downtown Denver should be all it takes to remind the city council that this is a bad, horrible idea.

Dena Watson
Owner/Broker
Freedom Property Management
970-245-6411

This email was sent from a contact form on gispeaks.org



For the love of God, do NOT pass this bill. It will turn our city in to the same mess Arvada and Denver are. I live in GJ to get rid of the problems associated with interim housing.

This email was sent from a contact form on gjspeaks.org

To Whom It May Concern:

I would like to express my comments regarding the Interim Housing, as we were limited in the amount of public comments accepted during the Public Outreach meeting.

First, we were not given the ability to disagree with the proposal. We were told where we wanted to put this zoning type. I fundamentally disagree with this and was not able to state as much as I could only place dots on a map. The dots indicate my agreement, and that is NOT what I intended with my attendance at the meeting.

Second, we were told that the initial idea came from the Zoning and Development Code Review Committee. I have checked with several members of that committee and that is not true.

Third, Denver / Aurora is the community we're modeling our community after in this proposal. I do not wish our community to look like that area. There are negative impacts on property values based on this implementation, in addition to negative aesthetics of the community.

Fourth, I have a tenant in a fourplex in Clifton that pays \$650 per month in rent - utilities included. In the eight months she's lived there, she's been late four months. If this type of zoning exists, why would she continue paying me rent? She would have no motivation to do so and would likely leave and live for free in one of these communities. She is not currently in the "unhoused" population, but something like this could encourage her to do so.

Finally, there are many other options for addressing this need that would encourage people to make choices to ensure their economic stability. I would love to see the City brainstorm with landlords such as myself who house the population most at risk for being unhoused. Could we offer classes for these folks when they are late on their payments? Could free classes offered by the City be part of the application process for some landlords?

I would encourage the City to review options that would not diminish property values and the aesthetics of our community.

Thank you

From: Jamie Stehman <jstehman@bresnan.net>

Sent: Wednesday, April 17, 2024 7:35 PM

To: Housing <housing@gjcity.org>

Subject: Vote No on Interim Housing

I would encourage everyone of you to vote NO on the interim housing bill! This will not solve the problem but make it worse!

Have you discussed this with Chief of Police Matt Smith?

Have you discussed this with the local churches, business owners, golf courses, etc.?

All of the above are or service TAX PAYERS! I would bet that 90% of TAX PAYERS do NOT want this to happen!

It would simply spread out the homeless population and add crime to every different vacant land in this city!

And remember, if you vote this in, we will vote your butt out! Period....

Jamie Stehman

From: Ed Krey <Ed@lhrrs.net>

Sent: Thursday, April 18, 2024 4:02 PM

To: council@gjcity.org; Housing <housing@gjcity.org>

Subject: Interim housing code update

I am a resident of the City of Grand Junction. I am writing to express my deep concern for the proposed city code update regarding the "interim Housing" locations on residential and commercial lots in town that will have implications that reach far beyond helping people. ie: decreasing surrounding property values, increased crime etc. Currently there is NOTHING in the city code that will allow for sanctioned camping, temporary structures, RV parking etc.

This will definitely be a detriment to our city and create unintended Or maybe intended consequences. Please do not move forward with this drastic change.

Ed Krey

From: Kelsay Heath <kheath@cbcprimeproperties.com>
Sent: Thursday, April 11, 2024 11:37 AM
To: Housing <housing@gjcity.org>
Subject: Interim Housing

Thank you for the presentation last night. Can I get the slides from yesterday? Or the maps you showed, I would like to gather all my information. As well as if you have the surveys/assessments the city has gathered for the unhoused. I will be at the next meeting as well, I appreciate you allowing us to discuss this as a community.

Thank you,

From: Hrhufnpuf <hrhufnpuf@aol.com>
Sent: Wednesday, April 17, 2024 6:17 PM
To: Council <council@gjcity.org>
Cc: Housing <housing@gjcity.org>
Subject: Homeless housing plans

Your new proposal for housing homeless in Grand Junction is terrible for the people who actually pay taxes. These people do nothing for the community nor do they want to. Anything offered should have a moving forward target to achieve productive member of community that contributes and expulsion for those who don't.

Jackie Savage
970-234-0340

Alli, 7 days ago

[Alert moderator](#)

I do not support these changes to the zoning code. This is not the only answer to our current situation and is costing the taxpayers an incredible amount of money to even look into this process. We do not need this zoning code update and I think it's clear that it is not a good fit for our community.

REPLY

Do you agree?  0  0



cg, 9 days ago

[Alert moderator](#)

As a representative government, it is imperative that you ensure you are acting per the will of the majority of the taxpayers you represent. This is too large of an issue not to be taken to the taxpayers to VOTE on.

REPLY

Do you agree?  2  0 [Hide reply \(1\)](#) 



Valanders, 3 days ago

Alert moderator

As a business owner that operates in the City of Grand Junction I certainly do not agree with "hot patches" that will not solve anything. It appears that the actual homeowners in the city will get the bill for the resources used to organize, permit and police this in the form of their taxes. Yes, I know there are "grants", but that is also taxpayers \$, just at the State or Federal level. As it is we have had equipment stolen from our yard, company vehicles and our back lot used as a bathroom. I absolutely do not think it is a good idea to implement policy's that we will pay for and encourage more of the same by rewarding the "nomad" lifestyle. The Catholic Outreach has been a huge support and they actually seem to do things that get those that need and WANT it back on their feet. They also have programs that hold the people needing help to some accountability. Perhaps the city should look at some of their programs before warehousing them (temporarily) around our city on vacant property or parking lots.

REPLY

Do you agree? 👍 0 🗨️ 0 Hide reply (1) ^



DianeS, 6 days ago

Alert moderator

I attended the zoom meeting on April 10th and watched the Council Workshop on this issue. I am not unsympathetic to the plight of the homeless and actively support Catholic Outreach with regular donations. That said I have real questions about the need for a code amendment to address interim housing options. I think that City Council should develop a set of criteria to insure public safety, health and welfare. Then the Council should approve each submittal. Additionally, just like with marijuana retail outlets there should be an initial limit on locations (maybe 3?) until we see the viability and sustainability of this proposed solution which has had limited success, at best, in other cities. I am also really concerned that limited resources will be spent on temporary solutions rather than working toward affordable permanent housing.

REPLY

Do you agree? 👍 1 🗨️ 0 Hide replies (2) ^





I am writing in opposition to the attempt to circumvent our existing Zoning Codes and process for seeking variances to them. Currently, almost anything sought regarding Interim Housing or extended Camping/Parking can be accomplished without creating a new code of "right by use". By applying for a Conditional Use Permit one can acknowledge the use is not allowed, provide the reasons why in the applied-for variance the exception should be allowed and have the proposed use reviewed by the departments (utilities, city services, fire/safety, traffic, et al) responsible for the health, safety and quality of life for all of our citizens to identify what the allowance would impact and how that impact must be mitigated before the out of code use can be allowed. Our Planning Dept staff and Planning Commission can respond with a knowledgeable review and a hearing for input from the neighboring properties and owners about the proposed use sought. That having been accomplished the City Council can then perform the role they were elected to fulfill on behalf of their constituencies and timely approve or deny the proposed use, or remand it back to Planning to address any concerns or issues needing rectified. There is no "up side" for anyone avoiding the zoning and codes we have in place, and the methodology for exceptions, not for the interim users nor our citizenry and business community.

This email was sent from a contact form on gjspeaks.org

Interim housing initiative



Teri Thomas <info@angelsinthemaking.com>

To: Housing; Council

Retention Policy Default 2 Year Then Permanently Delete Message Expires 4/18/2026



Thu 4/18

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Good Morning,

I am writing this note as I am unable to make the open house at Lincoln Park barn tonight.

I am against the proposal being discussed as it does nothing to help the homeless situation. In my eyes it only makes it legal to squat in areas where they can not legally do so now. My business and my home would be downwardly effected by this. For me its a safety and sanitary concern. Loose dogs, as is common in homeless encampment is also a concern.

I am not insensitive to the homeless crisis but this solution is just a whitewash to "look the other way" rather than coming up with real solutions.

Have we proposed to some CMU students studying in the social sciences, urban growth and mental health be part of the solution? Could students work with our city government to creatively device a plan as part if their curriculums for graduation? Our government officials don't need to have all the answers. Can we work collectively with these young, brilliant, think outside of the box minds to devise a sustainable plan?

When we know better we do better. Let's do better!

Sincerely,

Teri Thomas
Owner, Angels in the making
21 yr resident of Grand Jct, CO

Interim Housing



Dead Cowboyz <craigman1962@gmail.com>

To: Council

Retention Policy Default 2 Year Then Permanently Delete Message Expires 4/17/2026



Wed 4/17

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

If you think this interim Housing proposal is a good idea..

Please by all means add the sidewalks around your home and business to the list of spaces that camping is allowed. If you approve this, that's exactly what you're doing to me. I live by the library and own a business on main St.

Stop this madness! It's horrifying to me and others in the areas you are proposing to turn into 3rd world country neighborhoods. My property value is already dropping because of the homeless, now you want to completely run my home and business into the toilet.

Don't let this happen. Look for reasonable solutions to the issue. Turning my home into the homeless campground is not an option.

