

Grand Junction Regional Airport Authority



Date: June 17, 2025

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/87905006593?pwd=Vnlod2AajiWYyPBkO3JbwukwcpR211.1>

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 20, 2025 Meeting Minutes](#) 1
 - Approve the May 20, 2025 Board Meeting Minutes.

June 17, 2025

- B. [First Amendment to Airport Facilities Lease and Concession Agreement](#) 2
- Approve the first amendment to the current Tailwind GJT, LLC lease to remove the existing pre-security coffee shop and replace and relocate pre-security concession offerings with vending and self-serve coffee and authorize the CEO to sign the amendment.
- C. [AIP Grant Application for Runway Pavement Construction and Conversion](#) 3
- Authorize the Chief Executive Officer to sign and submit an Airport Improvement Program grant application to the Federal Aviation Administration for the Runway Replacement Project.
- D. [Aeronautical Use Access Permit with PJ Helicopters](#) 4
- Approve the Aeronautical Use Access Permit with PJ Helicopters for the purpose of storing a refueling vehicle on Airport property and authorize the Chief Executive Officer to sign the agreement.

VII. Action

- A. [Resolution No. 2025-007 New Purchasing and Procurement Policy](#) 5
- Adopt Resolution 2025-007 to approve updates to the Purchasing and Procurement Policy.

VIII. Staff Reports

- A. CEO Report (Angela Padalecki)
- B. [Finance Report \(Sarah Menge\)](#) 6
- C. Project Update

IX. Any other business which may come before the Board

X. Adjournment



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
May 20, 2025

REGULAR BOARD MEETING

I. Call to Order

Ms. Linde Marshall, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on May 20, 2025 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>Linde Marshall (Chair) Chris West (Vice Chairman) Quint Shear Thaddeus Shrader Cody Davis Lee Kleinman Cody Kennedy</p> <p><u>Airport Staff:</u></p> <p>Angela Padalecki (CEO) Dan Reimer (Counsel) Cameron Rece (Deputy Clerk) Jennifer Kroeker Travis Portenier Dylan Heberlein Kristina Warren Ben Peck Sarah Menge</p>	<p><u>Airport Staff Continued:</u></p> <p>Shawn Stratton Dave Murray Tony Martin Ron Edmunds Danny Kingman Jimmy Ruiz Brandon Mittan Don Wilson</p> <p><u>Guests:</u></p> <p>Colin Bible – Garver Harrison Earl- CMT Rebecca Wagoner – Gensler Jeremy Lee- Mead and Hunt Brad Rolf- Mead and Hunt Jesse Fabula- Lochner Louis Villaire Isaac Ketcham Rick Nisley</p>
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II. Pledge of Allegiance

III. Approval of Agenda

Commissioner Shrader made a motion to approve the May 20, 2025 Board Agenda. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

*Commissioner Shrader gave a signage update of being in final phases of design.
Chair, Marshall recognized Jimmy Ruiz – 20 years of service.*

V. Citizen Comments

No Citizen Comments were made

VI. Consent Agenda

A. April 15, 2025 Meeting Minutes

Approve the April 15, 2025 Board Meeting Minutes.

B. Airport Insurance Policy Renewal

Authorize the CEO to select and sign 2025-2026 insurance policies up to a total annual policy period cost of \$205,000 with deductibles of no more than \$100,000.

Commissioner West made a motion to approve the Consent Agenda. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

VII. Action

A. CDOT Division of Aeronautics Grant 25-GJT-01

Adopt resolution no. 2025-006 to accept the \$302,631 grant from the Colorado Division of Aeronautics for matching funds for anticipated 2025 FAA Airport Improvement Program (AIP) and Airport Infrastructure Grants.

Commissioner Davis made a motion to adopt resolution no. 2025-006 to accept the \$302,631 grant from the Colorado Division of Aeronautics for matching funds for anticipated 2025 FAA Airport Improvement Program (AIP) and Airport Infrastructure Grants. Commissioner Kleinman seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Davis, yes; Commissioner Shear, yes; Commissioner West, yes; Commissioner Marshall, yes. Commissioner Kleinman, yes; and Commissioner Kennedy; yes. The motion carries.

