

Grand Junction Regional Airport Authority



Date: June 18, 2024

Location:

GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DRIVE
GRAND JUNCTION, CO 81506
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

or

Electronic Meeting

Link: <https://us02web.zoom.us/j/81643708297?pwd=L0VBeTEzV0RuSVc1c25wS1Rha1RSZz09>

Time: 11:30 AM

REGULAR MEETING AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

VI. Consent Agenda

- A. [May 14, 2024 Meeting Minutes](#) 1
 - Approve the May 14, 2024 Board Meeting Minutes.

June 18, 2024

- B. [Employee Handbook Revisions](#) 2
- Approve Employee Handbook revision making new employees eligible for health benefits the first day of the month after completing thirty (30) days of employment.

VII. Action

- A. [Resolution No. 2024-03 – Resolution Concerning Execution of Documents Pertaining to Bank Accounts](#) 3
- Adopt Resolution No. 2024-03: Resolution Concerning Execution of Documents Pertaining to Bank Accounts to update banking access and permissions.
- B. [Revised 2024 Pavement Construction AIP Grant Applications](#) 4
- Approve amendment to AIP Grant Application for Construction of the Runway Pavement, Subbase Schedules 1 and 2 and authorize the Executive Director to sign and submit application to the Federal Aviation Administration.
- C. [Revised AIG Passenger Boarding Bridge Grant Applications](#) 5
- Approve amendment to AIG Grant Application for Passenger Boarding Bridges and authorize the Executive Director to sign and submit application to the Federal Aviation Administration.
- D. [Acceptance of Airport Infrastructure Grant Agreement for Passenger Boarding Bridge Improvements](#) 6
- Approve FAA Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024, Improve Terminal Building (2 Loading Bridges), in an amount not to exceed \$3,743,000 and the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County and authorize the Board Chair and Executive Director to sign.
- E. [Notice of Award and Contract Approval to FCI Constructors for Passenger Boarding Bridge Improvements](#) 7
- Approve the Notice of Award, Contract and Notice to Procure for Passenger Boarding Bridge Improvements to FCI Constructors for a maximum contract amount of \$3,940,714 upon receipt of the final Airport Infrastructure Grant Agreement and authorize the Executive Director to sign.

VIII. Discussion

- A. Leakage Study Presentation - Harrison Earl, CMT

IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. [Finance and Activity Report \(Jennifer Kroeker\)](#) 8
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Ben Peck)
- E. CIP Update (Colin Bible)

X. Any other business which may come before the Board

XI. Adjournment

June 18, 2024



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
May 14, 2024

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on May 14, 2024 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

<p><u>Commissioners Present:</u></p> <p>Tom Benton (Chairman) Linde Marshall (Vice Chairman) Thaddeus Shrader Chris West Lee Kleinman Cody Kennedy</p> <p><u>Airport Staff:</u></p> <p>Angela Padalecki (Executive Director) Dan Reimer (Counsel) Dylan Heberlein Kristina Warren Ben Peck Cameron Reece (Clerk) Dylan Peterson Heather Portenier</p>	<p><u>Guests:</u></p> <p>Jeremy Lee, Mead and Hunt Brad Rolf, Mead and Hunt Colin Bible, Garver Josie Hyde, Gensler Rebekah Wagoner, Gensler Tommy Hayes, BLM Barbra Burns-Fink, BLM Jennifer Walker, HUB International Telisha Marshall, HUB International Roger Knobloch, Garver Denis Godfrey, GA</p>
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II. Pledge of Allegiance

III. Approval of Agenda

Commissioner West made a motion to approve the May 14, 2024 Board Agenda. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Commissioners did a brief introduction of themselves for the benefit of the new commissioners on the board.

V. Citizen Comments

No Citizen Comments were made.

VI. Consent Agenda

Commissioner Benton asked for Item C. to be separated from the Consent Agenda due to a citizen comment.

A. April 16, 2024 Meeting Minutes

Approve the April 16, 2024 Board Meeting Minutes.

B. Airport Insurance Policy Renewal

Approve the renewal of property and casualty insurance brokered by HUB International for the period June 1, 2024 – May 31, 2025.

Commissioner Marshall made a motion to approve Items A. and B. on the Consent Agenda. Commissioner West seconded the motion. Voice Vote: All Ayes; motion carries.

C. Agreement for the Mutual Use of Surveillance Cameras with the City of Grand Junction Police Department

Approve Agreement for the Mutual Use of Project Nola Surveillance Cameras with the Grand Junction Police Department and authorize the Executive Director to sign

There was discussion on Item C. - Commissioner Kleinman asked questions concerning data usage as well as indemnity and other risks. Commissioner Kennedy and Legal Counsel weighed in on the comments. Please listen to the recording for more details.

Denis Godfrey, made a comment regarding his concerns with Item C. and asked questions including but not limited to; there is no need stated in AIS by staff, have other NOLA cameras been installed at airports, has legal counsel been consulted, has TSA been consulted and approved NOLA as a vendor, will airport tenants be notified, and is the video open to CORA? Commissioner Benton asked Legal counsel to weigh in on some of the comments. Legal counsel discussed and advised Commissioners of the use of the cameras. Commissioner Kennedy also weighed in with his expertise on the camera program. Please listen to the recording for more details.

Commissioner Kennedy made a motion to approve Item C. on the Consent Agenda. Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carries.

VII. Action

A. Bureau of Land Management Lease Amendment

Approve Lease Amendment with Bureau of Land Management and authorize Executive Director to sign.

Commissioner West made a motion to Approve the BLM lease amendment and authorize the Executive Director to sign. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries.

B. Gensler Scope of Work

Approve Gensler Scope of Work the amount of \$144,750 to develop a guiding visioning document and authorize the Executive Director to sign.

Commissioner Kennedy made a motion to Approve the Gensler Scope of Work in the amount of \$144,750 to develop a guiding visioning document and authorize the Executive Director to sign. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

C. CDOT Division of Aeronautics Grant 24-GJT-01

Approve CDOT Grant Agreement 24-GJT-01 for \$425,000 for AIP and BIL grants and authorize the Executive Director to sign

Commissioner Marshall made a motion to CDOT Grant Agreement 24-GJT-01 for \$425,000 for AIP and BIL grants and authorize the Executive Director to sign, Commissioner West seconded the motion. Voice Vote: All Ayes; motion carries.

D. CDOT Division of Aeronautics Grant 24-GJT-02

Approve CDOT Grant Agreement 24-GJT-02 for \$900,000 for Aircraft Rescue Fire Fighting (ARFF) Truck Replacement and authorize the Executive Director to sign.

Commissioner West made a motion to CDOT Grant Agreement 24-GJT-02 for \$900,000 for Aircraft Rescue Fire Fighting (ARFF) Truck Replacement and authorize the Executive Director to sign, Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner Benton and Executive Director Padalecki, recognized Drew Armstrong for his years of effort on the Finance and Audit Committee and gifted him an engraved propeller.

VIII. Staff Reports

- A. Legal Update (Dan Reimer)
- B. Executive Director Report (Angela Padalecki)

IX. Any other business which may come before the Board

Commissioner Benton appointed Commissioner Kleinman to the Finance and Audit Committee as well as Dan Meyer.

X. Adjournment

The meeting adjourned at approximately 1:10pm

*Audio recording of the complete meeting can be found at
[https://qjairport.com/Board Meetings](https://qjairport.com/Board_Meetings)*

Tom Benton, Board Chairman

ATTEST:

Cameron Reece, Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPICS:	Employee Handbook Revisions		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve employee handbook revision making new employees eligible for health benefits the first day of the month after completing thirty (30) days of employment.		
SUMMARY:	<p>Currently, new employees become eligible for health benefits on the first day of the month following sixty (60) days of employment. Staff recommends new employees become eligible on the first day of the month following thirty (30) days of employment.</p> <p>Eligibility after 30 days better aligns with policies at other employers and will make it easier for new employees to maintain coverage when they change employers and start working for the Airport. This change applies to: medical, dental, vision, and Long-Term Disability insurance; Employee Assistance Program (EAP); and Health Savings Account (HSA) and Flexible Spending Account (FSA).</p> <p>Airport insurance providers were consulted and permission was granted to make this eligibility change while in the middle of the plan year.</p>		
REVIEWED BY:	HR Legal Counsel - Michael Santo, Executive Director		
FISCAL IMPACT:	Small additional cost associated with new employees becoming eligible for health insurance 30 days earlier than they presently do.		
ATTACHMENTS:	Revised Employee Handbook (Changes are highlighted on pages 23, 24 &25)		
STAFF CONTACTS:	Jennifer Kroeker Finance & HR Manager Email: jkroeker@gairport.com Office: (970) 248-8581		

EMPLOYEE HANDBOOK



Adopted: May 2015

Revised: June 2024

EMPLOYEE HANDBOOK

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IMPORTANT NOTICE

The Employee Handbook (“Handbook”) is designed to acquaint you with the Grand Junction Regional Airport Authority (“Airport”) and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this Handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of “employment contract.” The Airport can prospectively add to, change, delete or modify policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

NOTHING IN THIS HANDBOOK OR ANY OTHER POLICY, PROCEDURE, PRACTICE, OR BENEFIT IS INTENDED TO CREATE AN EXPRESSED OR IMPLIED CONTRACT, GUARANTEE, PROMISE, OR COVENANT OF ANY KIND. EMPLOYMENT WITH THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY IS AT WILL, MEANING IT MAY BE TERMINATED BY THE EMPLOYEE OR THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AT ANY TIME WITHOUT NOTICE, CAUSE, OR ANY SPECIFIC DISCIPLINARY PROCEDURES.

Because the Airport is a growing, changing organization, the Airport reserves the right to add to, modify, or delete provisions of this Handbook or any other policy, procedure, practice, or benefit at any time without advance notice. For this reason, employees should check with Human Resources to obtain current information regarding the status of any policy, procedure, or practice.

No one other than the Airport Authority Board of Commissioners has the authority to alter the at-will relationship, to enter into an employment agreement, or to make any agreement contrary to this Handbook or Airport policy. Any such agreement must be in writing and signed by the Airport Authority Board of Commissioners Chairman. Your status as an “at-will” employee may not be changed except in writing signed by you and the Chairman of the Grand Junction Regional Airport Authority. This Handbook shall supersede all prior Handbooks, written documents, or oral representations that contradict the at-will nature of your employment.

About the Grand Junction Regional Airport

History

The Airport opened in 1930 as Grand Junction Municipal Airport. In 1942, it was renamed Walker Field for Walter Walker, a former publisher of The Daily Sentinel newspaper, who obtained funds and business support for the Airport. On May 15, 2007, the Airport was renamed Grand Junction Regional Airport.

The Airport covers 2,357 acres at an elevation of 4,858 feet. The Airport has two asphalt runways: runway 11/29 is 10,501 by 150 feet and runway 4/22 is 5,502 by 75 feet.

The first airliners into the Airport were Monarch Douglas DC-3s in 1946-47. Until the 1980's Grand Junction Regional Airport was the only Colorado airport west of Denver to offer jet service.

Mission

Provide safe, reliable, and sustainable aviation facilities to promote economic growth and a high quality of life in the region.

Vision

Enable vibrant regional growth and make western Colorado accessible to the world.

Core Values

- Service: We work hard with a positive attitude, honored and eager to serve our communities and our guests.
- Integrity: We are transparent, honest, admit mistakes, and keep the long-term interest of the airport at the forefront.
- Teamwork: Through efficient, respectful collaboration we work together to get results. We trust one another, are accountable for our actions, and communicate openly.
- Balance: We are dedicated to our work and honor our personal lives to optimize productivity and have fun.
- Ambition: We set and achieve big goals, we challenge the status quo, and we strive to improve every day.

Let's Communicate

Employee Relations Philosophy

The Airport is dedicated to continuing what we believe to be an excellent employee relations program. The Airport will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. The Airport will continue to look to you for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and employee relations.

If You Have a Problem

If you have any questions concerning your job or this handbook, or if you encounter any work-related problems, we encourage you to discuss your questions or problems with us. We cannot address any of your questions, concerns, or problems unless we know about them.

If you have a problem, please talk with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor or if you feel your immediate supervisor cannot or has not satisfactorily resolved the problem, contact Human Resources. If you have a complaint of harassment, discrimination, retaliation, or request for accommodation, please refer to the Equal Employment Opportunity Policy, the Policy Against Harassment, or speak directly to Human Resources. If you still feel the need to speak to other members of management, we encourage you to contact the Executive Director, or the Airport Authority Board Chairman.

All Airport staff are responsible for the prevention and detection of fraud, misappropriations, and other inappropriate conduct. Reporting options are as follows: (1) to Legal Counsel via the Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442) or (2) via written or verbal notice to your supervisor or the Executive Director.

The Airport takes all concerns and problems that are brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

Fraud Prevention and Whistleblower Protection

The Grand Junction Regional Airport Authority is committed to the highest standards of moral and ethical behavior by its employees and Board Members. The Airport has established a policy to discourage and prevent dishonest acts and/or fraudulent activity, and to advise employees and Board Members of their responsibility to report suspected fraudulent activity.

Please refer the Policy for more detailed information. As part of its Fraud Prevention and Whistleblower Protection Policy, employees may make complaints to the Airport's

Whistleblower Hotline. The telephone number for the Whistleblower Hotline is posted in employee break areas, and employees may leave concerns or complaints on an anonymous basis.

Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442)

What You Can Expect from Us

Orientation

Following your acceptance of employment, your assigned supervisor will discuss job duties and responsibilities, and you may be issued personal protective equipment. A copy of this Handbook will be available for you to read, review, and keep.

After reviewing the Handbook, you must sign the acknowledgement form at the end of the Handbook indicating your understanding of the information contained in the Handbook. This Statement will then be signed by your supervisor and returned to Human Resources. This signed acknowledgement form will become part of your personnel file.

Equal Employment Opportunity

The Airport is committed to providing equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to disability, race, creed, color, sex, sexual orientation, gender identity or expression, hair, religion, age, national origin, ancestry, military or veteran status, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Equal Pay Policy

The Airport will not pay an employee a wage rate that is less than the wage rate paid to another Airport employee of different sex, race, or other protected status for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training or experience to the extent that they are reasonably related to the work in question; or travel if the travel is a regular and necessary condition of the work performed. An employee who believes their

compensation does not comply with this policy should follow the Complaint Procedure below.

The Airport will not seek the wage rate history of a prospective employee or require disclosure of wage rate as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective employee for failing to disclose the employee's wage rate history; discharge or retaliate against an employee for actions by an employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

Requests for Accommodation

The Grand Junction Regional Airport is also committed to complying with the laws protecting qualified individuals with disabilities. The Airport will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Airport and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify Human Resources. Once the Airport is aware of the need for an accommodation, we will engage in an interactive process to identify possible accommodations that will enable you to perform the essential functions of the job.

Grand Junction Regional Airport will also reasonably accommodate employees for health conditions related to pregnancy or the physical recovery from childbirth, if the employee requests the reasonable accommodation, so long as the accommodation does not impose an undue hardship on the Grand Junction Regional Airport. Grand Junction Regional Airport may require the employee or applicant to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

Grand Junction Regional Airport will also reasonably accommodate nursing mothers by providing a private space to express milk that is near their work location and is not a toilet stall in a restroom. Nursing mothers may use their regularly scheduled meal and rest breaks to express milk. In the event an employee needs additional time to express milk, the employee and supervisor will agree upon a plan which may include the employee taking unpaid breaks or using paid leave, arriving at work earlier or leaving later.

If you believe that you have been treated in a manner that does not comply with these policies, please notify the Airport immediately, by speaking to Human Resources, your supervisor, or the Executive Director. The Airport takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Policy against Unlawful Harassment, Discrimination and Retaliation

The Grand Junction Regional Airport is committed to providing a work environment that is free of unlawful harassment and unlawful discrimination. In furtherance of this commitment, the Airport strictly prohibits all forms of unlawful harassment or discrimination based on physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry or any other protected status in accordance with all applicable Federal, State and local laws. The Airport recognizes that discrimination can be the result of intentional behavior or when a policy or practice has a disparate impact on a protected class without justification for a principled reason.

The Airport's policy against unlawful harassment and unlawful discrimination applies to all employees of the Airport. The Airport prohibits managers, supervisors and employees from harassing or discriminating against co-workers as well as the Airport's customers, vendors, suppliers, independent contractors, and others doing business with the Airport. In addition, the Airport prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Airport from harassing or discriminating against our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Discrimination & Harassment Prohibition

1. **Equal Employment Opportunity.** There shall be no unlawful discrimination or harassment against Employees, domestic workers, applicants for employment because of hair, race or color, religion or creed, sex or gender, gender identity or gender expression, national origin or ancestry, age, sexual orientation, pregnancy, physical or mental disability, military status, genetic information, or other protected status. Equal employment opportunity, as required by law, shall apply to all personnel actions including, but not limited to recruitment, hiring, upgrading, promotion, demotion, layoff, or termination
2. **"Age"** as used above refers to the age group 40 years of age and above.
3. **Hair and Race.** The term "race" includes, but is not limited to, hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, such as but not limited to braids, locks, twists, tight coils or curls, cornrows, Bantu knots, Afros, and/or headwraps.

4. **Sex, Gender Identity, Gender Expression, and Sexual Orientation.** Sex and gender discrimination includes unlawful discrimination on the bases of sex, gender identity, gender expression, pregnancy, or sexual orientation. Colorado law defines “sexual orientation” as “an individual’s identity, or another individual’s perception thereof, in relation to the gender or genders to which the individual is sexually or emotionally attracted and the behavior or social affiliation that may result from the attraction.” Colorado law defines “gender expression” as “an individual’s way of reflecting and expressing the individual’s gender to the outside world, typically demonstrated through appearance, dress, and behavior.” Finally, “gender identity” means “an individual’s innate sense of the individual’s own gender, which may or may not correspond with the individual’s sex assigned at birth.”
5. **“Genetic Information.”** Genetic information includes: 1) information about a person’s genetic tests; 2) information about the genetic tests of that person’s family members; 3) a person’s family medical history (i.e., the manifestation of a disease or disorder in a person’s family members, often used to determine if a person has an increased risk of getting a disorder, disease or condition in the future); 4) a person’s request for, and receipt of, genetic services; 5) a person’s participation in clinical research that includes genetic services (or the person’s family members participation); 6) the genetic information of a fetus carried by a person or a family member of the person; 7) the genetic information of an embryo legally held by a person or a family member using assisted reproductive technology.
6. **Accommodations for Pregnancy and Pregnancy-Related Conditions.** The Airport will provide reasonable accommodations to an applicant for employment, or an Employee, because of pregnancy, health conditions related to pregnancy or physical recovery from childbirth, absent an undue hardship on the Airport. And the Airport will not deny employment opportunities because of its need to make pregnancy-related reasonable accommodations. The Airport will not force an applicant or Employee affected by pregnancy-related conditions to accept an accommodation that she has not requested or that is unnecessary to perform the essential function of her job. Similarly, the Airport will not require a pregnant Employee to take leave if there is another reasonable accommodation that may be provided.
7. **“Sexual Harassment”** occurs when an Employee is subjected to **unwelcome conduct based on sex or gender that is severe or pervasive** and: (1) which conduct is either an explicit or implicit condition of an individual’s employment; (2) submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting the individual, e.g. salary increases; (3) or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment. Unprofessional conduct may rise to the level of sexual harassment if it is unwelcome, based on sex, and severe or pervasive. Unprofessional conduct

includes, but is not limited to, unwelcome sexual advances or propositioning, jokes of a sexual nature, unwelcome sexual comments about someone's clothing or appearance, intimate stories about one's sex life, sexually explicit photographs or drawings, unwelcome touching of a sexual nature, and adverse treatment based on gender. Unprofessional conduct may result in discipline or termination, regardless of whether it rises to the level of unlawful sexual harassment.

8. **Harassment Based on a Protected Classification.** Conduct on the basis of any protected status listed above is unlawful where it is unwelcome, severe or pervasive, and unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. Slurs, derogatory statements or demeaning treatment, jokes and stereotyping based on protected status are unprofessional and may result in discipline or termination, regardless of whether they rise to the level of unlawful harassment.
9. **Treat Unwelcome Conduct as Unwelcome.** If you find someone's conduct sexually harassing, or harassing on another protected basis, do not encourage that person to continue by indicating that you like or approve of the conduct. Do not reciprocate by engaging in similar conduct. For example, don't tell jokes that you wouldn't want someone to tell you; don't hug others if you don't want them to hug you.
10. **Disability and Religious Accommodation.** The Airport will make reasonable accommodation for qualified individuals with known disabilities in accordance with the Americans with Disabilities Act (ADA) and Employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to the Airport or create a direct threat to the Employee or others. Requests for reasonable accommodation must be directed to one or more of your supervisor or Human Resources Department. It is the Employees responsibility to notify the Airport of any accommodation the Employee believes is required to allow the Employee to be able to perform his or her job.
11. **Non-Employees.** Employees shall not in the course or scope of their employment, unlawfully discriminate against, or harass, or engage in unprofessional conduct toward non-Employees based on the non-Employee's race or color, religion or creed, sex or gender, sexual orientation, national origin or ancestry, age of 40 or over, physical or mental disability, genetic information, military or other protected status. Such conduct may result in discipline or termination.
12. **Reporting Discrimination or Harassment.** Any Employee who is subjected to or who observes conduct that the Employee honestly believes is in violation of the Airport's Discrimination and Harassment policy must immediately report it to their supervisor, or Human Resources. This includes conduct by co-workers,

supervisors, officers or directors, agents, clients, suppliers, or others encountered during the course and scope of your employment. It is the Airport's desire to maintain a professional working environment and to prevent any unlawful discrimination or harassment in employment.

Employees are strongly advised that they should not quit employment because of conduct that violates this policy rather than reporting such conduct. Please give the Airport a reasonable opportunity to investigate and correct any violations of this policy. Upon receiving a report of conduct that may violate this policy, the Airport will investigate the circumstances and take appropriate action in a reasonable and timely manner. Because of the need to investigate and act, the Airport cannot promise confidentiality regarding a reported violation of this policy. The Airport will, however, do its best to keep the Employee's claim confidential, but no guarantee can be made the Airport will be able to do so.

