

S P E C I A L

Grand Junction, Colorado

September 23, 1968

ROLL CALL

In accordance with the ordinances of the City of Grand Junction and special notice having been served on each member of the Council, a Special Meeting was held in the Civic Auditorium at the City Hall at 2:15 P.M. on September 23, 1968. Council members present and answering at roll call were: Stanley Anderson, Harry O. Colescott, Ray A. Meacham, C. A. Walt, and President R. G. Youngerman. Councilmen Herbert M. Wright and R. B. Evans were absent. Also present were City Manager R. N. Gray, City Attorney Gerald Ashby and City Clerk Helen C. Tomlinson. Gus Byrom, Airport Manager, and Greg Isbell, Engineer were also present.

AIRPORT - RATIFY AIRPORT BOARD ACTION - APPROVE GRANT FOR RECONSTRUCTION OF RUNWAY

The meeting was called for the purpose of ratifying the action of the Airport Board in approving the grant from the United States Government relating to the reconstruction of the runway at Walker Field.

Mr. Byrom explained that the cost of the project was approximately \$160,500 of which the Federal Government would pay 53.3% and the City-County 46.7%. Funds were appropriated for the purpose of constructing a taxi-way and improvements to the terminal building, in the amount of \$77,000. When the runway became faulty, plans were made to use this money to reconstruct it, and the cost for this project as the City-County share will be approximately \$89,800. Additional funds will have to be transferred from the City and County to come up with the necessary money for the project.

The following Resolution was presented and read:

R E S O L U T I O N

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 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 Administration, dated September 20, 1968, 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, covenant and agreements contained in the Project Application, which is incorporated by reference in the said Grant Agreement.

Section 3. That the President of the 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:

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1 - Offer

Date of Offer: September 20, 1968
Walker Field Airport
Project No. 9-05-004-C907
Contract No. DOT FA69WE5119

TO: The City of Grand Junction 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 July 19, 1968, 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:

Reconstruct center portion of NW/SE Runway (11/29) (approximately 2550' x 60').

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

NOW, THEREFOR, pursuant to and for the purpose of carrying out the provisions of the 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 of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and 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, 53.36% of the 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 \$102,741.

2. The Sponsor shall:

(a) begin accomplishment of the Project within one-hundred eighty (180) 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 and 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 semifinal payment.

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 November 12, 1968 or such subsequent date as may be prescribed in writing by the FAA.

B. In addition the sponsor shall:

(a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.

(b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)(1), Part 151, Federal Aviation Regulations.

(c) Be bound by said equal opportunity clause in any Federally assisted construction work in which it participates.

(d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.

(f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.

(g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the Sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangements it may have with the Sponsor may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such Sponsor, or may refer the case to the Department of Justice for appropriate legal proceedings.

9. It is understood and agreed by and between the parties hereto that Paragraph 7 of Part III - Sponsor's Assurances - of the Project Application, attached hereto and made a part hereof, is hereby amended by deleting "Section A of FAA Technical Standard Order No. N18, or Advisory Circular (AC) No. 150/5300-1, whichever is applicable according to the currently approved Airport Layout Plan," and substituting in lieu thereof, "Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77),"

10. Notwithstanding the provision of Paragraph 3, Part III, of the Project Application, the Sponsor covenants and agrees that it will not grant or permit any exclusive right forbidden by Section 300(a) of the Federal Aviation Act of 1958 (49 U.S.C. 19349) at the airport, or at any other airport now or hereafter owned or controlled by it. In furtherance of the policy of the FAA under this covenant, the Sponsor agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the airport or at any other airport now or hereafter owned or controlled by it, 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 relationship to the operation of aircraft can be regarded as an aeronautical activity. The Sponsor further agrees that it will terminate any such exclusive right (including any exclusive right to engage in the sale of gasoline or oil, or both) now existing at the airport, or at any other airport now or hereafter owned or controlled by it, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right, and certifies that there is no exclusive right not subject to termination under this provision.

11. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency," "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the

Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.

12. The federal government does not now plan or contemplate the construction of and structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances of the Project Application dated July 19, 1968, and therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or 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 debt-free space for the activities specified in such agreements.

13. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by Part 77 of the Federal Aviation Regulations; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

14. It is hereby understood and agreed by and between the parties hereto that the Sponsor will mark the reconstructed portion of Runway 11/29 (NW/SE) without federal aid in accordance with Advisory Circular 150/5340-1A prior to the final payment of this project,

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 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

County of Mesa, Colorado
(Name of Sponsor)

By

Title Chairman,
Board of County Commissioners

SEAL

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for
__ (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 _____ this _____ day of _____, 19__.

Title:

ADOPTED this 23rd day of September, 1968. for the City of Grand Junction, Colorado.

By

Title: President of the City Council
City of Grand Junction, Colorado

ATTEST:

By (Signed) Helen C. Tomlinson
Title: City Clerk

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 special meeting of the City Council of the City of Grand Junction, Colorado, held on the 23rd day of September, 1968, 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 the Seal of the City of Grand Junction, Colorado, this 23rd day of September, 1968.

By (Signed) Helen C. Tomlinson
Title: City Clerk

It was moved by Councilman Anderson and seconded by Councilman Colescott 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.

CONTRACT TO CONSTRUCT RUNWAY - \$161,461.75 TO CORN CONSTRUCTION - NOTICE OF AWARD - NOTICE TO PROCEED

It was moved by Councilman Colescott and seconded by Councilman Walt that the contract for the reconstruction of the runway be awarded to Corn Construction Co. at the bid price of \$161,461.75, and that the President of the Council and the City Clerk be authorized to sign the contract, subject to the approval of the F.A.A. Motion carried.

It was moved by Councilman Anderson and seconded by Councilman Meacham that the President of the Council be authorized to execute the Notice of Award, subject to the approval of the F.A.A. Motion carried.

It was moved by Councilman Walt and seconded by Councilman Anderson that the President of the Council be authorized to sign the Notice to Proceed, subject to the approval of the F.A.A. Motion carried.

ADJOURNMENT

The meeting was declared adjourned.

/s/ Helen C. Tomlinson
City Clerk