VIII. Discussion

A. Leakage Study Update – Harrison Earl

IX. Staff Reports

- A. Airport Intern Presentation
- B. CEO Report (Angela Padalecki)
- C. Finance Report (Sarah Menge)
- D. Project Update

X. Executive Session – Legal Advice

- A. Executive Session for the purpose of conferring with general counsel to receive legal advice on specific legal questions, as authorized by Colorado Revised Statute 24-6-402(4)(b), specifically including potential effects of new federal grant conditions.

Commissioner Kennedy made a motion to move into Executive Session for the purpose of conferring with general counsel to receive legal advice on specific legal questions, as authorized by Colorado Revised Statute 24-6-402(4)(b), specifically including potential effects of new federal grant conditions. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner Kennedy made a motion to move from Executive Session back into a public meeting. Commissioner Shear seconded the motion. Voice Vote: All Ayes; motion carried.

XI. Any other business which may come before the Board

XII. Adjournment

The meeting adjourned at approximately 1:14pm

*Audio recording of the complete meeting can be found at
https://gjairport.com/Board_Meetings*

Linde Marshall, Board Chairman

ATTEST:

Cameron Reece, Deputy Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	First Amendment to Airport Facilities Lease and Concession Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the First Amendment to the Tailwind GJT, LLC lease and concession agreement and authorize the CEO to sign the amendment.		
SUMMARY:	<p>Improvements to the pre-security concession offering have been made to improve the guest experience, consolidate concession staffing to the post-security concession spaces, and clear space for future expansion of the baggage makeup carousels. This first amendment to the current Tailwind GJT, LLC lease and concession agreement memorializes those changes in an effort to keep the lease reflective of the concession operation at the Airport.</p> <p>In the existing lease with Tailwind GJT, LLC (Tailwind), Exhibit B identifies hours of operation for a pre-security coffee shop which is to be staffed from 8am until the last scheduled departure of the day. The pre-security coffee shop has been difficult to staff and keep open during the target operating hours, has limited transactions and revenue generated, is in a non-central location, and will need to be relocated to accommodate expansion of the baggage area.</p> <p>Authority staff recognize the importance of having pre-security food and beverage options and have been working with Tailwind to identify a better alternative. Tailwind proposed replacing the existing coffee shop with a self-serve coffee and fresh-food “smart” vending machine which meets the Authority’s objective to maintain pre-security food options and will operate more efficiently for Tailwind and customers. The vending has been installed adjacent to the central staircase on level 1 of the terminal, near the rental car counters and the meeter/greeter seating area.</p> <p>The change in square footage has no impact on the revenue to the airport since this is a revenue sharing agreement (i.e., the Authority receives a percentage of gross revenue rather than traditional rent). The proposed amendment modifies the description of concessions offered in 2.1.1 to include vending; adds Section 3.3.3 to provide guidelines and requirements specific to the vending operation; adjusts Exhibit A to reflect the new location; and updates Exhibit B, Hours of Operation to remove the pre-security coffee shop.</p>		
REVIEWED BY:	CEO and Legal Counsel		
FISCAL IMPACT:	Potential change in revenue share from Tailwind, but will be nominal		
ATTACHMENTS:	<ul style="list-style-type: none">• First Amendment to the Airport Facilities Lease and Concession Agreement with Tailwind GJT, LLC• Revised Exhibit A – First Floor Pre-Security Location• Current Tailwind Agreement		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584		

**First Amendment to
Amended and Restated Airport Facilities Lease and Concession Agreement**

This First Amendment to the Amended and Restated Airport Facilities Lease and Concession Agreement by and between the Grand Junction Regional Airport Authority ("Lessor") and Tailwind GJT, LLC ("Lessee") shall be effective upon execution by the Parties and commence as of June 1, 2025.