Thank you

Craig Heartsill

Craigman1962@gmail.com

Code Change for Interim Housing



Jessica Holt <jrholt1978@hotmail.com>

To Council; Housing



Wed 4/17

Retention Policy Default 2 Year Then Permanently Del Expires 4/17/2026

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

I think we can all agree that the rise in homelessness in our Valley is concerning. Many places I use to feel safe are not longer safe, ie the Riverfront trail, Main Street, and even my grocery store (Redlands Safeway) where I have been followed to my car, and asked for money.

Interim housing is an AWFUL idea, and must not be passed. Property values will decrease for homeowners, & crime will increase to name a few concerns. As a homeowner and a mother, I do not want to have an encampment next to my home or anywhere close to my home.

DO NOT PASS THIS CODE CHANGE.

Proposed interim housing



Cindy Amann <camannrealestate@gmail.com>

To Council



Thu 4/18

Retention Policy Default 2 Year Then Permanently Delete Mess Expires 4/18/2026



Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

This would be a huge mistake. It has not worked in other cities and I feel it is not a viable option for our community.

Cindy Amann



Right-click or tap and hold here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.

[Click to see what your home is worth](#)

Interim Housing



Connie Tremblay <connie@connietremblay.com>

To: Council



Thu 4/18

Retention Policy: Default 2 Year Then Permanently Del Expires: 4/18/2026

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

I would encourage the City to review options that would not diminish property values and the aesthetics of our community.

Please listen to true residents that care about the people and not ideology that doesn't work in real life applications.



NO to Homeless tent and parking areas in the City of Grand Junction



Paula Rohr <lomahillfarmcreations@gmail.com>

To: Council



Thu 4/18/2024 8:52 AM

Retention Policy: Default 2 Year Then Permanently Delete Message (2 years)

Expires: 4/18/2026

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Dear City Council,

We implore you to NOT go through with the proposal of Tent camping or parking for the homeless. This has not worked in the cities that the homeless committee used as examples. They only used these cities because they had numbers recorded and not success. The areas will be inundated with crime, drugs, and there is no way to go back from there. From what Grand Junction businesses are saying, when they make a call to the police for the homeless damaging or stealing things on their properties the police can't help them. Why put these sites near residential neighborhoods or churches? The police will not be able to do anything to help our citizens in this community.

I believe that the regional center would be a great place to house the homeless and homeless vehicles. The money that was spent for the homeless last year in our city was unbelievable on the committee's charts. This money could be used in a better way to remodel the regional center to get the homeless population out of the elements. This property has extensive grounds to be able to accomplish this. The soft top on Ute could then be transferred to this site when the transportation hub is ready to be constructed.

Insurance is a big issue in Colorado. I do not believe the insurance will cover churches when they become homeless sights. Also, will insurance insure a home near one of these sites. A lot to consider when insurance costs are on the rise and they are cancelling everywhere in the state of Colorado.

Please do not turn Grand Junction into Denver or California. The citizens voted you in to protect them.

Please VOTE NO!

Russ and Paula Rohr
Concerned Citizens

Re: Hello



cheyenne Tharp-Etter <gracecheyenne@gmail.com>

To Council; Housing



Wed 4/17

Retention Policy Default 2 Year Then Permanently Delete Mess Expires 4/17/2026

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

On Wed, Apr 17, 2024 at 8:49 PM cheyenne Tharp-Etter <gracecheyenne@gmail.com> wrote:

My name is Cheyenne Etter. My husband and I have lived here in Grand Junction for quite some time. We understand the city is trying to change the code that allows sanctioned camping and such in areas that as a local I would not be comfortable or feel safe if one gets set up near my house. I understand that the homeless is a growing problem but this is not the solution. You all drive the locals who call this valley home. Not to mention crime could increase. I urge the city to listen to our concerns. Thank you.

Homeless housing plans



Hrhufnpuf <hrhufnpuf@aol.com>

To Council

Cc Housing



Wed 4/17

Retention Policy Default 2 Year Then Permanently Delete Mess Expires 4/17/2026

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Your new proposal for housing homeless in Grand Junction is terrible for the people who actually pay taxes. These people do nothing for the community nor do they want to. Anything offered should have a moving forward target to achieve productive member of community that contributes and expulsion for those who don't.

Jackie Savage
970-234-0340

[Sent from AOL on Android](#)

You have received a new comment on the Forum Topic, Interim Housing Code Draft on project Interim Housing (Alternative Housing Options) on your site,

I applaud the City housing team for doing the research and finding what appears to be some tested and proven options for helping our homeless population. I absolutely support citywide zoning changes for interim housing and parking. It's a great first step and I appreciate that if we get to the point of providing interim housing, it's a measurable option that can be implemented sooner and at a lower cost than some other long-term options.

Added by pingerfam

From: Rich Parker <parkerspool@gmail.com>

Sent: Thursday, May 2, 2024 11:04 AM

To: Ashley Chambers <ashleyc@gjcity.org>

Subject: Temporary shelters

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello,

As a Grand Junction resident I would like to recommend the use of temporary shelters for unhoused individuals.

Thank you,

Rich Parker

From: Constance Combs <combsconstance@gmail.com>
Sent: Thursday, May 2, 2024 11:06 AM
To: Ashley Chambers <ashleyc@gjcity.org>
Subject: Support for zoning intervention for temporary unhoused shelters

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi, Ashley. Thank you for receiving my email regarding the City's zoning code change to allow community organizations and service providers that work with the unhoused to set up temporary pallet shelters with 24/7 on-site management and to provide relief to the downtown area. I support the shelters being proposed as temporary and managed by our excellent service providers. It is wise for GJ to gain from Denver's experience, to improve on their temporary shelter models to start transitioning unhoused families and individuals in our community into more stable living situations.

I don't want to be counted among the silent community that without speaking out risks our losing this kind of shelter intervention as a lawful and affordable option to ensure the human right of shelter for all who need it - forthwith! Thanks for what you do!

Cheers,

Constance Combs

602-832-2984

From: Roy Brown <60landslide78g@gmail.com>
Sent: Tuesday, April 30, 2024 12:19 PM
To: Council <council@gjcity.org>
Subject: Homeless Population

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Homeward bound and the City of Grand Junction created their own homeless problem. Having lived in Pueblo and other cities without homeless services people on the street had the goal of coming to Grand Junction. Because they knew of homeless bound and other services. Also being homeless myself about 6 years ago for a couple of months until I got a place I noticed that there are several people on the streets that want to be there. They do not want to conform to rules and responsibility of having their own place. Also several homeless people have income which they prefer to spend on drugs and alcohol instead of helping themselves. They would love to have a place to live but only if it is free. There is more important things the city needs than financing the carefree lifestyle of the homeless population. Once again I reiterate that Grand Junction presented itself as a great place for the homeless to come to because of the city government and especially homeless bound.

Thank you for your consideration in reading this email and I wish you luck in solving this sad situation that is a huge blemish on our community.

Sincerely,

Roy L. Brown

-----Original Message-----

From: Alethea Moon <nyaparry@gmail.com>

Sent: Tuesday, April 30, 2024 2:18 PM

To: Housing <housing@gjcity.org>

Cc: Council <council@gjcity.org>

Subject: Zoning codes

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Hello,

I support updating zoning codes to allow interim shelter and parking sites. Please do not let our most vulnerable neighbors down.

Sincerely,

Alethea Moon 81520

-----Original Message-----

From: Arlo Miller <industrybased@gmail.com>

Sent: Tuesday, April 30, 2024 4:21 PM

To: Housing <housing@gjcity.org>

Subject: Interim housing

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

I support interim housing in Grand junction. Tent encampments, parking sites, pallet houses, any of the above. Please honor the work that the interim housing working group did and pass the zoning changes they suggested!

Arlo Miller, 81501

From: Thomas McCloskey <tmccloskey@bresnan.net>
Sent: Wednesday, May 1, 2024 10:34 AM
To: Belinda White <belindaw@gjcity.org>
Cc: 'tmccloskey' <tmccloskey@bresnan.net>
Subject: Providing temporary shelters for our unhoused.

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

To the Mayor, City Council, and agencies engaged in helping the houseless in our community-

The city of Grand Junction is currently working on a zoning code change to allow the service providers that work with the unhoused to set up temporary pallet shelters with 24/7 on site management. I'm taking a moment to write a few words to our City Council and housing department, to express my concerns about the lack of shelter for our growing population of unhoused locals.

The shelters being proposed are temporary (1 to 2 years) and will be managed by staff (no unmanaged sites, like Delta tried). Denver has seen some amazing benefits from their projects, and we want to use and improve on their models to start transitioning our unhoused into more stable living situations so they can connect with resources, service providers, and get the help they need. The changes in code can be sunset limited if there is concern with ongoing expansion of this alteration of code which could degrade the building environment in our City.

If we don't do enough during this short-term crisis in affordable housing, there's a real risk that our inaction will eliminate temporary shelters as an option to address our unhoused (and it IS the most affordable option). I'm sharing my thoughts in the hope the city will start taking meaningful action to address the unhoused population. We simply can't continue the current situation and by default, just leave them unhoused and on the streets.

Thanks for your consideration and dedication to just housing and health care for your citizens, whether they have addresses or not.

