

**GRAND JUNCTION CITY COUNCIL
ADDITIONAL WORKSHOP AGENDA**

**MONDAY, NOVEMBER 17, 2003, 11:30 A.M.
ADMINISTRATION CONFERENCE ROOM
2ND FLOOR, CITY HALL, 250 N. 5TH STREET**

- 11:30 am **Meeting convenes**
- 11:45 am **CDOT ENHANCEMENT GRANT PROJECTS:** Staff has prepared a list of potential projects for the local government enhancement funds for the years 2006, 2007, and 2008 and is asking Council to designate what projects should be contained in the application.
[Attach 1](#)
- 12:10 pm **BROWNFIELDS GRANTS:** This grant program is specifically for survey and cleanup of properties that are considered difficult to redevelop due to environmental contamination. Staff will review opportunities for this program.
[Attach 2](#)
- 12:20 pm **WALKER FIELD AIRPORT AUTHORITY IGA:** The proposed intergovernmental agreement provides a basis of understanding for the placement of three detention basins on the airport property.
[Attach 3](#)
- 1:00 pm **ADJOURN**

This agenda is intended as a guideline for the City Council. Items on the agenda are subject to change as is the order of the agenda.

**Attach 1
 CDOT Enhancement Projects
 CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject		Enhancement Fund Potential Projects						
Meeting Date		November 17, 2003						
Date Prepared		October 30, 2003			File #			
Author		Jody Kliska		Transportation Engineer				
Presenter Name		Tim Moore		Public Works Manager				
Report results back to Council		<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes	When After results of CDOT review		
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
<input checked="" type="checkbox"/>	Additional Workshop	<input type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: Colorado Department of Transportation is requesting applications for local government enhancement projects for state fiscal years 2006, 2007, 2008. Applications are due to CDOT by December 26, 2003. Staff has prepared a list of potential projects for council consideration.

Budget: Varies by project; a 20% local match is required.

Action Requested/Recommendation: Council recommendation on a project or projects to make application for enhancement funds and approval of a resolution specifying the project and city support.

Attachments: Project photos, letters of support for Monument Road project, resolution.

Background Information: Historically, approximately \$350,000 has been available annual for the Transportation Planning Region, which covers all of Mesa County. Once CDOT has determined the eligibility of the proposed projects, the list is sent to the Regional Transportation Planning Office for prioritization by the Grand Valley Regional Transportation Commission. The City of Grand Junction competes with Mesa County, Fruita, Palisade, DeBeque and Collbran for project funding.

There are four project categories for which projects are eligible for enhancement funding. These include:

- Pedestrian and Bicycle Facilities
- Historic Preservation
- Transportation Aesthetics
- Environmental Mitigation

Staff has prepared a list of potential projects for council consideration. These include the following:

- *Monument Road shoulder widening.* The project is proposed as a joint City-County application, with each entity contributing half of the required local match and project administration by the City. The proposed widening is from S. Redlands Road to the Colorado National Monument boundary and would widen Monument Road from its present 22' paved width to 32' of paved width and 1' gravel shoulders. The cost estimate for 3.5 miles of shoulder-widening is \$890,000. The total local match is \$178,000 or \$89,000 for each entity. The project is proposed as a two-year project, where we would apply for two years worth of funding. Monument Road is an ever-increasingly popular route for cyclists in the valley as it accesses the Tabaguache Trailhead, the Colorado National Monument and is an important connection in the loop formed by South Camp Road trails and the Riverfront Trail system. It is also part of the annual Tour of the Valley route.
- *Downtown medians, streetscape and beautification.* The Downtown Development Authority is proposing the following projects for downtown streets:
 - 7th Street medians and streetscape from Grand Avenue to Ute Avenue. Estimated cost \$1.0 million.
 - Colorado Avenue streetscaping from 2nd Street to 7th Street. Estimated cost \$1.0 million.
 - Main Street from 7th Street to 8th Street. Estimated cost \$200,000.The cost estimate is based on \$200,000 per block of improvement. The DDA has indicated they will budget 50% of the cost of the 7th Street project, or \$500,000.
- *Duck Pond Park on Orchard Mesa* – add a sidewalk loop with a pedestrian bridge over the creek. The loop will tie into the existing sidewalk and trail system and will parallel Unawep Avenue, cross the creek and tie into the existing sidewalk that runs to Santa Clara Avenue. The estimated cost is \$68,000.

Two additional projects were considered for these funds. The Junior Service League Park is proposed for expansion of the existing parking area for the Riverfront Trail System at the Junior Service League trailhead. It will be considered as part of the planning for the Riverside Parkway. Expansion of Riverside Park is another project that will be considered in the planning of the levee project once the Riverside Parkway is completed.