Recitals

Whereas the Parties entered into the Amended and Restated Airport Facilities Lease and Concession Agreement ("Lease"), effective on May 1, 2022, for a primary term of ten (10) years;

Whereas the Parties wish for Lessee to substitute the current Pre-Security Coffee Shop for one or more vending machines to be located in the pre-security baggage claim area; and

Whereas the Parties agree to amend the Lease to explicitly permit vending on a non-exclusive basis.

Now therefore, in consideration of the promises, conditions, and agreements herein contained, Lessor and Lessee agree as follows:

Agreement

Section 1. The first sentence of Section 2.1.1 of the Lease is deleted and replaced in its entirety as follows:

2.1.1 For purposes of this Lease, food and beverage concessions shall include sit-down, counter service, carry-out/take-away, food delivery and vending service within the Terminal. Food and beverage concessions include the sale of beer, wine, spirits and mixed drinks for on-site consumption, provided Lessee has secured the appropriate liquor license from the authorized regulatory agency and maintains liquor liability insurance as part of, or in addition to, the commercial general liability insurance required hereunder. Convenience retail shall include the retail sale, including vending or automated retail, of merchandise including, for example and without limitation, newspapers, magazines, books, bottled water and other bottled and canned beverages, candy, pre-packaged snacks and similar food items, and souvenirs.

Section 2. In Section 2.3, the last sentence shall be replaced in its entirety as follows:

Lessor grants Lessee use of the following space in the Terminal: exclusive use of the space identified in the attached **Exhibit A**, consisting of approximately 2,642.5 square feet.

The remaining sentences of Section 2.3 shall remain in full force and effect.

Section 3. In Section 3.1.3, the phrase "Food, beverage and retail" shall be replaced with "Food, beverage, retail and vending" in each of the three instances the phrase appears.

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Section 4. New Section 3.3.3 shall be added to read as follows:

3.3.3 Vending or Automated Retail

3.3.3.1 Lessee shall operate vending or automated retail upon the Premises to include canned or bottled beverages, snacks, pre-packaged foods and coffee. Vending machines provided by Lessee shall be equipped to accept cashless payment and further shall be equipped with a metering system to include an internal non-resettable sales meter. Lessee shall seek to use the latest vending technology to improve the customer experience.

3.3.3.2 Lessee shall service and restock the vending machine(s) at sufficient intervals to ensure the machine(s) is/are operating and full and the products are fresh. Upon notification by an Authority representative that a machine is not functioning properly or is empty or low in inventory, the machine must be serviced or restocked within twenty-four (24) hours of the notification. Lessee must maintain an agreed upon minimum stock of product at all times.

Section 5. In Exhibit A, the second graphic, depicting the Premises located in the pre-security baggage claim area, shall be replaced with the graphic attached hereto. The two remaining graphics constituting Exhibit A shall remain in effect.

Section 6. In Exhibit B, Hours of Operation, the following sentence shall be deleted in its entirety:

Food & Beverage Space (Pre-Security Coffee Shop): Eight o'clock in the morning (8am MST) until the last scheduled flight departure of the day.