Tom McCloskey

Redlands

From: mhmok1@bresnan.net <mhmok1@bresnan.net>

Sent: Wednesday, May 1, 2024 7:15 PM

To: Ashley Chambers <ashleyc@gjcity.org>

Subject: Temporary pallet shelters

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Ashley,

Wanted to let you know our entire family support the temporary pallet shelters 100%.

Having just found out about the program Tuesday afternoon, we were not able to rally others that we know that would support such a program!!

We will look at different areas where they might go as we haven't had time to do that.

Good luck,

Monique Morisseau M.D.

Martin O'Keeffe

Isabelle O'Keeffe

Jeanne O'Keeffe

You have received a new comment on the Forum Topic, Interim Housing Code Draft on project Interim Housing (Alternative Housing Options) on your site,

I strongly support citywide zoning changes for interim housing and parking. What those who disagree are missing is a full understanding and education of the factors in our culture and society that lead to homelessness, exacerbate it, reduce it and prevent it. This is something the housing team at the City does have a thorough understanding of and we should let them do their job. I applaud the housing team for providing case studies for how this has ACTUALLY worked and improved the housing situation and even reduced crime in other cities. Many commenters are making incorrect assumptions and have uneducated opinions regarding what really works to solve these types of problems. The people who don't want taxpayer money being used to provide shelter to the homeless are the same people who complain about homeless in the parks, camping, on the street or leaving trash everywhere. You can't have it both ways. They need somewhere to go. Despite inaccurate perceptions and wishful thinking, there are NOT ENOUGH shelters and spaces for homeless folks here. If you work in the field, you will see that there is actually a major shortage of resources. These are human beings we are talking about! Being homeless does not make someone a criminal. They are not going to be able to get back on their feet as you so demand until they have a safe place to keep their belongings and sleep at night. You try it. It's near impossible to do. You want it solved, this is how we do it. You can't just complain them away. At this point we are at step one of making changes. We're JUST changing the code. There is no reason not to simply allow ourselves the OPPORTUNITY to have these types of sites here. The funding, the providers, the mechanisms, the places...those will all appear in due time and nothing will be implemented without public input. The housing team has made that clear. What I would really like to see in addition to interim housing and parking sites is sanctioned camping areas. Those who will not or cannot function in an interim housing tiny home site will still need somewhere to go that is not a park or city street where they will be harassed. I would also like to see more traditional overnight shelters. I think we are missing a major opportunity and misusing what we already have by not having the Resource Center open at night when nighttime shelter is most needed. It has been stated that the Resource Center was meant to replace the park.... well, the park was open until 9 or 10. People cannot truck all of their belongings back and forth from the Resource Center to their camping area twice a day. If we want to reduce the number of people camping in parks and by the river, we need to give them a low barrier shelter or place to stay over night like the Resource Center. It's already there, why not get more use out of it? Why not maximize its benefit to this community?

Added by AshleyR

[Click here](#) to view the comment

This comment is subject to moderation.

-----Original Message-----

From: Angel Goodrich <angel.goodrich1@aol.com>
Sent: Wednesday, May 1, 2024 6:46 AM
To: Housing <housing@gjcity.org>; Council <council@gjcity.org>
Subject: Zoning codes

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

I support updating the zoning codes to allow interim shelter and parking sites Angel Goodrich 81505

-----Original Message-----

From: JEANNE MARIE <pinkjeanne@msn.com>
Sent: Tuesday, April 30, 2024 9:48 PM
To: Council <council@gjcity.org>
Subject: Interim housing

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

I support zoning and development codes to allow city wide interim housing and parking sites in Grand Junction.

Jeanne Marie
Pinkjeanne@msn.com
81520
Sent from my iPad

From: Miranda Springer <my.aorta@gmail.com>
Sent: Tuesday, April 30, 2024 12:09 PM
To: Housing <housing@gjcity.org>; Council <council@gjcity.org>
Subject: zoning codes

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello, I support updating zoning codes to allow interim shelter and parking sites. Thank you!!

Miranda Springer, 81505

From: Alexis Bauer <octopuscoffeeinc@gmail.com>

Sent: Wednesday, May 1, 2024 8:42 AM

To: Ashley Chambers <ashleyc@gjcity.org>

Subject: Housing Concern

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Ashley,

I just wanted to write in and share how important it is to me that the interim shelter zoning code changes get adopted by the City. I believe it is terribly unfair to leave the unhoused on the streets for many reasons, not the worst of which is businesses struggle with coping with their impact.

Grand Junction has to make a meaningful, 24 hour, seven day a week response to the community's housing crisis. And they need to do it quickly to help impacted businesses who are struggling with their now overwhelmed neighborhoods - it goes without saying that the unhoused are not going to find a path back to a healthy living situation without help either. Pallet shelters are cheaper than brick and mortar, faster and would help so much.

The Resource Tent is a good start, but the lack of overnight capability leaves that area vulnerable to unsupervised unhoused populations and their belongings. Pallet shelters would greatly help that area and other areas by giving the unhoused somewhere for themselves and their belongings to be, safely. I think it's unreasonable to expect folks to find work and save up for first last and deposit without a stable base from which to operate - and I think that is why our unhoused population is growing, our few shelters are doing the best they can but they're not enough.

I am available for discussion with anyone who would like more help understanding how the unhoused impact businesses and how these shelters would help so much to lessen that impact.

Thank you for all you do,

Alexis Bauer

From: Carl Grey <carlgrey521@gmail.com>
Sent: Monday, April 29, 2024 8:49 PM
To: Housing <housing@gjcity.org>; Council <council@gjcity.org>
Subject: Zoning Codes

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

To whomever it may concern,

I support updating zoning codes to allow interim shelter and parking sites.

Carl Posthumus
Clifton, CO 81520

From: Z Stanek <zsfstanek@gmail.com>
Sent: Monday, April 29, 2024 4:44 PM
To: Housing <housing@gjcity.org>; Council <council@gjcity.org>
Subject: Support for Updated Zoning Codes to Allow Interim Shelter and Parking Sites

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello,

I am writing to show my support of updating zoning codes to allow interim shelter and parking sites. This is for the betterment of Mesa County residents, houseless or otherwise.

Thank you for your time,

Zoe Stanek

81504

From: Kerrigan Cooney <kerrigan4321@gmail.com>
Sent: Monday, April 29, 2024 6:11 PM
To: Council <council@gjcity.org>; Housing <housing@gjcity.org>
Subject: Interim Shelter and Parking Zone Codes

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

I support updating zoning codes to allow interim shelter and parking sites.

-Kerrigan Cooney. Grand Junction, CO. 81506

From: Laura Houston <laurathebartendress@gmail.com>
Sent: Monday, April 29, 2024 3:49 PM
To: Housing <housing@gjcity.org>
Subject: Interim housing

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

I fully support updating the codes to allow interim housing! This should have been thought about, voted on and implemented BEFORE the closure of whitman park.

Laura

Grand Junction Resident

From: Bryan Collings <collings.bryan@gmail.com>
Sent: Monday, April 29, 2024 6:19 PM
To: Ashley Chambers <ashleyc@gjcity.org>
Subject: Please allow Temporary Shelters

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello,

I wanted to reach out and express my thoughts on allowing temporary shelters to be allowed in the city to help get some of the local Unhoused off the streets.

I think we should make sure code allows temporary shelters, they seem to be a tool that works more often than not in getting people back into permanent housing. Other cities have done a lot of work on this, we can use and improve on their models to start transitioning our unhoused into more stable living situations so they can connect with resources, service providers, and get the help they need.

It won't be cheap, I'm sure, but showing up to ERs without the ability to pay, contact with police for things like trespass simply because they have nowhere to go, these are costs incurred by not providing shelter and also hugely expensive from what I understand.

Brick and mortar shelters can take 2-3 years to build but the temporary shelters are much faster to get up and running and should actually help address the problem, maybe shrink the Unhoused population instead of just move them around.

This is meaningful action.

Thank you for your time,

Bryan Collings

You have received a new comment on the Forum Topic, Interim Housing Public Feedback Session Recording April 10, 2024 on project Interim Housing (Alternative Housing Options) on your site,

The city should provide opportunity and not actual housing for those who are unhoused. No wasteful tiny homes or providing structures to occupy. The city should focus on a managed space that is approved for people to stay. Like a designated parking lot for those wanting to sleep in their cars. Provide overnight security patrol and Porta Potty's. Or the Tent opportunity if your without a car. I could see a managed space with

Porta Potty's of tent camping available in Red insulated Kodiak IceFishing tents. With the occupants required to purchase the tent. So they have some skin in the game. This way the camping area is clean and well organized. Not tarps, and walmart tents and garbage. This campsite should be on a couple acres of land at the new Community Center development and Park. Showers can be accessed at the community center or local gym membership like Planet Fitness.

Added by Fergman

[Click here](#) to view the comment

This comment is subject to moderation.

You have received a new comment on the Forum Topic, Interim Housing Draft Code - PowerPoint on project Interim Housing (Alternative Housing Options) on your site,

I agree, this should be voted on by the tax payers.

Added by GJcity2024

From: Karen Prather <pkaren626@gmail.com>

Sent: Monday, April 29, 2024 2:16 PM

To: Housing <housing@gjcity.org>

Subject: Interim Housing Feedback

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi there,

I received an email from Mutual Aid Partners asking to deliver feedback on the interim housing project. I'm not sure if there is a form I'm meant to use and I'm happy to do so. Please let me know if there is a better way to submit feedback. Otherwise, please see my feedback below.

