

# Grand Junction Regional Airport

One Airport.  
Limitless Possibilities.



**Grand Junction Regional Airport Authority**

**Special Board Meeting  
August 6, 2013**



**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
SPECIAL BOARD MEETING AGENDA**



DATE: AUGUST 6, 2013 AT 5:15PM  
LOCATION: CITY OF GRAND JUNCTION, CITY HALL  
250 NORTH 5<sup>TH</sup> STREET, GRAND JUNCTION, CO 81501  
HEARING ROOM

**AGENDA**

**I. Call to Order**

**II. Approval of Agenda**

**III. Conflict Disclosures**

**IV. Commissioner Comments**

**V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please fill out a comment card prior to the meeting. If you have a written statement for the Board, please have 10 copies available and give them to the Director of Aviation who will distribute them to the Board. The Board Chairman will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to three minutes and yielding time to others is not permitted.

**VI. Action Items**

- A. Post-Construction Stormwater Control Operations And Maintenance Agreement 1
- B. Letter of Support for Horizon Drive BID 2

**VII. Adjourn into Executive Session**

**VIII. Executive Session**

- A. Discuss Security Sensitive Information as authorized by Colorado Revised Statute §24-6- 402(4) (c).

**IX. Adjourn into Work Session**

**Discussion Items:**

- A. Airport Minimum Standards



<b>AGENDA ITEM</b>	<b>Post-Construction Stormwater Control Operations and Maintenance Agreement</b>
<b>EXECUTIVE SUMMARY</b>	<p>The 5-2-1 Drainage Authority requires this agreement be executed prior to the issuance of any building permits. This agreement is for the Terminal Phase I (Administration Building) construction.</p> <p>This agreement is the 5-2-1 Drainage Authorities measure to enforce applicable City and County ordinances governing the continued maintenance of storm draining facilities.</p> <p>Applicable Ordinances: City of Grand Junction Ordinance No. 26.16.120 Mesa County Ordinance No. 10</p> <p>If this agreement is agreeable, please approve the agreement for execution by the Director of Aviation.</p>
<b>STAFF CONTACT</b>	Rex Tippetts, A.A.E.
<b>ATTACHMENTS</b>	Blank Post-Construction Stormwater Control Operations and Maintenance Agreement

**POST-CONSTRUCTION STORMWATER CONTROL  
OPERATIONS AND MAINTENANCE AGREEMENT**

Agreement No. \_\_\_\_\_

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter the “Landowner”), and the 5-2-1 Drainage Authority (hereinafter the “Authority”) as a representative of the City of Grand Junction (“City”).

**RECITALS**

The Landowner is the owner of the following real property (hereinafter referred to as "the Property").

   If the Property is a single parcel:

Street Address: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

   If the Property is a subdivision or planned unit development:

Development Name: \_\_\_\_\_

The Landowner is developing the Property.

The Authority and the Landowner, on behalf of all successors and assigns, agree that the health, safety, and welfare of the residents and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property. The Landowner acknowledges the 521 Drainage Authority has been granted legal authority by the City to execute this Agreement and perform the activities identified in this agreement within the jurisdiction of the City.

For the purposes of this Agreement, the following definition shall apply:

BMP – “Best Management Practice;” activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Pollution Prevention Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention basins.

As part of the approval of the development of the property, the Authority will review and approve a Final Drainage Report which will implement Post-Construction Storm Water Management BMPs required by the Mesa County/City of Grand Junction Stormwater Management Manual.

The purpose of this Agreement is to insure the adequate maintenance, operation and repair of the storm water management facilities, in perpetuity, by the owners of the property served by these facilities.

The Landowner desires to subject and place upon the Property the covenants and servitudes set forth herein which shall run with the Property and be binding on all parties having any right, title, or interests in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications shown and described in the Final Drainage Report.
2. The Landowner shall operate and maintain in perpetuity the BMP(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Authority and in accordance with the specific maintenance requirements noted on the Final Drainage Report.
3. The Landowner shall cause the BMP(s) to be inspected annually by a Qualified Erosion Control Specialist to ensure good working order and shall send a report from said inspection to the Authority annually, on or before December 31st of each year.
4. The Landowner hereby grants a perpetual easement to the Authority, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. The Authority shall make reasonable efforts to notify the Landowner prior to entering the Property.
5. In the event the Landowner fails to operate and maintain the BMP(s) as shown and described on the Final Drainage Report in good working order as reasonably determined by the Authority, the Authority and the City may enter upon the Property and take action to maintain and/or repair and/or reconstruct said BMP(s). It is expressly understood and agreed that the Authority and the City are under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Authority and the City.
6. In the event the Authority and the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Authority and the City for all reasonable expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Authority and the City.
7. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

8. The Authority may conduct routine inspections of the BMP(s) to verify their continued adequate functioning. The Authority may also inspect the BMP(s) in the event of reported or suspected failure to function adequately. These inspection activities shall not absolve the Landowner of its obligation to maintain the BMPs in perpetuity or to provide the Authority with the required Landowner inspection report.
9. This Agreement shall not be interpreted or deemed to limit the authority, privilege or right of the Authority and the City pursuant to any duly enacted ordinance of the Authority or the City, charter provision, statute or any duly granted federal or state water discharge permit.
10. Notifications and reports made under this Agreement shall be provided to the Authority at:

