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**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
WEDNESDAY, SEPTEMBER 16, 2009, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance

**Presentations**

Annual Buffer Program Update: Margie Latta of Mesa Land Trust will present their Annual Update

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*<sup>®</sup>**

1. **Construction Contract for the Lower No Thoroughfare Trail Connector**

**[Attach 1](#)**

Lower No Thoroughfare Trail is one of the highest priorities for the Riverfront Commission and Urban Trails Committee, as it will provide a much safer and efficient trail connection between the Hwy 340/Broadway trail section and the very popular Monument Road bicycle corridor. Total project cost is estimated to be \$369,754, including approximately \$55,000 for inspection services and Staff time. A GOCO Trails Grant received through Mesa County (\$250,329) and contributions from the Colorado Riverfront Foundation (\$50,000) and Mesa County (\$160,000) will cover the total costs of the project and will be reimbursed to the City.

*\*\*\* Indicates New Item*

*<sup>®</sup> Requires Roll Call Vote*

*Action:* Authorize the City Manager to Sign a Construction Contract with Skyline Contracting Inc., of Grand Junction, Colorado for the Lower No Thoroughfare Canyon Trail Construction Project in the Amount of \$314,674.00

Staff presentation: Tim Moore, Public Works and Planning Director

2. **Amendment to FAA Grant for the Airport to Fund the Aviation Ramp** [Attach 2](#)

AIP-41 is a \$1,750,000.00 Grant for additional funding of the General Aviation Ramp Reconstruction Project at the east end of the ramp. Total funding for this project with this grant is \$11,325,667.00. This grant will complete the funding of this project. The Supplement Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

*Action:* Authorize the Mayor and City Attorney to Sign the Original FAA AIP-41 Grant Documents for General Aviation Ramp Reconstruction at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-41

Presenter name: Rex A. Tippetts, Director of Aviation

3. **Appointment of Council Member Tom Kenyon to Colorado Municipal League Policy Committee** [Attach 3](#)

Resolution No. 79-09— A Resolution Appointing Council Member Tom Kenyon to Represent the City on the Colorado Municipal League Policy Committee

*®Action:* Adopt Resolution No. 79-09

Staff presentation: John Shaver, City Attorney

\*\*\* END OF CONSENT CALENDAR \*\*\*

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\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\*

4. **Tiara Rado Golf Course Irrigation Replacement** [Attach 4](#)

This project will replace the 40 year old irrigation system at Tiara Rado Golf Course that is deteriorating and in some cases beyond repair. This approval request is for the irrigation contractor (\$1,152,776) and material purchase (\$519,904.50) for a total cost of \$1,672,680.50.

The second phase of this project (pond construction and dirtwork) will be bid in October. If approved, the City will realize future cost savings through reduced irrigation repairs, reduced pump repairs and decreased electrical costs. It is also anticipated that one full time position will be reduced at the course (through retirement in 2010) and will not be replaced as a result of the more efficient irrigation system.

*Action: Authorize the City Purchasing Division to Enter into a Construction Contract with Formost Construction, Murrieta, CA in the Amount of \$1,152,776 and Authorize the City Purchasing Division to Purchase the Irrigation Materials from Grand Junction Pipe in the Amount of \$519,904.50*

Staff presentation: Rob Schoeber, Parks and Recreation Director  
Jay Valentine, Assistant Financial Operations Manager

5. **Non-Scheduled Citizens & Visitors**
6. **Other Business**
7. **Adjournment**



Date: September 2, 2009  
 Author: Shawn Cooper  
 Title/ Phone Ext: Parks Planner,  
 #1434  
 Proposed Schedule: Award  
 September 16, 2009  
 2nd Reading  
 (if applicable): \_\_\_\_\_

**Attach 1**  
**Construction Contract for the Lower No**  
**Thoroughfare Trail Connector**  
**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Construction Contract for the Lower No Thoroughfare Trail Connector
<b>File # (if applicable):</b> N/A
<b>Presenters Name &amp; Title:</b> Tim Moore, Public Works and Planning Director

**Executive Summary:**

Lower No Thoroughfare Trail is one of the highest priorities for the Riverfront Commission and Urban Trails Committee, as it will provide a much safer and efficient trail connection between the Hwy 340/Broadway trail section and the very popular Monument Road bicycle corridor. Total project cost is estimated to be \$369,754, including approximately \$55,000 for inspection services and Staff time. A GOCO Trails Grant received through Mesa County (\$250,329) and contributions from the Colorado Riverfront Foundation (\$50,000) and Mesa County (\$160,000) will cover the total costs of the project and will be reimbursed to the City.