Proposed Project Photos



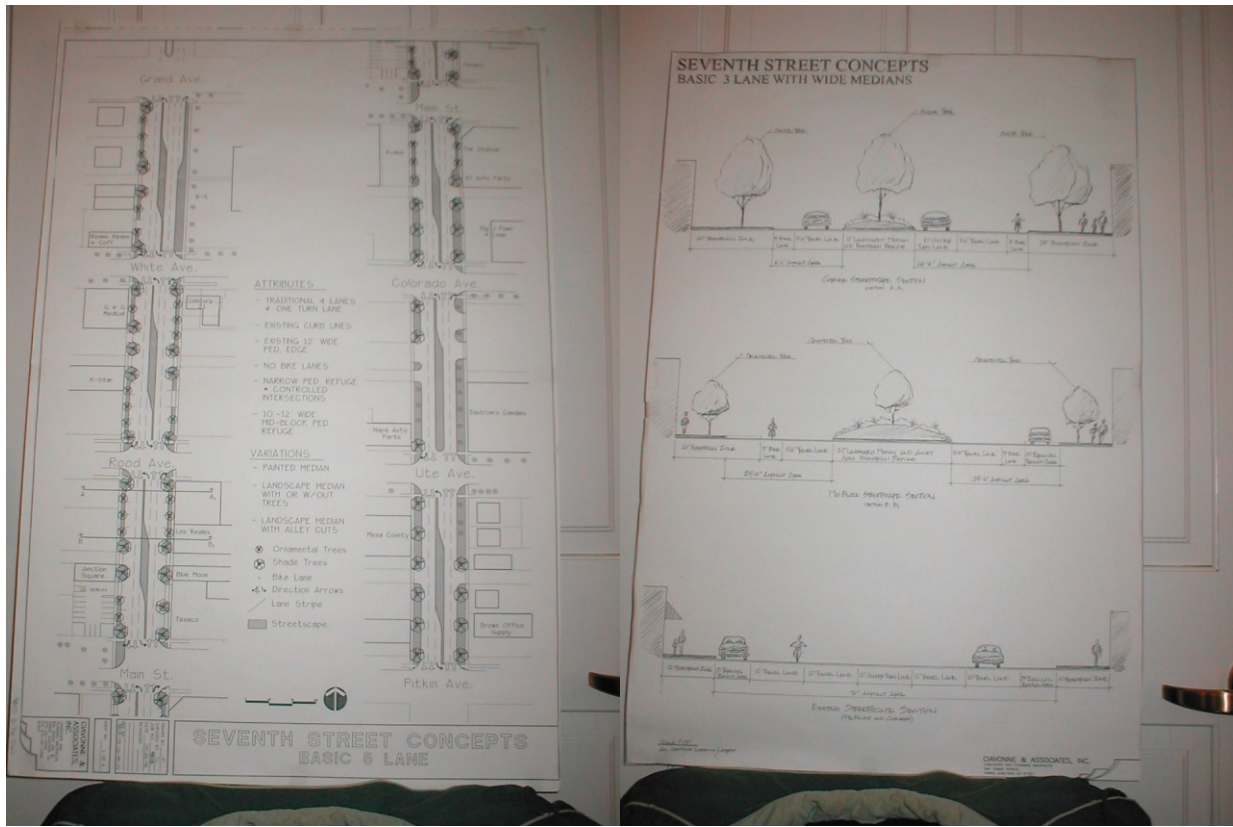
Monument Road at Tabaguache Trailhead



South Camp Trail where it connects to Monument Road



7th Street from Grand Avenue to Ute Avenue



Proposed Medians for 7th Street



Duck Pond Park



Junior Service League Park

Attachment B: Letters of Support for Monument Road Project

**The Colorado Plateau Mountain-Bike Trail Association, Inc.
(COPMOBA)**

P.O. Box 4602 • Grand Junction, CO 81502-4602

Mesa County Board of Commissioners
Grand Junction City Council

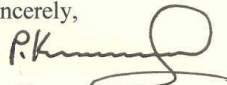
November 3, 2003

Dear Commissioners and Council Members,

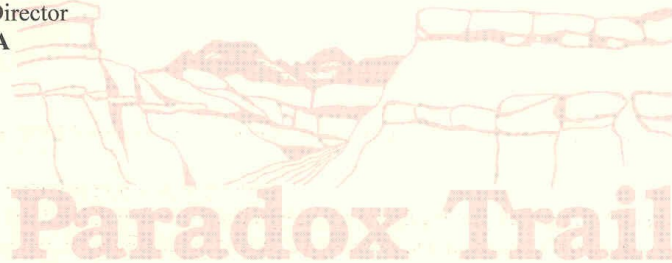
The Colorado Plateau Mountain Bike Trail Association, Inc. (COPMOBA) wishes to express our strong support for the widening of Monument Road for bicycle lanes from S. Redlands Road to the entrance of the Colorado National Monument. This section of Monument Road passes the Tabeguache Trail head and many of our constituents use Monument Road for access to this nationally known trail system. With the increase in construction in the Monument Valley area, not only has traffic from residents increased, but traffic from construction vehicles is at an all time high. As an avid bicyclist, I must convey how dangerous this situation has become. A redmix concrete truck, traveling in excess of 50 mph, passing within inches of a bike rider is a frightening experience. It is only a matter of time before someone will be seriously injured or killed. Hopefully, the road will be widened before this happens.

COPMOBA thanks you for your consideration on this project and offers any help or advice you may need to complete this addition to Monument Road.