Section 7. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

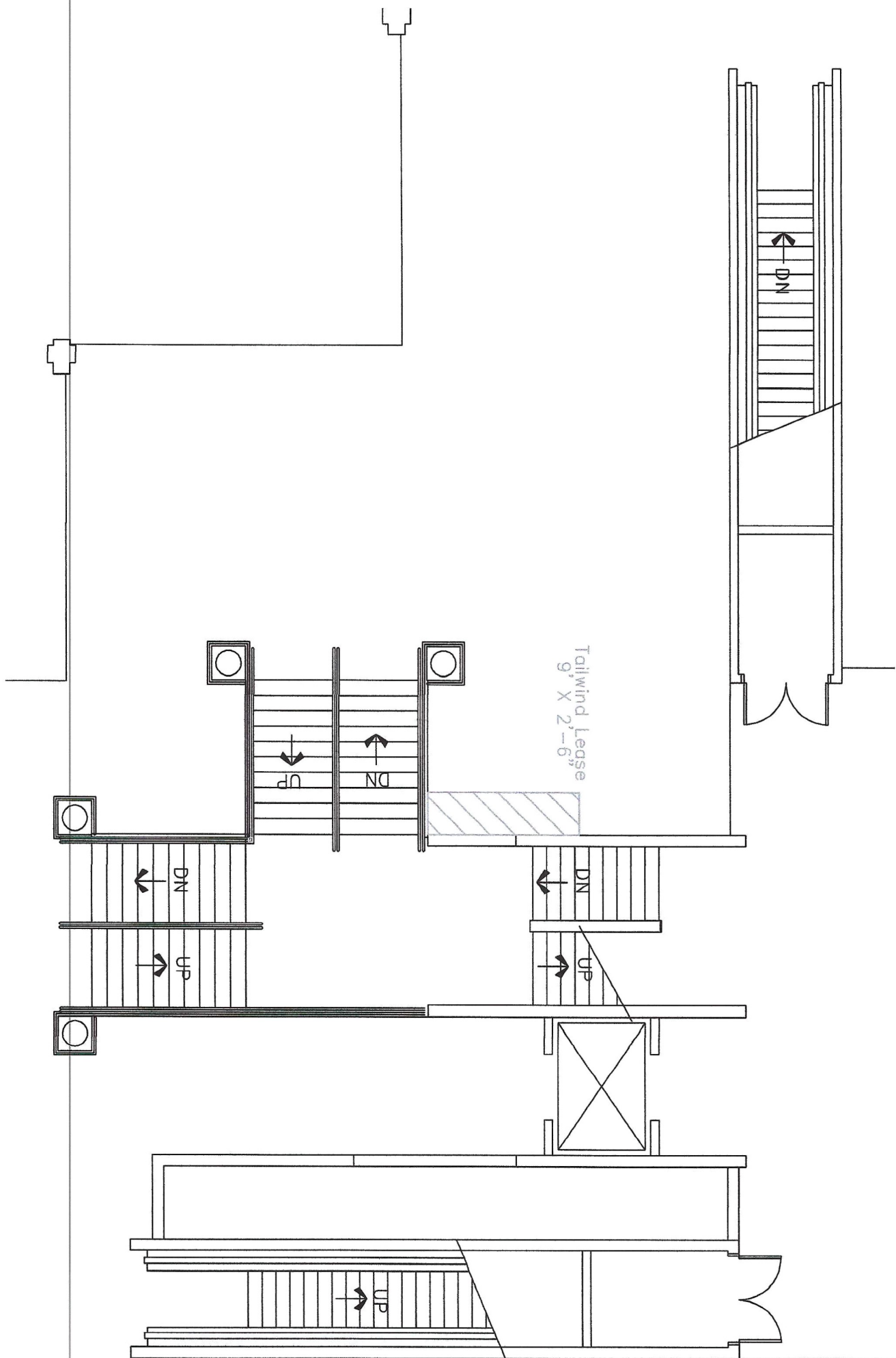
By: _____
Angela Padalecki, Chief Executive Officer