**How this item relates to the draft Comprehensive Plan Goals and Policies:**

**Goal 8:** Create attractive public spaces and enhance the visual appeal of the community through quality development.

This trail connector will provide a very attractive natural ‘get away’ from the urban feel of the adjacent trail corridors. The trail will wind through a natural riparian area and cross over the No Thoroughfare Creek a couple of times while winding through the heavily wooded area.

**Goal 9:** Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

The Lower No Thoroughfare Trail is a part of the adopted Urban Trails Master Plan and will help to provide safe and efficient bicycle and pedestrian traffic. It will provide a very important link between the main part of the City and the very popular bicycles areas associated with the Colorado National Monument and Little Park Road. This trail will help to encourage bicycle and pedestrian travel as viable modes of alternative transportation around the community.

**Goal 10:** Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

The Lower No Thoroughfare Trail will feel like a park serving to protect the natural riparian corridor along the creek and thus preserving the open space while providing for a public transportation corridor for bicycles and pedestrians along the trail.

**Action Requested/Recommendation:**

Authorize the City Manager to sign a Construction Contract with **Skyline Contracting Inc.** of Grand Junction, Colorado for the **Lower No Thoroughfare Canyon Trail** construction project in the amount of **\$314,674.00**.

**Board or Committee Recommendation:**

The Colorado Riverfront Commission and the Urban Trails Committee have both stated that this trail construction project is one of their highest priorities for completion and completely support the project.

**Background, Analysis and Options:**

Bids were received on September 1, 2009 from the following:

Skyline Contracting	Grand Junction	\$314,674.00
G&G Paving	Grand Junction	\$326,160.60
PNCI Construction	Grand Junction	\$331,259.63
Gary Rinderle Const.	Grand Junction	\$344,316.00
MA Concrete Construction	Grand Junction	\$361,981.00
Vostatek Construction	Grand Junction	\$374,992.24
BPS Concrete Inc.	Grand Junction	\$396,353.62
Vista Paving Corp.	Grand Junction	\$406,099.70
Engineer's Estimate		\$469,380.00

Skyline Contracting is a Grand Junction based company having been at their present location for the last 18 years and currently employing 35 people. Skyline also has a history of successfully performing City civil projects since 1998. All of the supplies and materials for this project will be received from west slope companies, four from Grand Junction and one from Glenwood Springs. Staff has no reservations regarding Skyline Contracting's qualifications or capability to complete this project.

This trail segment is a short but critical link between the Colorado Riverfront Trail and the Monument Road trail corridor that leads to the BLM's Lunch Loop Trails and Tabeguache Trail and to the Colorado National Monument. Less than 2,400 feet in length, it provides safe passage from Monument Road – recently widened to safely accommodate bike and foot traffic – and the Riverfront Trail crossing at the Highway 340 Bridge over the Colorado River.

The Lower No Thoroughfare Trail is designed for pedestrians and cyclists but can also accommodate skateboarders and inline skaters. Motorized use will not be permitted. Because of the proximity of the trail to downtown Grand Junction, it is expected to attract commuting cyclists as well as recreationists. Total use is estimated at 33,280 visits annually.

**Financial Impact/Budget:**

This project is being funded initially by the City of Grand Junction with reimbursements from the Riverfront Foundation in the amount of \$50,000, a GOCO Trails grant received by Mesa County in the amount of \$250,329 and Mesa County funds in the amount of \$160,000. The reimbursements will cover the cost of the project.

**Legal issues:**

The adjacent owners, Sharon and Carl Pellam, dispute the City's ownership of the land on which the trail will be constructed. City property and legal staff have met with the Pellam's and will continue to do so until the dispute is resolved. City staff is confident of the City's ownership/rights to construct the trail where planned.

**Other issues:**

N/A

**Previously presented or discussed:**

June 4, 2008 - Intergovernmental Agreement defining the conditions of a project for the construction of riverfront trail by the City of Grand Junction and being reimbursed by Mesa County with a Great Outdoors Colorado Grant.

**Attachments:**

1. Location map





Date: September 9, 2009  
 Author: Eddie F. Storer  
 Title/ Phone Ext: Construction  
Manager 970-248-8595  
 Proposed Schedule: \_\_\_\_\_  
September 16, 2009  
 Consent Agenda  
 (if applicable): \_\_\_\_\_

**Attach 2**  
**Amendment to FAA Grant for the Airport to**  
**Fund the Aviation Ramp**  
**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Federal Aviation Administration Airport Improvement Program Grant (AIP-41) at the Grand Junction Regional Airport. Supplemental Co-sponsorship Agreement
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Rex A. Tippetts, Director of Aviation

**Executive Summary:** AIP-41 is a \$1,750,000.00 Grant for additional funding of the General Aviation Ramp Reconstruction Project at the east end of the ramp. Total funding for this project with this grant is \$11,325,667.00. This grant will complete the funding of this project. The Supplement Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

**How this item relates to the draft Comprehensive Plan Goals and Policies:**  
 This grant acceptance will support the Council’s Goal # 9 by enhancing and maintaining the air transportation system within the region.