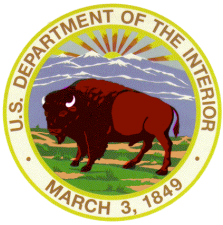
Sincerely,



Pat Kennedy
Executive Director
COPMOBA



A Non-Profit Organization Dedicated to Mountain-Bike Trail Development



United States Department of the Interior

NATIONAL PARK SERVICE
Colorado National Monument

Fruita, Colorado 81521



L3215(COLM)

November 9, 2003

Grand Junction City Council
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Mesa County Commissioners
Mesa County
544 Rood Avenue
Grand Junction, Colorado 81521

Dear Grand Junction City Council and Mesa County Commissioners:

We understand that on the list of potential projects for Colorado Department of Transportation (CDOT) enhancement funds is a project that would widen the shoulder on Monument Road. This would be accomplished as a joint project between the city of Grand Junction and Mesa County. We are writing this letter in support of this project.

The project would add bike lanes to Monument Road from South Redlands Road to the boundary of Colorado National Monument. Monument Road is a narrow roadway used by commuters, commercial vehicles, bicyclists as well as visitors to Colorado National Monument. The safety of all users is a primary concern and the addition of the bike lanes can alleviate the conflict between the user groups and provide safe access to the Tabaguache Trailhead for the bicyclists. The addition of bike lanes on Monument Road is an important link on the Urban Trails Master Plan and will build on the recently completed South Camp Road Trail as well as connect to the Riverfront Trail System.

We are supportive of this project and ask that you support this joint project as well.

Sincerely,

/s/ Palma E. Wilson
Superintendent



COLORADO RIVERFRONT FOUNDATION, INC.

P.O. Box 2477
Grand Junction, Colorado 81502
(970) 245-0045

Officers:

Brian Mahoney
Chairman
William Prakken
Secretary
Fielding Braffett
Treasurer

Board of Directors:

Fielding Braffett
William M. Ela
Dr. Bill Findlay
Mark Gardner
Pat Gormley
Will Hutchins
Dr. Lynn James
Patrick Kennedy
Brian Mahoney
Paul Nelson
William Prakken
Lenna Watson
Dale Williams

October 30, 2003

Mesa County Commissioners
Grand Junction City Council
250 N. 5th
Grand Junction, CO 81501

Dear Commissioners and Council Members:

On behalf of the Board of Directors of the Colorado Riverfront Foundation, Inc. I would like to express the Foundation's strong support for widening Monument Road from South Redlands Road to the Monument boundary. Comfortable shoulders on each side of the road that can be used by cyclists, runners and walkers would provide a wonderful tie-in to the Riverfront trail system, the Urban trail system, the Tabaguache mountain bike system and the new South Camp Road trail. It is a key connector that has gained increasing importance as the number of cyclists using the Tabaguache Trail and the Colorado National Monument has grown enormously and as the residential areas near the Monument have experienced tremendous growth as well. Widening Monument Road has long been a priority of the Riverfront Foundation as well as the Riverfront Commission and the Urban Trails Committee.

On a personal note, I can state without reservation that adding decent shoulders to Monument Road would greatly enhance the safety of the large number of cyclists who currently use the road. For more than twenty five years I have ridden my bike on Monument Road numerous times each week during the warmer months. The fact that the road has no paved shoulders was not a problem in the early years when traffic was light. However, the volume of motor vehicle traffic has increased hugely in recent years along with the increased usage by cyclists. Given that the paved surface of the road is not wide enough to accommodate two vehicles passing in opposite directions at the same location as a cyclist, it is only a matter of time before someone will be seriously injured or killed. Hopefully, the road will be widened before this happens.

The Riverfront Foundation thanks you for your consideration of this project and respectfully urges you to give it your highest priority.

Sincerely,
THE RIVERFRONT FOUNDATION, INC.

William D. Prakken
Secretary



RIVERFRONT COMMISSION

P.O. Box 2477
Grand Junction, Colorado 81502
(970) 245-0045

Sponsors:

Fruita
Grand Junction
Mesa County
Palisade

November 5, 2003

Grand Junction City Council
Mesa County Commissioners
250 N. 5th
Grand Junction, CO 81501

RE: Monument Road Widening

Dear City Council Members and Commissioners:

The Colorado Riverfront Commission strongly supports the widening of Monument Road to include bike and pedestrian lanes.

Monument Road is a vital link in connecting the existing riverfront trail system to the Tabaguache trail system for mountain bikes and on to the existing urban trail along South Camp Road.

As you know, Monument Road is the eastern entrance to the Colorado National Monument and is heavily used by pedestrians and bicyclists. The road currently has no shoulder or extra pavement width to accommodate these users and therefore is quite dangerous for these other users.

The area along Monument Road and South Camp are continuing to develop and traffic is going to continue to grow as well. The Colorado Riverfront Commission would like to see the City and County work together to address the issues of bike and pedestrian access and safety along Monument Road and at the same time complete an important part of the Urban Trails Master Plan.

As a user of Monument Road to access the Tabaguache trails, I see first hand how crowded this area has become and have experienced the need for widening of the road as both a rider and driver.

If the Colorado Riverfront Commission can be of any help during this planning and potential widening please call.