13. **Discipline/Termination.** An Employee engaging in any unlawful discrimination or harassment against another Employee shall be subject to disciplinary action that may include termination of employment, demotion, or suspension, or whatever disciplinary action the Airport deems appropriate under the circumstances. Employees may be disciplined or terminated for unprofessional conduct in violation of this policy, even if the conduct is not so severe or pervasive that it is unlawful conduct.
14. **Equal Pay for Equal Work.** The Airport will not unlawfully discriminate between Employees on the basis of sex, sexual orientation, gender identity, or gender expression (hereinafter collectively referred to as "sex"), including by paying an Employee of one sex a wage rate less than the rate paid to an Employee of a different sex for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training, or experience to the extent that they are reasonably related to the work in question; or travel, if the travel is a regular and necessary condition of the work performed. Accordingly, if you believe that your compensation does not comply with this requirement, please contact Human Resources. Further, the Airport will not seek the wage rate history of a prospective Employee or require disclosure of wage rate or prior benefit information as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective Employee for failing to disclose the Employee's wage rate history; discharge or retaliate against an Employee for actions by an Employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an Employee for inquiring about, disclosing, or discussing the Employee's wage rate. Finally, the Airport also identifies that it will announce to all Employees employment advancement opportunities and job openings and the pay range for the openings to the extent required by Colorado law.

15. **Cooperation/No Retaliation.** Employees must cooperate fully during an investigation and must provide the investigator with honest and complete responses. No Employee shall be retaliated against for making a report of conduct that the Employee honestly and reasonably believes is in violation of this policy or the law, or for participating in an investigation of such conduct. Any retaliatory conduct against the Employee must be reported using the above procedure for reporting discrimination and harassment. The Airport will investigate the circumstances and take appropriate action.

Examples of What Constitutes Prohibited Harassment

In addition to the conduct listed above, the Airport strictly prohibits harassment concerning race, creed, color, and religion, national origin, disability, health conditions related to pregnancy or the physical recovery from childbirth, age, sexual orientation, military, or veteran's status, genetic information, or any other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning any of these protected characteristics includes:

- slurs, epithets, and any other offensive remarks.
- threats, intimidation, and other menacing behavior.
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or Human Resources.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments, and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

Examples of What Constitutes Prohibited Discrimination

Examples of prohibited types of discrimination based on physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, race, creed, color, sex, sexual orientation, religion, age, national origin, military or veteran's status or any other protected characteristic include, but are not limited to the following:

- denying employment opportunities to an applicant because of their appearance or accent.

- distinctions in the quality, quantity, or way a benefit or service is provided.
 - segregation or separate treatment.
 - restriction in the enjoyment of any advantages, privileges, or other benefits provided.
 - failure to adequately advise eligible employees of the existence of services or benefits.
- use of criteria or methods of administration that would defeat or substantially impair the accomplishment of program objectives or would more heavily affect members of a protected group.

Complaints of harassment or discrimination which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Airport prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment or discrimination which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Public Health Emergency Whistleblower Policy

The Airport encourages employees to express concerns about safety in the workplace to their immediate Supervisor or Human Resources. In accordance with C.R.S. 8-14.4-101, et seq., the Airport prohibits discrimination or retaliation against an employee who, during a public health emergency, (a) raises reasonable concerns about, (b) opposes, or (c) testifies, assists or participates in a hearing about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency. The protections in this policy do not apply to an employee who discloses information he/she knows to be false or with reckless disregard for the truth or falsity of the information.

Employees are permitted to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the PPE provides more protection than equipment provided by the Airport; is recommended by a government health agency; and does not make the employee unable to do their job. The Airport will not discriminate or retaliate against an employee for wearing their own PPE in accordance with this policy.

An employee who believes the Airport has violated this policy should submit a written complaint pursuant to the Complaint Procedure for Reporting Unlawful Harassment or Discrimination.

Immigration Compliance

As a condition of employment and in compliance with Federal and Colorado law, each new employee must complete an I-9 Form and a Colorado Affirmation of Work Status form and present documents that establish identity and employment eligibility. Identity can be established by providing a current State-issued driver's license, a State-issued

identification card, or similar document such as school identification with photograph, voter's registration card, or military service record. An employment eligibility document is a Social Security card, a birth certificate, or an immigration document. You will not be allowed to continue employment until you provide proper documentation.

Application Information

The Grand Junction Regional Airport may investigate or request information regarding any portion of the requested information (i.e., previous work history) and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information. The completed application will be made part of the personnel file of those applicants who are hired.

Personal Identifying Information

The following policy is intended to safeguard personal identifying information received by the Grand Junction Airport. For purposes of this policy, "personal identifying information" (PII) includes social security numbers; personal identification numbers; passwords; pass codes; official state or government-issued driver's license or identification card numbers; government passport numbers; biometric data (i.e. finger print or retina scan); employer, student, or military identification numbers; or financial transaction devices (i.e. credit cards, debit cards, banking cards, electronic fund transfer cards, guaranteed check cards, and financial account numbers).

To ensure the protection of PII, including that of Airport employees, from unauthorized access, use, modification, disclosure or destruction, access to PII is limited to human resources employees, airport security personnel, and finance and accounting employees (only as necessary to process payroll and benefits on behalf of the employee).

Unless otherwise required by state or federal law or regulation, when paper and electronic documents received by the Airport containing PII are no longer needed for its business purposes, the Airport will destroy or arrange for the destruction of the documents in its custody by shredding, erasing, or otherwise modifying the PII in the documents to make the information unreadable or indecipherable through any means.

The Airport will take no more than 30 days to provide Employees notice of a security breach that results in or is likely to result in the misuse of PII when the breach involves a Colorado resident's first name or first initial and last name in combination with: the individual's social security number; student, military, or passport identification number; driver's license number or identification card number; medical information; health insurance identification number; or biometric data; username or email address, in combination with a password or security questions and answers, that would permit access to an online account; or an account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to

that account, when any of these data elements are not encrypted, redacted, or secured by any other method rendering the name or the element unreadable or unusable.

Employee Classification

Full-Time Employees

Full-time employees are employees who are normally scheduled to work at least thirty (30) hours per week, as determined by the Grand Junction Regional Airport in its sole discretion and are eligible for all Airport offered benefits.

Part-Time Employees

Part-time employees are employees who are normally scheduled to work fewer than thirty (30) hours per week, as determined by Grand Junction Regional Airport in its sole discretion, are not eligible for benefits except for those required by law.

Temporary Employees

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment more than that originally planned. Temporary employees are not eligible for benefits except for paid sick leave as set forth in the paid sick leave policy.

Exempt Employees

Exempt employees are exempt from overtime.

Non-Exempt Employees

Non-exempt employees are entitled to overtime pay.

Meal and Rest Periods

All employees who are scheduled to work at least five consecutive hours will receive an uncompensated, uninterrupted, and duty-free meal period of at least 30 minutes. In addition, employees who are scheduled to work at least four consecutive hours will receive one compensated 10-minute rest period for each four-hour work period.

Employees with Aircraft Rescue Firefighting job duties may encounter days which do not allow for an uninterrupted, duty-free meal period. If the operational demands of the Airport require an employee to work through this period, the employee will be compensated for such time, so long as it is approved by the employee’s supervisor, prior to the occurrence.

Grand Junction Regional Airport Benefits

The Grand Junction Regional Airport provides the following benefits to eligible employees. The Grand Junction Regional Airport reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

Your Pay

Employees are paid biweekly on Fridays. Employees should pick up their own paycheck, or voucher, on the normally scheduled pay day. If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of Human Resources or Payroll immediately.

The workweek starts on Sunday at 12:00am and runs through Saturday at 11:59 midnight.

Call Back Pay

Non-exempt employees who physically respond to an unanticipated situation arising at times other than during regularly scheduled working hours shall be compensated in the following manner:

- Call back pay shall be compensated at the employee's normal rate of pay.
- Call back pay shall count as hours worked for the purpose of computing overtime.
- A minimum of two (2) hours pay shall be guaranteed for each call back

If the call requires the employee report back to the airport, the employee must either clock in from a computer or have "locations" enabled when clocking in from their cell phone.

Non-exempt employees who receive a work-related phone call in the middle of the night, and the call does not require them to report to the airport shall be compensated in the following manner:

- A minimum of one (1) hour pay shall be guaranteed for each call.
- Pay shall count as hours worked for the purpose of computing overtime.
- Pay shall be compensated at the employee's normal rate of pay.

Being called into work early does not qualify for call back pay.

Employee may be asked to provide proof of phone call.

Timekeeping Procedures

Unless otherwise notified, each employee is required to accurately record his or her hours of work for Grand Junction Regional Airport using a time sheet. You are required to submit the time record promptly following the close of the pay period so that your time record can

be reviewed by your supervisor prior to processing your paycheck for the pay period. Accurately recording all your time is required to be sure that you are paid for all hours worked as required by the wage and hour laws. "Off clock" work time and working outside of your regularly scheduled shift without prior approval is not permitted. "Hours worked" is defined by law as all-time an employee is subject to the control of an employer and includes all time that an employee is suffered or permitted to work, whether required to do so.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

You will be informed your first day on the job whether you are required to keep your time by a time clock, a time sheet, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections needed to your timecard or time record must be requested by you in writing and changed by your Department Director. Under no circumstances may any employee punch or record another employee's timecard.

Pay Deductions

The Grand Junction Regional Airport will make deductions for the following:

- Federal and State income taxes.
- Colorado Public Employee Retirement Association wage deductions.
- Garnishments, including child support or other court ordered wage deductions.
- Employee's portion of group insurance premiums.
- Group insurance premiums for coverage of eligible dependents.

No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee's pay stub. Questions regarding payroll deductions should be directed to the Human Resources or Payroll Department.

Expense Reimbursement

Grand Junction Regional Airport reimburses employees for expenses reasonably incurred on behalf of the Grand Junction Regional Airport and approved in advance by Grand Junction Regional Airport management. All requests for reimbursement should be

submitted to your supervisor for consideration. Submission of original receipts are required for all reimbursement requests.

Garnishments & Support Orders

Employees should be aware that a court can order Grand Junction Regional Airport to deduct amounts directly from an employee's pay when that employee has failed to pay his or her personal debts.

Debts to Employer

Court-Ordered Garnishments

Any court-ordered garnishment for child support, family support, bankruptcies, or other judgments rendered against an employee must be forwarded immediately to Grand Junction Regional Airport's Human Resources Department for processing.

Federal Tax Levies

A levy from the Internal Revenue Service must be forwarded immediately to the Grand Junction Regional Airport's Human Resources for processing.

Support Orders

State and Federal laws require Grand Junction Regional Airport to withhold part of employees' wages to satisfy child support orders. When Grand Junction Regional Airport receives a support withholding notice, it immediately will begin withholding wages as specified in the notice. Grand Junction Regional Airport will continue to withhold wages for child support until otherwise notified by the child support enforcement agency. Withholding child support takes priority over all other wage garnishments or deductions.

Grand Junction Regional Airport will honor and service all out-of-State child support withholding orders it receives, in compliance with Federal law.

Grand Junction Regional Airport will inform the State child support agency when an employee subject to child support withholding leaves the Grand Junction Regional Airport. The notice will provide the employee's last known home address and telephone number, as well as the new employer's name and address, if known.

Employees will not be disciplined or discharged because of a child support withholding order. In addition, applicants will not be refused hire because of a support withholding order.

Administrative Fees

Grand Junction Regional Airport deducts a fee of Four Dollars (\$4.00) from the employee's remaining earnings after deducting the appropriate amount for each mandatory or voluntary family support payment it processes.

Paid Time Off

General Information and Eligibility

Full-time employees accrue Paid Time Off to use for vacations, holidays, medical/dental appointments, personal business, childcare, pregnancies, bereavement, family emergencies, to supplement paid sick leave, or for any other valid absence as determined by his/her Department Director. Use of PTO to supplement paid sick Leave shall comply with the Paid Sick Leave policy below.

PTO hours include vacation leave and holiday leave. Full-time employees shall accrue the following amount of Paid Time Off on a bi-weekly basis for 26 pay periods each year.

Bi-weekly and Annual Accrual Amounts

Years of Service	Bi-Weekly Accrual	Annual Accrual Hours
1 through 4	9.38 Hours	243.88 Hours
5 through 9	10.38 Hours	269.88 Hours
10 or more	11.38 Hours	295.88 Hours

PTO Accrual Breakdown

Hire Date

New employees will start with 40 hours of PTO in their PTO bank and will have immediate access to it. Accrual of PTO will begin once the employee has worked the amount of time for 40 hours to be accrued (about 5 pay periods according to current accrual rate of 9.38 hours)

Years of Service 1-4

80.00 Holiday Hours (3.07 Hours per Pay Period)

163.88 Paid Time Off Hours (6.30 Hours per Pay Period)

Years of Service 5-9

80.00 Holiday Hours (3.07 Hours per Pay Period)

189.88 Paid Time Off Hours (7.30 Hours per Pay Period)

Years of Service 10 or more

80.00 Holiday Hours (3.07 Hours per Pay Period)

215.88 Paid Time Off Hours (8.30 Hours per Pay Period)

Maximum Accumulation of Time Off

Years of Service	Annual Accrual Hours	Max Accrual
1 through 4	243.88 Hours	300 Hours
5 through 9	269.88 Hours	330 Hours
10 or more	295.88 Hours	360 Hours

PTO shall not count as hours worked for purposes of computing overtime.

Employees may not accrue over their maximum accrual limit unless the overage is caused by the Airport and approved by Human Resources and the Executive Director.

PTO and Holidays

Employees who do not work on a scheduled Holiday that occurs on a regular workday shall have each holiday charged against PTO. Time worked on holidays shall count as hours worked for purposes of computing overtime. When a holiday falls on an employee's regularly scheduled day off, no PTO shall be charged or paid for that day.

Observed Holidays

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When a holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, it is observed the following Monday.

Holiday leave shall accrue at a rate of 8 hours per recognized holiday and be added to the employee's Paid Time Off (PTO) accrual, each pay period. (For example, 10 recognized holidays would accrue at a rate of 80 hours per year, or 3.07 hours per pay period).

Except as provided in the following paragraph, employees who are required to work holidays shall be allowed to take PTO at other times during the year as scheduled.

Employees may not accrue over their maximum accrual limit unless the overage is caused by the Airport and approved by Human Resources and the Executive Director.

Scheduling Paid Time Off

Scheduled PTO is distinguished from Unscheduled PTO by the degree of control or discretion that the Airport, through its supervisors and Department Directors, exercise in the scheduling of leave time.

Scheduled Use

The scheduling of time off shall be at the discretion of the supervisor and/or Department Director based upon operational needs.

Employees should submit a leave request at least four (4) weeks in advance of the use of leave, to the Supervisor or Department Director for approval. The supervisor or Department Director has the option of denying or rescheduling the leave to another date and/or time based upon the operation needs of the Airport. Every reasonable effort will be made to accommodate the employee's requested Paid Time Off.

Unscheduled Leave

In the event the employee is unable to work due to an unforeseen personal illness, injury or other unforeseen reasons, the following provisions shall apply:

- **Notification:** If unable to report to work for any reason, employees shall communicate this fact to their supervisor. Leaving messages with other employees or on voice mail is not acceptable. Failure to call in when absent may result in forfeiture of pay and may result in disciplinary action up to and including termination.
- **Verification of Need:** The employee may be asked to furnish proof that unscheduled use of PTO was unavoidable. Such proof may be requested from the supervisor, Human Resources, or the Executive Director.
- **Unscheduled Time without Pay:** In the event an employee must be off the job on

an unscheduled basis and has not accrued Paid Time Off to cover the absence, he/she may request leave without pay which is subject to approval by the Executive Director.

Payment for PTO at Separation

Upon separation, full-time employees will be paid for all accrued but unused PTO; part-time employees will not be paid for unused PTO.

Paid Sick Leave

Full-time employees are credited three and one half (3.5) hours of Sick Leave per pay period.

Full-time employees accumulate Sick Leave up to a maximum accrual limit of 520 hours. Effective *May 20, 2015*, employees with a Sick Leave bank more than 520 hours will be permitted to keep the unused leave for future use, however, no hours will accrue above the 520-hour limit, and once the bank falls below 520 hours, the employee will be subject to the 520-hour maximum accrual limit. Full-time employees will only be permitted to use a maximum of 520 hours in a 12-month period.

Part-time and temporary employees are credited one (1) hour of Sick Leave for every thirty (30) hours worked. Part-time and temporary employees accumulate Sick Leave up to a maximum accrual limit of 52 hours and may not use more than 52 hours of Sick Leave in a 12-month period. Employees may use Sick Leave for the following reasons:

- 1) The employee has or is caring for a family member that has a mental or physical illness, injury, or health condition that prevents the employee from working;
- 2) The employee or family member the employee is caring for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- 3) The employee or a family member the employee is caring for needs to obtain preventive care; or
- 4) The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, obtain services from a victim services organization, obtain mental health treatment, seek relocation, or seek legal services.

For purposes of this policy, a family member is defined as another person related by blood, marriage, civil union, or adoption; foster or legal guardianship; or any person whom the employee is responsible for providing or arranging health-related care as defined in the Colorado Healthy Families and Workplaces Act.

In the event of a public health emergency related to infectious pandemics, epidemics or bioterrorism, full-time employees may use 80 hours of paid sick (part-time employees may use an amount equal to how much they are scheduled to work or work on average in a 14-day period) leave for the following reasons:

- 1) The employee's need to self-isolate or seek medical care after experiencing symptoms or being diagnosed with a communicable illness that is the cause of the public health emergency.
- 2) The employee's need to seek preventive care or to care for a family member who is seeking preventive care concerning a communicable disease that is the cause of the public health emergency.
- 3) The employee's need to care for a family member who is self-isolating or needs medical care after experiencing symptoms of or being diagnosed with an illness that is the cause of the public health emergency.
- 4) The employee's inability to work due to a health condition that may increase the employee's susceptibility to or risk of a communicable disease that is the cause of the public health emergency.
- 5) The Airport or a public official or health authority with jurisdiction over the Airport determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable disease that is the cause of a public health emergency or because the employee is exhibiting symptoms of the communicable disease regardless of whether the employee has been diagnosed with the communicable illness.
- 6) The employee's need to care for a family member after the family member's employer or a public official or health authority with jurisdiction over the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable disease that is the cause of a public health emergency or because the family member is exhibiting symptoms of the communicable disease regardless of whether the family member has been diagnosed with the illness; or
- 7) The employee's need to care for their child or other family member because the individual's childcare provider is unavailable due to a public health emergency, or if the individual's school or place of care has been closed by a public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely.

If an employee does not have enough accrued Sick Leave for use during a public health emergency (80 hours for full-time employee and prorated amount for part-time employee),

the employee may use PTO. If the employee has used all accrued Sick Leave and PTO, the Airport may supplement the employee's accrued paid leave as necessary.

Upon separation, employees will not be paid for unused Sick Leave.

For paid sick leave of four or more consecutive workdays, the employee may be asked to bring medical certification verifying that the Sick Leave is for a purpose authorized by this policy.

Employees who are on Sick Leave will continue to accrue paid time off and Sick Leave for up to thirty (30) consecutive days. After thirty (30) consecutive days, paid time off and Sick Leave will stop accruing.

Employees should communicate to their supervisor their need to use Sick Leave as early as possible and shall make a reasonable effort to schedule the use of paid Sick Leave in a manner that does not unduly disrupt the Airport's operations.

Sick leave shall not count as hours worked for the purpose of computing overtime.

Medical Insurance

The Airport offers medical insurance coverage for our eligible employees and eligible dependents, beginning on the first day of the month after completing thirty (30) days of employment.

Costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Dependent coverage is also available, for a specific dollar amount each month depending on the level of coverage chosen. Employee's costs for medical insurance will be processed through payroll deductions.

Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits. Additionally, you may contact Human Resources for additional information and specific costs.

IRS Section 125 – Cafeteria Plan

The Airport can offer eligible employees the ability to pay for certain insurance coverage with "before tax" dollars rather than "after tax" dollars. As you become eligible for these benefits and you elect to cover yourself and/or your family, you will become eligible to participate in our Section 125 – Cafeteria Plan. The terms and conditions of the Plan are controlled by the applicable plan document. A plan summary will be made available to you if you enroll for insurance.

Health Insurance Continuation

In the event of termination of employment, former employees and dependents who were covered for the previous 3 months will be permitted to continue healthcare insurance for up to 18 months in accordance with Federal and Colorado State law.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue medical and dental insurance through COBRA:

- Termination
- Reduction in hours
- Divorce or legal separation
- Death of the employee
- Eligibility for Medicare
- Loss of dependent child status under the plan

All administrative rules and processes, such as open enrollment periods, as well as changes in plan benefits and premiums, apply to those on continuation coverage. Please refer to the medical insurance plan document or contact Human Resources for more information.

Dental and Vision Insurance

Dental and vision insurance coverage may be available through the Airport for our eligible employees and eligible dependents, beginning on the first day of the month after completing thirty (30) days of employment. Eligibility requirements and costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your right to benefits.

Life Insurance

The Airport offers life insurance coverage for full-time employees, beginning on the first day of the month after hire. The Grand Junction Regional Airport pays the entire cost of this insurance. Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your right to benefits.

Additional life insurance benefits may be available at an additional cost to Employees.

Colorado Public Employers Retirement Association

The Grand Junction Regional Airport Authority provides employees with Colorado Public Employees Retirement Association (PERA).

PERA is a substitute for Social Security. Benefits are pre-funded, which means while an employee is working, he or she is required to contribute a fixed percentage of their salary to the retirement trust funds and the Airport will also contribute a fixed percentage for each employee in accordance with the current PERA plan requirements.

401(k) Retirement Savings Plan

The Airport Authority offers a 401(k) plan through Colorado PERA. The Colorado PERA 401(k) Plan is a voluntary defined contribution plan. If an employee elects to contribute funds into a Colorado PERA 401(k) Plan, the Airport will match the funds contributed, up to 4% of an employee's gross pay per calendar year, beginning January 1st. The employee must contribute to the Plan for the Airport to match the funds. The funds contributed are matched dollar for dollar, up to a maximum of 4% of the employee's gross pay per calendar year. The Airport Authority will only match funds for full-time regular employees who have at least one (1) year of service. For additional information, contact Human Resources.

Long-Term Disability Insurance

The Airport Authority provides access to long-term disability insurance coverage for our eligible employees, beginning on the first day of the month after completing thirty (30) days of employment. Third party providers may provide this coverage directly to you. You are responsible for the entire cost of this insurance. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

Health and Wellness Benefit

Grand Junction Regional Airport encourages employees to achieve and maintain a healthy lifestyle through physical fitness, therefore the Airport has established a benefit for the reimbursement of an individual gym membership.

Gym membership reimbursement is available to full-time employees who have been employed for a minimum of 6 months.