I attended the open house at the Lincoln Park Barn a few weeks ago concerning housing support for unhoused individuals in the Grand Junction area. I know many friends that live in Denver and I follow a few pages that showcase the havoc and chaos that is perpetuated at the St. Francis Center and the Quebec Group funded "housing first" hotels and I hope that we take the failures of those

systems into consideration to plan an ideal solution for GJ residents and the unhoused community. Specifically, I think we need to address the following to make these resources succeed.

- **SAFE outdoor spaces:** Any free housing communities need to have systems in place to uphold a **zero tolerance policy for weapons, prescription and recreational drugs**. We cannot ask an addict to simply stop being addicted however, we have seen that housing first initiatives that are not accompanied by addiction treatment have dire outcomes for residents and the surrounding community.
- For example, records show that out of 10,000 households served by the St. Francis Day Shelter annually, only 7 exited to permanent or stable housing in 2023 and none so far in 2024. More people involved with the SFC died than moved onto permanent housing last year. In Grand Junction, we consider death a negative outcome and that is a reality of these services that we need to consider proactively rather than reactively as we are seeing the centers in Denver attempt to do.
- **Overdoses at encampments and in facilities:** we need to mandate and enforce zero tolerance for all drugs at these facilities and accurately record and communicate when these situations may occur. Addiction treatment needs to be mandatory for all residents and no use or sale of drugs should occur between residents. Even prescription drugs need to be verified to discourage circulation.
- **Mobile drug manufacturing:** Regular vehicle searches need to be complete for vehicles allowed to park in these areas. We cannot have mobile meth labs like we see in Denver.
- Colorado was recently voted the 4th most dangerous state by Forbes according to property crime, violent crime and chances of becoming a victim. For this reason we must have a **zero tolerance for weapons** and/or violence at these centers if we are to succeed with interim housing programs and we must ensure sufficient staffing so that residents are checked for weapons. We also need to consider *effective* security enforcement on site 24/7 at these facilities. Recently, I saw a viral video of a St. Francis security guard fully asleep while on duty. There are also countless stabbings, shootings and domestic disturbances at these kinds of facilities in Denver, including Overland, Renaissance Lofts and House1000 facilities, as well as areas surrounded by encampments in Denver, including the Sante Fe, Navajo, Colfax & Broadway, Kalamath & Lipan encampment areas. These statistics are recorded by Denver Police, we see almost 1000% increases in crime rates in these areas vs. further away from unhoused facilities and encampments. This kind of negligence cannot be tolerated at the Grand Junction facilities.
- If families and single unhoused individuals are residents we need to implement proper securities to ensure children are safe in these facilities. That means we need to check if people are on the SO list and provide alternatives for those individuals. Perhaps we consider separating sex offenders into alternative buildings. It seems many centers in Denver do not have safety regulations in place to protect unhoused children from being around dangerous individuals. This cannot be tolerated in the Grand Valley.
- **Fraud:** I recently read that the Crossroads Salvation Army program manager in Denver was fired for fraud and embezzlement. We need to do everything in our power to keep corrupt deals with development companies from infecting public services with this kind of fraud in Grand Junction. We cannot simply replicate the housing facilities in Denver because the evidence of these failing their community is abundant. We do not want GJ to turn out like Denver in these respects!

Thanks!

From: prayercandle00@protonmail.com <prayercandle00@protonmail.com>

Sent: Monday, April 29, 2024 1:53 PM

To: Housing <housing@gjcity.org>

Subject: Interim housing zoning codes

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

I support updating the zoning codes to allow interim shelter and parking sites. As housing costs across Colorado and the US get worse we need to find solutions for people in need of housing.

Dominic Arzapalo, resident of Clifton, CO.

While I appreciate the effort that is going into this process, I think that this is avoiding the real questions and challenges that this type of approach will need to address before anything like this would come to fruition: 1.) Location - I believe that it will be incredibly difficult to find a site for any significant amount of these uses, whether it is parking areas, tent villages, and/or pallet village. Finding sites that are a) available, b) suitable for such uses in terms of access to services, etc, and most significantly c) acceptable to and compatible with the surrounding area will be very challenging to say the least. 2) Cost - from what I have been able to determine through some research, building a pallet village with even a modest number of units (perhaps 40-50) will require a significant capital investment as well as a significant ongoing operational expense. Candidly, I believe that the zoning obstacles are the easy part to address. But finding suitable locations and earmarking funds for both one-time as well as ongoing expenses will be both significant and difficult to justify to the community at large, especially if public funding is proposed.

Added by bherman

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Brianna Dixon - Zip code: 81501

Optional comment:

Schoening
I need a safe space for me - my puppy - and my husband to be able to feel safe and not get fucked with b/c Doctor Amos singled me out and told me that I can't have my dog w/ me @ the Amos Hangout House!!

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: LeRoy Revelle Zip code: 81501

Optional comment:

Fix the problem correctly
please stop drinkin' alcohol

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Teika M. Roach Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Shanna Locke Zip code: 81501

Optional comment: It ~~too~~ would be easier
to find work IF I had a place
to keep stuff

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Jeff Fraizer

Zip code:

81501

Optional comment:

need a place because
it's a better night to talk to
real walls

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Jason Banks

Zip code:

81502

Optional comment:

It is a big concern
and much needed for the homeless
community

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: LeelVon Baker Zip code: 81501

Optional comment: This County needs a
camping space... I am almost
75yo old & having to pick up & move
every other week. No campers
are not leaving... Lets find a
compromise.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Amy Mascarenas Zip code: 81501

Optional comment: We would like to see the
parking spaces for camps and RV's.
LEGALLY! And the tiny houses

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Andrei Avramov Zip code: 81502

Optional comment: The Homelessness problem
is an issue that we have to have
somewhere to go. It's ridiculous. I've
lost so much including everything
bathrooms, housing, laundry

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Kelly Merry Zip code: 81501

Optional comment: Need parking for
poor disabled vets

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

5-22-17
Name:

Theresa Jaramila Keder

Zip code:

Herlin 81501
Sheller

Optional comment:

I want people to be safe
I got upset up saying I mean no harm
I would vote 2 ways in any way I can
Come See About Me. God Bless You
So do I. MJK

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Stacey Banks

Zip code: 81501

Optional comment:

Much needed to help
the homeless

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Gretchen Clark Zip code: 81501

Optional comment:

Its important to allow
the freedom to camp, park, feel safe and
have access to clean & sanitary amenities.
I am "all-in" for the these all-zoning
ideas I would gladly volunteer some
of my time to help progress this action.

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Misty Bunick Zip code: 81501

Optional comment:

Don't feel safe due to police
need more, as a storage
place place for laundry

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Huber Sterns Zip code: 81501

Optional comment: yes, please we need
a space

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Maisie Meryhew Zip code: 81501

Optional comment: I 100% back and love the
idea of having zoning and develop
ment codes allowed. Regardless there
is always going to be homeless people
wherever so why not have them in a
designated spot? I would make things better

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Jerry Gander Zip code: 81501

Optional comment: This land is ours it
should be free to camp
Anywhere

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Ben Krueger Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: CHARLENE DALBOS Zip code: 81501

Optional comment: OPENING HOUSING AND
PARKING FOR PEOPLE WITH CAMPING
PLEASE.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Dustin Lennap Zip code: 81503

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Cory Harvey

Zip code:

81502

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Reanne Neal

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Jesse Smith

Zip code: 81501

Optional comment: check into using gravel pit @

rather than...

2 white water boat ramps?...

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Glenn Greuling

Zip code: 81501

Optional comment: stop being the bull on Colo's Ass

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Zip code:

Optional comment:

Please, ☺ shade,
restrooms & Water - please

To: Grand Junction City Council and City of Grand Junction Housing Division

☐ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Chris in montez

Zip code:

81502

Optional comment:

freedom means at exactly
what it sounds like. But nowadays
opposite seems to be true in a
world of contradictions on half truths
because if there was not in you had
time to think of the

To: Grand Junction City Council and City of Grand Junction Housing Division

☐ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Jeff Prazler Zip code: 81501

Optional comment: Need a safe place
w/ out GJPD Harassment

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Amber Sterns Zip code: 81501

Optional comment: hard w/ dog / having to
leave my place or being kicked
out

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Pam Parker

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Tanya Baker

Zip code: 81501

Optional comment:

Tired of getting told
by GSPD that BLM is where we
belong, those in camper & trailer
are told by BLM is not saying
that BLM is the license

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Robert Surbangl

Zip code: 81501

Optional comment:

There are roughly 3500 homeless in GJ.
The buildings are another bandaid that doesn't
work for everyone. You want something to help
build something to house all the homeless on an
interim bases. 2-3 months tops.