Sincerely,

Mark Gardner
Mark Gardner
Co-Chair



To whom it may concern,

11-8-03

I am writing in regard to the improvement of Monument Road in Grand Junction, Co. Our Bicycle Club, Red Rock Riders has almost 400 members participating in mountain and road bike riding in and around Mesa County. We feel that an improvement to the road that has been traditionally used for a bike way to the Colorado National Monument and the Tabeguache mountain bike trail system would help make the road safer for the Motorist and the Bicyclist. By having a wider shoulder with signage for the bike lane, the motorist and the cyclist will have a safer experience while driving/riding to the parks. We are so fortunate to have the Monument as a bike friendly park which in the 1980's was utilized in a stage of the world famous Coors Bicycle Tour. With this prestige alone, the park attracts cyclists all over the world who come and want to ride the same route that the Tour made famous, The Tour of the Moon/ The Colorado National Monument. The improved shoulders will make this road easier to access the Park and safer for both drivers and cyclists. These improvements will greatly enhance recreational opportunities for the Grand Valley. Our bike club, Red Rock Riders supports widening of Monument Road with Wide paved shoulders and signage for Cyclists.

Thank you,
Mike McBride Pres.

Michael B. McBride

Bob Sisac, Vice Pres.

Alice Sisac
Alice Sisac, Sec.

Alice Sisac



RIVERFRONT COMMISSION

Urban Trails Committee

P.O. Box 2477

Grand Junction, Colorado 81502

(970) 245-0045

Dear Commissioners and Council Members:

The Grand Junction Urban Trails Committee emphatically supports the Monument Road project and the application for enhancement funding. Improvement of Monument Road, including wider shoulders and bike lanes has been a high priority of the Urban Trails Committee for a long time. Monument Road is an important link on the Urban Trails Master Plan, it will connect to the recently completed South Camp Road Trail and it connects to the Riverfront Trail System. Additionally, it provides safer access by bicycle to the Tabaguache Trail Head.

Monument Road, as presently used, is unsafe. Increased traffic on Monument Road due to growth of the population along Monument Road and South Camp Road, increased use of the Tabeguache Trail, increased bicycle use of the Colorado National Monument highway and the growth of cycling in general on Redlands roads has led to the need for the proposed improvements. Please approve and support the application for enhancement funds for the Monument Road project.

Thank you,

Robert Traylor, chairman
Grand Junction Urban Trails Committee

November 12, 2003

Grand Junction City Council
Mesa County Commissioners

Dear Commissioners and Council Members:

COPMOBA is delighted to hear that Grand Junction and Mesa County are working to build bike lanes on Monument Road. The proximity of the Lunch Loops to many riders' homes and place of employment makes it a popular mountain biking destination. Bike lanes will encourage mountain bikers nearby to ride to the trail instead of drive. They will also benefit road cyclists riding over the Monument and families using the Riverfront Trail. Automobile traffic will benefit as well.

Please let us know if there is anything we can do to help this project become a reality. Thank you for your efforts.

Sincerely,

/s/

Clark Rieves, President
COPMOBA

November 14, 2003

Grand Junction City Council
Mesa County Commissioners
Grand Junction, CO 81501

Dear Grand Junction City Council and Mesa County Commissioners,

I am pleased to be able to write to you to express my support for a project that would add shoulders to Monument Road. This dangerous road section is relentlessly used by cyclists to access the Colorado National Monument, which is without question, to most famous road ride on the Western Slope. It is also the primary access to the Tabaguache Trail Head and recreation area used extensively by not only cyclists, but also runners, and day hikers.

As the primary organizer of the largest cycling event in the Grand Valley, ***The-Tour-Of-The-Valley Century Ride***, which attracts 1,200 riders annually, I can not over state the safety concerns on Monument Road. The event utilizes the Urban Trails system and Riverfront trails to the extend possible however; there are currently no "trail" options available for cyclists to access the Colorado National Monument. ***Tour-Of-The-Valley*** cyclists are currently routed on Monument Road, as there are no other links to the Colorado National Monument.

As an avid cyclist myself, who in the past has ridden the Colorado National Monument as frequently as 3-4 times a week, I could recount for you literally hundreds of incidents were my safety as a cyclist was jeopardized by vehicular traffic on Monument Road. Sharing that narrow section of road, which is often gravel strewn, with vehicles traveling in excess of 45 mph is indeed a very scary proposition.

Thank you for taking the time to hear my concerns. I would very much encourage you to support any option that could improve the safety of Monument Road, as our community grows it seems only fitting to also encourage quality living by providing for safe recreation opportunities.

Sincerely,

Becky Jessen
Community Hospital
Tour-Of-The-Valley, Coordinator

CITY OF GRAND JUNCTION
Resolution No.

A RESOLUTION SUPPORTING THE APPLICATION FOR ENHANCEMENT FUNDS
FOR _____

RECITALS:

The City of Grand Junction Public Works Department, Transportation Engineering Division, has compiled a list of eligible projects for application for enhancement funds.

The proposed projects were compiled from suggestions from other departments and entities and include partnerships for joint application for funds.

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

The _____ project (s) are approved for application for enhancement funds.

PASSED and ADOPTED this Day of November, 2003.

ATTEST:

/s/ Stephanie Tuin
City Clerk

/s/ Jim Spehar
President of the Council

**Attach 2
Brownfields Grants**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Brownfields Environmental Cleanup Program						
Meeting Date		November 17, 2003						
Date Prepared		November 13, 2003			File #			
Author		Mark Relph		Public Works & Utilities Director				
Presenter Name		David Varley		Assistant City Manager				
Report results back to Council		<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes	When	Prior to next grant cycle 12/04	
Citizen Presentation		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Name		
<input checked="" type="checkbox"/>	Additional Workshop	<input type="checkbox"/>	Formal Agenda		<input type="checkbox"/>	Consent	<input type="checkbox"/>	Individual Consideration

Summary: The Brownfields Environmental grant program provides opportunities for local governments to survey and cleanup properties that are considered difficult to redevelop due to environmental contamination. Staff will be reviewing with Council our opportunities with this program.