Employees will be reimbursed for an amount determined annually during the budget cycle, for eligible fees. Eligible fees include annual or monthly fees for an individual membership at a fitness center. Enrollment fees (if applicable) are ineligible. Employees with a family membership must provide documentation of the cost for an individual membership and will be reimbursed based upon that amount.

Employees must follow the reporting procedure to be reimbursed. A reimbursement request and copy of the receipt must be submitted, prior to reimbursement. Reimbursement reports must be submitted to the Human Resources Department.

Recreational activities, weight-loss programs, smoking-cessation programs, and other similar programs, although encouraged as part of an overall fitness program, do not qualify for reimbursement.

The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

Employees should consult with a physician before beginning a physical regimen.

Training and Educational Assistance

Employees may be given the opportunity to attend training or educational programs in the course of their employment. The Grand Junction Regional Airport may prepay, pay, or reimburse employees for the cost and certain expenses associated with attending an approved training or educational course. To receive reimbursement, the employee must (1) receive advanced written authorization from their direct supervisor to attend the course and (2) successfully complete the course.

Employees should contact their immediate supervisor before registering for any training or other educational course to learn whether the program will be covered under the Grand Junction Regional Airport's policy. The Grand Junction Regional Airport is not responsible for the payment or reimbursement of any costs or expenses associated with an employee's attendance at a lecture, training program or other educational program, if the employee fails to receive advanced written authorization and/or the employee fails to successfully complete the course. Employees who leave the Airport within one year of receiving training or educational assistance may be required to reimburse the Airport for some of all the training and educational assistance costs.

Civic Duties

Grand Junction Regional Airport encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen and are pleased to assist you in the performance of your civic duties.

Jury Duty

An employee served with a summons to jury duty must inform his/her supervisor by the next regular workday and provide a copy of the summons. Employees will receive leave for jury duty. An employee who is called to perform jury duty will receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such service. However, if an employee is scheduled to work a night shift on the same day the employee serves on a jury, the employee will be granted leave from work for the

entire day and will receive their regular compensation for the hours they would have worked on the night shift. Employees shall remit to the Airport any pay (excluding expense reimbursement) received from the government for jury duty that covers the same period for which the employee is receiving pay from the Airport. The Airport's obligation to pay compensation while an employee is on jury duty is conditioned on the employee providing the Airport with a jury service certificate from the Court confirming that the employee was on jury duty for that period. Except as otherwise provided herein, employees are expected to return to work on any day or portion of day they are released from jury duty.

Witness Duty

If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take time off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Grand Junction Regional Airport reserves the right to request a copy of your voter's receipt following any time off to vote.

Family Medical Leave Act (FMLA)

To the extent that the Family and Medical Leave Act (FMLA) applies, eligible employees may receive a total of 12 workweeks of unpaid leave during any 12-month period. This Act provides for leave in connection with incapacity due to pregnancy, prenatal medical care, or childbirth; the care of the employee's child after birth or placement for adoption or foster care; the care of a child, spouse, as that term is defined by the FMLA, or parent who has a serious health condition; or serious health condition of the employee that makes the employee unable to perform the employee's job.

For purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either:

- An overnight stay in a medical care facility, OR
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or

incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Caregiver Leave

Military caregiver leave is available to care for a “covered servicemember” with a “serious injury or illness” as those terms are defined by the FMLA. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. FMLA leave already taken for other FMLA circumstances will be deducted from the total 26 weeks available for military caregiver leave.

Eligible employees with a spouse, child, or parent on covered active duty or called to covered active-duty status may also use their 12-week FMLA leave entitlement to address certain qualifying exigencies as set forth in the FMLA.

Eligibility and Terms of Leave

An employee is eligible for family leave if he/she has been employed by the Airport for at least 12 months and has worked at least 1,250 hours during the 12-month period preceding the requested leave. Leave will consist of accumulated paid leave and leave without pay.

Intermittent leave or leave on a reduced leave schedule may be approved to coincide with a health treatment plan or other appropriate requirements for an individual employee, spouse, parent, or child. Such intermittent leave must be determined to be medically necessary by a health care provider. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees taking approved intermittent leave or reduced schedule leave may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

When necessary FMLA leave is foreseeable, the employee must provide the Airport with at least 30 days’ notice before the date the leave begins. If the event requires leave to begin in less than 30 days, the employee must provide such notice as is practicable and make a reasonable effort to schedule the treatment to avoid unduly disrupting Airport operations. A family member of the employee may give the notice if the employee is unable to do so.

Employees must provide sufficient information for the Airport to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the Airport if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Airport may also require that a request for FMLA leave be supported by a certification and periodic recertification supporting the need for leave. If notification and appropriate certification are not provided in a timely manner, approval of leave may be denied.

The Airport will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required. If they are not eligible, the Airport will provide the reason for the ineligibility. The Airport will also inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the Airport determines that the leave is not FMLA-protected, the Airport will notify the employee.

The Airport will not interfere with, restrain, or deny the exercise of any right provided under FMLA. The Airport will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to the FMLA.

Most employees returning from FMLA leave shall be restored to the original or equivalent position with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

The taking of FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

The Airport will maintain equivalent coverage and premium level under the Airport's group health plan for the duration of an employee's FMLA leave. The Airport may recover any benefit premiums paid for the employee if the employee fails to return from leave, unless the failure to return from leave has resulted from a continuation of a serious health condition or other circumstances beyond the employee's control.

Employees who are on approved FMLA leave will continue to accrue paid time off and Sick Leave benefits at their regular accrual rate.

If an employee fails to report to work promptly at the end of the medical leave, the Airport will assume that the employee has resigned.

Leave Without Pay Not Covered by FMLA

Leave without pay not covered by the FMLA may be granted in cases of emergency and/or when a leave of absence would not be contrary to the best interests of the Airport. Employees are required to exhaust accrued paid time off prior to taking unpaid leave under this section. A leave of absence may be granted only upon written request by an employee who presents the reason for the leave.

A request for a leave of absence without pay may be granted by the Executive Director, at his/her sole discretion, depending on the merits of the individual case. If approved, an employee may work a modified schedule while taking periods of leave without pay. In this circumstance, the employee will accrue personal time off based on the number of hours worked.

If an employee is taking leave without pay, the following conditions will apply:

- The Airport may fill a position formerly held by an employee on leave without pay.
- Fringe benefits shall not accrue during a period of leave without pay not covered by the FMLA, nor will the Airport make any contributions during such period for retirement or group insurance programs. However, the employee may participate in the group insurance programs during such period, provided the employee deposits in advance with the Airport the amounts necessary to cover the total cost of the premiums. Computation of service, for pension purposes other benefit plans, and the effect of leave without pay will be determined in accordance with the provisions of the applicable plan.
- The Airport may make reasonable efforts to reinstate the employee to the same position previously occupied or to a similar position following a leave of absence. The Airport, however, cannot guarantee that the same position or a similar position will be available at the time an employee desires to return to work.
- In the event an employee has been granted leave without pay and the Airport decides to fill the position while the employee is on leave, the employee will be given written notice of the Airport's decision and the option to return to work on a designated date. The designated return to work date shall be no less than two (2) weeks after the date of the notice. This notice will be sent via first class mail to the last official address provided by the employee. The employee shall have one week from the date of the notice to advise the Airport whether he or she will return to work on the designated date. If the employee fails to respond timely or advises the Airport that he or she will not return to work on the designated date, the employee shall be deemed to have resigned from his or her employment with the Airport. The resignation shall be effective the date the employee advises the Airport of his or her intent not to return to work or ten days after the date of the notice, whichever occurs first.

Bereavement Leave

Our full-time employees are eligible to receive up to three (3) days of unpaid bereavement leave in the event they miss regularly scheduled workdays due to the death or funeral of a member of the employee's immediate family.

For this policy, immediate family is defined as:

- | | | |
|-----------------|------------------|-------------------|
| ▪ Parents | ▪ Brother | ▪ Spouse |
| ▪ Stepparents | ▪ Sister | ▪ Child |
| ▪ Father-in-law | ▪ Stepbrother | ▪ Stepchild |
| ▪ Mother-in-law | ▪ Stepsister | ▪ Grandchild |
| ▪ Grand Parents | ▪ Brother-in-law | ▪ Son-in-law |
| | ▪ Sister-in-law | ▪ Daughter-in-law |

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for unpaid bereavement leave will not commence until the next regularly scheduled workday which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of State and Federal laws. You are expected to notify the Grand Junction Regional Airport of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

Volunteer Firefighter Leave

Unpaid volunteer firefighter leave is available to any employee who is a recognized voluntary firefighter. If you are a voluntary firefighter, we encourage you to provide documentation of your status to your manager as soon as possible. An employee who is a volunteer firefighter will not be disciplined for failing to report to work because of an emergency summons if the employee provides a written Statement from the chief of the fire department that the employee's absence was due to the response. An employee who is a volunteer firefighter will not be disciplined for leaving work to respond to an emergency summons if the employee is not essential to the operation of daily business, the employee has previously received written documentation from the fire chief notifying the employer of the employee's status as a volunteer firefighter, the emergency is within the response area of the employee's fire department and is of such magnitude that the emergency summons issued requires all firefighters to respond, and the employee later provides documentation from the fire chief verifying the time, date, and duration of the employee's response.

Safety & Health

Accident Reporting and Investigation

Grand Junction Regional Airport recognizes that all incidents/accidents have a cause, and that recurrence of similar incidents/accidents must be prevented or controlled. The purpose of reporting and investigating incidents/accidents is to determine the cause(s) and make recommendations to prevent their recurrence. Certain accidents and occupational diseases must be reported to Federal and State agencies. It is important that such accidents/diseases be reported as soon as possible.

This policy requires that all significant “accidents,” “incidents,” and “occupational diseases” be reported and investigated. Accidents are unexpected, unplanned occurrences that result in injury or harm to people, property, or the environment. Incidents are near accidents that could have resulted in significant injury or harm to people, property, or the environment. An occupational disease is any abnormal condition or disorder caused by exposure to environmental factors directly associated with employment. Occupational diseases include acute and chronic illnesses that are caused by inhalation, absorption, ingestion, or direct contact. Incident/Accident Report Forms are available from all managers and supervisors. Supervisors must provide all the information requested on the form. Copies of the form must be forwarded to the Human Resources Department as soon as possible.

All managers and supervisors are responsible for enforcing this policy. Supervisors are also responsible for ensuring that all incidents, accidents, and occupational diseases within their respective areas and/or scope of responsibility are reported, recorded, and investigated in accordance with this policy. Specifically, supervisors must complete and file the Incident/Accident Report Form and, where appropriate, the Worker’s Compensation First Notice of Injury Form. Such reports are to be filed as soon as possible, but the employee has 10 days after injury to report it. Employees are responsible for notifying their supervisor of any accident or incident when it occurs, even if no medical attention is required. Employees also are responsible for cooperating with their supervisor and investigation teams in completing required reports.

Workers’ Compensation

Employees of Grand Junction Regional Airport are covered by Workers’ Compensation insurance, which provides compensation and/or medical benefits to any employee who has been injured or becomes ill due to a job-related accident, sickness, or death. Premiums are paid by the Grand Junction Regional Airport, and benefits are paid in accordance with Colorado law.

Employees should notify their supervisor of all on-the-job accidents as soon as the employee is able and report your injury within 10 days after the injury.

Injured workers are required to obtain authorization for medical care through their supervisor prior to visiting the hospital or clinic. Also, injured workers must use our designated provider facilities. The use of a different provider or out-of-network medical facility could result in an expense to the injured worker.

In an emergency, the injured person should be sent to the nearest emergency room for treatment. In the case of an emergency, contact 911 and let the paramedics make the decision on where the patient is to be treated. Once the patient is stabilized, he/she can be transferred to our designated provider's facility.

Whenever possible, temporary light duty will be provided for a work-related injury, illness, or disease in accordance with written physical limitations provided by the treating physician. Failure of the employee to participate in approved temporary light duty may result in loss of worker's compensation benefits and/or termination of employment, consistent with applicable laws.

After the employee begins workers' compensation leave, the weekly benefit may be supplemented by using accrued Sick Leave up to the amount needed to approximate the employee's regular base pay prior to the injury or illness. If the employee exhausts his/her accrued Sick Leave, the employee may use PTO to supplement the weekly benefit. In no event will the compensation of the weekly benefit and the use of accrued Sick Leave and/or PTO exceed the employee's regular base pay. An employee who chooses to use Sick Leave and/or PTO shall comply with the Airport's Paid Sick Leave and PTO policies. Should the injury be such that the employee is unable to return to work after exhausting all accrued Sick Leave and PTO, the employee will receive workers' compensation payments only.

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Grand Junction Regional Airport property (including parking areas and grounds), or while otherwise performing their work duties away from Grand Junction Regional Airport. This prohibition specifically includes marijuana, whether it is recommended for a medical purpose, or possessed legally under State law. The prohibition also includes other lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana recommended for medical purposes or possessed legally under State law), and from having excessive amounts of

otherwise lawful controlled substances in their systems. This policy does not apply to the authorized possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, the Airport does prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Who is Tested

All employees are subject to pre-employment and random screening. Employees will be tested for drugs and alcohol after a work-related accident or if observed using a prohibited substance on the job. Additionally, employees may be required to submit to drug/alcohol screening whenever the Grand Junction Regional Airport has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, safety concerns, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

Enforcement Policy

In order to enforce this policy and procedures, Grand Junction Regional Airport may investigate potential violations and require personnel to undergo drug/alcohol screening,

including urinalysis, saliva tests, hair follicle tests, blood tests or other appropriate tests, and where appropriate, searches of all areas of the Grand Junction Regional Airport's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and Grand Junction Regional Airport vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening, or for failing to execute consent forms when required by the Grand Junction Regional Airport.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Grand Junction Regional Airport from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Grand Junction Regional Airport premises. Where the employee is not present or refuses to remove a personal lock, the Grand Junction Regional Airport may do so for him or her and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Grand Junction Regional Airport may use unannounced drug detection methods to conduct searches.

What Happens When an Employee Tests Positive for Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

Grand Junction Regional Airport Rules and Policies

Grand Junction Regional Airport Policies

This section of your handbook discusses your responsibilities to Grand Junction Regional Airport as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Grand Junction Regional Airport may lead to discipline, up to and including immediate termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate

termination. If you have any questions about these basic rules, or what the Airport expects of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Grand Junction Regional Airport has the same right.

Absenteeism and Tardiness

Each employee is expected to be at work on time each day and to remain there throughout his or her scheduled shift. Absenteeism or tardiness, even for good reason, is disruptive to our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Ask your department supervisor what acceptable forms of communication they prefer. If you are required to leave work early, you must also personally contact your supervisor.

When absence is due to illness, the Grand Junction Regional Airport may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Grand Junction Regional Airport, if an employee fails to report for work or call in for three (3) consecutive calendar days they will be considered to have abandoned their job and will be terminated.

Family members may only notify the Airport Authority of an employee's absence if the employee is physically unable to. The Airport must immediately be notified of all absences.

Attitude

Every employee should display a respectful attitude toward their job. A negative attitude creates a difficult working environment and prevents the Grand Junction Regional Airport from providing quality service to our customers.

Bulletin Boards

Grand Junction Regional Airport may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Grand Junction Regional Airport regarding Grand Junction Regional Airport policies, governmental regulations, and other matters of concern to all employees and related to

the employees' employment by the Grand Junction Regional Airport. No information may be placed on these bulletin boards without the prior approval of Human Resources.

Airport Keys/Entry Cards

Each Grand Junction Regional Airport employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Security Department upon separation from the Grand Junction Regional Airport. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Airport Relationships Policy

Grand Junction Regional Airport has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Grand Junction Regional Airport does not prohibit consensual amorous relationships between employees, but it does impose the following restrictions:

- Grand Junction Regional Airport prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
- All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
- All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

If you have any questions, or would like to discuss this policy further, please contact Human Resources.

Airport Vehicles

Only authorized employees may use Grand Junction Regional Airport vehicles. If a Grand Junction Regional Airport vehicle incurs any damage while under the charge of a

particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid State driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All people in Grand Junction Regional Airport vehicles are required to use their seatbelts. Not using seatbelts in a Grand Junction Regional Airport vehicle may lead to disciplinary action, up to and including termination.

Only people authorized by your supervisor can be passengers in Grand Junction Regional Airport vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Grand Junction Regional Airport immediately of any change in the status of your driving record. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who is cited for D.U.I. or for any other alcohol or drug-related moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who becomes uninsurable under the Grand Junction Regional Airport's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Grand Junction Regional Airport or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Grand Junction Regional Airport or customer vehicle, the employee is required to call a police officer to the scene of the accident. The employee must report the accident to their supervisor or Human Resources immediately. Do not attempt to render medical care or assistance beyond your ability.

Company Issued Cell Phones, Radios, Computers, E-Mail, Voice Mail, and Internet

The following policy governs the use of all Grand Junction Regional Airport-owned computers, personal computers used for Grand Junction Regional Airport business, e-mail and voice mail systems, and Internet access via Grand Junction Regional Airport computers and/or data lines. Personal computers used for Grand Junction Regional Airport business include laptops or home computers that are connected to the Grand Junction Regional Airport's network on a regular or intermittent basis.

All Grand Junction Regional Airport computers, e-mail and voice mail facilities, and Internet access accounts are the Grand Junction Regional Airport's property to be used to facilitate the business of the Grand Junction Regional Airport. All information that is

temporarily or permanently stored, transmitted, or received with the aid of the Grand Junction Regional Airport's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of the Grand Junction Regional Airport. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Grand Junction Regional Airport's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate, wasteful of Grand Junction Regional Airport resources, or contrary to the Grand Junction Regional Airport's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

Cell Phone Issuance and Usage

An airport cell phone may be issued under one or more of the following conditions:

- Job responsibilities require an employee to be away from regular landline access for extended periods of time and communication by the employee is necessary to fulfill job objectives.
- Cell phone use enhances the employee's personal safety on the job and provides communication during emergencies.
- The employee's role requires the ability to always conduct two-way communication.

The Airport entrusts employees with communications equipment to enhance productivity and safety. It is the employee's responsibility to use the equipment prudently to ensure the safety of themselves, their co-workers, and the public. Cell phones provided by the Airport are the property of the Airport and are to be used to conduct Airport business.

Employee responsibilities for use of Airport-owned cell phones include:

- Protecting the Airport-owned cell phone from theft, loss, or damage.
- Immediately reporting loss or theft to supervisor or department head.
- As cell phone calls are not secure, using discretion while making sensitive or confidential calls.

The Airport reserves the right to monitor the use of all Airport-owned cell phones. Cell phone use in violation of any local, state, or federal law is prohibited. Cell phone use in violation of department work policies or for the purpose of personal financial gain is prohibited.

Airport-issued cell phones are issued for work-related activities. While it is understood that occasional personal calls of short duration may be necessary when no other immediate means of communication is available, personal calls, incoming and outgoing, must be kept to a minimum and must be incidental to business use. Employees should use good judgment when making personal calls and should recognize that the Airport

incurs costs for each minute of airtime. Detailed phone call billing statements and records are subject to public records requests.

Bring Your Own Device

Under the Bring Your Own Device Policy, eligible employees may choose to use their personal cell phone instead of the Airport issuing a separate one.

This Bring Your Own Device Policy (“BYOD Policy”) applies to employees who have purchased and use personal electronic devices for business purposes (“Dual-Use Devices”). The purpose of this BYOD Policy is to inform employees on the proper use of such devices and to set security guidelines. Protecting secure access to Grand Junction Regional Airport’s private network and data is of paramount importance and cannot be overstated or ignored.

Employees may only use personal electronic devices for business purposes with the express written authorization of the employee’s Department Manager, and upon providing written consent to the terms of this BYOD Policy. The ability to use a Dual-Use Device is a privilege that may be terminated by the Grand Junction Regional Airport at any time.

This BYOD Policy applies to all work performed on a personal electronic device on behalf of the Grand Junction Regional Airport, whether during working or non-working hours, and on or off the premises of the Grand Junction Regional Airport.

All Other GRAND JUNCTION REGIONAL AIRPORT Policies Apply: Nothing in this BYOD Policy in any way alters the existing Grand Junction Regional Airport Equal Employment Opportunity Policy, Policy Against Unlawful Harassment, and Discrimination or Internet Usage Policy found in the Employee Handbook. Employees may not use their Dual-Use Devices in any way that violates the Grand Junction Regional Airport’s policies against unlawful discrimination, harassment, or retaliation or the policy related to acceptable internet usage.

Wiping a Lost/Stolen/Compromised Device: In an effort to secure sensitive Grand Junction Regional Airport data, the Grand Junction Regional Airport may delete, or “wipe”, all the Grand Junction Regional Airport data stored on a device in the event the device is lost or stolen, or a security breach is detected. “Wiping” Grand Junction Regional Airport data may affect other personal applications and data. The Grand Junction Regional Airport will not be responsible for loss or damage of personal applications or data resulting from the use of Grand Junction Regional Airport applications or the “wiping” of Grand Junction Regional Airport information.

Privacy: No employee should expect any privacy in communications over the Internet and the Grand Junction Regional Airport’s network. Violations of this Policy may be discovered by routine maintenance and monitoring of the Grand Junction Regional Airport’s electronic communication systems and network, any method stated in this

BYOD Policy, or pursuant to any legal means. The employee consents to the Grand Junction Regional Airport monitoring, accessing, investigating, “wiping”, preserving, using and/or disclosing any electronic communications that utilize the Grand Junction Regional Airport’s networks in any way, including data, voicemail, telephone logs, text messages, Internet use, network traffic, etc., to the extent permitted by law. The Grand Junction Regional Airport reserves the right to review, retain, or release personal and Grand Junction Regional Airport-related data on Dual-Use Devices to government agencies or third parties during an investigation or litigation.

The Grand Junction Regional Airport is a public entity and is therefore subject to State and Federal open records laws. All employees’ work-related communication on a Dual-Use-Device is subject to open records requirements to the extent the law provides. No employee should expect privacy while using a Dual-Use Device.

Location

Your device’s location must be always enabled.

Protection of the Grand Junction Regional Airport’s Confidential Information: As part of their employment with the Grand Junction Regional Airport, employees may be exposed to and/or provided with confidential and proprietary information (“Confidential Information”) of the Grand Junction Regional Airport relating to the operation of the Grand Junction Regional Airport’s business and its customers.

