

Grand Junction, Colorado

August 19, 1964

ROLL CALL

The City Council of the City of Grand Junction , Colorado, met in regular session at 7:30 p.m., August 19, 1964. Councilmen present and answering roll call were Ray A. Meacham, R. B. Evans, Chas. Love, Harry O. Colescott, Warren D. Lowe and Pres. Chas. E. McCormick. Councilman Herbert M. Wright was absent. Also present were City Attorney Gerald J. Ashby and City Clerk Tomlinson. City Manager Lacy was absent.

INVOCATION

The invocation was given by Rev. F. K. Parker, Pastor, Foursquare Gospel Church.

MINUTES

It was moved by Councilman Lowe and seconded by Councilman Evans that the minutes of the regular meeting held August 5, 1964 be approved as written. Motion carried. (6 AYES)

AIRPORT

Resol - Award contract for taxiway Constr to Schmidt Constr Co.

Low Bid \$57,777.50

It was moved by Councilman Evans and seconded by Councilman Lowe that the City Council ratify the action of the Airport Board in awarding the contract for the Walker Field taxiway to Schmidt Construction Company for the low bid of \$57,777.50. Motion carried. (6 AYES)

The following Resolution was presented and read:

RESOLUTION

Authorizing the Acceptance of a Grant Agreement from the United States Relating to the Development of Walker Field

BE IT RESOLVED BY THE President of the Council and the Council of the City of Grand Junction, Colorado:

Section 1. That the City of Grand Junction, Colorado, shall as Co-sponsor with the County of Mesa, Colorado, accept the Grant Agreement from the Federal Aviation Agency, dated August 14, 1964, for the purpose of obtaining Federal aid in the development of Walker Field, and that such Grant Agreement shall be as set forth hereinbelow.

Section 2. That the City of Grand Junction, Colorado, does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application, which is incorporated by reference in the said Grant Agreement.

Section 3. That the President of the City Council is hereby authorized and directed to execute said Grant Agreement on behalf of the City of Grand Junction, Colorado, and the City Clerk is hereby authorized and directed to impress thereon the Official Seal of the City of Grand Junction, Colorado, and to attest said execution.

Section 4. That the Grant Agreement referred to hereinabove shall be as follows:

Instr. # Airport F.A.A.

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1 - Offer

Date of Offer August 14, 1964

Walker Field Airport

Project No. 9-05-004-C504

Contract No. FA65WE-0112

TO: The City of Grand Junction, Colorado, and The County of Mesa, Colorado (herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 12, 1964, for a grant of Federal funds for a project for development of the Walker Field Airport (herein called the "Airport") together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Extend parallel taxiway (approximately 75' x 1540'); reconstruct portion of runway 4-22 (approximately 150' x 400')

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

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NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of a Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance for this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 53.30 per centum of said allowable project costs.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$36,495.00.

2. The Sponsor shall:

(a) begin accomplishment of the Project within sixty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

(b) carry out complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of

acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations;"

(c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.

4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

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5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this offer has been accepted by the Sponsor on or before October 14, 1964, or such subsequent date as may be prescribed in writing by the FAA.

8. The Federal Government does not now plan or contemplate the construction of any structure pursuant to Paragraph 9 of Part III-Sponsor's Assurances of the Project Application dated June 12, 1964, and therefore it is understood and agreed that the Sponsor is under no obligation to furnish any areas of rights without cost to the Federal Government under this Grant Agreement. However nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant agreements to furnish rent-free space for the activities specified in such Agreements.

9. By its acceptance of this Grant Offer, the sponsor covenants and agrees that insofar as is within its owner and to the extent reasonable, it will take such action as may be necessary 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 take-off of aircraft.

10. The Sponsor covenants and agrees that such financial records of the project established, maintained, and made available to personnel of the FAA, in conformity with Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151), will also be made available to representatives of the Comptroller General of the United States.

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The sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument of the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA FEDERAL AVIATION AGENCY

By (Signed) Charles J. Winger
Chief, Airports Division

Part II - Acceptance

The City of Grand Junction does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 19th day of August, 1964.

THE CITY OF GRAND JUNCTION, COLORADO

By (Signed) Charles E. McCormick
President of the City Council

SEAL

Attest:

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gerald J. Ashby, acting as Attorney for City of Grand Junction, Colo. (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Grand Junction, Colo. this 19th day of August, 1964.

(Signed) Gerald J. Ashby
City Attorney

Part II - Acceptance

The County of Mesa does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 19th day of August, 1964.