Budget: Varies depending upon application.

Action Requested/Recommendation: Council discussion and direction regarding the potential projects.

Attachments: None

Background Information: Staff has reviewed a series of potential projects which have included:

- The old PSCo Steam plant
- The Department of Energy Site
- Reclamation of the old Bluffs treatment site on the Redlands
- Properties along the alignment of the Riverside Parkway.

Staff will present additional information on the timing of applications, which projects may be eligible and what levels of funding are available.

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		City of Grand Junction and Walker Field Airport Authority Intergovernmental Agreement for City proposed detention basins.					
Meeting Date		November 17, 2003					
Date Prepared		October 22, 2003			File #		
Author		Trent Prall		City Utility Engineer			
Presenter Name		Mark Relph		Public Works and Utilities Director			
Report results back to Council		X	No		Yes	When	
Citizen Presentation			Yes	X	No	Name	
X	Additional Workshop		Formal Agenda			Consent	Individual Consideration

Summary: An Intergovernmental Agreement between the City of Grand Junction and Walker Field Airport Authority (WFAA) is required to provide a basis of understanding of the terms and conditions for placement of three City constructed detention basins on WFAA property.

Budget:

The agreement proposes not to charge rent because the detention basins provide the airport a benefit of \$207,282 or \$4,145.63 per year based on a 50 year rental term.

Action Requested/Recommendation:

Approve the intergovernmental agreement between the City of Grand Junction and Walker Field Airport Authority for City proposed detention basins.

Attachments: Intergovernmental Agreement.

Schedule:

Pending approval of the IGA by the Walker Field Airport Authority in December 16, 2003 and City Council prior to that date, staff will advertise for bids later in December. It is expected Council will award the construction contract in January and construction will begin in February 2004. Construction is anticipated to take approximately four months.

Background Information:

The proposed detention basins will benefit downstream users in both Leach Creek and Independent Ranchman's Ditch drainages, WFAA is specifically benefited.

There are two specific areas that staff will address with Council at the Workshop that have been an issue between staff and the WFAA. Staff will seek direction from Council. The two issues include:

1. Who determines when there is a wildlife problem at the detention facility.
2. The term of the agreement (2 - 25 year terms vs. perpetual).

Key areas of the agreement as drafted are highlighted below:

Section 1. Permitted Uses. WFAA permits the City to: a) construct a new detention basin on Leach Creek, b) enlarge an existing basin on Independent Ranchman's, c) install and maintain the improvements and d) perform scheduled and unscheduled maintenance. Each of these will be undertaken at the City's sole expense.

Section 2. Consideration. WFAA is authorized to use 30.5 acre feet of stormwater in the Independent Ranchmen's detention basin. The value of the construction costs and the future maintenance of the Independent Ranchman's detention basin attributable AUTHORITY use is \$4,145.63 per year based on a 50 year rental term. The adjusted ground rent will be **\$0.00** per year.

Section 8. Term of the agreement. Due to Federal Aviation Administration limitations, the lease term is limited to 25 years with a renewal option for 25 years. Therefore this agreement will expire on October 31, 2053.

Section 11. Design. The Leach Creek detention basin is proposed to impound 32.7 acre-feet of water, while the Independent Ranchman's is sized for 51.50 acre-feet. 30.5 of the later is proposed for the direct use and benefit of the WFAA.

Section 12. Operations and Maintenance. The agreement covers security and safety, Silt/Sediment accumulations, vegetation removal, wildlife, and frequency of maintenance activities.

A significant concern during the negotiation of this agreement has been whether the facilities would become a wildlife attractant. The facilities have been designed to minimize the duration that water is impounded and periodic maintenance is proposed to remove vegetation in order to reduce the likelihood that the facilities will become habitat for wildlife that may jeopardize the safety air operations.

Other sections of the agreement address notice requirements, choice of law/choice of venue, and option for the City to purchase the land should it become available.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY

This Agreement is entered into on the date(s) set forth below by and between the City of Grand Junction ("CITY"), a Colorado home rule municipality and the Walker Field, Colorado, Public Airport Authority ("AUTHORITY"), a body corporate and politic and constituting a subdivision of the State of Colorado pursuant to C.R.S 41-3-101 *et. seq.* The CITY and the AUTHORITY may be referred to collectively in this Agreement as the Parties. The Parties rely on C.R.S. 29-1-201, *et. seq.* to enter into this intergovernmental agreement ("Agreement").

RECITALS

This Agreement between the CITY and the AUTHORITY sets forth the Parties' understandings concerning the construction, operation and maintenance of certain storm water Facilities (as that term is defined below) on the AUTHORITY'S property. By and through this Agreement and the actions that will follow after it, the Parties address storm water concerns that have not been adequately addressed heretofore, specifically improvements in the Leach Creek and Independent Ranchman's drainages.