“Confidential Information” means information belonging to the Grand Junction Regional Airport, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Grand Junction Regional Airport and/or employees have gained access to while employed by the Grand Junction Regional Airport and/or were developed by employees in the course of their employment with the Grand Junction Regional Airport, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Grand Junction Regional Airport in exchange for their employment and continued employment with the Grand Junction Regional Airport is their agreement and acknowledgement that all Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Grand Junction Regional Airport, and that if the Grand Junction Regional Airport’s Confidential Information were disclosed or used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Grand Junction Regional Airport.

Employees will not, except as required in the conduct of the Grand Junction Regional Airport’s business or as authorized in writing by the Grand Junction Regional Airport, disclose or use during their term of employment or subsequent thereto any Confidential Information. Furthermore, all records, files, plans, documents and the like

relating to the business of the Grand Junction Regional Airport which employees prepare, use or come in contact with shall be and shall remain the sole property of the Grand Junction Regional Airport and shall not be copied without written permission of the Grand Junction Regional Airport and shall be returned to the Grand Junction Regional Airport on termination or cessation of employment, or at the Grand Junction Regional Airport's request at any time.

Compliance with Software Configuration and Updates: The Grand Junction Regional Airport may install security software which may need to be configured or updated from time to time. Employees are required to comply with all instructions regarding the configuration of the Dual-Use Device and to assist in updating the Dual-Use Device. No employee shall disable any network software or system identified as a monitoring tool.

Required Security Practices: Employees must take care to physically secure their device against theft, loss, or unauthorized use. Dual-Use Devices are required to have a password to access them, and a five-minute inactivity lockout designed to secure the device if left unattended.

Lost/Stolen Dual-Use Devices: If the Dual-Use-Device is lost or stolen, the employee must immediately contact the employee's Department Manager. All iPhones/iPads are required to have the Find My iPhone/iPad application active to assist in locating a lost or stolen Dual-Use-Device.

The Grand Junction Regional Airport will not be liable for lost or stolen Dual-Use Devices.

Damage of Dual-Use Devices: Employees are responsible for all charges incurred from the use of their Dual-Use Device. If an employee's phone is damaged, whether the damage occurs at work or on personal time, the employee shall be responsible for the cost of replacing the Dual-Use Device.

Voice/Data/E-mail Stipend: The Grand Junction Regional Airport provides eligible employees a monthly stipend equally to the current market value to reimburse employees for the Grand Junction Regional Airport's portion of the voice/data/e-mail cellphone plan. The dollar amount will be evaluated and determined by the Airport Authority annually. Eligible employees are those that are required to carry a cell phone for job related duties and may need to respond to the Airport in emergency situations. The Grand Junction Regional Airport may track the use of Dual-Use Devices for work purposes to ensure that employees are compensated to the extent the work performed is reasonable and necessary and reimbursement is required by state or federal law.

Voice Messages and Ring-Back Tones: Employees must assure the highest level of professionalism while utilizing Dual-Use Devices. It is required that all employees utilizing a Dual- Use Device provide for professional voice message recordings and professional ring-back tones.

Video and Audio Recording Capabilities: To maintain the security of the Grand

Junction Regional Airport's premises, and privacy of employees and customers, employees whose Dual-Use Devices have camera, video or recording capabilities are strictly prohibited from using those functions on Grand Junction Regional Airport property for unauthorized photography and audio or video recording of its employees, confidential documents, or customers.

Safety Issues for Dual-Use Devices: Employees are required to either use a handheld device or refrain from using their Dual-Use Devices to conduct Grand Junction Regional Airport-related business communications while operating a vehicle. This prohibition includes using a Dual-Use Device to place or receive calls or voicemail messages, read, or respond to e-mails, text messages, or instant messages, surf the Internet, or for any other purpose related to the Grand Junction Regional Airport's business while operating a vehicle. Such devices should be used only if the vehicle is off the road and parked unless there is an emergency.

Employees who are charged with traffic accidents or violations resulting from the use of their Dual-Use Device while driving will be solely responsible for all liabilities resulting from such actions.

Restricted Access during Administrative Leave: Employees are prohibited from using their Dual-Use Devices for work purposes during periods of administrative leave without prior authorization from the Grand Junction Regional Airport's Executive Director. The Grand Junction Regional Airport reserves the right to deactivate an employee's access to Grand Junction Regional Airport e-mail and/or networks during periods of unpaid leave.

Grand Junction Regional Airport Property: Regardless of whether the employee is using his/her personally owned Dual-Use Device, all information regarding Grand Junction Regional Airport business, other employees, vendors, clients, etc., remains the sole and exclusive property of the Grand Junction Regional Airport.

Providing Device/Data upon Replacement, Upgrade, or On-Demand: Upon the request of the Airport, the Employee agrees to produce all Dual-Use Devices for inspection so that the Grand Junction Regional Airport's IT Services Provider may remove all Grand Junction Regional Airport data for all the following reasons:

1. Termination
2. Resignation
3. Administrative Leave
4. Phone Upgrade
5. Phone Replacement

Additionally, should the need arise to retrieve data from any Dual-Use Device for the Grand Junction Regional Airport to comply with litigation holds, internal or regulatory investigations, or record retention obligations, the employee agrees to produce all Dual-Use Devices for physical inspection and preserve the data, and not destroy or alter it, until it can be copied from the Dual-Use Devices.

Enforcement: Violation of this BYOD Policy may result in disciplinary action up to and including immediate termination of employment and any applicable civil and/or criminal prosecution under local, state, and federal laws.

Employee must sign the Employee Acknowledgement to participate in the BYOD program.

Personal Use of Grand Junction Regional Airport-Provided Handheld Devices

Where job or business needs demand immediate access to an employee, the Grand Junction Regional Airport may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Grand Junction Regional Airport reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

Recording Devices

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Grand Junction Regional Airport prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Grand Junction Regional Airport policies. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road, safely stop the vehicle, and put the vehicle in park before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are driving may not use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages under any circumstance.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such

actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Special Responsibilities for Managerial Staff

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Grand Junction Regional Airport Property

All software that has been installed on Grand Junction Regional Airport computers and personal computers used for Grand Junction Regional Airport business is Grand Junction Regional Airport property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on Grand Junction Regional Airport computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relates in any manner to the Grand Junction Regional Airport's business is subject to monitoring by the Grand Junction Regional Airport, is the exclusive property of the Grand Junction Regional Airport and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Grand Junction Regional Airport.

Upon termination of employment, an employee shall not remove any software or data from Grand Junction Regional Airport-owned computers and shall completely remove all data collected, downloaded and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relate in any manner to the Grand Junction Regional Airport's business. Upon request of the Grand Junction Regional Airport, a terminating employee shall provide proof that such data has been removed from all personal computers used for Grand Junction Regional Airport business.

Proper Use

Employees are strictly prohibited from using Grand Junction Regional Airport computers, e-mail and voice mail systems, Grand Junction Regional Airport Internet access accounts, or personal computers used for Grand Junction Regional Airport business, for any improper purpose. The Grand Junction Regional Airport's Equal Employment Opportunity policy and Policy Against Unlawful Harassment and Discrimination extend to the use of the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems and personal computers used for Grand Junction Regional Airport business. Any employee who uses the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of the Grand Junction Regional Airport's computers, e-mail, voicemail, and internet systems. Employees are expected to always use their best judgment and common sense when accessing or using the Grand Junction Regional Airport's computers, e-mail, voicemail, and internet systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, sexual preference, national origin, citizenship status, age, disability, or any other status protected under Federal, State, and local laws.
- Employees may not use the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in any way that violates the Grand Junction Regional Airport's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene, or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing Statements to another employee, or to a vendor, customer, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading, or removing any proprietary, confidential, trade secret or other information of the Grand Junction Regional Airport, or of the Grand Junction Regional Airport's customers. In addition, employees may not alter, transmit, copy, or download proprietary software, databases, and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multinet network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g., AOL Instant Messenger and Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees may not use or allow another individual to use the Grand Junction Regional Airport's computers, e-mail and Internet systems for any purpose that is either damaging or competitive with the Grand Junction Regional Airport or detrimental to its interests.
- Employees are strictly prohibited from using the Grand Junction Regional Airport's computers, e-mail or Internet systems in any manner that violates the Federal Anti-SPAM law.

- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Grand Junction Regional Airport's computers, e-mail, and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal advertising through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Please see our Social Media, Social Networking and Web Blogs Policy for information about proper use of these applications.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Grand Junction Regional Airport computers or personal computers used for Grand Junction Regional Airport business, or on the Grand Junction Regional Airport's voicemail system may be accessed by the Grand Junction Regional Airport at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether password-protected), or that deleted messages are necessarily removed from the system.

The Grand Junction Regional Airport's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Grand Junction Regional Airport's network, data lines, and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using Grand Junction Regional Airport computers and/or Grand Junction Regional Airport data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Grand Junction Regional Airport's computer system through unauthorized use may additionally be liable for the costs resulting from

such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may also be subject to criminal prosecution and/or substantial civil money damages.

Code of Professional Conduct and Conflict of Interest

It is the policy of the Grand Junction Regional Airport Authority to set standards of professional conduct for all its Employees to foster and protect the public trust in the Airport. The Airport has an established Code of Professional Conduct; please refer to the Policy for detailed information.

Employees shall always observe and comply with ethical and professional standards and other obligations imposed by constitution, statute, or other provision of law. The Airport will not condone behavior or activities of its Employees that violate the law or participate in unethical business practices.

All Employees shall always conduct their affairs in such a manner as to avoid a conflict of interest. No Employees shall use their positions or confidential information gained in such work for personal gain or advantage.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment.

Damage to Property

Deliberate or careless damage to the Grand Junction Regional Airport's property, as well as damage to your co-workers' or customers' property will not be tolerated. Employees who violate this rule may be subject to discipline, up to and including immediate termination.

Facsimile and Copy Machines

Any non-business use of the facsimile and copy machines must be approved by management. Employees are prohibited from using these machines for the purpose of transmitting, receiving, or copying materials, which may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to their supervisor.

Fraud, Dishonesty and False Statements

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, timecard, investigative questionnaires, or any other document. Any employee found to have falsified or made material misrepresentations or omissions

on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to their supervisor immediately.

Gambling

Gambling is prohibited on Grand Junction Regional Airport property or using the Grand Junction Regional Airport's property.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Honesty

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Grand Junction Regional Airport policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. Employees are expected to be honest in their dealings with their supervisors and co-workers.

Housekeeping

Employees must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, the Airport wants our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity on duty or on Grand Junction Regional Airport's property, or while off the job which reflects detrimentally on the Grand Junction Regional Airport's reputation. "Illegal activity" is defined as any activity or conduct which violates federal or state law or local ordinance, or which would violate any rule or regulation promulgated by a federal or state agency with regulatory authority for the Airport.

Insubordination

All employees have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Grand Junction Regional Airport investigations into potential misconduct. Refusal to fully disclose information during a Grand Junction Regional Airport investigation constitutes insubordination and will not be tolerated.

Media Inquires

Employees must not speak to reporters on behalf of the Airport. Individuals who talk directly to reporters without going through the proper channels risk providing incorrect or confidential information. Media inquiries should be directed to either the Director of External Affairs or the Executive Director.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Grand Junction Regional Airport operating policies. You are required to attend all Grand Junction Regional Airport meetings involving your department or which you have been asked to attend.

Misuse of Property

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of the Grand Junction Regional Airport.

Nepotism Policy

Members of the same family or household, and those involved in a romantic relationship, are eligible for employment with Grand Junction Regional Airport. Except as provided in this procedure, a direct supervisory relationship shall not exist between family or household members or those in a romantic relationship, nor shall one member of a family or household or romantic relationship assume the role of investigator, or decision-maker with respect to i) processing complaints or allegations from or against, or ii) making decisions on personnel matters concerning a family or household member or one with whom they have a romantic relationship.

Off-Duty Use of Facilities

Employees may only access Airport Facilities in conjunction with authorized business activities. Employees are not to use Airport Identification or Access Media to access secured areas of the Airport at any time when not on official business. Employees are

expressly prohibited from using Grand Junction Regional Airport property or equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Grand Junction Regional Airport may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Grand Junction Regional Airport nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Outside Employment

There have been times when most of us have had the opportunity or the need to have two jobs at one time. If your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Executive Director.

Overtime and Work Schedule

Grand Junction Regional Airport may periodically schedule overtime or weekend work to meet operational needs. The Airport will attempt to give as much advance notice as possible, and the Airport expects that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Hourly employees who work overtime will be compensated at a rate of one and one-half times their normal pay for all overtime hours worked. Any overtime work not scheduled by the Grand Junction Regional Airport must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to the changing needs of our operations, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Grand Junction Regional Airport.

Parking

So that the Airport will have sufficient and convenient parking for our customers, we require all our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

Personal Appearance and Behavior

The Airport expects all employees to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. The Airport feels that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, and offensive and other non-business-like clothing are unacceptable. Employees who are provided with Grand Junction Regional Airport uniforms should keep them in a neat and clean condition. Some Employees are required to wear their provided uniforms during working hours. Please ask your supervisor if you are required to wear a uniform. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

All employees are prohibited from reporting to work with any vulgar, offensive, profane, discriminatory, or like visible tattoos on their skin. Additionally, facial tattoos of any kind are prohibited. Any employee who has a tattoo that would be considered vulgar, offensive, profane, or discriminatory must completely cover the tattoo while the employee is working. Employees should keep this rule in mind when considering potential new tattoos.

Similarly, all employees are prohibited from reporting to work with visible piercings other than ear piercings with standard gauges. Any employee who has any other piercing that might be visible might be asked to always plug the piercing with a skin-toned or invisible piercing retainer while the employee is working.

Employees are also expected to always behave and conduct themselves in a professional manner in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee (including, but not limited to, kissing, hugging, massaging, and sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to always observe the Grand Junction Regional Airport's personal appearance and behavior policy while at work.

Personal Mail

All mail which is delivered to Grand Junction Regional Airport is presumed to be related to our business. Mail sent to you at the Grand Junction Regional Airport will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Grand Junction Regional Airport postage meters and letterhead may not be used for personal correspondence.

Personal Telephone Calls and Visits

The Airport has a limited number of telephone lines at Grand Junction Regional Airport, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. International business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Under no circumstances are employees permitted to use Grand Junction Regional Airport telephones to call "900" lines or similar pay-per call services. Employees who violate this policy will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, Grand Junction Regional Airport limits access to the personnel records to you and those with proper authorization or pursuant to legal process. Personnel files are the property of Grand Junction Regional Airport and will be treated the same as any other confidential Grand Junction Regional Airport information.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with Human Resources or the Executive Director present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Grand Junction Regional Airport.

Poor Performance

Employees are expected to make every effort to learn their job and to always perform at a level satisfactory to the Grand Junction Regional Airport. The following procedure may

be used by Grand Junction Regional Airport in matters concerning unacceptable job performance or behavior, or disciplinary action. It is merely a framework for handling performance, behavior, or disciplinary problems, and does not guarantee that a set procedure will be followed in every case. Grand Junction Regional Airport retains the right to evaluate each case of unacceptable job performance or problem behavior and to take whatever disciplinary action it deems appropriate based on the total circumstances involved, including immediate termination, where appropriate.

Grand Junction Regional Airport management or an employee's supervisor will advise the employee verbally if he or she is not performing to acceptable standards. Documentation will be added to the employee's personnel file at this time. If satisfactory improvements are not made after a verbal warning, a written warning will be given to the employee for review and placed in the employee's personnel file. If the employee's performance does not improve to an acceptable level, further action will be taken, which may include suspension or termination.

Protection of the Grand Junction Regional Airport's Confidential Information

As part of their employment with the Grand Junction Regional Airport, employees may be exposed to and/or provided with confidential and proprietary information ("Confidential Information") of the Grand Junction Regional Airport relating to the operation of the Grand Junction Regional Airport's business and its customers.

"Confidential Information" means information belonging to the Grand Junction Regional Airport, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Grand Junction Regional Airport and/or employees have gained access to while employed by the Grand Junction Regional Airport and/or were developed by employees in the course of their employment with the Grand Junction Regional Airport, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Grand Junction Regional Airport in exchange for their employment and continued employment with the Grand Junction Regional Airport is their agreement and acknowledgement that all Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Grand Junction Regional Airport, and that if the Grand Junction Regional Airport's Confidential Information were disclosed or used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Grand Junction Regional Airport.

Employees will not, except as required in the conduct of the Grand Junction Regional Airport's business or as authorized in writing by the Grand Junction Regional Airport, disclose or use during their term of employment or subsequent thereto any Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the

business of the Grand Junction Regional Airport which employees prepare, use or come in contact with shall be and shall remain the sole property of the Grand Junction Regional Airport and shall not be copied without written permission of the Grand Junction Regional Airport and shall be returned to the Grand Junction Regional Airport on termination or cessation of employment, or at the Grand Junction Regional Airport's request at any time.

Publicity

While advertising, public relations or other similar conduct for business purposes, the Grand Junction Regional Airport may utilize media resources. The Grand Junction Regional Airport may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation. When possible, permission will be sought before publishing photography of individual Employees.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe conditions to your supervisor. Each employee shall be instructed regarding the Grand Junction Regional Airport's injury prevention program. Each employee is expected to assist Grand Junction Regional Airport in maintaining safe working conditions. Safety is a State of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported as soon as you are able to your supervisor in accordance with our Accident Reporting Policy. It is only through full knowledge of every accident that the Grand Junction Regional Airport can become a safer, healthier place to work for everyone.

Searches, Inspections & Workplace Privacy

To protect the safety and property of all our employees, the Grand Junction Regional Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Grand Junction Regional Airport property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

The Airport takes all reasonable and required steps to protect confidential employee documents and information from unauthorized disclosure. While at work or engaged in work-related activities, employees should have no expectation of privacy in connection with their access and use of Company equipment and devices. Surveillance cameras and/or other monitoring may be used anywhere on Airport property, subject to local, state, and federal law. In order to protect the safety and property of all of our employees, the

Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Airport property. You are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

Sleeping

Everyone needs to be fully alert while on the job to protect the safety of all employees and to properly serve our customers. Therefore, sleeping or inattention on the job will not be tolerated and may lead to immediate discipline, up to and including termination.

Smoking

Smoking is prohibited in all Grand Junction Regional Airport buildings and vehicles. Smoking must be confined to designated outdoor areas. For safety reasons, smoking is prohibited in all areas where paint and flammable materials are present. Because smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

Social Media, Social Networking and Web Blogs Policy

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Snapchat, Instagram, Twitter, LinkedIn, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Grand Junction Regional Airport respects the rights of all employees to use social media. However, because communications by Grand Junction Regional Airport employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Grand Junction Regional Airport to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise, or otherwise support Grand Junction Regional Airport products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of egregious conduct that is prohibited. This policy will not be interpreted or applied to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

Employees engaging in use of social media are subject to all of the Grand Junction Regional Airport's policies and procedures, including, but not limited to, the Grand Junction Regional Airport's policies: (1) protecting certain confidential information related to the Grand Junction Regional Airport's operation; (2) safeguarding Grand Junction Regional Airport property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Grand Junction Regional Airport computers, telephone systems, and other electronic and communication systems owned or provided by the Grand Junction Regional Airport.

Employees are prohibited from the following:

- Using or disclosing the Grand Junction Regional Airport's confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only. Examples of confidential information include customer information and security-related information, and do not include information related to wages and other personnel issues.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are vulgar, obscene, physically threatening or intimidating, discriminatory, harassing, or otherwise constitute a violation of the Grand Junction Regional Airport's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act, or characteristic.
- Using Grand Junction Regional Airport trademarks or logos in a manner that would mislead or confuse the public or customers about the source of the Grand Junction Regional Airport's products.
- Posting or displaying content that is an intentional public attack on the quality of the Grand Junction Regional Airport's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Grand Junction Regional Airport's business and reduce its income and is unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Unless authorized and approved by the Grand Junction Regional Airport, disclosing, or publishing any promotional content, as defined above, about the Grand Junction Regional Airport or its products. If content regarding a Grand Junction Regional Airport product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of the Grand Junction Regional Airport.
- Engaging in activities that involve the use of social media that violate other established Grand Junction Regional Airport policies or procedures.
- Using social media while on work time, which is the time employees are engaged

in work, unless it is being done for Grand Junction Regional Airport business and with the authorization of the Grand Junction Regional Airport.

- Posting a photograph of a supervisor, manager, vendor, supplier, or customer without their express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or Human Resources. Employees should comply with any Grand Junction Regional Airport request to limit their communications temporarily or permanently to matters unrelated to the Grand Junction Regional Airport's business operations if the Grand Junction Regional Airport believes it is necessary and advisable to ensure compliance with security regulations or other related laws.

Employees should know that the Grand Junction Regional Airport has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Grand Junction Regional Airport at any time without prior notice. This is particularly true in cases involving the use of Grand Junction Regional Airport equipment or systems.

NOTHING IN THIS POLICY IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE'S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED TO THEM BY § 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND/OR PROTECTION. NOTHING IN THIS POLICY WILL BE INTERPRETED, APPLIED, OR ENFORCED TO INTERFERE WITH, RESTRAIN, OR COERCE EMPLOYEES IN THE EXERCISE OF § 7 RIGHTS.

Solicitation - Distribution Policy

Our main job at Grand Junction Regional Airport is to provide safe and secure facilities and give our customers the best service possible. To allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is always prohibited in all working areas and sales areas. E-Mail, facsimile machines, and voice mail may not be used to advertise or solicit employees.

Theft

Our society has laws against theft, and we have strict rules mirroring these laws. To protect you, your co-workers, and Grand Junction Regional Airport, we reserve the right to inspect all purses, briefcases, packages, lockers, and vehicles on the Grand Junction Regional Airport's property. If you remove Grand Junction Regional Airport property from the premises, you must obtain written permission in advance from your supervisor.

Unauthorized Interviews

As a means of protecting yourself and the Grand Junction Regional Airport, no unauthorized interviews are permitted to be conducted by individuals representing themselves as attorneys, peace officers, investigators, reporters, or someone who wants to “ask a few questions.” If you are asked questions about the Grand Junction Regional Airport or its current or former employees by any person, you are directed to refer that individual(s) to a Department Director or the Executive Director. A decision will then be made as to whether that individual may conduct any interview and they will be introduced to you by a Department Director, or Executive Director, with a reason for the questioning.

Workplace Violence Policy

Grand Junction Regional Airport has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, customers, or vendors.