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: BEN OTTO

Zip code:

Optional comment: 970-566-1882

OTTOMATIONS.UNLTD (A) GMA LLC

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Schauna Funk Zip code: _____

Optional comment:

You stole dogs,
got ride of homes dogs,

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Jennifer Saulpaugh Zip code: 81502

Optional comment: I am Homeless I need to

Find some more resources and I
don't know the future of GJ.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Sean Jacobson Zip code: 81501

Optional comment: I, a U.S. Citizen and Son of a
Deceased Veteran of the U.S. Air Force have been
harassed by the G.J. Police because of me being
homeless. It would be nice and in line of the
Declaration of Independence and U.S. Constitution of the
G.J. Government which include's G.J. Police provide's
Continued Service

Kind and respectful interaction, unto me, and
my fellow homeless people; and, that they
would provide a section of empty ground
- in the city, for me and my fellow homeless
people, to set up tents, and to sleep, and
not be harassed, and/or, uprooted, by the
City Police, and/or, Mesa County Sheriffs, and
lastly, make parking for people with RVs
with full hook-ups, for ^{or} Interim Housing Status,
with all the same as homeless people, and vice-versa.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Bill Mullins

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Raven Cook

Zip code:

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Daniel. marvel Zip code: 81504

Optional comment:

under the colorado constitution we have
the right not to be Harassed, we have the
right to rest, and privacy aswell as the right
to Live a Free + Happy Life parenteed to us
By The U.S. constitution "Law of the Land"

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Sheila Fletcher Zip code: 82511

Optional comment:

I want safe. No haste

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Patricia Langstaff Zip code: 81501

Optional comment: Please allow people to
camp at a safe place and sleep
22....

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Michael Ritchie Zip code: 81503

Optional comment: Please allow sleep
to happen!!

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Eugen Sebastian Schulte Zip code: 81501

Optional comment: I believe we have the
human right to sleep safe from
any vulnerable situation the right
to rest law etc. etc

God Bless

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Marc Nichols Zip code: 81501

Optional comment: It would be great to
get more folks off the streets

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Bramon James Miller Zip code: 81510

Optional comment:

WE NEED SOMETHIN' Y'ALL!

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Adam B. Grill Zip code: 81501

Optional comment: I agree with this tremendously.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Donna McLaughlin Zip code: 81503

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Jeffrey MADRSE Zip code: 81501

Optional comment:

The PAPA tragedy vs #MCLSSJ

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: John Thomas (not to be used) Zip code: 81501

Optional comment: Helping homeless people feel secure and loved with "Homedestiny"
Connecticut Agasson And All
Forgiveness Not Cruelty.?
John

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: _____ Zip code: _____

Optional comment: A place safe either to park a vehicle or van or car overnight or day without being harassed by "new way" "lego" way

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: JOHN CURLEY

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division



YES! I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.



No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: MUNA A

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Elizabeth Bailey Zip code: ALL

Optional comment: Houseless for 14 years, because
couldn't find a job finally have one need a place to live
for me this would give me the strength to keep
climbing

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Broad Rouse Broad Rouse Zip code: 81501

Optional comment: Storage would be beneficial as well.
Always a worry of the few belongings I have without
a place to keep them becomes a full time job that
makes getting a job harder than needed to get out of the
suit we are in.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Briggs Savage

Zip code: 81501

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Cassandra Ricks

Zip code: 84601

Optional comment:

I have residence in Provo, nicer than any ones
here in Grand Junction. I came here to flee from
Domestic Violence in Utah. Try as many kind people
do in GRAND JUNCTION I've never been

To: Grand Junction City Council and City of Grand Junction Housing Division

☐ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☒ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name:

Zip code: 81502

Optional comment: We need homeless and fix toys
quit digging bullshit holes in the street. Stop
harrasing the homeless. God is watching.

Aren

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Victoria Grassmick Zip code: 81501

Email: Victoria-grassmick@men.com

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Shaylene Wood Zip code: 81501

Email: WoodShaylenea@gmail.com

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Maria Krasinski Zip code: Grand

Email: Jhammer@gmail.com Junction

Optional comment: Homeward

Bound

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Gwendolyn Kay McGowan Zip code: 99130

Email: irishlissie2@yahoo.com

Optional comment: PLEASE HELP PEOPLE

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: RUSSELL CAMPBELL Zip code: 81501

Email: CAMPBELL RUSSELL CAMPBELL

Optional comment: (YESS) I WANT TO BE ALL FOR THIS OR STOP BACK GROUND TAKES

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Lori Fitz Zip code:

Email:

Optional comment:

YES PARKING
YES TINY HOMES

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Shannon Palmer Zip code: 81501

Email: ASHAWN PALMER@GMAIL.COM

Optional comment:

BEING WITHOUT A HOME
DOES NOT MEAN YOUR
WITHOUT A HEART.

Optional comment:

Email: Jordan Jennings@gmail.com

Name: Jordan Jennings Zip code: 81501

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

To: Grand Junction City Council and City of Grand Junction Housing Division
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To: Grand Junction City Council and City of Grand Junction Housing Division

☐ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Susan Sargent Zip code: 81504

Email: sintegritysl@gmail.com

Optional comment:

"selective" - "citywide" is too open-ended.
Obviously, in my opinion, appropriate housing
couldn't be just anyone's.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Michelle Funk Zip code: 81501

Email: Funkmichelle402@gmail.com

Optional comment: Need a safe place to keep your things, get classes if needed and get your dignity back jobs, good family dogs

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Elijan Lewis Zip code: 81520

Email: elijanlewis@icloud.com

Optional comment:

I believe that the unhoused needs a couple places to be. anyone can end up unhoused

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Allie Mendenhall Zip code: 81501

Email: Allie@Foundations4Life.net

Optional comment:

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Dannette Keener Zip code: 81520

Email: dannette@amoscounseling.com

Optional comment:

I believe that we as a
community should support (all) of
those in our community,

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Lori murray Zip code:

Email:

Optional comment:

GET A property (Nad) market's pet, work
Skills helping each other. Stay on
site, People CAN come in camp
offer skills, mechanics, cooking gardening
under The people who live out on
the streets to ruin it.

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Sharon Contreras Zip code: 81501

Email:

Optional comment:

Please help with R.V. Parking
so I can get my life on
Track with a job, home
It will give back stability.

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Cassandra Ricks "Mirade White" Zip code: 89601 Provo, UT
Perd's, France

Optional comment: I'm seeking presidential nomination bid

To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Sean Glen Fitzgerald Zip code: 81501

Email: sohuxk74080@gmail.com

Optional comment:

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To: Grand Junction City Council and City of Grand Junction Housing Division

☒ **YES!** I want zoning and development codes to allow citywide interim housing and parking sites in Grand Junction.

☐ No, I do not support adapting zoning codes to allow citywide interim housing and parking sites in Grand Junction.

Name: Angela Griecman

Zip code: 81501

Email: angelagriecman@gmail.com

Optional comment:

This would be very helpful for the street homeless I have experienced thers in my hometown (Wilmington NC) we have a tiny village call Eden Village the requirements to be housed are ridiculous though
970 307 5056

GRAND JUNCTION PLANNING COMMISSION
July 9, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chairman Teske.

Those present were Planning Commissioners; Shanon Secrest, Kim Herek, Keith Ehlers, Ken Scissors, Sandra Weckerly, and Orin Zyvan.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Manager), Tamra Allen (Community Development Director), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 0 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from June 25, 2024.

Commissioner Scissors moved to approve the consent agenda.

Commissioner Weckerly seconded; motion passed 7-0.

REGULAR AGENDA

1. Zoning Code Amendment - Utilities Undergrounding

ZCA-2024-396

Consider Amendments to Title 21 Zoning and Development Code to Remove the Requirement for New Development to Underground Existing Utilities.

Staff Presentation

Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

There were no questions or comments for staff.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, July 2, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 5:46 p.m. on July 9, 2024.

Discussion

Commissioner Ehlers clarified that this amendment pertained to all existing overhead lines, regardless of the size of the infrastructure.

Commissioner Zyvan asked if there was any consideration to require undergrounding in the future.

Motion and Vote

Commissioner Scissors made the following motion “Mr. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-396, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Weckerly seconded; motion passed 7-0.

2. Zoning Code Amendment – Interim Housing ZCA-2024-397

Consider Amendments to Title 21 Zoning and Development Code to Create a New Land Use Category for Interim Housing, to Create Temporary Use and Structure Standards for Interim Housing, and to Create a New Public Hearing Process for an Extended Temporary Use permit.

Staff Presentation

Niki Galehouse, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Commissioner Ehlers asked how frequently amendments or expansions could be requested for an interim housing development. He asked how “usable area” was defined in regard to density calculations. He asked if there was a limit on the length of time individuals could inhabit the dwellings. He proposed that once the temporary use had reached its 4-year limit, there would be a buffer period before the property could reapply or that the temporary use would need to become permanent.

Discussion ensued about how long a property could be used for interim housing before it became a permanent use. There was consideration to amend the motion to include language about a buffer between terms, or to require the use to become permanent including any code requirements that brings about.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, July 2, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:51 p.m. on July 9, 2024.

Discussion

Commissioner Scissors asked if the lack of consideration for extension or renewal was intentional.

Commissioner Zyvan asked for clarification that the term-length proposed by this amendment was 4 years.

Motion and Vote

Commissioner Ehlers made the following motion “Mr. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-397, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report and the condition that clarifying language be added to express the intent of this Commission that there be a cap on a site that an interim housing site cannot be in use on that property for more than four years.”

Commissioner Herek seconded; motion passed 7-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Ehlers moved to adjourn the meeting.