The CITY has identified two locations at Walker Field, Colorado, Public Airport (the "Airport") for the construction of Detention Basins that will have a substantial impact on reducing the risk of flooding for CITY residents and property owners, including the AUTHORITY. The AUTHORITY, in its 2001 Airport Layout Plan Update, has identified the need for at least 34-acre feet of storm water capacity. A portion of the improvements that are to be constructed under this Agreement will provide at least 30.5-acre feet for the AUTHORITY's use. By this Agreement the AUTHORITY consents to the construction of the improvements, the operation and maintenance of the same, subject to the conditions stated or implied in this Agreement.

The CITY acknowledges that the AUTHORITY's primary concern is for the safety of users of the Airport. For this reason, consistent with FAA Advisory Circular AC150/5200-33, as amended, or such similar directive as may be issued in the future, the CITY shall not allow the improvements to become a bird or wildlife attractant.

NOW, THEREFORE, the Parties agree as follows:

1. **PERMITTED USES:** The AUTHORITY hereby permits the CITY to enter onto Airport property owned by the AUTHORITY to: (a) construct a new detention basin for the purposes of detaining storm water within a natural tributary known as Leach Creek ("Leach Creek Detention Basin") with a design detaining capacity of **32.7** acre feet of storm water as depicted on the attached Exhibit A; (b) enlarge the storm water detaining capacity of an existing detention basin which has been previously constructed and maintained by the AUTHORITY ("Independent Ranchman's Detention Basin") from its current detaining capacity of 5.3 acre feet of storm water to a design detaining capacity of **51.50** acre feet of storm water as depicted on the attached Exhibit B; (c) install and maintain inlets, outlets, piping, grates, manholes, dams, spillways and other physical improvements necessary or appropriate for the prudent and proper operation of said Detention Basins, and (d) to perform both schedule and unscheduled maintenance of the Facilities. Each of these activities will be undertaken by CITY at

CITY's sole expense. The Leach Creek Detention Basin is located approximately 1800 feet west of the west end of Runway 11/29 as shown on Exhibit C. The Independent Ranchman's Detention Basin is located approximately 1200 feet southwest of Runway 4/22 as shown on Exhibit D. The Independent Ranchman's Detention Basin and the Leach Creek Detention Basin (the Detention Basins) consist of a total of 28.367 acres (14.10 acres located in the Leach Creek Detention Basin and 14.267 acres located in the Independent Ranchman's Detention Basin).

2. CONSIDERATION. The AUTHORITY has obtained an independent MAI appraisal to establish the current fair market value of the real estate upon which the Facilities will be located. That value is as follows: \$671.30 per year for the 14.10 acres described on attached Exhibit C and located in the Leach Creek detention basin plus \$864.19 per year for the 14.267 acres described on attached Exhibit D and located in the Independent Ranchman's detention basin for a yearly total of \$1,535.49 paid at the beginning of each year. The CITY will be granted a credit of 100% of the total yearly rent in return for the cost of construction and maintenance of the Independent Ranchman's detention basin and the AUTHORITY's right to impound up to 30.5 acre feet of storm water in the Independent Ranchman's detention basin for the duration of this Agreement. The value of the construction cost and the future maintenance of the Independent Ranchman's detention basin attributable to AUTHORITY use is \$4,145.63 per year based on a 50 year rental term. Therefore, the **adjusted initial annual ground rent will be \$0.00 per year.** The AUTHORITY will not be responsible for payment to the CITY for any expenses or overages above and beyond the appraised yearly rental value. The Facilities shall be constructed by the CITY at the CITY's sole cost. The real estate on which the Facilities are located shall remain the sole property of the AUTHORITY, subject to the CITY's rights as set forth in this Agreement. Full and faithful performance of the various promises, conditions, terms and covenants of this Agreement are acknowledged by the Parties to be due and adequate consideration. The CITY shall not impose any fee (including a drainage impact fee) on the AUTHORITY as a result of any activity contemplated by this agreement.

3. JURISDICTION. This Agreement addresses real property and improvements thereon which are within the Aircraft Operations Area (AOA) of the AUTHORITY. The Parties agree that the Facilities shall be under the sole jurisdiction of the CITY for the purposes of constructing, operating, maintaining, altering, abandoning or otherwise changing a Facility or the Facilities and that the Facilities shall be under the sole jurisdiction of the AUTHORITY for the purpose of administering aircraft overflight, and air operations and the management of same.

4. INSURANCE: The CITY is currently self-insured up to \$150,000 per claim with excess coverage through Lloyd's of London pursuant to its membership in the CIRSA pool. The CITY avails itself of the protection of the Governmental Immunity Act (C.R.S. 24-10-101, et.seq.). So long as CITY obtains insurance through CIRSA or an equivalent organization, CITY shall have no obligation to purchase public liability insurance and other coverage for protection against liability for damage claims arising out of accidents occurring as a result of this Agreement. CITY's insurance coverage as set forth above shall provide coverage for the contingent liability of the AUTHORITY on any claims or losses and shall designate the AUTHORITY as an additional insured under the terms of CITY's insurance. In the event the Governmental Immunity Act is no longer in effect, and/or coverage through CIRSA or equivalent coverage is not

maintained, then CITY shall procure and maintain in force, at its expense, during the term of this Agreement and any extension thereof, public liability insurance with an insurer and through a broker approved by the AUTHORITY. Such coverage shall be adequate to protect against liability for damage claims arising out of accidents occurring as a result of this Agreement, for a minimum amount of one million dollars (\$1,000,000) combined single limit. Such insurance policy shall designate the AUTHORITY as an additional insured under the terms of the policy and shall not be cancelable without thirty (30) days prior written notice to the AUTHORITY.