**Action Requested/Recommendation:** Authorize the Mayor and City Attorney to sign the original FAA AIP-41 Grant Documents for General Aviation Ramp Reconstruction at the Grand Junction Regional Airport and authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-41.

**Board or Committee Recommendation:**

The Grand Junction Regional Airport Authority will accept AIP-41 at their September, 2009 meeting.

**Background, Analysis and Options:**

The benefit of AIP-39 and AIP-41 is to replace the General Aviation concrete ramp that is crumbling due to Alkali Silica Reaction and will provide for the parking of heavier aircraft in that area.

**Financial Impact/Budget:**

No funds are being requested of the City of Grand Junction.



**Legal issues:**

Standard review by the City Attorney.

**Other issues:**

None.

**Previously presented or discussed:**

Yes, Council approved this project on August 17, 2009 at a lower value of \$666,809.00.

**Attachments:**

1. Draft Grant Agreement for AIP-41.
2. Supplemental Co-sponsorship Agreement.

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U.S. Department  
of Transportation

## GRANT AGREEMENT

Federal Aviation  
Administration

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### Part I - Offer

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**Date of Offer:** September XX, 2009  
**Airport:** Grand Junction Regional  
**Project Number:** 3-08-0027-41  
**Contract Number:** DOT-FA09NM-11XX  
**DUNS Number:** 156135394

**To:** City of Grand Junction, the County of Mesa and the Grand Junction Regional Airport Authority, Colorado (herein called the "Sponsor")

**From:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**Whereas**, the Sponsor has submitted to the FAA a Project Application dated September XX, 2009 for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, 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 the Airport (herein called the "Project") consisting of the following:

**General Aviation Apron (ramp) Reconstruction/Rehabilitation,**

all as more particularly described in the Project Application.

FAA Form 5100-37 (7/90)

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**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", 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 compliance with the assurances and conditions 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, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**Conditions**

1. The maximum obligation of the United States payable under this offer shall be \$1,750,000.00. For the purpose of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  

\$-0- for planning  
\$1,750,000.00 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. 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 XX, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which

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Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

**Special Conditions**

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 21, 2007, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;

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- b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.
13. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority, the City of Grand Junction, Colorado, and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
14. **TRAFFICKING IN PERSONS:**
- a. Provisions applicable to a recipient that is a private entity.**
    - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
  - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**
    - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
  - c. Provisions applicable to any recipient.**
    - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

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3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions. For purposes of this award term:**

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

\_\_\_\_\_  
Manager, Denver Airports District Office

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## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009.

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FAA Form 5100-37 (7/90)

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Signature of Sponsor's Attorney

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## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COUNTY OF MESA, COLORADO

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of Sponsor's Attorney



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## Part II - Acceptance

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY, COLORADO**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Certificate of Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of Sponsor's Attorney

## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

### **RECITALS**

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-41 ("Project").

D. The FAA is willing to provide approximately \$1,750,000.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the

City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By \_\_\_\_\_  
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
City Manager

**Attach 3**

**Appointment of Council Member Tom Kenyon to Colorado Municipal League Policy Committee**

**RESOLUTION NO. \_\_\_\_\_-09**

**A RESOLUTION APPOINTING  
COUNCIL MEMBER TOM KENYON TO REPRESENT THE CITY  
ON THE COLORADO MUNICIPAL LEAGUE POLICY COMMITTEE**

Recitals:

Through various boards, committees, commissions and organizations the citizens of the City have a longstanding tradition of service to the community. The City Council by and through its participation thereon and therewith is no exception. Local, state and national service on boards, committees and commissions regularly and genuinely benefits the citizens of the City. The City's involvement with the Colorado Municipal League is no exception.

In order to continue to receive the benefits from service on boards, committees and commissions the City Council annually or at convenient intervals designates certain Council members to serve on various boards, committees and commissions. The City Council has determined that representation of the City of Grand Junction on the Colorado Municipal League (CML) Policy Committee would be beneficial for the City and therefore the Council by this resolution appoints Councilmember Tom Kenyon to that committee.