The vote to adjourn was 7-0.

The meeting adjourned at 6:58 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) CREATING A NEW LAND USE CATEGORY FOR INTERIM HOUSING, CREATING TEMPORARY USE AND STRUCTURE STANDARDS FOR INTERIM HOUSING, AND CREATING A NEW PUBLIC HEARING PROCESS FOR AN EXTENDED TEMPORARY USE PERMIT

Recitals

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

When the Zoning & Development Code was repealed and replaced on December 20, 2023, the topic of interim housing was warranted more extensive community input and discussion for more detailed recommendations to be made outside of the general code update process. Staff has subsequently worked with a consultant and a working group to provide direct input and offer insight into this complex topic.

As part of the Unhoused Needs Assessment, the community has identified that interim housing in the form of temporary shelter may serve as an important part of the housing continuum and is not a land use or structure contemplated by the existing Zoning & Development Code (ZDC). The proposed regulations address the establishment of the use, process for approval, standards for compatibility with surrounding uses, and health and safety requirements.

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

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the zoning and development code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

...

21.02.020 SUMMARY TABLE OF REVIEW AND DECISION-MAKING BODIES

Table 21.02-1: Summary Table of Review and Decision-Making Bodies R= Recommendation D = Decision A = Appeal						
Section	Procedure	Director	Plan Comm.	HPB	City Council	ZBA
Applications Requiring a Public Hearing						
...						
21.02.050(h)	<u>Extended Temporary Use</u>	R	R		D	
...						

...

21.02.030 COMMONLY APPLICABLE PROCEDURES

Table 21.02-2: Summary Table of Commonly Applicable Procedures						
* = Optional ✓ = Required Gray Box = Not Applicable						
PDIM = Proposed Development Information Meeting						
NCM = Neighborhood Comment Meeting						
Section	Procedure	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	21.02.030(b)(1)	21.02.030(b)(2)	21.02.030(c)	21.02.030(g)	
Applications Requiring a Public Hearing						
...						
21.02.050(h)	Extended Temporary Use	*	*	NCM	✓	✓
...						

Table 21.02-3: Summary Table of Public Notice Requirements Date/Distance/Yes = Required Notice Gray Box = Not Applicable				
Section	Procedure	Published Notice	Mailed Notice	Sign Notice
Applications Requiring a Public Hearing				
21.02.050(h)	<u>Extended Temporary Use</u>	7 days	<u>Owners within 500 feet</u>	<u>Yes</u>

21.02.050 APPLICATIONS REQUIRING A PUBLIC HEARING

(a) Overview

Major development applications are reviewed and decided on by the Planning Commission or City Council. The following application types are major development applications:

Table 21.02-4: Major Development Application Summary		
Application Type	Purpose	Additional Application Requirements
...		
<u>Extended Temporary Use</u>	<u>Review requested for a temporary use for a period of time exceeding 180 days</u>	<u>21.02.050(h)</u>
...		

...

(g) Conditional Use, Extended Temporary Use, and Special Dimensional Permit Amendment, Termination, or Revocation

(1) Purpose

This section is intended to allow the post-approval review of Conditional Use Permits, Extended Temporary Use Permits, and Special Dimensional Permits for amendment, termination, or revocation.

(2) Interested Party

Any interested party may apply to the City for the amendment, termination, or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit. For purposes of this section, "interested party" shall include the following:

- (i) The original applicant or successor in interest, or the current owner or lessee of the property for which the conditional use was granted (permit holder);
- (ii) The City; and
- (iii) Any owner or lessee of property that lies within 500 feet of the property for which the Conditional Use Permit was granted.

(3) Preliminary Criteria

An applicant for amendment, termination, or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit must establish the following to the satisfaction of the decision-maker before the requested change(s) can be considered by the decision-maker:

(i) Permit Holder

A Conditional Use, Extended Temporary Use, or Special Dimensional Permit may be amended or terminated at the request of the permit holder as follows:

(A) Grounds for Amendment

- a. The permit holder shall show that a substantial change in circumstance has occurred since the approval of the permit that would justify a change in the permit.
- b. An Extended Temporary Use permit may only be amended in accordance with GJMC 21.02.050(h)(6)(i).

Common Procedures for Major Development Applications

1 General Meeting or Pre-Application Meeting
Sec. 21.02.030(b)

2 Application Submittal & Review
Sec. 21.02.030(d) and 21.02.030(e)

3 Complete Applications with Changed Status
Sec. 21.02.030(f)

4 Public Notice | Sec. 21.02.030(g)

5 Planning Commission Recommendation or Decision
Sec. 21.02.030(h)

6 City Council Decision
Sec. 21.02.030(h)

7 Post-Decision Actions
Sec. 21.02.030(i)

(B) Grounds for Termination

The permit holder shall show that the use is an allowed use in the zone district in which it is now established or that the use has ceased to exist.

(ii) Other Interested Party

A Conditional Use, Extended Temporary Use, or Special Dimensional Permit may be revoked at the request of any other interested party if one or more of the following is established:

- (A) The permit was obtained by misrepresentation or fraud;
- (B) The use, or, if more than one, all the uses, for which the permit was granted has ceased or has been suspended for six months;
- (C) The permit holder has failed to comply with any one or more of the conditions placed on the issuance of the permit;
- (D) The permit holder has failed to comply with one or more of the City regulations governing the conduct of that use;
- (E) The permit holder has failed to construct or maintain the approved site as shown on the approved Site Plan;
- (F) The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

(4) Due Process

- (i) No Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall be revoked without first giving the permit holder an opportunity to appear before the decision-maker and show cause as to why the permit should not be revoked.
- (ii) Revocation of the permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

(5) Review Procedures

- (i) All applications for amendment or revocation of a Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall be processed in the same manner and based on the same review criteria as a new request for a Conditional Use or Special Dimensional Permit.
- (ii) All applications for termination of a Conditional Use or Extended Temporary Use Permit shall be reviewed and decided on by the Director.
- (iii) Any person or entity, other than the City, seeking to amend, terminate, or revoke an approved Conditional Use, Extended Temporary Use, or Special Dimensional Permit shall pay a fee in the amount established for an original application for a Conditional Use or Special Dimensional Permit.

(h) Extended Temporary Use Review

(1) Purpose

The purpose of this section is to provide an opportunity for an applicant to request review of a temporary use for a period of time exceeding 180 days.

(2) Applicability

This section shall apply to any use that is classified as an Extended Temporary Use in Table 21.04-1: Principal Use Table or Table 21.04-2: Accessory Use Table.

(3) Review Procedures, General

Applications for Extended Temporary Use review shall meet the common review procedures for major development applications in GJMC 21.02.050(b), with the following modifications:

- (i) A neighborhood meeting is required.
- (ii) Site plan review and approval (pursuant to GJMC 21.02.040(k)) can occur either before or after the approval of an Extended Temporary Use. In either case, the applicant shall submit a site sketch showing all site design features that are proposed or necessary to mitigate site and neighborhood impacts and/or enhance neighborhood compatibility in sufficient detail to enable the Planning Commission to recommend on or the City Council to make findings on the Extended Temporary Use criteria.
- (iii) The Planning Commission or City Council can request additional information from the applicant if it deems the site sketch is insufficient to enable it to decide on the criteria.
- (iv) In any subsequent site plan review, the Director shall determine that all mitigating/enhancing site features approved or made conditions of approval by the City Council are depicted on the approved site plan.

(4) Public Notice and Public Hearing Requirements

The application shall be scheduled for a public hearing before the Planning Commission and City Council, and shall be noticed pursuant to GJMC 21.02.030(g), unless the application is for a minor expansion or change of an Extended Temporary Use approval in accordance with GJMC 21.02.050(h)(6), below.

(5) Review Criteria for Extended Temporary Use

The Planning Commission shall review and recommend, and the City Council shall decide on an Extended Temporary Use application in light of the following criteria:

- (i) The proposed use complies with the applicable requirements of this Code, including any use-specific standards for the use in GJMC Chapter 21.04.

Common Procedures for Major Development Applications

1

General Meeting or Pre-Application Meeting
Sec. 21.02.030(b)

2

Application Submittal & Review
Sec. 21.02.030(d) and 21.02.030(e)

3

Complete Applications with Changed Status
Sec. 21.02.030(f)

4

Public Notice | Sec. 21.02.030(g)

5

Planning Commission Recommendation or Decision
Sec. 21.02.030(h)

6

City Council Decision
Sec. 21.02.030(h)

7

Post-Decision Actions
Sec. 21.02.030(i)

- (ii) The proposed use is of a scale and design and in a location that is compatible with surrounding uses.
- (iii) Potential adverse effects of the use will be mitigated to the maximum extent practicable.
- (iv) The proposed use does not pose an unreasonable risk to public health or safety.
- (v) Each parcel or lot is limited to the operation of one extended temporary use at a time.

(6) Post-Decision Actions

(i) Major or Minor Change or Expansion

If the applicant proposes to change or expand a structure or other feature of a site that is subject to an Extended Temporary Use approval, the Director shall determine whether the expansion/change is major or minor as follows:

(A) Determination of Major or Minor Status

- a. A major change or expansion is one that:
 - 1. Affects, changes, removes, or eliminates a site feature or condition that was approved or imposed for the purpose of mitigating neighborhood impacts or enhancing neighborhood compatibility;
 - 2. Increases the intensity of the use, the off-site impacts such as noise, light or odor, or the hours of operation; and
 - 3. Results in a substantial change to the features shown on the site sketch which formed the basis of the City Council's approval of the Temporary Extended Use.
- b. All other expansion/changes shall be considered minor.

