

Grand Junction, Colorado

October 3, 1979

Upon motion by Councilman Johnson, duly seconded and carried, the regular meeting of September 19, 1979, was adjourned.

The City Council of the City of Grand Junction, Colorado, convened in regular session the 3rd day of October, 1979, in Council Chambers at City Hall. Those present were Council members Louis Brach, Frank Dunn, Dale Hollingsworth, Robert Holmes, Karl Johnson, and Jane Quimby, a quorum. Councilman Bill O'Dwyer was absent. Also present were City Attorney Gerald Ashby, City Manager Jim Wysocki, and City Clerk Neva Lockhart.

Council President Quimby called the meeting to order.

PLEDGE OF ALLEGIANCE

INVOCATION

Reverend David Slottje, Valley Bible Church.

MINUTES

Upon motion by Councilman Dunn, duly seconded and carried, the minutes of the regular meeting September 19, 1979, were approved as written.

INTRODUCTION OF NEW CITY EMPLOYEES

Present and introduced to Council were the following new City employees:

Clyde Gauntt - Data Processing

Greg Gador - Fire Department

Robert Kelley - Fire Department

Jim Connery - Fire Department

Jon Evans - Wastewater Treatment Plant

Jim Smith - Water Meter Reader

Robert Packard - Community Center Supervisor

NORTH AVENUE IMPROVEMENT DISTRICT PROPOSAL

Council received from Loran Dake, representing the North Avenue Association, the proposal for the North Avenue Improvement District.

LIQUOR

Upon motion by Councilman Hollingsworth, duly seconded and carried with Councilman Holmes voting NO, the following applications were approved.

Hotel-Restaurant - Renewal

El Escondido, 509 28 1/2 Road

Tavern

Lowell Frederick, Lou Ives and Lou Ann Ives, Jazza, Ltd. (Formerly Arn's), 2882 North Avenue

BEER-WINE - RESOLUTION OF FINDINGS AND DECISION REGARDING APPLICATION BY ELIZABETH TALLEY FOR BEER-WINE LICENSE AT TALLEY'S BAR-B-QUE AND BISCUIT FACTORY, 623 MAIN STREET - LICENSE APPROVED

The following Resolution was read:

RESOLUTION

OF DECISION ON APPLICATION FOR BEER-WINE LICENSE FOR TALLEY'S BAR-B-QUE & BISCUIT FACTORY AT 623 MAIN STREET, GRAND JUNCTION, COLORADO.

A public hearing having been held on September 19, 1979, on the application by Elizabeth V. Talley for a Beer-Wine License for Talley's Bar-B-Que and Biscuit Factory at 623 Main Street, Grand Junction, and the City Council having considered the evidence adduced at said hearing, FINDS:

1. That the hearing was held after proper notice under the Liquor Code.
2. That the survey conducted by the City indicated that the needs of the neighborhood were not being met by other outlets within the neighborhood and there was a need for this outlet in that 185 persons so stated while 43 felt the needs were being met by other outlets.
3. That no one appeared at the hearing in opposition to the granting of the license and no petitions or letters of disapproval were received by the City Council.
4. That the character of the Applicant is good as determined by checking done by the Police Department and by letters attesting to her good character.
5. The evidence supports the position that the needs of the neighborhood are not being met by other outlets of the same type and the position that the desires of the inhabitants of the neighborhood are that the license issue.

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

That a Beer-Wine License issue to Elizabeth V. Talley for Talley's Bar-B-Que and Biscuit Factory at 623 Main Street, Grand Junction, Colorado.

PASSED and ADOPTED this 3rd day of October, 1979.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

Upon motion by Councilman Brach, duly seconded and carried with Councilman Holmes voting NO, the Resolution was passed and adopted as read.

CONTRACT AWARDED FRED CUNNINGHAM CONSTRUCTION COMPANY FOR ADDITIONS TO JUNIATA DIVERSION STRUCTURE - \$33,871

No bids were received September 18, 1979, on this project. Since there was insufficient time to readvertise for bids, Fred Cunningham Construction Company was contacted and requested to submit a proposal. The proposal was submitted September 28, 1979, in the amount of \$33,871. Engineer's estimate was \$38,100. It was recommended the contract for additions to the Juniata Diversion Structure be awarded Fred Cunningham Construction Company.