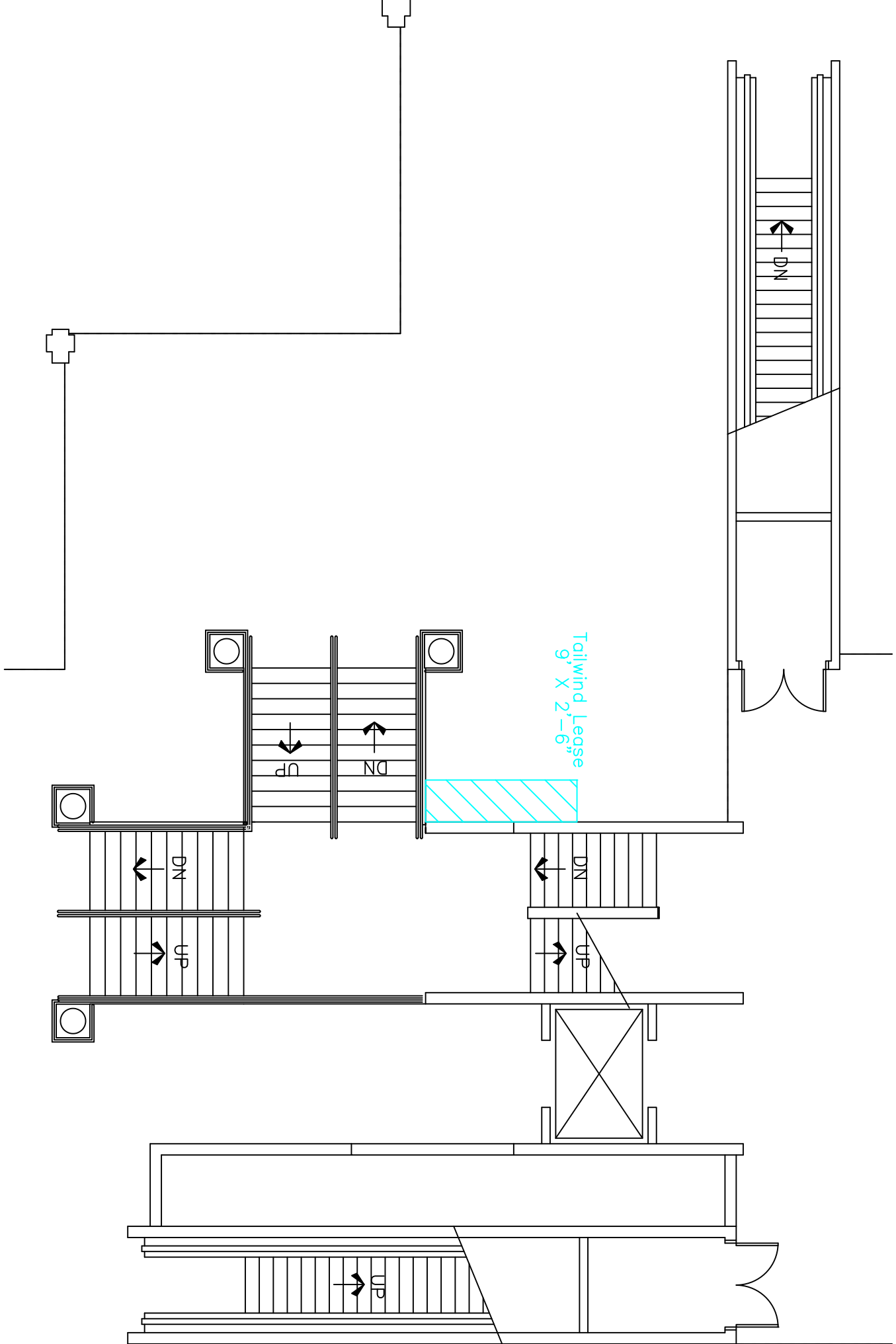
Date: _____

TAILWIND GJT, LLC

By:  _____
Jeff Switzer, Chief Operating Officer

Date: 6/13/25





AMENDED AND RESTATED AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT

Grand Junction Regional Airport

Grand Junction, Colorado

Lessee: Tailwind GJT, LLC

AMENDED AND RESTATED AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT

THIS AMENDED AND RESTATED AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT, hereinafter "Lease", is made as of May 5, 2022, by and between the **Grand Junction Regional Airport Authority**, a political subdivision of the State of Colorado, hereinafter referred to as "**Lessor**", and **Tailwind GJT, LLC**, a Delaware limited liability company, hereinafter referred to as "**Lessee**":

RECITALS

WHEREAS, Lessor is the owner and operator of the Grand Junction Regional Airport, located in the City of Grand Junction, Mesa County, Colorado (the "Airport"); and

WHEREAS, the provision of high quality and reasonably priced food, beverages, and retail items at the Airport are desirable for the proper accommodation of passengers arriving at and/or departing from the Airport; and

WHEREAS, Lessor desires to provide high quality and reasonably priced food, beverages, and retail items available at the Airport, and Lessee is qualified, ready, willing, and able to offer and perform such products and related services under the terms of this Lease.