(B) Application Process

- a. A major change or expansion shall be reviewed by the City Council in accordance with the criteria for an original application for an Extended Temporary Use.
- b. A minor expansion/change shall be reviewed by the Director in accordance with the applicable site plan review criteria and conditions of the Extended Temporary Use approval.

(ii) Revocation or Termination

Extended Temporary Use approvals may be revoked or terminated pursuant to GJMC 21.02.050(g).

(7) Period of Validity

The approval of an interim shelter site may, pending compliance with all applicable standards, be valid for a period of two years from the issue date of the Planning Clearance. One extension for a two-year period may be granted by the City Council, not to exceed a cumulative period of four years.

(8) Criteria for Extensions of Approval or Expansion of the Site

- (i) The City Council may extend the term of an approval in the case of inclement weather, natural disaster, state or federal disaster, or other public emergency, including limited availability of interim shelter sites, necessitates the continued use of the site.
- (ii) The City Council will consider the following when reviewing a request for an extension of the Extended Temporary Use permit or expansion of the number of units on a site:
 - (A) The continuing need for the site as shown through continuous applications for residency and low to no vacancy rates;
 - (B) The number of life safety code complaints pursued by the Code Enforcement division on the subject property during the duration of the interim shelter site operation;
 - (C) The number and type of calls placed to police or fire that result in charges or arrest due to disruptions by on-site residents, not including personal medical incidents not caused by another resident;
 - (D) Documentation of the transitioning of residents into other long-term or more stable housing; and
 - (E) Other documentation related to the outcomes of residents, site conditions, and operations as deemed necessary based on experience with interim shelter sites in Grand Junction.

(9) Expiration of Approval

The approval for an interim shelter site shall expire if the interim shelter site:

- (i) Is voluntarily vacated prior to the expiration date and terminated in accordance with GJMC 21.02.050(g), or
- (ii) Does not receive an extension.

(10) No New Applications

Following the operation of one or more interim shelter site(s) for any cumulative period of four years, no new applications may be made for another interim shelter site on the same property.

(h) Institutional or Civic Facility Master Plan

...

(Subsections (h – q) should be renumbered and all instances referencing these sections in the Code amended to reflect these changes.)

21.04.020 PRINCIPAL USE TABLE

(a) Organization of the Table

- (1) In Table 21.04-1, land uses and activities are classified into five ~~six~~ general use categories: (1) Residential; (2) Public, Institutional, and Civic; (3) Commercial; (4) Industrial; and (5) Temporary, and (6) Extended Temporary. Specific uses are organized within the general use categories, based on common functional, product, or physical characteristics such as

the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This provides a systematic basis for assigning present and future land uses into appropriate zone districts and for avoiding overlaps and inconsistencies between similar land uses.

...

(c) **Abbreviations Used in the Table**

...

(4) **Extended Temporary Uses**

An "E" indicates the use is only allowed through the Extended Temporary Use permit process of GJMC 21.02.050(h), subject to specified conditions.

...

(e) **Use Table, Temporary Uses (excerpt)**

Table 21.04-5: Principal Use Table																				
A= Allowed Use C= Conditional Use E = Extended Temporary Use																				
Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use Stds
Temporary Uses																				
Emergency Shelter, Temporary	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
...																				
Extended Temporary Uses																				
<u>Interim Shelter Site</u>											E	E	E	E	E	E	E	E	E	21.04.050 (b)

...

21.04.060 EXTENDED TEMPORARY USES AND STRUCTURES

(a) **Interim Shelter Site**

(1) **Purpose**

- (i) These standards allow for and encourage the creation of temporary housing for people experiencing homelessness or are at risk of becoming homeless. Interim shelter sites are intended to provide a stable and safe living option for people that may not be able to or are not prepared to move into other temporary, semi-permanent, or permanent housing.
- (ii) These standards are intended to promote the public health, safety, and welfare of residents within the site and surrounding area.

(2) Shelter Types

- (i) Interim shelters may include either of the following shelter types, both of which shall be provided and installed by the managing entity, subject to this section and the conditions of the site approval:
 - (A) Prefabricated shelters, or
 - (B) Micro-shelters.
- (ii) Interim shelters shall not be individually connected to water or sewer and are not considered dwelling units.
- (iii) Each individual shelter shall be designed to meet minimum wind loads and snow loads with proper anchoring in accordance with GJMC 15.12 as determined by the Chief Building Official.
- (iv) Functional smoke and carbon monoxide alarms shall be included within each individual shelter.
- (v) Individual shelters shall be provided with an approved address identification. Each character shall be a minimum of 4 inches tall with a minimum stroke width of ½ inch and visible from the fronting street or road. A permanent weatherproof site map identifying the address numbers/letters shall be provided at each entrance of the Interim Shelter Site. The site map information shall match the identifications of each shelter.
- (vi) Shelters must comply with any other requirement set by the Chief Building Official and/or the Fire Marshal.

(3) Maximum Number of Shelters and Maximum Occupancy

- (i) The maximum number of shelter spaces permitted on a site is calculated by dividing the square feet of usable shelter site area by 150, which is the minimum square footage of area per space required. All fractional measurements are rounded down. For example, a 2,500 square foot site could have 16 shelters (2,500/150 = 16.6).
- (ii) The initial maximum number of shelters per interim shelter site is 30, up to 20% of which may be double occupancy shelters.
 - (A) An applicant may request multiple interim shelter sites (increments of 30 shelters) on a single parcel that may be added in phases, up to a maximum total capacity that is approved in the Extended Temporary Use approval. A single parcel with multiple interim shelter sites does not need to meet the standards individually for each site but may provide the requirements as a unified site.
 - (B) When the initial phase meets the following criteria, the applicant may request an amendment to the Extended Temporary Use approval for an increase in the number of shelters:
 - a. The commencement of operations.
 - b. Continuous capacity at or over 80 percent for two consecutive months, and
 - c. A showing of successful operation.

- (C) The City Council will consider the review criteria in GJMC 21.02.050(h)(8)(ii) in determining the success of the operation and may approve the increase based on available space on the site and the ability of the expanded site to meet the terms of the initial approval.
- (D) Phased approvals must be requested with the original application. If an applicant seeks to expand a site without a phased approval, a new Extended Temporary Use application is required.
- (iii) The total maximum occupancy of a 30-shelter site is 30 adults. If an interim shelter site has double occupancy shelters, the maximum adult occupancy may be increased to 36 to account for double occupancy of those shelters. Interim shelter sites that allow household pets shall detail pet accommodation provisions in the management plan.

(4) Location and Site Layout

(i) Mixed-Use and Nonresidential Zone Districts

Sites may be located in mixed-use and nonresidential zone districts on the same property as an existing principal use, including nonconforming uses, or may be allowed on properties without a principal use.

(ii) Setbacks

The interim shelter site, including all shelters and other structures used as part of the site, shall meet the required principal structure setbacks. The City Council may allow a lesser setback if it determines there is sufficient fencing, vegetation, topographic variation, or other site conditions that block the view of the site from abutting properties.

(iii) Spacing

All shelters on an interim shelter site shall be separated by a minimum of 10 feet from any other structure. The minimum separation between a shelter and any building which includes a kitchen shall be 20 feet.

(iv) Location on the Lot

Interim shelters shall only be located on the portion of the lot approved for interim shelter use. Shelters may not be placed outside of the approved site perimeter.

(v) Fencing

An interim shelter shall be secured as described in the site security plan, including temporary fencing on all sides. Temporary fencing used to screen an interim shelter site shall be exempt from the requirements of GJMC 21.05.090 provided the fence is constructed of acceptable materials such as wire, wrought iron, plastic, wood, and other materials with a similar look. Unacceptable materials include glass, tires, razor wire and concertina wire, or salvaged or similar materials.

(vi) Sanitary Facilities

Interim shelter sites shall maintain connections to public water and public sewer systems or provide portable on-site facilities that are adequate to meet state and local standards. Only potable water shall be supplied to plumbing fixtures that provide water

for drinking, bathing, or cooking purposes. A potable water supply system shall be designed, installed, and maintained in such a manner to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system.

- (A) The application for interim shelter site approval shall include a sanitation plan that specifies the number, location, and hours of accessibility of toilet, drinking water, handwashing stations, and shower facilities. These facilities may be located in a permanent structure on the site provided access is available at all times the interim shelter site is in use.

(vii) Waste Disposal

- (A) Spillage, overflow, drainage, or wastewater from sanitary facilities and potable water sources shall be discharged to approved drains or otherwise designed to prevent impoundment of water, creation of mud holes, or other nuisance conditions.
- (B) Durable, water-tight, easily cleanable refuse containers, sufficient to contain all refuse from the site, shall be provided. Safe needle disposal containers (sharps containers) shall be provided. Provision of recycling containers for separation of plastic, glass, metal, and aluminum containers is recommended.
- (C) The storage of junk, waste, discarded, or salvaged materials, or items customarily associated with indoor use (e.g., upholstered furniture or indoor appliances), is prohibited.