Upon motion by Councilman Dunn, duly seconded and carried, the contract for additions to Juniata Diversion Structure was awarded Fred Cunningham Construction for his proposal of \$33,871.

HEARING CONTINUED FROM SEPTEMBER 19 ON REQUEST BY JACK PENNELL FOR CONDITIONAL USE TO PERMIT OFFICE IN R-3 ZONE, 60 FT W OF 5TH ST, N OF OURAY AVENUE - APPROVED

Tom Logue, Paragon Engineering, represented the petitioner. Mr. Logue stated he called Mrs. Lorraine Dickens, 410 Ouray, October 2, 1979. Mrs. Dickens indicated to Mr. Logue that after discussion with her legal counsel, her concerns were mitigated somewhat with respect to increase in taxes.

Councilman Hollingsworth expressed his concern with the whole movement of conditional uses into residential areas. He stated that in his instance and in any future considerations it should be monitored very closely to determine that the conditions as established are adhered to in reference to the concerns of this

neighborhood and any other neighborhood. He did not approve of a commercial sign on this property.

Don Warner reported that a monitoring schedule is ongoing by the Planning Department staff. It was also noted that in the rewrite, conditional use to permit offices in R-3 residential areas is being eliminated.

Harold Quick, another representative of the petitioner, stated that as far as the sign is concerned, the petitioner does not need it, and he assured that the outside appearance of the house will remain as it is now.

Upon motion by Councilman Johnson, duly seconded and carried, the conditional use to permit an office in the R-3 zone 60 feet west of 5th Street, north of Ouray Avenue, was approved subject to conditions of the Planning Commission and that no outside signs be permitted on the premises.

ORDINANCE NO. 1839 - REZONE FROM SINGLE/FAMILY/DUPLEX RESIDENTIAL USE TO PLANNED BUSINESS USE, SW CORNER OF 17TH AND MAIN STREET

Proof of Publication to following entitled proposed ordinance presented: AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, BY CHANGING THE ZONING ON CERTAIN LANDS WITHIN THE CITY. Upon motion by Councilman Johnson duly seconded and carried, the Proof of Publication was accepted for filing.

Upon motion by Councilman Johnson, duly seconded and carried, the proposed ordinance was called up for final passage and read.

There being no comments and upon motion by Councilman Dunn, duly seconded and carried, the Ordinance was passed, adopted, numbered 1839, and ordered published.

ORDINANCE NO. 1840 - ROAD VACATION, NOLAND AVENUE W OF 7TH STREET

Proof of Publication to following entitled proposed ordinance presented: AN ORDINANCE VACATING A ROADWAY WITHIN THE CITY OF GRAND JUNCTION. Upon motion by Councilman Dunn, duly seconded and carried, the Proof of Publication was accepted for filing.

Upon motion by Councilman Holmes, duly seconded and carried, the proposed ordinance was called up for final passage and read.

There being no comments and upon motion by Councilman Holmes, duly seconded and carried, the Ordinance was passed, adopted, numbered 1840, and ordered published.

ORDINANCE NO. 1841 - ZONING PORTIONS OF CRESTVIEW ANNEXATION R-1-A

Proof of Publication to following entitled proposed ordinance presented: AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER

32 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION BY ADDING THE ZONING OF CERTAIN LANDS WITHIN THE CITY. Upon motion by Councilman Johnson, duly seconded and carried, the Proof of Publication was accepted for filing.

Upon motion by Councilman Holmes, duly seconded and carried, the proposed ordinance was called up for final passage and read.

There being no comments and upon motion by Councilman Brach, duly seconded and carried, the Ordinance was passed, adopted, numbered 1841, and ordered published.

ORDINANCE NO. 1842 - ZONING POMONA ANNEXATION R-3, R-1-C, R-1-A

Proof of Publication to following entitled proposed ordinance presented: AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION BY CHANGING THE ZONING OF CERTAIN LANDS WITHIN THE CITY. Upon motion by Councilman Johnson, duly seconded and carried, the Proof of Publication was accepted for filing.

Upon motion by Councilman Johnson, duly seconded and carried, the proposed ordinance was called up for final passage and read.

There being no comments and upon motion by Councilman Dunn, duly seconded and carried, the Ordinance was passed, adopted, numbered 1842, and ordered published.