5-2-1 Drainage Authority  
P.O. Box 3389  
Grand Junction, CO 81502

and to the Landowner at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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This Agreement shall be recorded in the Mesa County, Colorado land records and shall, once recorded, constitute a covenant running with the Property and shall be an equitable servitude binding on present and subsequent owners of the Property in whole or in part, and their administrators, executors, assigns, heirs and successors in interest, in perpetuity

WITNESS the following signatures and seals:

FOR THE AUTHORITY:

By: \_\_\_\_\_  
Tim Moore, Manager

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Printed Name & Title

LANDOWNER: \_\_\_\_\_ (SEAL – if incorporated)

By: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do  
hereby certify that \_\_\_\_\_  
whose name(s) is/are signed to the foregoing Agreement has/have acknowledged the same before  
me in my said County and State.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



<b>AGENDA ITEM</b>	<b>Letter of Support for Horizon Drive BID</b>
<b>EXECUTIVE SUMMARY</b>	The Horizon Drive BID is seeking a letter of support for its improvement projects. Please see the attached documents for additional information.
<b>STAFF CONTACT</b>	Rex Tippetts, A.A.E.
<b>ATTACHMENTS</b>	Project Information Sample Letter of Support.





## **HORIZON DRIVE** **District**

*Gateway to Grand Junction*

The Horizon Drive District is truly the “Gateway to Grand Junction”, with first impressions being established quickly when travelling from the Regional Airport and Interstate 70. A recent economic impact study by Colorado Mesa University (CMU), documented that:

- Over 20,000 vehicles travel through the District every day.
- The District’s businesses employ over 2,600 employees.
- The District alone adds over \$300 million annually in economic value to Mesa County; this does not include adjacent “bookends” (GJ Airport, Safeway/undeveloped parcels south and office/industrial parcels northwest).
- Taxes paid to the City of Grand Junction by the District are about \$3M annually.

In addition, the District has tremendous economic and growth potential, with 49% of its land undeveloped, and the potential to nearly double the annual economic impact to \$568M / year.

The purpose of the Horizon Drive Corridor Improvement Plan (CIP) is to enhance the economic vitality, safety and beautification of this important corridor. The CIP design has progressed over the last few years, with business and property owner feedback, from a vision to a shovel-ready project. District stakeholders are aware of the cost of NO investment:

- Of all four I-70/GJ interchanges, over 50% of all accidents happen on Horizon Drive
- 136 accidents in 5 years
- 2 fatal pedestrian accidents since 2010
- Vehicular accidents have increased to a rate of 1 accident every 2 weeks
- Traffic is forecast to increase 125% by 2035
- A traffic management plan is necessary to prevent gridlock

After years of saving, the District has cash in hand to partner with the City in this vital project. District income is limited to a property tax mil levy and is Tabor restricted. Improvements will stimulate continued economic growth with current businesses, as well as foster quality development of the un-improved parcels within and contiguous to the District.

**VISIT THE DISTRICT**

[WWW.HORIZONDRIVEDISTRICT.COM](http://WWW.HORIZONDRIVEDISTRICT.COM)

**970.985.1833**

**2764 Compass Drive Suite 205. Grand Junction, CO 81506**



August 6, 2013

City Council  
250 North Fifth Street  
Grand Junction, Colorado 81501

Dear Mayor Susuras and Council members:

We would like to express our support for the Horizon Drive Corridor Improvement Project. As the first impression of the City of Grand Junction, the importance of a welcoming, safe, and vibrant Horizon Drive Corridor is critical. Horizon Drive is the primary gateway into Grand Junction from I-70 and serves not only tourists, but also Grand Junction Regional Airport, Colorado Mesa University, St. Mary's Hospital, Community Hospital, and large commercial employment centers.

The three existing signalized intersections on Horizon Drive are nearing capacity today and with anticipated traffic volumes projected to increase, a long-term traffic solution is needed to safely handle vehicular, transit, bicycle and pedestrian movements

A successful partnership between Grand Junction's largest business improvement district and the City serves as a model for other public/public and public/private endeavors. The District has already demonstrated how business and property owners can participate in infrastructure improvements that will benefit both the local community and the City. As Council struggles with many difficult budgeting decisions, we encourage your continued support of this important project.

Sincerely,

***Denny Granum***  
Chairman  
Grand Junction Regional Airport Authority

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This agreement is the 5-2-1 Drainage Authorities measure to enforce applicable City and County ordinances governing the continued maintenance of storm draining facilities.

**Applicable Ordinances:**

City of Grand Junction Ordinance No. 26.16.120

Mesa County Ordinance No. 10

If this agreement is agreeable, please approve the agreement for execution by the Director of Aviation.

**STAFF CONTACT**

Rex Tippetts, A.A.E.

**ATTACHMENTS**

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By: \_\_\_\_\_  
Tim Moore, Manager

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Printed Name & Title

LANDOWNER: \_\_\_\_\_ (SEAL – if incorporated)

By: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do  
hereby certify that \_\_\_\_\_  
whose name(s) is/are signed to the foregoing Agreement has/have acknowledged the same before  
me in my said County and State.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)





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Sincerely,

***Denny Granum***  
Chairman  
Grand Junction Regional Airport Authority