(viii) Fire Safety

- (A) The minimum distance from a shelter to a fire hydrant is 600 feet as measured by a route approved by the Fire Marshal. The Fire Marshal will determine the necessary number of hydrants and fire-flow for an Interim Shelter Site.
- (B) The minimum distance from the furthest point of a shelter to a fire department access road approved by the Fire Marshal is 200 feet.
- (C) A fire department access lanes that exceeds 150 feet in length and dead-ends, shall be provided with an approved fire department turn-around.
- (D) No recreational fires or open burning are allowed on an Interim Shelter Site.
- (E) Outside storage of combustible materials and hazardous materials, including aerosols and propane, between shelters is prohibited.

(ix) Vehicle Parking

- (A) Parking shall be provided in accordance with Table 21.08-2. All parking spaces shall be designed in accordance with GJMC 21.08.010(e).
- (B) If the interim shelter site is located on the same lot as an existing principal use, the required parking for the principal use may be reduced if the property owner can demonstrate that the displacement of parking spaces will not cause

significant off-site traffic or result in insufficient parking for the principal use, as determined by the Director.

(x) Bicycle Storage

Secure bicycle storage, such as bicycle racks or an enclosed structure, shall be provided on-site. Bicycle storage may be located within a shared area on the site or provided for each of the shelter spaces. The managing entity shall provide a secure means of locking bicycles.

(xi) Site Amenities

The following site amenities shall be provided:

- (A) One designated smoking area.
- (B) If pets are allowed on the site, one pet relief area.
- (C) Sufficient community space for the provision of meals or cooking, services, and gathering with other residents within an enclosed structure that meets fire, electrical, and health safety standards, and that may be located in a permanent structure on the site.

(5) Operations

- (i) The managing entity and residents of the site shall ensure compliance with all local and state regulations concerning, but not limited to, drinking water connections, solid waste disposal, human waste, and electrical systems.
- (ii) At a minimum, one trained staff member shall be identified for each interim shelter site for continuous (24 hours per day/7 days per week/365 days per year) on-site management.
 - (A) An additional trained staff member for on-call assistance shall be provided for sites with an anticipated occupancy of more than 30 residents.
 - (B) Persons acting as the on-site manager shall be awake and available to site residents while on shift.
 - (C) The trained staff member shall perform the security tasks described in the management, including, at a minimum: regularly monitoring the security of the site, providing entry and exit access to residents as needed, and contacting police and/or other emergency responders if the need arises.
- (iii) All interim shelter sites shall maintain a management plan that shall be updated annually. The management plan shall address, at a minimum, all of the following factors:
 - (A) Provision of on-site management from a trained staff member.
 - (B) Provision of staff training from a program that meets City specifications.
 - (C) Intake screening of residents to ensure compatibility of services provided at the facility.
 - (D) Transportation plan or on-site provision of transportation services.

- (E) Fire Safety Plan, to include at a minimum:
 - a. Emergency vehicle ingress and egress;
 - b. Emergency evacuation routes; and
 - c. Site map that outlines the following, to be made available in each shelter unit:
 - 1. Areas of refugee;
 - 2. Assembly points; and
 - 3. Location of portable fire extinguishers.
- (F) Detailed site security measures.
- (G) Resident code of conduct agreement addressing acceptable conduct for residents both at the interim site and in the surrounding neighborhood.
- (H) Keeping of or prohibitions on household animals, including capacity limitations and a plan for maintaining the pet relief area.
- (I) Lights out and quiet hours.

(6) Code Exemptions

Interim shelter sites are temporary uses and are exempt from the following standards provided they are otherwise met by the principal use on the site or exempted by the principal use’s nonconforming status:

- (i) Minimum or maximum density requirements;
- (ii) Lot coverage standards;
- (iii) Landscaping, buffering, and screening requirements except as provided in this section;
- (iv) Site and structure development standards except as provided in this section; and
- (v) Off-street parking requirements except as provided in this section.

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21.08.010 OFF-STREET PARKING AND LOADING

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Table 21.08-6: Minimum Off-Street Vehicle Parking Requirements	
GFA = Gross Floor Area	
	Minimum Vehicle Parking
...	
Extended Temporary Uses	
Interim Shelter Site	2 per 30 shelter units
...	

...

I

Interim Shelter Site

A location on a lot for the temporary residential occupancy of multiple relocatable temporary structures for people experiencing homelessness. An interim shelter site may include other temporary structures that contain sanitary facilities and support services including administration, security, food preparation and eating areas, or other communal amenities.

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Managing Entity

The person or group of persons or entity responsible for the management of an interim shelter site.

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Micro-Shelter

A moveable and typically modular shelter with an internal area of less than 400 sf that is designed to be installed quickly and affordably. Micro-shelters are not pre-fitted with beds, electricity, or heating and air conditioning.

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P

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Prefabricated Shelter

A relocatable structure made from aluminum and composite panels or other durable materials that is prefabricated off-site and shipped to the end user. Prefabricated shelters are pre-fitted with a variety of features including, but not limited to beds, outlets, heating and air conditioning, and storage space.

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S

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Support Services for Interim Shelter Sites

Support services for interim shelter sites include, but are not limited to, healthcare facilities, mental and behavioral services, educational and job training, case management, and other similar uses.

...

INTRODUCED on first reading this 7th day of August 2024 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of ____ 2024 and ordered published in pamphlet form.

ATTEST:

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Workshop Session

Item #5.a.

Meeting Date: August 21, 2024
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

D 1/2 Road from 29 1/4 to 30 Road Undergrounding

EXECUTIVE SUMMARY:

The ideal time to underground utilities is when the street is reconstructed. D 1/2 Road from 29 1/4 to 30 Road is nearing construction as one of the Transportation Capacity Expansion projects. Council input is sought on whether to underground utilities or not so Xcel can move forward with ordering equipment with long lead times for either aerial or underground.

BACKGROUND OR DETAILED INFORMATION:

Underground existing utilities can be cost-prohibitive. On August 7, 2024, Council passed Ordinance 5228 amending Title 21 Zoning and Development Code to Remove the Requirement for New Development to Underground Existing Utilities. By removing the requirement, the burden is removed from the individual property owners or developers and will instead be borne at time of undergrounding at a more system-wide level.

If the City is interested in completing underground for a significant project, the City, through the Franchise agreements, can draw on future revenues up to three years in advance to complete a project. Recent projects that the City has drawn on these funds include Orchard Avenue between Cannell and 12th Street, 1st Street from North Ave to Ouray, 7th Street from Center Ave to Tope Elementary, and 24 Road from Mojo south to F 1/2 Rd. Older projects that utilized these funds include I-70B from 24 Road to Rimrock and the Riverside Parkway.

Grand Valley Power (GVP), whose service area covers about 10 percent of the City area, collects approximately \$90,000 per year, while Xcel, whose service area covers the remainder of the City, collects approximately \$560,000 per year. Both Xcel and

GVP draw on these funds for eligible projects upon request from the City.

Why Underground Utilities?

There are many drawbacks to having overhead distribution lines. Most importantly, they are susceptible to outages from falling trees and limbs, especially during storms. The poles are a roadway safety concern as they are a non-forgiving obstacle for drivers to avoid. The aesthetics of overhead lines are also often a concern to the public.

Underground distribution lines offer some notable benefits. While underground outages do occur, they are rare. In addition, lines provide better public safety since there are no exposed lines or falling poles. Underground systems are also hidden from view, and according to an American Planning Association publication, property values tend to be higher in neighborhoods with underground lines than in comparable neighborhoods with overhead lines. There are, however, inherent issues with lines that are undergrounded, mainly because they may be less visible and more susceptible to being hit while digging/boring and, in some cases, are more difficult to maintain. Xcel staff concur with the issues identified above.

Project

D 1/2 Road from 29 1/4 Road to 30 Road is a 2019 voter-approved transportation capacity expansion project that will also serve as a safe route to Pear Park Elementary. Right-of-way acquisition is nearing completion, and the project is proposed to be bid late 2024. With the City nearing construction for the D 1/2 project, Xcel is requesting a decision on whether the existing lines will be relocated overhead or underground so equipment with long lead times can be ordered. If relocated overhead, Xcel bears 100% of the cost per the franchise agreement. If the decision is to underground approximately 40% of the \$1 million estimated cost would be covered by the 1% franchise agreement. The balance would need to come from City capital funds.

East of 30 Road, Mesa County reconstructed the road with aerial utilities. The development to the northwest corner of 30 Road and D 1/2 Road underground the utilities per City Code in place at the time of development.

FISCAL IMPACT:

Undergrounding would add approximately \$1 million to the \$6 million project. Xcel's 1% fund could fund approximately 40% (\$400,000) of the cost leaving approximately \$600,000 to be funded from General Fund reserves. If Council approves adding the undergrounding to the project, staff would bring a Supplemental Budget Ordinance Amendment to Council in a future Council meeting.

SUGGESTED ACTION:

I recommend the overhead utilities along D 1/2 Road from 29 1/4 Road to 30 Road (be/not be) undergrounded by Xcel and other overhead utility providers as provided in this action, and that the City Manager (be directed/not be directed to) utilize approximately \$600,000 from General Fund reserves for the project.

Attachments

None