ORDINANCE NO. 1843 - ZONING FORESIGHT PARK FILING #1 ANNEXATION PI

Proof of Publication to following entitled proposed ordinance presented: AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, BY ADDING THE ZONING OF CERTAIN LANDS WITHIN THE CITY. Upon motion by Councilman Brach, duly seconded and carried, the Proof of Publication was accepted for filing.

Upon motion by Councilman Dun, duly seconded and carried, the proposed ordinance was called up for final passage and read.

There being no comments and upon motion by Councilman Dunn, duly seconded and carried, the ordinance was passed, adopted, numbered 1843, and ordered published.

CONFIRMING RESOLUTION AUTHORIZING ACCEPTANCE OF AIRPORT DEVELOPMENT AID GRANT OFFER, PROJECT NO. 6-08-0027-06 FROM THE UNITED STATES OF AMERICA RELATING TO THE DEVELOPMENT OF WALKER FIELD - PAVE AND MARK PARTIAL PARALLEL TAXIWAY

On September 19, 1979, Council authorized the President of the Council to execute a Resolution authorizing acceptance of Airport Development Aid Grant offer, Project No. 6-08-0027-06 from the United States of American relating to the development of Walker Field.

Upon motion by Councilman Holmes, duly seconded and carried, the passage of the Resolution was affirmed and authorized its entry into the minutes.

RESOLUTION

AUTHORIZING THE ACCEPTANCE OF AN AIRPORT DEVELOPMENT AID GRANT OFFER, PROJECT NO. 6-08-0027-06, FROM THE UNITED STATES OF AMERICA RELATING TO THE DEVELOPMENT OF WALKER FIELD.

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

Section 1. That the City of Grand Junction shall accept the Airport Development Aid Grant Offer from the United States of America for the purpose of obtaining Federal aid for the development of Walker Field and that such grant offer shall be as attached hereto.

Section 2. That the City of Grand Junction does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Application for Federal Assistance which is incorporated by reference in said grant offer.

Section 3. That the President of the City Council is hereby authorized and directed to execute said Airport Development Aid Grant Offer on behalf of the City of Grand Junction and the City Clerk is hereby authorized and directed to attest said execution and impress thereon the official seal of the City of Grand Junction.

Section 4. A true copy of the grant offer referred to is attached hereto, incorporated herein, and by reference made a part hereof.

Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

Part 1 - Offer

Date of Offer: September 27, 1979

Walker Field Airport

Project No. 6-08-0027-06

Contract No. DOT-FA79RM-0515

TO: Walker Field, Colorado, Public Airport Authority, County of Mesa and City of Grand Junction, Colorado (herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal

Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 21, 1979, 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;

Pave and mark partial parallel taxiway (approximately 2500 feet x 75 feet),

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

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), 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 ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80 percent.

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 \$477,247.

2. The Sponsor shall:

(a) begin accomplishment of the Project within sixty (60) 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 Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) 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 152.47 (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 152.65-152.71 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 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 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.

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 20 in Part V 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 reasons 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 September 28, 1979, or such subsequent date as may be prescribed in writing by the FAA.

8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee the following Equal Opportunity Clause.

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to



ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin.

Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or works' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above Equal Opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency 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 that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into the contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D, of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The Sponsor hereby further covenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be

specifically excepted in writing by the FAA, to be erected on, and that it will cause any existing structures to be removed from, each area identified on the Exhibit "A" as "clear zone" or any portions thereof, concerning which the Sponsor has acquired a fee interest with federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation.

10. 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 the Sponsor 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 with the standards established by Section 77.23 as applied to Section 77.25, 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 creation of obstructions within said standards.

11. Assurance number 18 of Part V of the project application incorporated herein is amended by including at the end of the sentence the following language:

"including the requirement that "A" each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act of 1958, using such airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and "B" each fixed base operator using a general aviation airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed base operators making the same or similar uses of such airport utilizing the same or similar facilities; provision (A) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 12, 1976. Provision B above shall not require the reformation of any lease or other contract entered into by a sponsor before July 1, 1975."