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

Councilmember Tom Kenyon has volunteered to serve on the CML Policy Committee and by this resolution the City Council does hereby accept the nomination and appointment of Tom Kenyon to the CML Policy Committee.

The City Council thanks Councilmember Kenyon for his service to the City.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Bruce Hill  
President of the City Council

ATTEST:

\_\_\_\_\_  
Stephanie Tuin  
City Clerk



Date: 9/1/09

Author: Scott Hockins

Title/ Phone Ext: Purchasing

Supervisor/1484 \_\_\_\_\_

Proposed Schedule: 9/16/09

\_\_\_\_\_

2nd Reading

(if applicable): \_\_\_\_\_

**Attach 4**  
**Tiara Rado Golf Course irrigation Replacement**  
**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Tiara Rado Golf Course Irrigation Replacement
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Rob Schoeber, Parks & Recreation Director Jay Valentine, Assistant Financial Operations Manager

**Executive Summary:**

This project will replace the 40 year old irrigation system at Tiara Rado Golf Course that is deteriorating and in some cases beyond repair. This approval request is for the irrigation contractor (\$1,152,776) and material purchase (\$519,904.50) for a total cost of \$1,672,680.50.

The second phase of this project (pond construction and dirtwork) will be bid in October. If approved, the City will realize future cost savings through reduced irrigation repairs, reduced pump repairs and decreased electrical costs. It is also anticipated that one full time position will be reduced at the course (through retirement in 2010) and will not be replaced as a result of the more efficient irrigation system.

**How this item relates to the draft Comprehensive Plan Goals and Policies:**

**Goal 8:** Create attractive public spaces and enhance the visual appeal of the community through quality development.

The project will improve the course health and playing conditions on the City's 18- hole golf course, while conserving power and water.

**Goal 10:** Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

This new irrigation system will conserve water and power, and the new ponds will improve the wildlife habitat.

**Action Requested/Recommendation:**

Authorize the City Purchasing Division to Enter into a Construction Contract with Formost Construction, Murrieta, CA in the Amount of \$1,152,776 and Authorize the City Purchasing Division to Purchase the Irrigation Materials from Grand Junction Pipe in the Amount of \$519,904.50.

The system will be a Rain Bird irrigation system provided by locally owned Grand Junction Pipe. Grand Junction Pipe is western Colorado's only authorized commercial Rain Bird distributor. The City will realize savings by purchasing the materials directly through the supplier and avoiding the contractor's mark-up.

**Board or Committee Recommendation:**

This project has recently been reviewed by the City Property Committee and approved for further Council action.

**Financial Impact/Budget:**

The Golf fund will borrow money from the City's Investment Portfolio. Proceeds of the loan will cover the entire project and will be repaid with interest to the portfolio through golf course revenues.

**Background, Analysis and Options:**

A quality irrigation system is the most vital piece of infrastructure for sustaining useable golf turf. Quality golf turf is what keeps the golfers coming back to a golf course. For most golfers, a well maintained golf course trumps all other aspects of the facility in deciding to play a course again.

The irrigation system at Tiara Rado is approaching 40 years old and is showing its age. When the present system was installed it had an expected useful life of 20-25 years, and there are significant issues in three areas: (1) Obsolete equipment, (2) Inefficient pumping system, (3) Inadequate water storage.

The intent of this project is to rectify all three weak areas of the Tiara Rado irrigation system. A significant power savings (at least 30%) can be expected since the current pump stations only average 35% efficiency.

There will be three large and two small irrigation storage ponds constructed. These ponds will be located on the back-nine providing about 7 days of water storage. They will be lined to increase water storage retention in the fall as well as in the early spring. The spoils from pond construction will be used to improve other golf course features such as greens, tees and fairways.

If approved, construction will commence laying the mainline in October and possibly some laterals on the front nine, while pond construction is expected to start in November. Due to the use of heavy equipment, the back nine will need to be closed to



golf until sometime in April. These winter months are the slowest period of time for golf course play. The front-nine will be open to play during the entire construction period. A totally complete project should be expected by mid-June.

Recently, the Vail Golf Club saved \$500,000 on a similar project due to a favorable bidding climate.

City Staff interviewed three golf course irrigation specialists were then prequalified through the project's architect. The following proposals were received and evaluated:

<b>Contractor</b>	<b>City/State</b>	<b>Dollar Amount</b>
Formost Construction Company	Murrieta, CA	\$1,152,776
Landscapes Unlimited, LLC	Lincoln, NE	\$1,249,000
Tanto Irrigation	Elmsford, NY	\$1,935,000

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

N/A