The Airport does not allow fighting, or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Grand Junction Regional Airport premises at any time.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer, or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer, or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Career Development and Changes in Status

Advancement

Grand Junction Regional Airport believes in promoting from within the Grand Junction Regional Airport. A promotion may be based on various factors, including but not limited to quality and quantity of work, prior job performance, experience, educational background, reliable attendance and punctuality, safety record, and the ability to work

well with others. The Airport reserves the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

Performance Evaluations

Employee performance will be evaluated annually by management personnel. New employees will receive an initial performance evaluation 6-months following that start of their employment. The evaluation may consist of a personal interview during which an employee's strengths and weaknesses will be evaluated and recommendations for improvement may be made. These interviews help to identify the short- and long-range goals of employees and determine how such goals interrelate with the Grand Junction Regional Airport's purpose and objectives.

Any recommendation for promotion, a change of duties, or an increase in pay must be approved by the Department Director before any change takes effect. A performance evaluation does not guarantee a change in pay or duties, nor does it guarantee continued employment.

Changes in Personnel Records

To keep your personnel records up to date, to ensure that the Grand Junction Regional Airport can contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the Grand Junction Regional Airport promptly of any change of name, address, phone number, number of dependents, or other applicable information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources should be directed to Human Resources. No information should be given regarding any employee by any other employee or manager to an outside source.

Involuntary Termination

Employees terminated at the will of the Grand Junction Regional Airport will be paid all earned, but unpaid, wages at the time of termination. If the accounting department is closed at the time, the employee will be paid within six hours after the accounting department reopens.

Exit Interview

Any employee leaving Grand Junction Regional Airport may be required to attend an exit interview conducted by Human Resources. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Grand Junction Regional Airport property or other matters related to the termination.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at Grand Junction Regional Airport. It is a guide to your bright future here. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at Grand Junction Regional Airport. Once again, welcome to our Grand Junction Regional Airport, and we look forward to working with you.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Grand Junction Regional Airport ("Grand Junction Regional Airport") Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment or any other contractual rights or obligations, and that my employment, position, and compensation at the Grand Junction Regional Airport are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Grand Junction Regional Airport. Both I and the Grand Junction Regional Airport have the right to terminate my employment at any time, with or without cause or notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Grand Junction Regional Airport concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Grand Junction Regional Airport and/or the circumstances under which my employment may be terminated.
2. This is the entire agreement between myself and the Grand Junction Regional Airport regarding the length of my employment, and the reasons for termination of my employment, and this agreement supersedes all prior agreements regarding these issues. Oral representations or agreements made before or after employment do not alter this Agreement.
3. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed, and the remainder of this Agreement shall be enforceable

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Signature _____

Print Full Name _____

Date _____

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution No. 2024-03: Resolution Concerning Execution of Documents Pertaining to Bank Accounts		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2024-03: Resolution Concerning Execution of Documents Pertaining to Bank Accounts to update banking access and permissions		
SUMMARY:	<p>The Banking Resolution defines permissions within bank accounts for the Airport Authority. The proposed revisions incorporate the following:</p> <ul style="list-style-type: none">• Changes in roles and responsibilities amongst Airport staff;		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	None		
ATTACHMENTS:	Resolution No. 2024-03: Resolution Concerning Execution of Documents Pertaining to Bank Accounts		
STAFF CONTACT:	<p>Angela Padalecki, Executive Director Email: apadalecki@gairport.com Office: 970-244-9100</p>		

Resolution No. 2024-03
Of the
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
A Resolution Concerning
Execution of Documents Pertaining to Bank Accounts

WHEREAS, the Board of Grand Junction Regional Airport Authority (“the Board”) desires to authorize the deposit of Authority funds, and funds due to the Authority, into Authority accounts in eligible financial institutions in Mesa County which have been designated by the Board as meeting the requirements for deposit of Authority monies under appropriate federal and Colorado laws; and

WHEREAS, the Board desires to authorize the Board Chairman, Vice Chairman, Executive Director, Director of Facilities, Finance Manager, Finance Specialist, or Accountant to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

WHEREAS, the Board desires to authorize the Chairman, Vice Chairman, Executive Director or Director of Facilities, as designated below, to **execute with only one (1) signature any and all (A) bank documents, checks and other instruments of withdrawal up to \$100,000, and (B) any payroll and payroll related expenditures, including but is not limited to, payments for tax withholding, payments for retirement and 401(k) contributions and garnishments and sales tax and investment account transfers:**

_____ Tom Benton	Chairman
_____ Linde Marshall	Vice Chairman
_____ Angela Padalecki	Executive Director
_____ Ben Peck	Director of Facilities

WHEREAS, the Board desires to authorize the Chairman as designated below to **execute with only one (1) signature any and all automated clearing house (ACH) payments:**

_____ Tom Benton	Chairman
------------------	----------

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, garnishments and sales tax, investment account transfers, and ACH payments**) in an amount greater than **\$100,000 shall have two (2) such signatories, as follows:**

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director; OR
- Director of Facilities;

AND,

WHEREAS, the Board desires to require three (3) signatories, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND

- Executive Director; AND
- One (1) additional Board Commissioner

NOW THEREFORE, IT IS RESOLVED that the Board authorizes the deposit of Authority funds, and funds due to the Authority, into an Authority account in an eligible financial institution in Mesa County which has been designated by the Board as meeting the requirements for deposit of public monies under appropriate federal and Colorado laws; and

IT IS FURTHER RESOLVED that the Board authorizes the Board Chairman, Vice Chairman, Executive Director, Director of Facilities, Finance Manager, Finance Specialist, or Accountant to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

IT IS FURTHER RESOLVED that the Board authorizes the Chairman, Vice Chairman, Executive Director, or Director of Facilities, to execute with one (1) signature **any and all (A) bank documents, checks and other instruments of withdrawal up to \$100,000, and (B) all payroll and payroll related expenditures, including but not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, and garnishments and sales tax and investment account transfers:**

<u>Tom Benton</u>	Chairman
<u>Linde Marshall</u>	Vice Chairman
<u>Angela Padalecki</u>	Executive Director
<u>Ben Peck</u>	Director of Facilities

IT IS FURTHER RESOLVED, that the Board authorizes the Chairman as designated below to **execute with only one (1) signature any and all ACH Payments:**

<u>Tom Benton</u>	Chairman
-------------------	----------

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures, including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, garnishments and sales tax, investment account transfers, and ACH payments**) in an amount greater than \$100,000 shall require two (2) such signatures as follows:

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director; OR
- Director of Facilities;

AND,

IT IS FURTHER RESOLVED that the Board requires three (3) signatures, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND
- Executive Director; AND
- One (1) additional Board Commissioner

PASSED AND ADOPTED this 18th day of June, 2024.

Board Members Voting Aye:

Those Voting Nay:

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

ATTEST:

Chairman

Clerk

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Revised 2024 Pavement Construction AIP Grant Application														
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>												
RECOMMENDATION:	Approve amendment to AIP Grant Application for Construction of the Runway Pavement, Subbase Schedules 1 and 2 and authorize the Executive Director to sign and submit application to the Federal Aviation Administration														
SUMMARY:	<p>In December, the board approved 4 grant applications for 2024 Airport Improvement Program (AIP) funding including Construction of the Runway Pavement – Package I. The FAA has requested GJRAA revise this application based on construction prices received in the competitive bid and consolidation of future grants into this application. The application has been renamed as Construction of the Runway Pavement – Subbase Schedule 1 and 2 to better represent the project scope. The change in the grant application scope and amount is summarized below:</p> <p>1. Construction of the Runway Pavement Application</p> <table><tr><td></td><td>Original Application</td><td>Revised Application</td></tr><tr><td>Construction Scope and Project Descriptions</td><td>Construction of the Runway Pavement – Package I</td><td>Construction of the Runway Pavement – Subbase Schedule 1 and 2</td></tr><tr><td>Grant Amount Requested</td><td>\$9,697,500</td><td>\$ 41,400,000</td></tr><tr><td>Project Scope</td><td>Pavement subbase construction – Schedule 1 (Construction Oct 2024 – Oct 2025)</td><td>Pavement subbase construction – Schedule 1 and 2 (Construction Oct 2024 – Dec 2027)</td></tr></table> <p>The amount listed above represents 90% of the anticipated project costs. GJRAA will be required to fund the remaining 10%. If the application is accepted and funding is awarded, one or more Grant Offers may be made and will be presented individually to the board for approval.</p>				Original Application	Revised Application	Construction Scope and Project Descriptions	Construction of the Runway Pavement – Package I	Construction of the Runway Pavement – Subbase Schedule 1 and 2	Grant Amount Requested	\$9,697,500	\$ 41,400,000	Project Scope	Pavement subbase construction – Schedule 1 (Construction Oct 2024 – Oct 2025)	Pavement subbase construction – Schedule 1 and 2 (Construction Oct 2024 – Dec 2027)
	Original Application	Revised Application													
Construction Scope and Project Descriptions	Construction of the Runway Pavement – Package I	Construction of the Runway Pavement – Subbase Schedule 1 and 2													
Grant Amount Requested	\$9,697,500	\$ 41,400,000													
Project Scope	Pavement subbase construction – Schedule 1 (Construction Oct 2024 – Oct 2025)	Pavement subbase construction – Schedule 1 and 2 (Construction Oct 2024 – Dec 2027)													
REVIEWED BY:	Legal Counsel, Executive Director, Program Manager (Colin Bible)														
FISCAL IMPACT:	Federal Request - \$41,400,000 GJRAA - \$4,600,000 Total Project Cost - \$46,000,000														
ATTACHMENTS:	1. Construction Grant Application - revised														
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588														

Application for Federal Assistance SF-424

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application New Continuation Revision	* If Revision, select appropriate letter(s): * Other (Specify)
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*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier: *5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Grand Junction Regional Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114
*c. UEI: 156135394000

d. Address:

*Street 1: 2828 Walker Field Drive. Ste. 301
Street 2:
*City: Grand Junction
County/Parish:
*State: CO
*Province:
*Country: USA: United States
*Zip / Postal Code 81506-8667

e. Organizational Unit:

Department Name: Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. *First Name: Angela
Middle Name:
*Last Name: Padalecki
Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: (970) 248-8588 Fax Number:

*Email: apadalecki@gjairport.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

X: Other

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

Airport Authority

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

***15. Descriptive Title of Applicant's Project:**

Runway Pavement - Subbase Schedule 1 and 2

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: CO-3

*b. Program/Project: CO-3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2024

*b. End Date: 12/31/2027

18. Estimated Funding (\$):

*a. Federal	\$ 41,400,000
*b. Applicant	\$ 0
*c. State	\$ 0
*d. Local	\$ 4,600,000
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	\$ 46,000,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Angela

Middle Name: _____

*Last Name: Padalecki

Suffix: _____

*Title: Executive Director

*Telephone Number: (970) 248-8588

Fax Number:

* Email: apadalecki@gairport.com

*Signature of Authorized Representative:

*Date Signed:

Grand Junction Regional Airport

Grand Junction Regional Airport

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599 reviews

Regional airport

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gjairport.com

(970) 244-9100

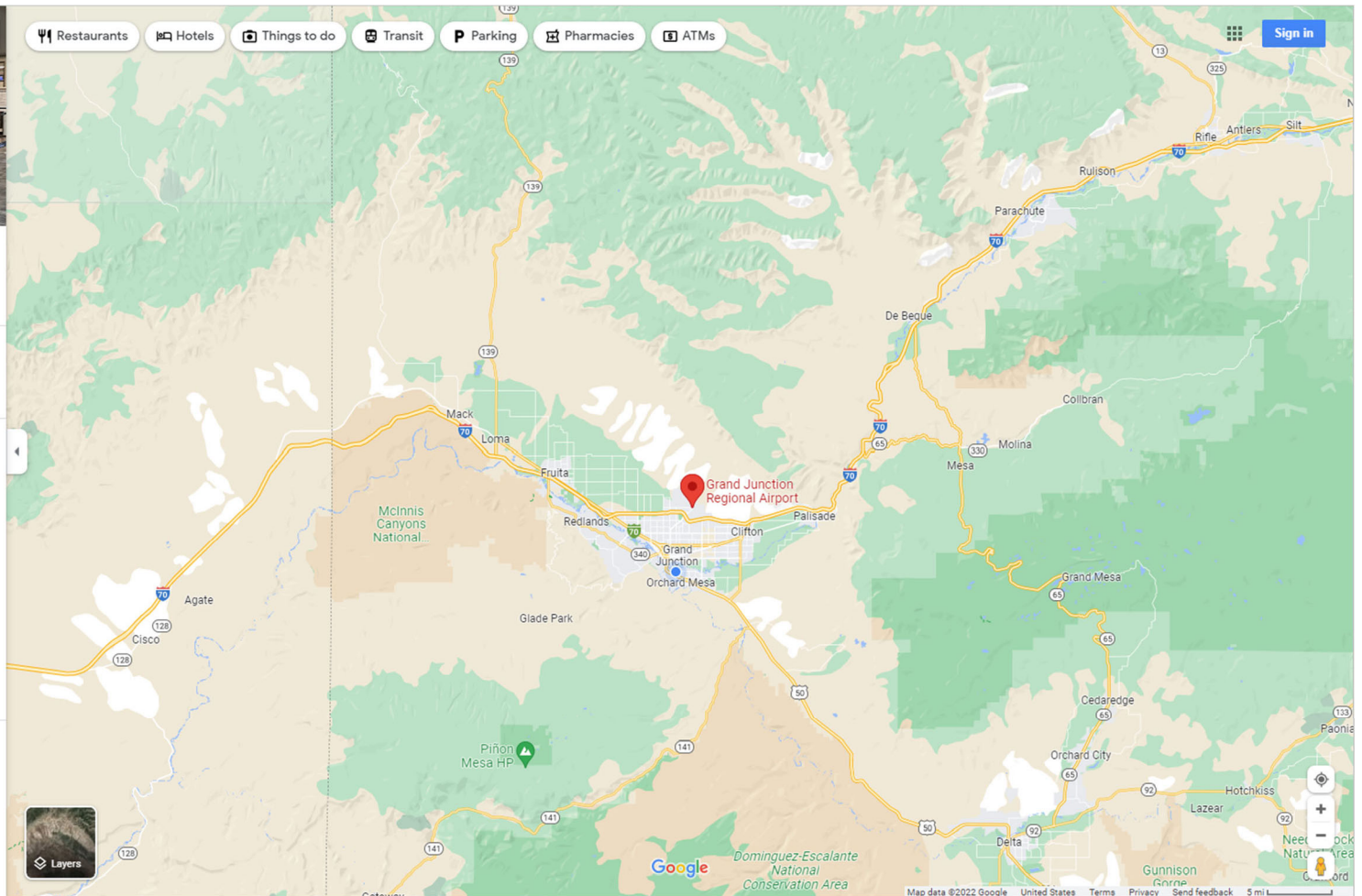
4FCC+V8 Grand Junction, Colorado

Send to your phone

Claim this business

Suggest an edit

Popular times Tuesdays





U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-left: 40px;"> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? Yes No </div> <div style="margin-left: 40px;"> The project is included in another Federal Assistance program. Its CFDA number is below. 20.106 </div>	Yes	No	N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <div style="margin-left: 40px;"> De Minimis rate of 10% as permitted by 2 CFR § 200.414. </div> <div style="margin-left: 40px;"> Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). </div>	Yes	No	N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction and Mesa County development codes and zoning. This project is consistent with existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has given fair consideration to local interest and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The Project will be located, designed, constructed, and operated so as to comply with air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Authority owns all property to be developed in connection with this project and there are no exceptions, encumbrances, or adverse interests on land connected to the Airport. See Exhibit A on Last page.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 30,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			2,205,200
5. Other Architectural engineering fees			
6. Project inspection fees			5,167,364
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			38,272,436
12. Equipment			325,000
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 46,000,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			46,000,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 46,000,000
19. Federal Share requested of Line 18			41,400,000
20. Grantee share			4,600,000
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 46,000,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway Pavement - Subbase Schedule 1 and 2

AIRPORT: Grand Junction Regional Airport (GJT)

1. Objective:

This project is a continuation of the Runway 11-29 Replacement Program. The goal continues to be relocation of the Runway with minimal impact to the aircraft and tenants, including maintaining IFR procedures, Navigational Aids, etc. Construction of this phase of runway pavement will begin in Spring 2024. This project will include contractor bid pricing, M&H CPS, and Garver project management services.

2. Benefits Anticipated:

This project will initiate construction phases to begin on runway 12-30 and allow for further completion of the runway to be built following this project.

3. Approach: (See approved Scope of Work in Final Application)

See scope of work

4. Geographic Location:

The Grand Junction Regional Airport is located approximately 2 miles Northeast of the central business district of Grand Junction, Colorado. The physical address of the Airport is 2828 Walker Field Drive, Grand Junction, Colorado 81506.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

2828 Walker Field Drive
Grand Junction, Colorado 81506
(970) 244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport (GJT) LOCAL PRIORITY: N/A UPDATED: June 2024
WORK ITEM: Runway Pavement - Subbase Schedule 1 and 2

SKETCH:



JUSTIFICATION: Runway 12-30 Pavement - Subbase Schedule 1 and 2 is the continuation of the Runway 11-29 Replacement/Relocation Program. The goal continues to be relocation of the Runway with minimal impact the aircraft users, including maintaining IFR procedures, Navigational Aids, etc. Construction of the runway pavement subbase section is anticipated to begin Fall 2024.

SPONSOR SIGNATURE: _____ **DATE:** 6/18/2024

COST ESTIMATE: \$46,000,000 Item (earthwork, drainage, and grading)

ADMINISTRATION:	\$ 30,000		\$		\$
ENGINEERING:	\$ 7,500,000		\$		\$
CONSTRUCTION:	\$ 38,470,000		\$	TOTAL:	\$ 46,000,000

ADO USE:

PREAPP GRANT NPIAS WORK FAA
NO: _____ NO: _____ CODE: _____ CODE: _____ PRIOR: _____ FED \$ _____

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Revised AIG Passenger Boarding Bridge Grant Applications											
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>									
RECOMMENDATION:	Approve amendment to AIG Grant Application for Passenger Boarding Bridges and authorize the Executive Director to sign and submit application to the Federal Aviation Administration.											
SUMMARY:	<p>The FAA has requested GJRAA revise the Passenger Boarding Bridge Improvements grant application based on construction prices received in the competitive bid compared to estimates used in the original application. The change in the grant application scope and amount is summarized below:</p> <table><tr><td></td><td>Original Application</td><td>Revised Application</td></tr><tr><td>Construction Scope and Project Descriptions</td><td>Passenger Boarding Bridge Improvements</td><td>Passenger Boarding Bridge Improvements</td></tr><tr><td>Grant Amount Requested</td><td>\$3,150,000</td><td>\$ 3,743,000.00</td></tr></table> <p>The project scope includes replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the bridge located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements.</p> <p>The amount listed above represents 90% of the anticipated project costs. An additional 5% will be funded by CDOT and GJRAA will be required to fund the remaining 5%. GJRAA’s total estimated cost of the project is \$32,944 more than anticipated in the original application.</p>				Original Application	Revised Application	Construction Scope and Project Descriptions	Passenger Boarding Bridge Improvements	Passenger Boarding Bridge Improvements	Grant Amount Requested	\$3,150,000	\$ 3,743,000.00
	Original Application	Revised Application										
Construction Scope and Project Descriptions	Passenger Boarding Bridge Improvements	Passenger Boarding Bridge Improvements										
Grant Amount Requested	\$3,150,000	\$ 3,743,000.00										
REVIEWED BY:	Executive Director, Program Manager (Colin Bible) and Finance Director											
FISCAL IMPACT:	Federal Request - \$3,743,000.00 CDOT (5%) – \$ 207,944.00 GJRAA (5%) - \$ 207,944.00 Total Project Cost - \$ 4,158,888.00											
ATTACHMENTS:	1. Grant Application - revised											
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588											

Application for Federal Assistance SF-424

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application New Continuation Revision	* If Revision, select appropriate letter(s): A * Other (Specify)
---	--	--

*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier: *5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Grand Junction Regional Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114
*c. UEI: P2MUNC6N7YM6

d. Address:

*Street 1: 2828 Walker Field Drive. Ste. 301
Street 2:
*City: Grand Junction
County/Parish:
*State: CO
*Province:
*Country: USA: United States
*Zip / Postal Code 81506-8667

e. Organizational Unit:

Department Name: Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. *First Name: Angela
Middle Name:
*Last Name: Padalecki
Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: (970) 248-8588 Fax Number:

*Email: apadalecki@gjairport.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

X: Other

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

Airport Authority

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

BIL Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

***15. Descriptive Title of Applicant's Project:**

BIL Terminal Expansion Phase 1 (Loading Bridges)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: CO-3

*b. Program/Project: CO-3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2024

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 3,743,000
*b. Applicant	\$ 0
*c. State	\$ 207,944
*d. Local	\$ 207,944
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 4,158,888

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Angela

Middle Name: _____

*Last Name: Padalecki

Suffix: _____

*Title: Executive Director

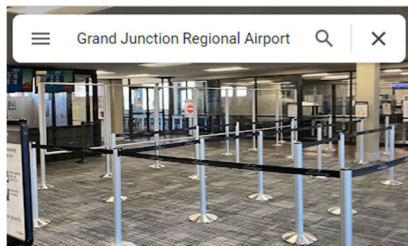
*Telephone Number: (970) 248-8588

Fax Number:

* Email: apadalecki@gairport.com

*Signature of Authorized Representative:

*Date Signed: 6/18/2024



Grand Junction Regional Airport

4.4 ★★★★★ 599 reviews

Regional airport



Directions



Save



Nearby



Send to
phone



Share

2828 Walker Field Dr, Grand Junction, CO 81506

gjairport.com

(970) 244-9100

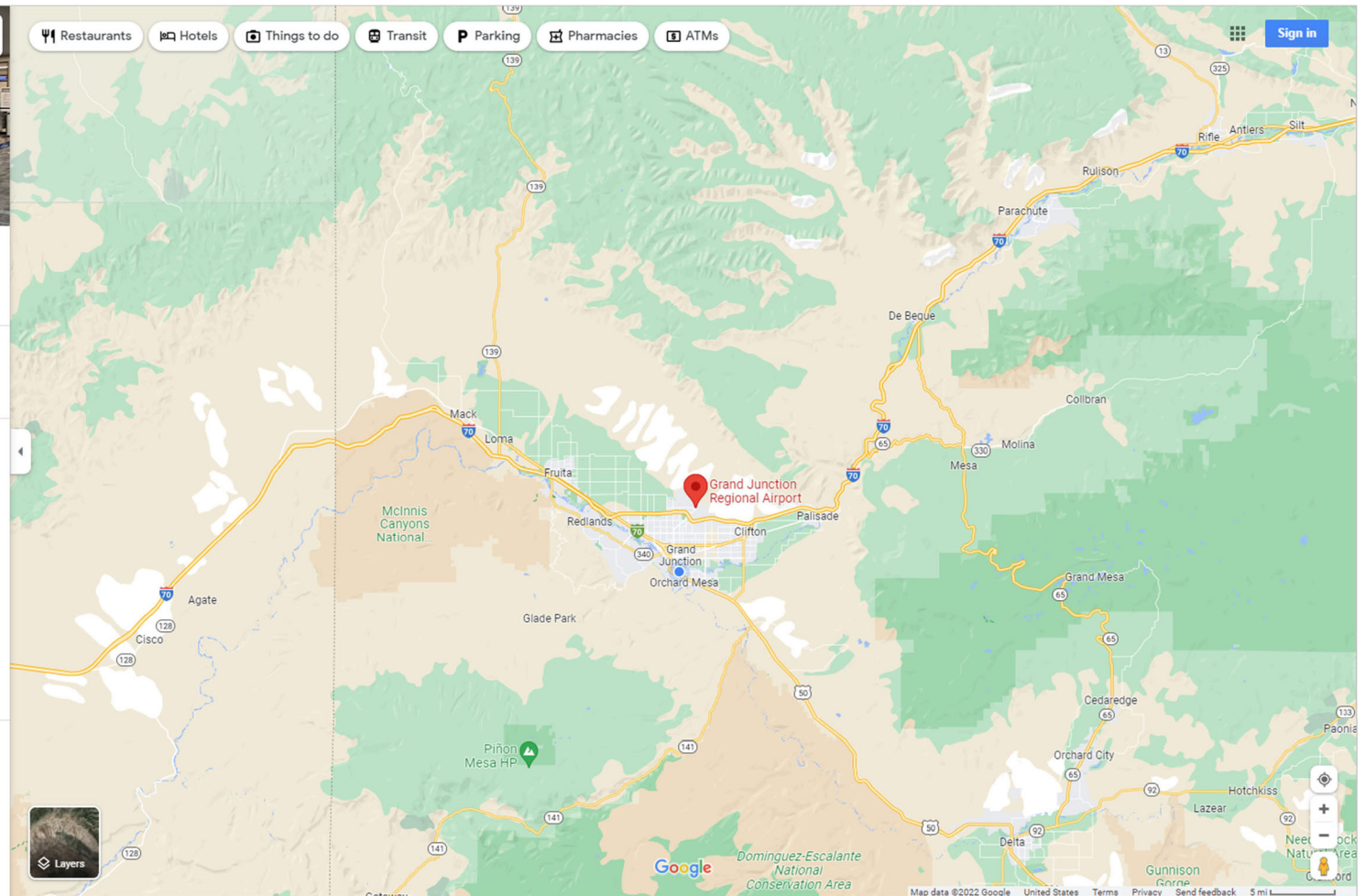
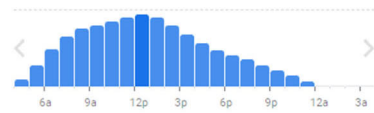
4FCC+V8 Grand Junction, Colorado

Send to your phone

Claim this business

Suggest an edit

Popular times Tuesdays ▾





U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div> <div>The project is included in an <i>approved</i> PFC application.</div> <div> <div>If included in an approved PFC application,</div> <div>does the application <i>only</i> address AIP matching share?</div> <div>Yes No</div> </div> <div>The project is included in another Federal Assistance program. Its CFDA number is below.</div> <div>20.106</div> </div>	Yes	No	N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? <div> <div>If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:</div> <div> <div>De Minimis rate of 10% as permitted by 2 CFR § 200.414.</div> <div> <div>Negotiated Rate equal to</div> <div>% as approved by</div> <div>on</div> <div>(Date) (2 CFR part 200, appendix VII).</div> </div> <div>(the Cognizant Agency)</div> </div> </div>	Yes	No	N/A
<p><i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i></p>			

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction and Mesa County development codes and zoning. This project is consistent with existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has given fair consideration to local interest and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The Project will be located, designed, constructed, and operated so as to comply with air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Authority owns all property to be developed in connection with this project and there are no exceptions, encumbrances, or adverse interests on land connected to the Airport. See Exhibit A on Last page.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,186
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			176,488
5. Other Architectural engineering fees			
6. Project inspection fees			36,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			3,940,714
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 4,158,888
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			4,158,888
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 4,158,888
19. Federal Share requested of Line 18			3,743,000
20. Grantee share			207,944
21. Other shares			207,944
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 4,158,888

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	207,944
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 207,944
25. Other Shares	Amount
a. State	207,944
b. Other	
c. TOTAL - Other Shares	\$ 207,944
26. TOTAL NON-FEDERAL FINANCING	\$ 415,888

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: BIL Terminal Expansion Phase I (Loading Bridges)

AIRPORT: Grand Junction Regional Airport (GJT)

1. Objective:

Design, bid and build replacement loading bridges as a part of the first phase of the terminal expansion. This project will be designed and bid in early 2024 and constructed beginning in the summer of 2024 through 2025

2. Benefits Anticipated:

This project will provide design, bidding and construction of loading bridges on the exiting terminal building. This will be the first phase of the terminal building expansion. Replacing the boarding bridges will allow for a more efficient and consistent operation of passenger aircraft by replacing the older bridges.

3. Approach: (See approved Scope of Work in Final Application)

See scope of work

4. Geographic Location:

The Grand Junction Regional Airport is located approximately 2 miles Northeast of the central business district of Grand Junction, Colorado. The physical address of the Airport is 2828 Walker Field Drive, Grand Junction, Colorado 81506.

5. If Applicable, Provide Additional Information:

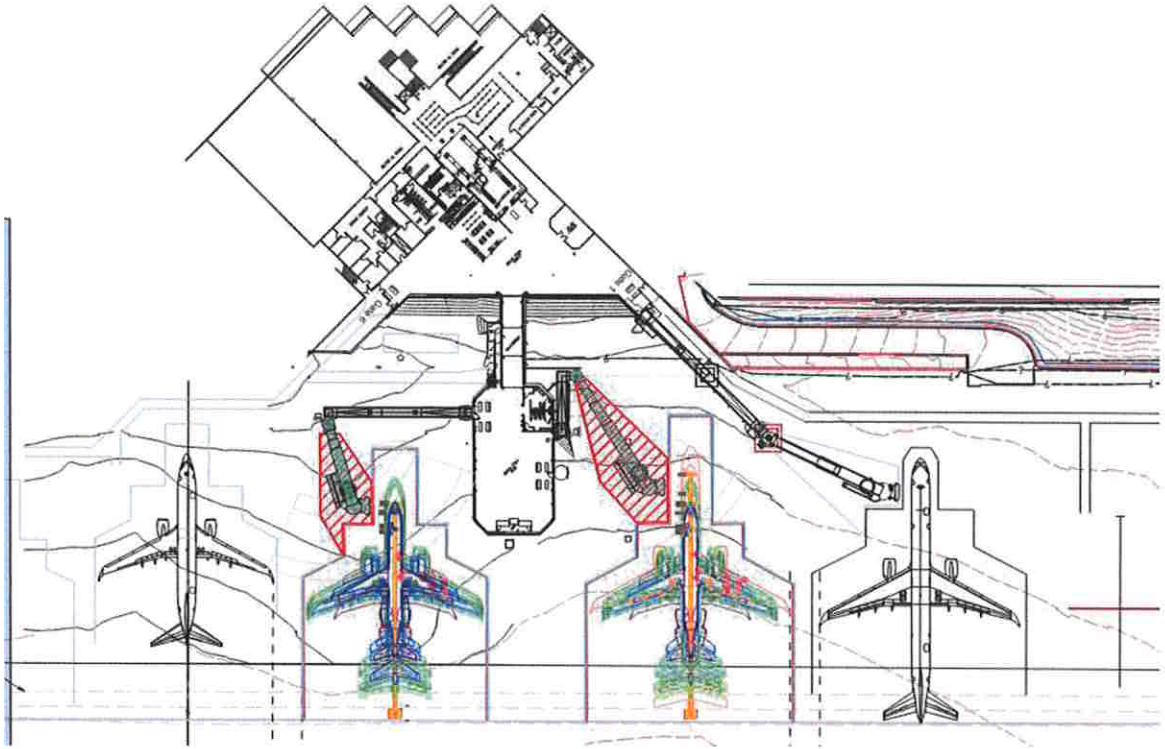
6. Sponsor's Representative: (include address & telephone number)

2828 Walker Field Drive
Grand Junction, Colorado 81506
(970) 244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport (GJT) LOCAL PRIORITY: N/A UPDATED: February 2024
WORK ITEM: BIL Terminal Expansion Phase I (Loading Bridges)

SKETCH:



JUSTIFICATION: Design, bid and build additional loading bridges at GJT as the first phase of the terminal building expansion. The terminal building expansion will allow for more commercial operations out of the airport and for different types of aircraft to be utilized.

SPONSOR SIGNATURE:  DATE: 2/9/2024

COST ESTIMATE: **\$3,500,000** Item (earthwork, drainage, and grading)

ADMINISTRATION:	\$ 10,000		\$		\$
ENGINEERING:	\$ 200,000		\$		\$
CONSTRUCTION:	\$ 3,290,000		\$	TOTAL:	\$ 3,500,000

ADO USE:

PREAPP GRANT NPIAS WORK FAA
NO: NO: CODE: CODE: PRIOR: FED \$

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Acceptance of Airport Infrastructure Grant Agreement for Passenger Boarding Bridge Improvements.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve FAA Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024, Improve Terminal Building (2 Loading Bridges), in an amount not to exceed \$3,743,000 and the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County and authorize the Board Chair and Executive Director to sign.		
SUMMARY:	<p>This Airport Infrastructure Grant Agreement provides grant funding from the Bipartisan Infrastructure Law for 90% of the Passenger Boarding Bridge Replacement Project. Work includes replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the PBB located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements.</p> <p>This project is expected to be funded 90% by this grant, 5% by a CDOT grant that was awarded earlier this year, and 5% using GJRAA revenues. The CDOT portion is slightly higher than the grant amount, but they have already updated it in their system to match what is below with no further action needed from the GJRAA Board.</p> <p>Grant applications were previously submitted to the FAA and CDOT with a 5% local match from the Authority.</p> <p>The FAA has indicated the final grant agreement will be sent by the end of June and expects it to match the draft agreement attached here.</p>		
REVIEWED BY:	Legal Counsel, Executive Director, CIP Manager		
FISCAL IMPACT:	Federal Request - \$3,743,000 CDOT (5%) – \$ 207,944 GJRAA (5%) - \$ 207,944 Total Project Cost - \$ 4,158,888		
ATTACHMENTS:	1. Draft Grant Transmittal Letters 2. Draft Grant Offers 3. Co-Sponsorship Agreements (City of Grand Junction) 4. Co-Sponsorship Agreements (Mesa County)		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-244-9100		



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas R. Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Ms. Andrea Phillips, Interim City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Ms. Daniel:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0027-080-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXXX**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

DRAFT



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	<u>{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}</u>	
Airport/Planning Area	<u>Grand Junction Regional Airport</u>	
Airport Infrastructure Grant Number	<u>3-08-0027-080-2024</u>	<u>[Contract # DOT-FA24NM-1022]</u>
Unique Entity Identifier	<u>P2MUNC6N7YM6</u>	

TO: Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-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 XXXX, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Improve Terminal Building (2 Loading Bridges)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,743,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,743,000 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will 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 XXXX, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must 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 for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** 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 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; 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 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; 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 2 CFR Part 1200.
- d. *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) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - 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 Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
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 Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant 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 institute 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).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated XXXX, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between 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.
30. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
34. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
35. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

36. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Improve Terminal Building (2 Loading Bridges) included in the project must not exceed 100% percent of the actual cost of the entire building.
37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated {{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

County of Mesa, Colorado

(Name of Sponsor)

{{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer6:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer6:title}}

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer7: fullname}}**, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at **{{DateTime_es :signer7:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer7:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of XXXX.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2024, 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 No. 3-08-0027-080-2024 (“Project”).

D. The FAA is willing to provide \$3,743,000 toward the estimated costs of the Projects, 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 Agreements, 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 Projects 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 Agreements, 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 Projects contemplated by the Grant Agreements are 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 venture, 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 _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____
Andrea Phillips, Interim City Manager
City of Grand Junction

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2024, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the Mesa County, Colorado (“County”).

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 County.

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 No. 3-08-0027-080-2024 (“Project”).

D. The FAA is willing to provide \$3,743,000 toward the estimated costs of the Projects, 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 Agreements, 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 County 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 County and Airport Authority.

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

AGREEMENT

1. By its execution of this Agreement, the County hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the County's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the County, its officers, employees, and agents, harmless from, and to indemnify the County, 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 County, 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 Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the County's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the County 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 Agreements, 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 County'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 County 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 County's regulatory jurisdiction. The County also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the County for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the County's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the County is not a co-owner, agent, partner, joint venture, 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 _____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

MESA COUNTY, COLORADO

By _____
Bobbie Daniel, Chair
Board of County Commissioners

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Notice of Award and Contract Approval to FCI Constructors for Passenger Boarding Bridge Improvements		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Notice of Award, Contract and Notice to Procure for Passenger Boarding Bridge Improvements to FCI Constructors for a maximum contract amount of \$3,940,714 upon receipt of final Airport Infrastructure Grant Agreement and authorize the Executive Director to sign.		
SUMMARY:	<p>This construction contract with FCI includes replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the PBB located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements. The project was competitively bid and staff recommends the contract be awarded to FCI as the lowest responsive and responsible bidder.</p> <p>The \$3,940,714 construction costs represent 94.7% of the total project cost of \$4,158,888.</p> <p>The construction documents were reviewed by the FAA. This project is planned to be funded 90% by the BIL grant, 5% by CDOT grant and a 5% local match from the Authority.</p>		
REVIEWED BY:	CIP Manager		
FISCAL IMPACT:	Federal Request - \$3,743,000 CDOT (5%) – \$ 207,944 GJRAA (5%) - \$ 207,944 Total Project Cost - \$ 4,158,888		
ATTACHMENTS:	1. Recommendation of award 2. Draft Notice of Award 3. Draft Contract 4. Draft Notice to Procure		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		



www.GarverUSA.com

May 31, 2024

Mrs. Angela Padalecki
Grand Junction Regional Airport
2828 Walker Field Dr,
Grand Junction, CO 81506

Re: Grand Junction Regional Airport Authority
Passenger Boarding Bridge Improvements
Recommendation of Award

Dear Mrs. Padalecki:

Bids were received for the "PASSENGER BOARDING BRIDGE IMPROVEMENTS" project at the 2828 Walker Field Drive administration offices at 1:30 PM on May 29, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of one (1) bid was received on the project. FCI Constructors, Inc. submitted the only bid for the project in the amount of \$3,940,714.00.

FCI Constructors has indicated that they will not meet the DBE goal for this project. As part of their bid, FCI Constructors included documentation of a good faith effort to meet the DBE goal of 3.04%. Provided bid documentation of their effort is attached for reference.

FCI Constructors indicated that they cannot comply with the 100 percent Buy American Preferences required by the bid documents, and they will require a waiver. We have delivered the Buy American waiver forms to FCI for completion and submittal. Once returned, the waiver will need to be submitted to the FAA for approval.

We believe that the bid submitted by FCI Constructors represents a good value for the Grand Junction Regional Airport Authority. Contingent upon FAA approval of the Buy American waiver and concurrence of award, we recommend that the construction contract for the "PASSENGER BOARDING BRIDGE IMPROVEMENTS" be awarded to FCI Constructors, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Colin Bible, P.E.
Senior Project Manager

Attachments: Bid Tabulation
DBE Good Faith Effort
Buy American Certification

**GRAND JUNCTION REGIONAL AIRPORT
PASSENGER BOARDING BRIDGE
BID TABULATION
BID OPENING: MAY 29, 2024; 1:30 PM LOCAL**

FCI Constructors, Inc

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$314,449.00	\$314,449.00
2	SS-101-1.1	Remove and Dispose of Stair and Accessible Ramp at Gate 2	LS	1	\$22,767.00	\$22,767.00
3	SS-101-1.2	Remove and Dispose of Gate 3 Passenger Boarding Bridge	LS	1	\$58,071.00	\$58,071.00
4	SS-101-1.3	Remove and Dispose of Gate 4 Passenger Boarding Bridge	LS	1	\$58,071.00	\$58,071.00
5	SS-101-1.4	Install New Passenger Boarding Bridge at Gate 2	LS	1	\$1,560,466.00	\$1,560,466.00
6	SS-101-1.5	Install New Stair and Accessible Ramp at Gate 3	LS	1	\$89,205.00	\$89,205.00
7	SS-101-1.6	Install New Passenger Boarding Bridge at New Gate 4	LS	1	\$1,837,685.00	\$1,837,685.00

TOTALS

\$3,940,714.00



00 45 39 DBE PARTICIPATION REPORTING

Disadvantaged Business Enterprise (DBE) Utilization

The undersigned Bidder has satisfied the requirements of the bid requirement in the following manner (please check the appropriate space):

☐ The Bidder is committed to a minimum 3.04% DBE utilization on this Project under the resulting Contract.

☒ The Bidder (if unable to meet the DBE goal of 3.04%) is committed to a minimum of 0 % utilization on this Project under the resulting Contract and submits documentation demonstrating *good faith efforts*.

Name of Bidder: FCI Constructors, Inc.

By:  VICE PRESIDENT
(Signature of Bidder's Representative) (Title)

Printed Name: EVAN WACTON

Note:

In accordance with CFR part 26.55, 60% of the value of materials or supplies purchased from a **DBE dealer** counts toward the DBE goal. Materials or supplies obtained from a **DBE manufacturer** count 100% of the cost of materials or supplies.

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Schedule of DBE Unavailability

Complete the following schedule if DBE goal is not met. Include DBE contractors that were contacted but unable to complete work on the Project.

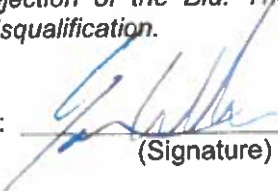
FCI Constructors, Inc.

(Name of Contractor under Contract with Owner)

Name of DBE Subcontractor	Contact Person	Contact Number	Description of Work to be performed by DBE firm	Reason Unavailable
See below				

The undersigned certifies that the above DBE(s) was/were contacted, in good faith, and the said DBE(s) was/were unable to submit an acceptable responsive bid. Failure to fill out DBE forms is a ground for rejection of the Bid. The making of a material misrepresentation is a ground for consideration for disqualification.

By:



(Signature)

VKE PRESIDENT

(Title)

5/29/24

(Date)

Printed Name:

Evan Watson



Project:GJRA PBB Improvements: Invited - List All - Filter by Certification

Company Name	Location Name	Invited	Status
02220 - Demolition - Site & Building		Inv 139, Acc 2, Dec 12, Pro 0	
Asco Masonry	907 260 3948 - Vince Grasso Grand Junction, CO	YES	Invited
Colorado Cleanup Corporation	303 841 3881 - Charlotte Adams Littleton, CO	YES	Invited
Colorado Hazardous Environmental, Inc.	720 583 0840 - Josue Iniguez Denver, CO	YES	Invited
Hillen Corporation	303 287 2664 - Isaiah Martinez Commerce City, CO	YES	Invited
JKS Industries, LLC	303 238 0207 - Greg Allen Lakewood, CO	YES	Invited
Perfecto Archuleta Construction	970 672 8899 - Edward Archuleta Carr, CO	YES	Invited
02300 - Earthwork		Inv 350, Acc 2, Dec 33, Pro 0	
BEC Barajas Excavating	720 710 9540 - Antonio Barajas Denver, CO	YES	Invited
Colorado Cleanup Corporation	303 841 3881 - Charlotte Adams Littleton, CO	YES	Invited
Gilbert Contracting, Inc. - GCI	720 408 0410 - Sam Swan Westminster, CO	YES	Declined
Iron Woman Construction	303 399 5534 - Shaun Egan Denver, CO	YES	Invited
Munchiando Excavating Inc	303 940 6642 - Linda Munchiando Wheat Ridge, CO	YES	Invited
Perfecto Archuleta Construction	970 672 8899 - Edward Archuleta Carr, CO	YES	Invited
02760 - Striping / Site Signage		Inv 46, Acc 0, Dec 6, Pro 0	
Alert Traffic Control, Inc.	970 884 0578 - Tony Beam Bayfield, CO	YES	Invited
Kolbe Striping (KSI) Called 3x times and did not respond to messages	303 688 9516 - Jim Tisdall Castle Rock, CO	YES	Invited
Quality Linings and Painting, Inc. Bid different scope.	303 307 1313 - Garret Williams Denver, CO	YES	Declined
S & S Striping and Signage	970 759 3664 - Spencer Lee Brighton, CO	YES	Invited
05500 - Misc. Metals		Inv 115, Acc 1, Dec 22, Pro 0	
Alcam Metal Dist.	303 463 5879 - Bill Garcia Denver, CO	YES	Invited
Flawless Steel Welding - FSW	720 638 7289 - Victor Garcia Denver, CO	YES	Invited
Pikes Peak Steel	719 471 8811 - Dale Beevers Colorado Springs, CO	YES	Invited
09900 - Painting & Water Repellents		Inv 180, Acc 2, Dec 10, Pro 0	
Quality Linings and Painting, Inc. 107% greater than low bid	303 307 1313 - Garret Williams Denver, CO	YES	Accepted
Raymond's Painting and Decorating, Inc.	303 458 0303 - Estevan Trujillo Denver, CO	YES	Invited
15000 - Mechanical		Inv 228, Acc 2, Dec 39, Pro 0	
NM Industrial Services LLC	303 297 0195 - Mike Mahoney Denver, CO	YES	Invited
Southwest Mechanical Management Inc	303 420 5470 - John Tuddy Arvada, CO	YES	Invited
16000 - Electrical Work		Inv 276, Acc 2, Dec 39, Pro 0	
Denver Electrical Contractors	303 432 8879 - Dana Hoff Denver, CO	YES	Invited
LEI Companies Inc	303 934 5631 - Barry Masser Golden, CO	YES	Declined

Company Name		Location Name	Invited	Status
MBR Electric	303 430 8840 - Ken Vosh	Westminster, CO	YES	Invited
North/Western Electrical	303 668 6918 - Dan Kindall	Northglenn CO	YES	Invited
Peak View Electric	719 387 8598 - Fred Buah	Denver, CO	YES	Invited
RMK Electric	303 471 5675 - Clint	Centennial, CO	YES	Invited
Surgelectric	720 509 9029 - Loreli Bratton	Denver, CO	YES	Invited
FBS Electric - Bid was exceedingly high	303 715 8888 - Adam Cressman	Denver, CO	YES	Accepted

FCI Solicited all businesses above certified as a DBE. Of the DBE's solicited, only two responded to our bid invitation. One bid was 107% greater than the low bid. The second bid was exceedingly greater than the low bid.