12. It is understood and agreed that no part of the Federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.

13. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,

a. The sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the EPA List of Violating Facilities.

b. The sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 208 of the Federal Water Pollution Control Act and all regulations issued thereunder.

c. The sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA list of Violating Facilities.

d. The sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in these subparagraphs a through d.

14. The sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the Director, Dallas Regional Office of Minority Business Enterprise (OMBE), Room 7B19, 1100 Commerce, Dallas, Texas 75242. The sponsor will disclose and make information about the contracts, contracting procedures, and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids. Compliance with the foregoing will be deemed to constitute compliance by the sponsor with requirements of 49 CFR 21 Appendix C(a)(1)(x), Regulations of the Office of the Secretary of Transportation.

15. The grantee agrees to effectuate the purpose of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this Agreement. For the purpose of this provision, "Minority Business Enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background, or other similar cause. Such persons may include, but are not limited to, blacks not of Hispanic origin; persons of Hispanic origin; Asians or Pacific Islanders; American Indians; and Alaskan natives. Grantee further agrees to comply with such regulations as may be issued by the Federal

Aviation Administration to implement Section 30 of the Act.

16. The sponsor will comply with the requirements of Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27 which provides for nondiscrimination on the basis of handicap in Federally-assisted programs and activities receiving or benefiting from Federal financial assistance and requires certain design standards to be implemented at airports.

17. By its acceptance hereof, the sponsor hereby covenants and agrees that it will provide adequate land on Walker Field without cost for the purpose of parking Federal Aviation Administration official and employee vehicles or at the option of the sponsor will provide free accommodations for FAA official parking and free or reasonable cost accommodation for FAA employee parking at Walker Field. Said parking area shall be within reasonable proximity to the FAA facilities located on said airport.

18. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V - Sponsor's Assurances - of the Application for Federal Assistance dated September 21, 1979, 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 rent-free space for the activities specified in such agreements.

19. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsor Agreement between the City of Grand Junction, County of Mesa, and Walker Field, Colorado, Public Airport Authority, entered into between the parties on September 25, 1979. It is understood and agreed that the Co-Sponsor Agreement in no way relieves the parties from their respective responsibilities as set forth under this grant agreement.

20. The City of Grand Junction, Colorado, and the County of Mesa, Colorado, in their support of the Walker Field, Colorado, Public Airport Authority, will, in the event of the dissolution of the Airport Authority - or upon an FAA determination that said Airport Authority is in noncompliance or default under the terms and conditions of this grant agreement, jointly and severally accept the responsibilities for such performance. No other responsibility is accepted or assumed by said county and city under this grant agreement.

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 Airport and Airway

Development Act of 1970, 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, except as otherwise provided in Sponsor's Assurance No. 17, Part V of the Project Application.

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Original signed by Robert P. Mensing Chief, Engineering & Development Branch. Airports Division

Part II - Acceptance

The Walker Field, Colorado, Public Airport Authority does hereby ratify and adopt all statements 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 \_\_\_\_\_ day of September, 1979.

Walker Field, Colorado, Public Airport Authority

By

\_\_\_\_\_  
Title Chairman

(SEAL)

Attest: \_\_\_\_\_

Title: Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for Walker Field, Colorado, Public Airport Authority (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, Colorado, this \_\_\_\_\_ day of September, 1979.

;sigl;

Title: Attorney

The County of Mesa, Colorado, 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 \_\_\_\_\_ day of September, 1979.

County of Mesa, Colorado (Name of Sponsor)

By

\_\_\_\_\_

Title: Chairman, Board of County Commissioners

(SEAL)

Attest: \_\_\_\_\_

Title: County Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_ acting as Attorney for the County of Mesa (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, Colorado, this \_\_\_\_\_ of September, 1979.

Title: County Attorney

The City of Grand Junction, Colorado, 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 27 day of September, 1979.

City of Grand Junction, Colorado (Name of Sponsor)

By

\_\_\_\_\_

Title: President of the City Council

(SEAL)

Attest: \_\_\_\_\_

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_ acting as Attorney for the City of Grand Junction (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, Colorado, this \_\_\_\_\_ day of September, 1979.

Title: City Attorney

PETITION BY CITIZENS REGARDING REWRITTEN LAND USE AND DEVELOPMENT CODE

The City Manager received a request from citizens in Mesa County and Grand Junction which refers to the rewrite effort on the part of both entities. On behalf of Duane Scott, the City Manager submitted the petition to the City Council as a matter of public record.