5. AUTHORITY'S RIGHT TO IMPOUND WATER. CITY grants the AUTHORITY the right to impound up to 30.5 acre feet of water in the Independent Ranchman's detention basin, as needed, for the control of storm water drainage generated on or passing through the AUTHORITY property for the duration of this Agreement.

6. USER SAFETY. CITY recognizes that the AUTHORITY's primary concern is the safety of users of the Airport; thus, consistent with FAA Advisory Circular AC150/5200-33, as it may be amended from time to time, CITY will, at CITY's expense, insure that the Detention Basins shall NOT be allowed to become a bird and wildlife attractant beyond the quantity of birds and wildlife present prior to the construction of the Detention Basins. Cedar Creek Associates, Inc. has prepared a report for CITY entitled *Wildlife Baseline Report for the City of Grand Junction's Proposed Leach Creek and Ranchman's Ditch Stormwater Detention Basins* (the "Baseline Report"). The Baseline Report, which is hereby incorporated into this Agreement, establishes a baseline for the quantity of birds, wildlife, and plant life present prior to the construction of the Detention Basins.

7. ACCESS. Because the Facilities are in the AOA, the CITY shall (other than during an emergency) coordinate its access to and from the Facilities with the AUTHORITY. Other specific responsibilities of the CITY and the AUTHORITY shall be stated in an operation and maintenance document, which describes the Facilities and the routine and emergency operation and maintenance of the same.

8. TERM OF AGREEMENT. This Agreement shall commence on December 1, 2003 and shall expire on November 30, 2028. The AUTHORITY grants to CITY one option to extend the term of this Agreement by twenty-five (25) years (i.e. until November 30, 2053). In order to exercise this option, CITY must give AUTHORITY written notice on or before November 30, 2027 of the CITY's intent to exercise the option. During any extension all provisions of this Agreement will be effective and references to terms shall include the extension except CITY shall have no additional options to extend the term of this agreement beyond the twenty-five (25) year option referenced above. Upon expiration or termination of this Agreement, all Facilities shall become the sole property of the AUTHORITY. The rights, obligations and benefits shall accrue to the Parties and their successors in interest until the Agreement is terminated or amended in writing. The rights, obligations and benefits of or accruing to each party are contingent upon funds being annually budgeted, appropriated and otherwise made available. In the event funds are not appropriated, budgeted or otherwise made available any resulting contract will become null and void without penalty, however any indemnification and hold harmless duties and obligations shall survive and be fully enforceable.

9. FUTURE AMENDMENTS TO AGREEMENT. This Agreement may be amended from time to time by concurrence of the governing bodies of both the CITY and the AUTHORITY. Changes to the Agreement shall require a duly passed resolution mutually agreed to by the CITY and the AUTHORITY. Such resolutions may be passed at any regularly scheduled meeting of the respective governing body. Additions to or modifications of drainage systems, Facilities or improvements may be made by reference to this Agreement with appropriate identification of the system being added using property legal description and common location identifiers. Additions to or modifications of drainage systems or the management of birds and wildlife do not constitute an amendment.

10. DEFINITION OF "FACILITY" AND "FACILITIES". For the purposes of this Agreement, the terms "Facility" and "Facilities" mean any pipe, inlet, grate, manhole, box, dam, spillway, drainage way or other physical improvement associated with, constructed or connected to a surface or subsurface detention basin system. A Facility does not mean any future storm water ponds, basins or improvements now contemplated, designed or later constructed by the AUTHORITY as depicted or described in the AUTHORITY's 2001 Airport Layout Plan Update.

11. DESIGN. The Facilities are expressly designed and constructed for the benefit of areas that are downstream of the Airport in the Leach Creek and Independent Ranchman's drainages and the future storm water drainage needs of the AUTHORITY. The AUTHORITY acknowledges that it has or may have independent duties under federal and or state law to control, monitor and discharge storm water from other improvements. Each Facility is intended to improve 100-year storm event flood protection. The Leach Creek detention basin is proposed to impound 32.70 acre feet of water. The Independent Ranchman's detention basin is proposed to impound 51.50 acre feet of water, 30.5 acre feet of which is for the direct use and benefit of the AUTHORITY. The design for each Facility is shown on Exhibits A (Leach Creek) and B (Independent Ranchman's).

12. OPERATION AND MAINTENANCE. The CITY will operate and maintain the Facilities associated with the Detention Basins in accordance with an operations and maintenance manual which is incorporated by this reference as if fully set forth. The essential principles of that manual, which is Exhibit E to this Agreement, are:

- (a) Security and Safety. CITY recognizes that security for the Walker Field is important as well as overall knowledge of operations within or near the Airport. Except in an emergency, CITY shall notify the AUTHORITY by telephone, email or mail at least one day prior to visiting the sites and at least three days prior to any minor maintenance activities and 21 days prior to any major, earth moving activities. The AUTHORITY shall have the right to impose any other security measures it deems appropriate
- (b) Silt / Sediment. The CITY shall not permit silt /sediment to accumulate such that it impairs the operational capability or integrity of the Facilities. The CITY shall generally maintain the Facilities so that the soil is not regularly wet, therefore creating habitat for birds or other animals.
- (c) Outlets. The CITY shall maintain the Facilities outlet structures to allow for them to function as designed.