Call Log

JET BRIDGES	Contact:	Phone:	Email:	Bidding (Yes or No):	
JBT OSMKOSH				Yes	
DEMOLITION	Contact:	Phone:	Email:	Bidding (Yes or No):	
WIC				Yes	
ICM					
PLUMBING	Contact:	Phone:	Email:	Bidding (Yes or No):	
COCKEYS				Yes	
ZH				Yes	
Electrical	Contact:	Phone:	Email:	Bidding (Yes or No):	
McAtlin				Yes	
White Star				Yes	
Paint	Contact:	Phone:	Email:	Bidding (Yes or No):	
WBS	Jamie Stockton	970 200 1086 970 245 2856	jstockton@wbspaints.com	Yes	BMAY: sent link to Jamie
INTEGRITY	Abram	970 852 8101 970 201 3798	abramintegritypaint@gmail.com	Yes	BMAY: sent link to Abram
Concrete	Contact:	Phone:	Email:	Bidding (Yes or No):	
Burner Construction	Jim Burner	(970) 270-0575	jim@burnerconstruction.com	Yes	BMAY: sent over documents, plan to bid
MAYS				No	Called w/ Justin
M+M				No	Called w/ Justin
Kleen Kut Service	Cathy	970 243 9847	cathy@kleenkutservice.com	Yes	BMAY - Left a message
Structural	Contact:	Phone:	Email:	Bidding (Yes or No):	
Western Slope Iron	Brayden Burris Gordon Cole	970-243-9770	bburris@iron.com	No	BMAY: Talked to Gordon, says it is too small to be competitive
Rocky Mountain Steel	Tim Warner	(970) 323-6323 x112	blorimor@kaycee.nettimw@kaycee.net	Yes	BMAY: Left a message
Western Precision Manufacturing	Jimmy Giles Marty Ashcraft	970 245 0480 970 245 0571	jimmy@wpmfg.commarty@wpmfg.com	Yes	BMAY: Talked to Jimmy
Openings	Contact:	Phone:	Email:	Bidding (Yes or No):	
McKinney Door	Bob Zmati	719-543-3124 x33823	Bob_VanHess@mckinneydoor.com	Yes	BMAY: Talked to Bob, sent over details, plans to bid
Premier Window and Door	Mark Harmeling	970 640 5707	premierwd@yahoo.com	No	BMAY: Left a message; 17MAY: Left a message
STRIPING	Contact:	Phone:	Email:	Bidding (Yes or No):	
Asphalt Specialists & Supply	Brian Elam	970 260 4072	brian@asphaltaj.com	No	BMAY: Left a message
Proline West Inc		970 593 6789	info@prolinewest.com	Yes	BMAY: Sent over details
Straight Edge Striping	Doug Nielson	970 640 4465	straightedgesstriping@aol.com	No	BMAY: Left a message; called multiple times with no response
Mike High Striping	Mike	303 263 5953	mikehighstriping@gmail.com	No	BMAY: Not Bidding
MAJ	Jessica	970 623 4537		No	BMAY: "Not up to the standard to bid airport work"
Straight Stripe (St George)	Jake	435 634 0580 x6	jake@straightstripe.net	No	BMAY: Sent over details; Said he would look over plans and never submitted bid
American Striping	Jacob	720 648 5300		No	21MAY: Left a message
Kolbe Striping	Jim	308 688 9516	bid@kolbestriping.com	No	21MAY: Left a message; Left message two additional times with no response

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR EQUIPMENT/BUILDING PROJECTS
(Buildings such as Terminal, Hangars, Maintenance Equipment storage buildings, etc.)

As a matter of bid responsiveness, the Bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or offeror agrees:

1. To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

- ☒ The Bidder or offeror hereby certifies it **cannot** comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or offeror with the apparent low bid agrees:

1. To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive Bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal Bidders and/or offerors.
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component.
- d) Completed waiver applications for each comparable bid and/or offer.

00 51 00 NOTICE OF AWARD

Date of Issuance:

Owner:	GRAND JUNCTION REGIONAL AIRPORT AUTHORITY	Owner's Contract No.:	Client Project Number - 003.8017.000
Engineer:	Gensler	Engineer's Project No.:	003.0817.000
Project:	PBB Improvements		
Bidder:	FCI Constructors, Inc.		
Bidder's Address:	3070 Interstate 70 Business Loop, Bldg A Grand Junction, CO 81504		

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 29, 2024
for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Passenger Boarding Bridge (PBB) Improvements project.

The scope of work includes the replacement of the passenger boarding bridge (PBB) at Gate 4 and the replacement and relocation of the bridge located at Gate 3 to a revised location at Gate 2. At Gate 3, a new stair and accessible ramp to be built at the existing opening. Refer to the contract documents including the project manual for all relates alternates, etc. The full scope of work is AIP eligible, to be awarded in full and included.

The Contract price of the awarded Contract is: \$ 3,940,714.00

Unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security [*e.g., Performance bond and Payment bond*] and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner:

Authorized Signature

By:

Title:

Bidder:

Authorized Signature

By:

Title:

Copy: Engineer

**00 52 00 CONTRACT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Grand Junction Regional Airport Authority (“Owner”) and
FCI Constructors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The replacement of the passenger boarding bridge (PBB) at Gate 4 and the replacement and relocation of the bridge located at Gate 3 to a revised location at Gate 2. At Gate 3, a new stair and accessible ramp to be built at the existing opening.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Gensler**.
- 3.02 The Owner has retained **Gensler** (“Engineer”) to act as Owner’s representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion
Procurement Phase	Time as required for equipment to arrive onsite
Construction Phase	180 calendar days
Total Project	Procurement plus 210 calendar days for Final Acceptance

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$3,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This cost is for actual cost incurred to the Construction Manager, \$2,000, and Resident Engineer, \$1,500.
 2. Final Acceptance: Contractor shall pay Owner \$3,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Final Acceptance until the Work is accepted. This cost is for actual cost incurred to the Construction Manager, \$2,000, and Resident Engineer, \$1,500.

4.04 *Special Damages*

- A. Not Used.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

- A. Not Used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the

Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form
 - 6. List of Proposed Subcontractors
 - 7. Wage Rates
 - 8. Qualification Statement
 - 9. General Provisions
 - 10. Special Provisions
 - 11. DBE Participation Reporting
 - 12. Bidders Certifications
 - 13. Supplemental Specifications as listed in the Table of Contents
 - 14. Technical Specifications as listed in the Table of Contents
 - 15. Drawings
 - 16. Performance Bond
 - 17. Payment Bond
 - 18. Certificates of Insurance
 - 19. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 20. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Procure.
 - b. Notice to Proceed.
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Grand Junction Regional Airport Authority

FCI Constructors, Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

2828 Walker Field Drive

Grand Junction, CO 81506

License No.: _____
(where applicable)

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Date

Mr. Evan Walton
FCI Constructors, Inc.
3070 Interstate 70 Business Loop, Bldg A
Grand Junction, CO 81504

Re: Grand Junction Regional Airport
Passenger Boarding Bridge (PBB) Improvements
Notice to Procure

Dear Mr. Walton:

Please consider this letter as your Notice to Procure with construction on the above referenced project, effective **DATE**. This Notice to Procure allows for the acquisition of the passenger boarding bridges and equipment necessary for construction and installation in accordance with the contract documents.

Under the terms of the Contract, construction shall not begin until a separate Notice to Proceed is issued.

Please call me if you have any questions.

Sincerely,

GJRAA,

Angela Padalecki
Executive Director

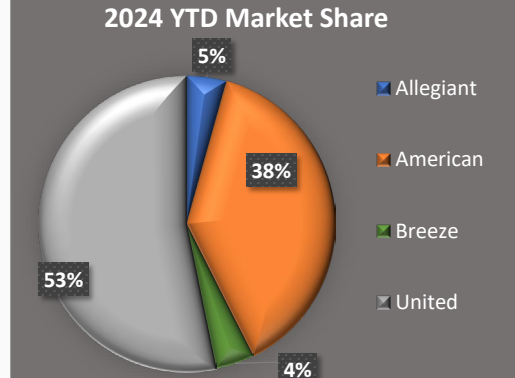
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GRAND JUNCTION REGIONAL AIRPORT

April 2024
DATA & STATISTICS

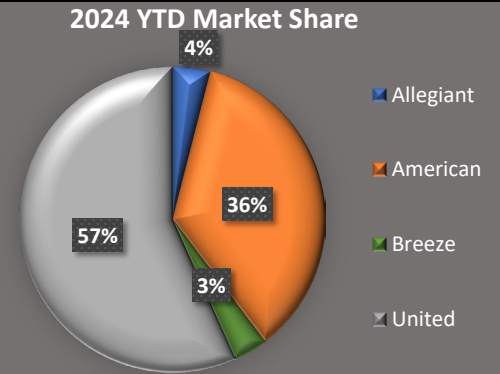
Total Passenger Enplanements



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	987	7,201		10,410	0	18,598	↑ 12.1%
FEB	824	7,532	846	9,478	0	18,680	↑ 1.4%
MAR	961	8,521	1,512	11,046	53	22,093	↑ 10.0%
APR	798	8,226	1,089	12,830	0	22,943	↑ 3.4%
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
TOTAL	3,570	31,480	3,447	43,764	53	82,314	
Market Share	4.34%	38.24%	4.19%	53.17%	0.06%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	932	8,545	0	7,110	0	16,587
FEB	1,507	9,479	0	7,326	108	18,420
MAR	2,512	8,687	0	8,886	0	20,085
APR	1,790	10,063	0	10,339	0	22,192
MAY	1,587	10,848	0	11,221	0	23,656
JUN	1,663	9,246	0	9,285	0	20,194
JUL	2,571	10,062	0	9,280	0	21,913
AUG	1,303	9,171	0	9,826	0	20,300
SEP	893	10,032	0	12,388	0	23,313
OCT	1,074	11,220	0	11,501	0	23,795
NOV	980	8,490	0	11,535	0	21,005
DEC	1,041	7,932	0	10,877	0	19,850
TOTAL	17,853	113,775	-	119,574	108	251,310
Market Share	7.10%	45.27%	0.00%	47.58%	0.04%	100.00%

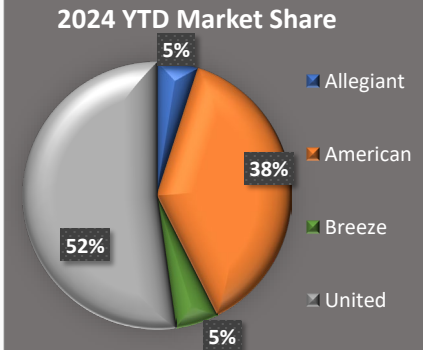
Total Passenger Deplanements



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	1,001	9,044		13,474	0	23,519	↑ 21.4%
FEB	814	7,316	738	11,500	178	20,546	↑ 4.4%
MAR	925	7,705	1,445	13,377	207	23,659	↑ 0.7%
APR	860	7,960	1,067	12,601	121	22,609	↓ -1.0%
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
TOTAL	3,600	32,025	3,250	50,952	506	90,333	
Market Share	3.99%	35.45%	3.60%	56.40%	0.56%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	900	8,617	0	9,727	131	19,375
FEB	1,529	9,723	0	8,164	265	19,681
MAR	2,259	10,202	0	10,820	202	23,483
APR	1,827	10,498	0	10,453	54	22,832
MAY	1,683	10,837	0	10,761	0	23,281
JUN	1,683	9,194	0	9,776	2	20,655
JUL	2,792	9,595	0	9,006	0	21,393
AUG	1,345	9,124	0	9,897	0	20,366
SEP	796	9,615	0	11,834	0	22,245
OCT	1,050	10,451	0	11,176	0	22,677
NOV	960	8,262	0	11,333	0	20,555
DEC	992	8,386	0	11,724	0	21,102
TOTAL	17,816	114,504	-	124,671	654	257,645
Market Share	6.91%	44.44%	0.00%	48.39%	0.25%	100.00%

Scheduled Capacity

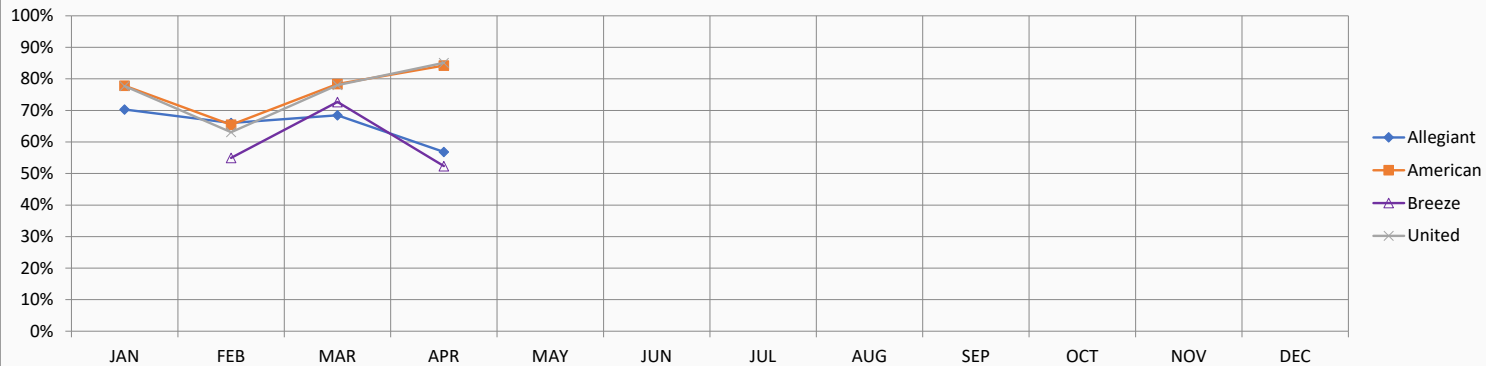


2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	1,404	9,254		13,399	24,057	↑ 15.8%
FEB	1,248	11,508	1,540	14,912	29,208	↑ 21.1%
MAR	1,404	10,871	2,080	14,078	28,433	↑ 2.1%
APR	1,404	9,766	2,080	15,077	28,327	↑ 4.5%
MAY					0	
JUN					0	
JUL					0	
AUG					0	
SEP					0	
OCT					0	
NOV					0	
DEC					0	
TOTAL	5,460	41,399	5,700	57,466	110,025	
Market Share	4.96%	37.63%	5.18%	52.23%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	1,446	11,096	0	8,230	20,772
FEB	2,112	13,749	0	8,262	24,123
MAR	3,102	13,908	0	10,846	27,856
APR	2,826	13,300	0	10,980	27,106
MAY	2,334	13,057	0	12,418	27,809
JUN	3,078	11,091	0	11,424	25,593
JUL	3,546	12,727	0	11,214	27,487
AUG	1,794	13,628	0	11,218	26,640
SEP	1,278	11,972	0	14,112	27,362
OCT	1,404	12,212	0	12,106	25,722
NOV	1,269	10,053	0	12,716	24,038
DEC	1,448	9,912	0	12,990	24,350
TOTAL	25,637	146,705	-	136,516	308,858
Market Share	8.30%	47.50%	0.00%	44.20%	100.00%

Load Factor

*Includes Scheduled Flights ONLY



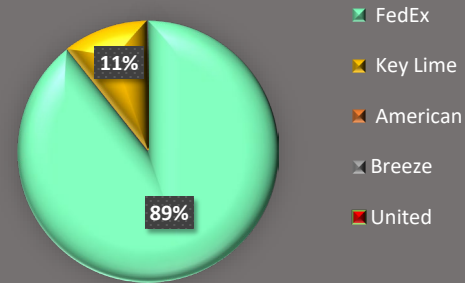
2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	70%	78%		78%	77%	↓ -3%
FEB	66%	65%	55%	63%	64%	↓ -13%
MAR	68%	78%	73%	78%	77%	↑ 5%
APR	57%	84%	52%	85%	81%	↑ 0%
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	65%	76%	60%	76%	75%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	64%	77%	0%	86%	80%
FEB	71%	69%	0%	89%	76%
MAR	81%	62%	0%	82%	72%
APR	63%	76%	0%	91%	81%
MAY	68%	83%	0%	90%	85%
JUN	54%	83%	0%	77%	77%
JUL	73%	79%	0%	81%	79%
AUG	73%	67%	0%	83%	74%
SEP	70%	84%	0%	88%	85%
OCT	76%	92%	0%	94%	92%
NOV	77%	84%	0%	91%	87%
DEC	72%	80%	0%	84%	82%
TOTAL	70%	78%	0%	86%	81%

2024 Enplaned and Deplaned Airfreight - Lbs

2024 Market Share

2024 YTD		
Enplaned Freight	1,242,325	↑ 11.58%
Deplaned Freight	1,927,042	↑ 6.39%
2023 YTD		
Enplaned Freight	1,113,375	
Deplaned Freight	1,811,228	



Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual Inc/Dec
JAN	284,027	14,391	12	-	97	298,527	298,527	↑ 8.0%
FEB	304,293	11,959	-	-	29	316,281	614,808	↑ 33.5%
MAR	312,469	16,211	-	-	989	329,669	944,477	↑ 1.5%
APR	281,463	16,218	-	-	167	297,848	1,242,325	↑ 8.3%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,182,252	58,779	12	-	1,282	1,242,325	1,242,325	
Market Share	95.16%	4.73%	0.00%	0.00%	0.10%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month Inc/Dec
JAN	375,391	65,372	380	-	2,181	443,324	443,324	↓ -1.1%
FEB	438,433	65,277	567	-	615	504,892	948,216	↑ 17.3%
MAR	459,530	69,041	-	-	573	529,144	1,477,360	↑ 2.1%
APR	376,375	72,606	701	-	-	449,682	1,927,042	↑ 8.5%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,649,729	272,296	1,648	-	3,369	1,927,042	1,927,042	
Market Share	85.61%	14.13%	0.09%	0.00%	0.17%	100.00%		

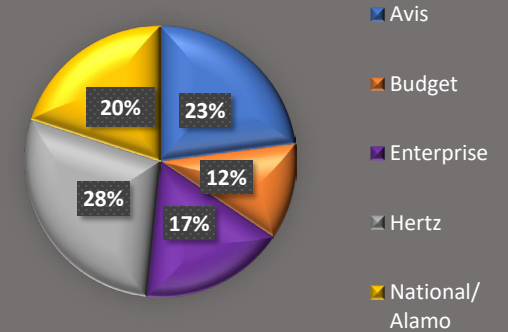
2024 Aircraft Operations

Itinerant						Local			
2024	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	629	456	1,839	98	3,022	2,080	36	2,116	5,138
FEB	666	413	1,848	182	3,109	2,010	50	2,060	5,169
MAR	711	471	1,762	107	3,051	2,002	82	2,084	5,135
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	2,006	1,340	5,449	387	9,182	6,092	168	6,260	15,442
Historical Data	2019	2020	2021	2022	2023	2024	2023-2024 Inc/Dec		
JAN	3,425	3,713	4,904	4,477	4,054	5,138	↑	26.74%	
FEB	3,473	4,378	4,195	4,672	3,457	5,169	↑	49.52%	
MAR	4,119	3,241	4,710	4,636	4,390	5,135	↑	16.97%	
APR	3,378	2,436	4,238	4,357	4,538	-			
MAY	4,075	3,826	4,514	5,235	4,440	-			
JUN	4,293	4,588	5,000	4,785	4,473	-			
JUL	4,348	4,784	5,014	4,039	5,356	-			
AUG	4,256	5,436	4,858	4,983	5,250	-			
SEP	3,941	4,777	5,355	4,890	6,450	-			
OCT	4,004	5,216	5,095	5,171	5,690	-			
NOV	3,811	4,612	4,841	3,974	5,078	-			
DEC	4,216	4,532	4,269	3,746	6,135	-			
TOTAL	47,339	51,539	56,993	54,965	59,311	15,442			

2024 Rental Car Revenues



2024 Market Share



2024	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026	↑	2.3%
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202	↑	0.5%
MAR	246,456	128,358	173,034	253,618	240,412	1,041,878	2,474,080	↑	5.3%
APR	223,351	113,327	200,361	291,896	197,600	1,026,535	3,500,615	↑	3.5%
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
TOTAL	802,573	401,271	603,467	993,751	699,553	3,500,615	3,500,615		
Market Share	22.93%	11.46%	17.24%	28.39%	19.98%	100.00%			

2023	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	181,827	65,487	123,652	188,798	143,046	702,810	702,810
FEB	190,145	75,821	107,590	206,867	142,539	722,962	1,425,772
MAR	254,342	104,412	134,608	247,316	183,427	924,105	2,349,877
APR	274,156	134,658	196,094	217,265	208,603	1,030,775	3,380,652
MAY	214,029	146,630	233,204	272,627	246,679	1,113,171	4,493,823
JUN	220,371	155,734	214,896	351,403	195,591	1,137,994	5,631,817
JUL	216,754	165,221	204,004	369,830	207,560	1,163,369	6,795,186
AUG	240,821	157,859	184,695	345,047	209,632	1,138,054	7,933,240
SEP	294,294	149,806	284,758	336,892	244,914	1,310,664	9,243,904
OCT	265,920	170,534	271,416	344,468	277,885	1,330,223	10,574,127
NOV	152,239	72,211	174,950	233,775	153,820	786,995	11,361,122
DEC	117,840	63,949	134,389	194,173	119,753	630,104	11,991,226
TOTAL	2,622,738	1,462,322	2,264,256	3,308,461	2,333,449	11,991,226	
Market Share	21.87%	12.19%	18.88%	27.59%	19.46%	100.00%	