REQUEST OF CITIZENS TO THE MESA COUNTY COMMISSIONERS AND GRAND JUNCTION CITY COUNCIL

WHEREAS, a rewritten land use and development code has been proposed, the undersigned residents of the County and City request you to oppose and vote against the rewritten code. Some of our reasons follow:

1. We now have all land zoned, and provisions for change when properly presented. Further changes in this will just add confusion.



2. The change imposes zoning on property that the owners do not want.

3. The change effects new regulations upon things like signs and building permits that are not well-recognized.

4. The change seriously divides uses in commercial areas which is not desirable.

5. The document offers almost no protection to property owners.

6. It seems to be adding more power base to planning commissions and staffs who are not elected, and this is not good.

We could continue, but neither you nor ourselves have time for this.

Again, we urge you not to pass these regulations.

Upon motion by Councilman Johnson, duly seconded and carried, receipt of the petition was acknowledged; that the petition be forwarded to the Rewrite Task Force for its consideration in the study of Modification and revising of the original draft; and that the petitioners be advised that when public hearings are held they will have an opportunity to present their views.

The City Manager was authorized to send any notice of meetings to Duane Scott.

#### COUNCIL COMMITTEE REPORTS AND MISCELLANEOUS DISCUSSION

##### Water Convention

Councilman Brach reported that the main item stressed at the water convention in Denver was water conservation, to build reservoirs to hold the million to a million and a half cubic feet of water that runs away in the spring.

##### COG Meeting

Councilman Brach advised that at the COG meeting in Rifle last night, he learned the EDA Study has been delayed thirty days. COG meetings have been changed to the first Thursday of the month at 3:00 p.m.

##### ComAct Housing

Councilman Dunn reported on the two houses that are under contract. He advised they are progressing quite well and should be finished before bad weather. The Selection Committee is determining who the occupants will be.

##### Youth Commission

Councilman Dunn advised that the first meeting of the Youth Commission will be next Thursday.

#### Special Districts.

Councilman Dunn will be attending another Special District meeting in Denver on Friday.

#### Bicycles

Councilman Holmes commended Charles Teed's letter to the editor regarding bicycling and safety.

#### C. W. McCall Concert for Cancer Society

Councilman Hollingsworth said this community owes a debt of gratitude to premier performer C. W. McCall for donating his time tonight in concert for the benefit of the Cancer Society.

#### Housing Authority

Councilman Johnson announced the Housing Authority Annual Dinner meeting on November 6. Invitations to Council members and spouses will be forthcoming soon.

One bid was received on the new project on Wellington Avenue and was some \$300,000 above budget. Housing Authority Director Paul Malinowski is attempting to negotiate a more reasonable price with the bidder, and at the same time is discussing with HUD the possibility of obtaining some additional funds.

#### Capital Improvements

President Quimby reminded Council of the 7:00 a.m. meeting October 10 in the City Manager's Office to discuss capital improvements. Also the 2:00 p.m. meeting that afternoon to meet with the Governor at the Holiday Inn.

#### Contractors Licensing Board

Still soliciting names for appointment to the Contractors Licensing Board; a lay person and a contractor.

#### Planning Commission

The terms of Janine Rider and Jim Pickens on the Planning Commission are expiring this month. They have indicated a desire to be reappointed.

#### Housing Authority

The term of Dave Humphries on the Housing Authority is expiring this month. He has indicated a desire to be reappointed.

### Saunders Fund

A number of suggestions have been submitted to raise funds for Mr. Saunders, the Med-Assist employee injured in July. One is to collect aluminum cans at the Fire Station for subsequent turn in with proceeds going to the Saunders Fund. Also possibility of contests among organizations.

### Alternate Transportation Days

President Quimby reported that she attended a pep assembly at Grand Junction High School last Friday. They had a competition for another alternate transportation day among the classes and the faculty. The Seniors won on that particular day. A trophy of bronzed running shoes was presented. It will be a travelling trophy in the continued competition.

### Information Meeting - Handicapped and Elderly Transportation Concerns

President Quimby and Councilman Dunn attended a meeting last week at Garden Village Nursing Home regarding handicapped and elderly transportation concerns.

### ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC  
City Clerk