THE COUNTY OF MESA, COLORADO
(Name of Sponsor)

By

Title

SEAL

Attest;

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thos. K. Younge, acting as Attorney for The County of Mesa, Colo. (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Grand Junction, Colo., this 19th day of August, 1964.

Title

ADOPTED this 19th day of August, 1964 for the City of Grand Junction, Colorado.

By (Signed) Charles B. McCormick

Title President of the City Council
City of Grand Junction

ATTEST:

By_____

Title City Clerk
City of Grand Junction

CERTIFICATE OF CITY CLERK

I, Helen C. Tomlinson, the duly qualified and acting City Clerk of the City of Grand Junction, Colorado, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 19th day of August, 1964, and that said Resolution has been compared by me with the original thereof on file in my office and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of the City of Grand Junction, Colorado, this 19th day of August, 1964.

By (Signed Helen C. Tomlinson

Title City Clerk

It was moved by Councilman Love and seconded by Councilman Lowe that the Resolution be passed and adopted as

read. Roll was called on the motion with all members of the Council present voting AYE. The President declared the motion carried. (6 AYES)

1963 AUDIT

John McNulty, Auditor - Comments on

Mr. John McNulty presented the audit of the City books for the year 1963. He made a few comments concerning balances and investments and stated that he thought the budget had been very well administered as estimates and actual receipts and disbursements were very close. He stated he would present a letter of recommendations for changes in accounting practices to the City Manager soon.

It was moved by Councilman Meacham and seconded by Councilman Lowe that the audit be accepted and filed. Motion carried. (6 AYES)

Councilman Evans thanked the Council for flowers sent to him while he was in the hospital.

3.2 BEER APPL

Betty J. Vincent dba Betty's Grocery, 2851 North Ave.

Denied

Further consideration was then given to the application of Betty J. Vincent for a 3.2 beer license at Betty's Grocery, 2851 North Avenue. The hearing on the application was held on August 5, 1964.

A map had been prepared showing signers of a petition which Mrs. Vincent had circulated and who were in favor of the granting of the license. A petition had been circulated in May and signed by people in the area who were opposed to the granting of the license.

Mrs. Vincent appeared in person and commented on points which had been brought up by Chief of Police Karl Johnson in a letter presented to the Council on Aug. 5th.

A letter from the Mesa County Health Department was read approving the location when the building was cleaned.

Councilman Meacham stated that he felt that in the case of a petition of this type, the "petitioners for" may be construed to be those who are more or less not in favor of opposing any such move rather than desiring that there should be a beer license out there. People who operate such an establishment have more than an obligation just to the people in the immediate vicinity. They have an obligation to the people in the entire area who may patronize them and above all an obligation to the young people who may frequent the place. He stated he was not sold that the present operators particularly recognized this responsibility, and in view of the Police Dept. report, he would not wish to become a party to further another 3.2 beer hall where it takes extra police work, extra work on the part of all City departments and problems as far as parents of young people are concerned. He moved that the application for 3.2 beer license for Betty J. Vincent dba Betty's Grocery, 2851 North Avenue, be denied. The motion was seconded by Councilman Lowe. President McCormick declared the motion carried. (6 AYES)

Mr. Vernon Meek stated that as an employee of Automatic Music Company, he goes into all kinds of establishments and in his opinion, this one was well operated.

ZONING HEARING

Set for 9-2-64

From the minutes of the Grand Junction Planning Commission and quarterly zoning meeting of Aug. 12, 1964, a hearing

on various zoning matters was set for Sept. 2, 1964.

BONDS APPROVED

It was moved by Councilman Lowe and seconded by Councilman Evans that the following bonds, being on the approved forms, be accepted and filed:

Gen. Contr	R. Messner dba Messner Constr Co.	USFG	#195
Gen. Contr	Gerald H. Phipps, Inc.	Seaboard Surety	#196
Gen. Contr	Floyd E. Doyle & Dale A. Young dba		
Gen. Contr	D&Y Constr	Peerless Ins	35 03 28

Motion carried. (6 AYES)

LIQUOR LICENSE APPL

Wayne & Georgia Olson dba Royal Bar & Cafe 209 Colo.

Hearing 9-16-64

Wayne and Georgia Olson made application for a restaurant liquor license for Royal Bar and Cafe at 209 Colo. Hearing was set for Sept. 16, 1964.

ADJOURNMENT

It was moved by Councilman Lowe and seconded by Councilman Evans that the meeting adjourn. Motion carried.

Helen C. Tomlinson\City Clerk