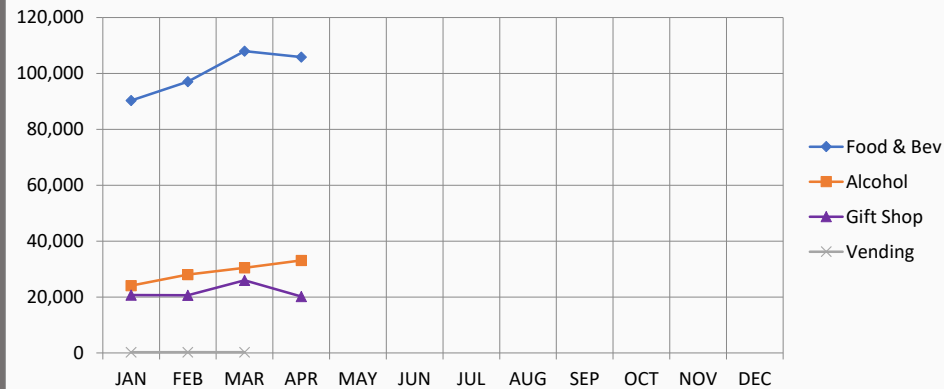
2024 Parking Revenues



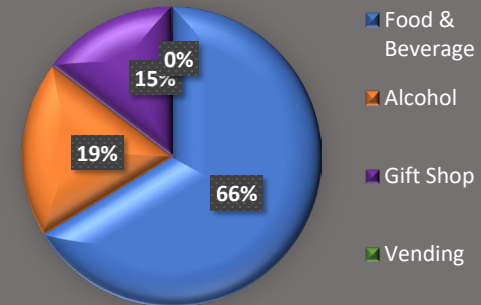
2024	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	209,954	7,194	209,954	7,194	\$ 29.18	↑ 9.8%
FEB	211,874	7,431	211,874	7,431	\$ 28.51	↑ 1.2%
MAR	225,906	8,059	225,906	8,059	\$ 28.03	↑ 5.5%
APR	231,790	8,054	231,790	8,054	\$ 28.78	↓ -0.2%
MAY			0			
JUN			0			
JUL			0			
AUG			0			
SEP			0			
OCT			0			
NOV			0			
DEC			0			
TOTAL	879,524	30,738	879,524	30,738	\$ 28.61	

2023	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	
JAN	182,662	6,875	182,662	6,875	\$ 26.57	
FEB	201,062	7,137	383,724	14,012	\$ 28.17	
MAR	214,738	8,079	598,462	22,091	\$ 26.58	
APR	243,795	8,458	842,257	30,549	\$ 28.82	
MAY	250,617	9,550	1,092,874	40,099	\$ 26.24	
JUN	183,350	8,396	1,276,224	48,495	\$ 21.84	
JUL	178,577	8,650	1,454,801	57,145	\$ 20.64	
AUG	178,228	7,882	1,633,029	65,027	\$ 22.61	
SEP	199,599	8,268	1,832,628	73,295	\$ 24.14	
OCT	239,876	10,128	2,072,504	83,423	\$ 23.68	
NOV	227,874	7,983	2,300,378	91,406	\$ 28.54	
DEC	217,878	8,356	2,518,256	99,762	\$ 26.07	
TOTAL	2,518,256	99,762	2,518,256	99,762	\$ 25.24	

2024 Terminal Concessions Revenues



2024 Market Share



2024	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec
JAN	90,313	24,078	20,698	249	\$ 135,337	↓ -6.2%
FEB	97,093	28,025	20,670	252	\$ 146,040	↑ 2.5%
MAR	107,983	30,437	25,985	260	\$ 164,665	↑ 1.2%
APR	105,850	33,106	20,187		\$ 159,144	↓ -8.7%
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	401,239	115,646	87,540	761	605,187	-69%

2023	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	94,581	27,001	22,149	542	\$ 144,273
FEB	93,333	27,432	21,176	525	\$ 142,465
MAR	102,174	35,647	24,536	433	\$ 162,790
APR	111,201	35,582	27,274	344	\$ 174,402
MAY	106,032	36,213	30,735	316	\$ 173,296
JUN	105,070	28,173	28,665	271	\$ 162,180
JUL	111,353	31,433	31,937	237	\$ 174,960
AUG	104,513	31,181	32,036	279	\$ 168,008
SEP	102,355	34,840	34,470	260	\$ 171,925
OCT	105,895	37,553	32,609	233	\$ 176,290
NOV	87,515	31,440	25,939	236	\$ 145,131
DEC	79,536	27,439	24,070	292	\$ 131,337
TOTAL	1,203,560	383,933	335,597	3,968	1,927,057
Market Share	62%	20%	17%	0%	100%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

04/30/2024

		Month			Budget Variance		Prior Year Variance	
		04/30/2024	04/30/2024	04/30/2023				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	64,000	64,331	63,115	331	0.52 %	1,216	1.93 %
2	Terminal rent	134,417	129,376	116,967	(5,041)	(3.75) %	12,409	10.61 %
3	Other (boarding bridge)	4,907	2,844	5,602	(2,063)	(42.04) %	(2,758)	(49.23) %
	Total Passenger airline revenue	203,324	196,551	185,684	(6,773)	(3.33) %	10,867	5.85 %
Non-passenger airline revenue								
4	Non-passenger landing fees	10,200	12,465	10,350	2,265	22.21 %	2,115	20.43 %
5	Cargo and hangar rentals	5,350	5,455	5,284	105	1.96 %	171	3.24 %
6	Fuel tax	32,260	25,947	24,259	(6,313)	(19.57) %	1,688	6.96 %
7	Fuel Flowage Fees and Sales	42,336	32,630	43,272	(9,706)	(22.93) %	(10,642)	(24.59) %
8	Other (ramp parking, rapid refuel)	1,270	1,852	1,553	582	45.83 %	299	19.25 %
	Total Non-passenger airline revenue	91,416	78,349	84,718	(13,067)	(14.29) %	(6,369)	(7.52) %
	Total Aeronautical revenue	294,740	274,900	270,402	(19,840)	(6.73) %	4,498	1.66 %
Non-aeronautical revenue								
9	Land and building leases	57,417	80,023	68,088	22,606	39.37 %	11,935	17.53 %
10	Terminal - restaurant & retail	22,000	22,942	25,080	942	4.28 %	(2,138)	(8.52) %
11	Terminal - other	15,333	15,450	15,406	117	0.76 %	44	0.29 %
12	Rental cars	139,435	146,037	137,116	6,602	4.73 %	8,921	6.51 %
13	Parking	196,494	179,670	189,627	(16,824)	(8.56) %	(9,957)	(5.25) %
14	Ground Transportation	7,906	4,656	7,500	(3,250)	(41.11) %	(2,844)	(37.92) %
15	Other (advertising, security fee, vending, etc)	6,052	3,670	9,095	(2,382)	(39.36) %	(5,425)	(59.65) %
	Total Non-aeronautical revenue	444,637	452,448	451,912	7,811	1.76 %	536	0.12 %
	Total Operating revenues	739,377	727,348	722,314	(12,029)	(1.63) %	5,034	0.70 %

Variance Explanations -April 2024 Revenue Compared to Budget - Preliminary Financial Statements

	Apr-24	Apr-24	Apr-23	Budget Variance		PY Variance	
	Budget	Actual	Actual				
Seat Capacity	27,699	28,327	27,106	628	2%	1,221	5%
Passenger Landed Weight	26,030,611	26,529,850	25,158,131	499,239	2%	1,371,719	5%
Enplanements	22,542	22,943	22,192	401	2%	751	3%
Load Factor	81%	81%	82%		0%		-1%

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget-to-actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly budgeted operating revenue for April (\$37K), plus any other with impactful variances.

Operating Revenues: Operating revenues were 2% (\$12K) below budget in April 2024

- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA operations. Fuel flowage fees and sales were unfavorable to budget in March by 23% (\$10K) driven by a decrease in military activity.
- 9 **Land & Building Leases** – The increase over budget is due to one lease that is billed annually in April but was budgeted for evenly throughout the year in addition to the higher than expect CPI adjustments made in April. Although the revenue should be recorded when earned and not when billed, historically we do not recognize the prepaid revenue and amortize it throughout the year because the resulting prepaid value at year end is minimal and does not warrant the additional accounting work.
- 13 **Parking** - Parking revenues fell below budget by \$17K (9%) driven by a small dip in the number of transactions and shorter average stay.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		04/30/2024	04/30/2024	04/30/2023				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 246,000	\$ 291,574	\$ 238,063	\$ 45,574	18.53 %	\$ 53,511	22.48 %
2	Terminal rent	537,668	520,584	467,868	(17,084)	(3.18) %	52,716	11.27 %
3	Other (boarding bridge)	18,750	13,224	20,933	(5,526)	(29.47) %	(7,709)	(36.83) %
	<i>Total Passenger airline revenue</i>	<i>802,418</i>	<i>825,382</i>	<i>726,864</i>	<i>22,964</i>	<i>2.86 %</i>	<i>98,518</i>	<i>13.55 %</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	39,500	48,234	39,545	8,734	22.11 %	8,689	21.97 %
5	Cargo and hangar rentals	21,202	21,306	19,994	104	0.49 %	1,312	6.56 %
6	Fuel tax	124,051	98,020	147,073	(26,031)	(20.98) %	(49,053)	(33.35) %
7	Fuel Flowage Fees and Sales	161,505	155,432	177,690	(6,073)	(3.76) %	(22,258)	(12.53) %
8	Other (ramp parking, rapid refuel)	4,658	6,510	5,775	1,852	39.76 %	735	12.73 %
	<i>Total Non-passenger airline revenue</i>	<i>350,916</i>	<i>329,502</i>	<i>390,077</i>	<i>(21,414)</i>	<i>(6.10) %</i>	<i>(60,575)</i>	<i>(15.53) %</i>
	<i>Total Aeronautical revenue</i>	<i>1,153,334</i>	<i>1,154,884</i>	<i>1,116,941</i>	<i>1,550</i>	<i>0.13 %</i>	<i>37,943</i>	<i>3.40 %</i>
Non-aeronautical revenue								
9	Land and building leases	229,668	243,777	223,206	14,109	6.14 %	20,571	9.22 %
10	Terminal - restaurant & retail	76,000	85,937	87,609	9,937	13.08 %	(1,672)	(1.91) %
11	Terminal - other	61,332	61,800	61,624	468	0.76 %	176	0.29 %
12	Rental cars	482,696	495,698	473,303	13,002	2.69 %	22,395	4.73 %
13	Parking	745,574	752,730	719,516	7,156	0.96 %	33,214	4.62 %
14	Ground Transportation	27,679	25,533	27,355	(2,146)	(7.75) %	(1,822)	(6.66) %
15	Other (advertising, security fee, etc.)	17,123	25,262	20,644	8,139	47.53 %	4,618	22.37 %
	<i>Total Non-aeronautical revenue</i>	<i>1,640,072</i>	<i>1,690,737</i>	<i>1,613,257</i>	<i>50,665</i>	<i>3.09 %</i>	<i>77,480</i>	<i>4.80 %</i>
	Total Operating Revenues	\$ 2,793,406	\$ 2,845,621	\$ 2,730,198	\$ 52,215	1.87 %	\$ 115,423	4.23 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		04/30/2024	04/30/2024	04/30/2023				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating expenses								
16	Personnel compensation and benefits	\$ 1,042,896	\$ 894,363	\$ 846,963	(148,533)	(14.24) %	47,400	5.60 %
17	Communications and utilities	167,360	113,057	147,579	(54,303)	(32.45) %	(34,522)	(23.39) %
18	Supplies and materials	276,812	193,464	237,025	(83,348)	(30.11) %	(43,561)	(18.38) %
19	Contract services	306,200	231,328	186,131	(74,872)	(24.45) %	45,197	24.28 %
20	Repairs & maintenance	199,500	158,094	135,773	(41,406)	(20.75) %	22,321	16.44 %
21	Insurance	66,668	53,114	47,928	(13,554)	(20.33) %	5,186	10.82 %
22	Training, Travel, & Air Service Development	69,664	52,837	58,299	(16,827)	(24.15) %	(5,462)	(9.37) %
23	Other Expense (marketing, professional dues, etc.)	40,060	18,137	20,502	(21,923)	(54.73) %	(2,365)	(11.54) %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
<i>Total Operating expenses</i>		2,169,160	1,714,394	1,680,200	(454,766)	(20.97) %	34,194	2.04 %
Excess of Operating revenue over (under) expense		\$ 624,246	\$ 1,131,227	\$ 1,049,998	506,981	81.21 %	81,229	7.74 %
Non-operating revenue (expenses)								
25	Passenger facility charges	341,804	346,078	346,110	4,274	1.25 %	(32)	(0.01) %
26	Interest income	368,000	459,761	261,883	91,761	24.94 %	197,878	75.56 %
27	Interest expense	(254,788)	(259,260)	(245,294)	(4,472)	(1.76) %	(13,966)	(5.69) %
28	Customer facility charges	169,333	195,216	176,608	25,883	15.29 %	18,608	10.54 %
29	Capital contributions	18,645,835	8,862,279	5,277,055	(9,783,556)	(52.47) %	3,585,224	67.94 %
29	Capital expenditures	(21,173,436)	(10,217,379)	(6,026,483)	10,956,057	51.74 %	(4,190,896)	(69.54) %
30	Non-Capital Contributions	23,668	20,802	31,289	(2,866)	(12.11) %	(10,487)	(33.52) %
31	Debt principal payments	(326,000)	(326,031)	-	(31)	0.01 %	(326,031)	0.00 %
<i>Total Non-operating revenue (expenses)</i>		(2,205,584)	(918,534)	(178,832)	1,287,050	58.35 %	(739,702)	(413.63) %
Excess of revenue over (under) expense		\$ (1,581,338)	\$ 212,693	\$ 871,166	1,794,031	113.45 %	(658,473)	(75.59) %

Variance Explanations - April 2024 Preliminary Financial Statements

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget of \$140K for revenue and \$152K for all non-capital expenses and non-operating revenues and other impactful variances.

	YTD April -24 Budget	YTD April -24 Actual	YTD April -23 Actual	Budget Variance	PY Variance
Seat Capacity	96,977	110,025	99,857	13,048 13%	10,168 10%
Passenger Landed Weight	99,874,445	108,554,676	94,390,586	8,680,231 9%	14,164,090 15%
Enplanements	78,921	82,314	77,284	3,393 4%	5,030 7%
Load Factor	81%	75%	77%	-7%	-3%

Operating Revenues: Operating revenues were 2% (\$52K) ahead of budget through April 2024

- 16 Passenger airline landing fees - Passenger landing fees were 19% (\$46K) ahead of budget due to more scheduled flights on larger aircraft.
- 9 Land and Building Leases - The primary difference between budget and actual revenue in the ground leases is due to the higher than expected 24-month CPI increase of 11.24% that was implemented in April.

Operating Expenses: Operating expenses were 21% (\$455K) below budget through April 2024

- 16 Personnel Compensation & Benefits – Expenses were 14% (\$149K) below budget due to position vacancies.
- 17 Communications and Utilities – Communications and utilities expenses were 32% (\$54K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 18 Supplies & Materials – Supplies and materials were 30% (\$83K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 19 Contract Services – Contract services were 24% (\$75K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 20 Repairs & Maintenance – Repairs and maintenance expenses were 21% (\$41K) under budget. The monthly budget reflects expenses for Repairs & Maintenance spread throughout the year. Actual expenses are incurred on an as-needed basis.

Non-Operating Revenues and Expenses:

- 26 Interest Income – Interest income was \$92K above budget due to higher balances held in the COLOTRUST investment accounts due to construction season just beginning.
- 28 CFC Revenue – CFC revenues were 15% (\$26K) ahead of budget driven by an increase in the average rental duration and greater number of rental car transactions.
- 29 Capital Contributions & Expenditures – The differences to budgeted amounts in these accounts were attributed to construction activity. The construction work is budgeted in total for the entire year. These expenditures are largely driven by the phase of construction to be completed in the reporting period.

Grand Junction Regional Airport Authority
Statement of Financial Position - Unaudited, subject to change

		Month Ending 04/30/2024	Month Ending 03/31/2024	Variance
Assets				
Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 24,657,424	\$ 24,310,587	\$ 346,837
	Cash and Cash Equivalents - Restricted	3,430,297	3,408,281	22,015
1	<i>Total Cash and Cash Equivalents</i>	<u>28,087,721</u>	<u>27,718,868</u>	<u>368,853</u>
Accounts Receivable				
	Accounts Receivable - Ops, net of allowance of \$24,000	4,454,562	4,574,513	(119,951)
	Accounts Receivable - Capital	9,164,318	8,549,665	614,653
2	<i>Total Accounts Receivable, Net</i>	<u>13,618,880</u>	<u>13,124,178</u>	<u>494,702</u>
3	Prepaid Expenses	531,925	542,154	(10,229)
	<i>Total Current Assets</i>	<u>42,238,526</u>	<u>41,385,200</u>	<u>853,326</u>
Non-Current Assets				
Capital Assets				
	Capital Assets not subject to depreciation	49,676,441	49,676,441	-
	Capital Assets subject to depreciation, net	63,062,094	63,567,018	(504,924)
4	<i>Total Capital Assets, Net</i>	<u>112,738,535</u>	<u>113,243,459</u>	<u>(504,924)</u>
5	Bond Project Fund	450,077	448,112	1,965
	<i>Total Non-Current Assets</i>	<u>113,188,611</u>	<u>113,691,571</u>	<u>(502,959)</u>
	Total Assets	<u>155,427,137</u>	<u>155,076,771</u>	<u>350,367</u>
6	Deferred Outflows of Resources - Pension Plan	<u>1,110,887</u>	<u>1,110,887</u>	<u>-</u>
Liabilities				
Current Liabilities				
7	Accounts Payable - Ops	169,172	260,952	(91,780)
7	Accounts Payable - Capital	7,638,576	6,782,365	856,211
8	Accrued Expenses	264,014	240,519	23,495
9	Lease Deposits	151,054	151,054	-
10	Deferred Revenue	25,067	25,067	-
11	Note Payable	344,341	335,812	8,529
12	Current portion of bonds payable	1,255,461	1,199,786	55,675
	<i>Total Current Liabilities</i>	<u>9,847,685</u>	<u>8,995,554</u>	<u>852,130</u>
Long Term Liabilities				
	CO SIB Payable	3,075,737	3,075,737	-
	Bond and capital lease payable	14,369,592	14,369,592	-
	Deferred Revenue	311,244	313,333	(2,089)
	Net Pension and OPEB Liability	2,230,037	2,230,037	-
13	<i>Total Long Term Liabilities</i>	<u>19,986,610</u>	<u>19,988,699</u>	<u>(2,089)</u>
	<i>Total Liabilities</i>	<u>29,834,295</u>	<u>28,984,254</u>	<u>850,041</u>
14	Deferred Inflows of Resources	<u>3,800,868</u>	<u>3,800,868</u>	<u>-</u>
	Total Net Position	<u>\$ 122,902,862</u>	<u>\$ 123,402,537</u>	<u>\$ (499,675)</u>

Variance Explanations - April 2024 Statement of Financial Position

Assets: Total Assets increased by \$350K from March 2024 to April 2024 primarily due to grant reimbursements and capital accounts receivable cycles.

- 1 **Cash** – Unrestricted cash increased by \$347K driven by timing of payments and reimbursements on Capital Projects.
- 2 **Accounts Receivable** – Total receivables increased by \$495K as reimbursements were requested but not yet received on grant-funded projects.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation of assets.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

Deferred Outflows of Resources:

- 6 **Deferred Outflows of Resources - Pension Plan** – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

Liabilities: Total Liabilities increased by \$850K from March 2024 to April 2024 due to an increase in accounts payable associated with the airfield projects.

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used Paid Time Off and payroll accruals to recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Note Payable** – This line is the amount due in the next year on the CO SIB loan taken to pay for the public parking lot expansion and rehabilitation of Taxilane C1A.
- 12 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds.
- 13 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually at year-end to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airport's portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents payments received by the airport for future rights of services or rent for periods farther out than 12 months.

Deferred Inflows of Resources:

- 14 **Deferred Inflows of Resources - Pension Plan** – Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month.

Grand Junction Regional Airport Authority**Current Assets and Current Liabilities - Unaudited, subject to change**

	Month Ending 04/30/2024	Month Ending 03/31/2024	Variance
Current Assets			
Cash and Cash Equivalents - Unrestricted	\$ 24,657,424	\$ 24,310,587	\$ 346,837
Cash and Cash Equivalents - Restricted	3,430,297	3,408,281	22,015
Operating Accounts Receivable	4,454,562	4,574,513	(119,951)
Capital Accounts Receivable	9,164,318	8,549,665	614,653
Prepaid Expenses	531,925	542,154	(10,229)
Total Current Assets	42,238,526	41,385,200	853,326
Current Liabilities			
Accounts Payable - Ops	169,172	260,952	(91,780)
Accounts Payable - Capital	7,638,576	6,782,365	856,211
Accrued Expenses	264,014	240,519	23,495
Lease Deposits	151,054	151,054	-
Deferred Revenue	25,067	25,067	-
Current portion of note and bonds payable	1,599,802	1,535,598	64,204
Total Current Liabilities	9,847,685	8,995,554	852,130
Current Ratio - Excluding Restricted Cash	3.94	4.22	(0.28)
Days Unrestricted Cash on Hand	1,334	1,316	19

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through April 30, 2024

2024 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

Grant Number	Project/Grant Description	2024 Project Costs Incurred	Grant Revenue Recognized in 2024	2024 GJRAA Local Share
AIP 69	Airport Development Plan	-	-	-
AIP 72	Construct Runway 11/29 (Phase 11-Grading and Drainage)	938,702	938,702	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure	-	-	-
AIP 76	RWY 11-29 Construction Schedule 4	1,377,648	1,277,217	100,431
AIP 77	NAVAIDs and Schedule 4a Grading and Drainage	381,425	343,282	38,142
AIP 78	Temp NAVAID Equipment Construction Pavement Design	5,444,744	4,900,270	544,474
AIP 79	RWY 12-30 Sch 5-7 Grading & Drainage	1,558,675	1,402,807	155,867
AIP TBD	RWY 12-30 Pavement Design	292,632	-	292,632
Total Grant Projects		\$ 9,993,826	\$ 8,862,279	\$ 1,131,548

2024 CAPITAL EXPENDITURES INCURRED FOR PROJECTS WITH NO GRANT FUNDING

Project Description	2024 Costs Incurred
Employee Parking Lot Expansion	7,177
Gate 1 Repairs	(87,334) *
GJT Fire Suppression System Upgrade Design	4,375
GJT Passenger Boarding Bridge Replacement Design	121,425
Parking Lot Expansion Landscaping & Lighting	157,542
Other Capital Expenditures	20,367
Total Non-AIP Projects	\$ 223,553

Total Capital Expenditures YTD \$ 10,217,379

* Expenses were incurred in 2023 but insurance proceeds were not received until 2024