- (d) Trash and Debris. The CITY shall regularly remove trash and other debris that accumulates in the Detention Basins.
- (e) Vegetation. The CITY shall cut and otherwise take all necessary action to inhibit the growth of vegetation in and near the Facilities. The CITY shall use best management practices to inhibit vegetation that may grow and/or accumulate as a food supply for birds or other animals.
- (f) Wildlife. The AUTHORITY may, at its sole but reasonable discretion, determine if the Detention Basins have become a bird and/or wildlife attractant and provide CITY written notice of such determination. Upon receiving such notice, CITY and the AUTHORITY shall work cooperatively to evaluate available options and technologies and cooperatively develop and implement a Wildlife Hazard Management Plan at the sole expense of CITY. If the Detention Basins continue to be a bird and wildlife attractant after CITY has exhausted all reasonable methods to control birds and/or wildlife, this Agreement will become null and void, and CITY will be required to vacate the Premises upon a date specified by the AUTHORITY. Such date to vacate will be reasonably determined and applied. Additionally, CITY will remove the Detention Basins and facilities and reclaim the area to its original condition which existed prior to the Agreement's commencement date, at CITY's expense.

(g) Frequency of maintenance activities:

- i. Bi-annual Inspections: CITY and The AUTHORITY shall meet bi-annually during the term of this Agreement to conduct inspections of the Detention Basins and the Facilities. Such inspections shall be conducted at times which are mutually convenient for both parties. The purposes of the bi-annual inspections are to: (1) determine whether the Facilities are functional and operational; (2) assess the condition of the Premises to ensure CITY has complied with its duties and obligations under the terms of this Agreement, and; (3) to develop a documented plan and scope of any work CITY may be required to perform to comply with CITY's duties and obligations under this Agreement.
 - ii. Inspections after Rain Events: After each rain that exceeds a 5-year event interval measured by CITY at the outlet of each basin, CITY shall inspect the Facilities to evaluate silt/sediment/debris build up within five (5) working days of the event and ensure that the basins drain as designed. CITY will install monitoring devices, such as staging rods, to measure the depth, volume, and frequency of each rain event.
- (h) Requested maintenance. The AUTHORITY may request in writing that CITY perform scheduled or unscheduled maintenance to the Premises or the facilities situated therein. Any problem identified in the AUTHORITY's request will be corrected within five working days or on a mutually agreed to schedule.

- (i) Hazardous materials, spill prevention and cleanup. The AUTHORITY shall be solely responsible for the management, cleanup and remediation of any spills, releases or contamination of a Facility or the Facilities that result from or as a direct or proximate cause of any of its operations. The CITY shall be solely responsible for the management, cleanup and remediation of any spills, releases or contamination of a Facility or the Facilities that result from or as a direct or proximate cause of any of its operations.
- (j) Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended. The Parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the CITY, the AUTHORITY, and/or their respective officers, agents and employees may be controlled and limited by the provisions of 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended.

To the extent that the provisions of this Agreement conflict with the operations and maintenance manual, the provisions of this Agreement shall control.

13. ACCESS. The AUTHORITY hereby grants authority to the CITY to use the surface and to the extent necessary or required the subsurface of 28.367 acres of the AUTHORITY'S property to construct, operate and maintain the Facilities. This authority shall continue until, the AUTHORITY provides written notice to the CITY that the CITY has breached this Agreement. Upon notice or declaration of a breach the CITY shall have 30 working days to remedy the breach.

14. PROJECTS: From time to time there may be projects related to the Detention Basins and Facilities which CITY and the AUTHORITY agree to install cooperatively. Separate agreements for such projects may include this Agreement by reference.

15. OPTION TO PURCHASE: If the Premises become available for purchase, CITY will have the option to purchase the Premises at the then market value. Final determination of availability for purchase and market value will be at the AUTHORITY'S sole discretion.

16. NOTICES. Notices concerning this Agreement shall be made in writing by the CITY to the AUTHORITY at 2828 Walker Field Drive, Suite 301, Grand Junction, CO 81506 and by the AUTHORITY to the CITY at 250 North 5th Street, Grand Junction, Colorado 81501 with a copy to the Office of the CITY Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

17. ENTIRE AGREEMENT/AMENDMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. Alterations, amendments,

changes or modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by the Parties with the same formality as this Agreement.

18. CHOICE OF LAW/CHOICE OF VENUE. This Agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County and Colorado. Any action brought under or arising out of this Agreement shall be brought in the Mesa County District Court or in the United States District Court for the District of Colorado.

19. AUTHORITY. The persons signing this Agreement are authorized to sign and bind the entity for which they sign. The provisions of this Agreement are not mere recitals but are contractual in nature.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the day and year first written above.

WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY:

_____ Date _____

ATTEST: _____ Date _____

CITY OF GRAND JUNCTION:

_____ Date _____

ATTEST: _____ Date _____