NOW THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, as well as for other good and valuable consideration, it is agreed and understood between Lessor and Lessee:

I. DEFINITIONS:

As used in this Lease, the defined words and terms shall have the following meanings:

- 1.1 "Airport" is the Grand Junction Regional Airport located in the City of Grand Junction, Mesa County, Colorado.
- 1.2 "Effective Date" is May 1, 2022.
- 1.3 "Executive Director" means the person appointed by Lessor as the Executive Director of the Airport, or their designee(s).
- 1.4 "Terminal" is the Passenger Terminal Building at the Airport.
- 1.5 "Lease" is this Amended and Restated Airport Facilities Lease and Concession Agreement.

1.6 "Premises" consists of exclusive-use space leased to Lessee as described in subsection 2.3.

1.7 "Gross Revenue" is the entire amount of the actual sales price, whether wholly or partly for cash or on credit, of all sales of merchandise and services and all other receipts of all business conducted on or from the Airport, including all orders taken in or from the Premises, although said orders may be filled elsewhere, catering performed in whole or in part on the Airport, whether or not from the Premises, and sales by any authorized sub-lessee, Lessee in or from the Premises, and all without credit to Lessee for uncollected or uncollectable credit accounts. Each sale upon credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Lessee shall receive payment, whether full or partial, from its customer. There shall be excluded from Gross Revenue:

1.7.1 Any sums collected and paid out for any sales tax or other tax based on the sale of merchandise and required by law, whether now or hereafter in force, to be paid by Lessee or collected from its customers, to the extent that such taxes have been added to and included in the gross sales price; and

1.7.2 The amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Lessee.

1.8 "Contract Year" means the 365-day periods (366 days for any leap years), commencing on May 1 and ending on April 30, at 11:59 p.m.

II. USE OF AIRPORT FACILITIES

2.1 Operational Rights. Lessor hereby grants to Lessee, subject to all the terms, covenants and conditions of this Lease, the right, license and privilege, to the extent allowed by law, to operate food and beverage and convenience retail within the Premises (the operation of such food, beverage, and convenience retail within the Premises to be referred to herein as the "Concession").

- 2.1.1 For purposes of this Lease, food and beverage concessions shall include sit-down, counter service, carry-out/take-away and food delivery service within the Terminal. Food and beverage concessions include the sale of beer, wine, spirits and mixed drinks for on-site consumption, provided Lessee has secured the appropriate liquor license from the authorized regulatory agency and maintains liquor liability insurance as part of, or in addition to, the commercial general liability insurance required hereunder. Convenience retail shall include the retail sale of merchandise including, for example and without limitation, newspapers, magazines, books, bottled water and other bottled and canned beverages, candy, pre-packaged snacks and similar food items, and souvenirs.
- 2.1.2 Lessee shall sell items consistent with those sold by Lessee at other airports of similar size and passenger demographics. Products sold should be sufficiently varied such that the range of needs of the traveling public are reasonably satisfied. The Executive Director reserves the right to approve items sold, and to engage in commercially reasonable discussions with Lessee to make modifications to the product offerings.

2.2 Prohibited Uses.

- 2.2.1 Lessee shall have no right to perform any service or offer for sale any goods or services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Lease.
- 2.2.2 Lessee shall neither use nor occupy the Premises or any part thereof for any unlawful or hazardous business purposes, nor operate or conduct its business in a manner constituting a public or private nuisance.
- 2.2.3 Lessee shall not offer for sale within the Premises any tobacco or tobacco products, including cigarettes, cigars, smokeless tobacco, and e-cigarettes and associated products, and shall not advertise any such products within the Premises.
- 2.2.4 Lessee shall not sell lottery tickets within the Premises, or otherwise participate in any legal or illegal gambling or gaming.
- 2.2.5 Lessee shall not serve as a marijuana dispensary or offer for sale within the Premises any marijuana products, notwithstanding any authority under the laws of the State of Colorado authorizing the sale of marijuana for medicinal or recreational use.

- 2.3 Terminal Building Space and Equipment. Lessor shall deliver the Premises, specified herein in accordance with **Exhibit A**, and so long as they are in accordance with **Exhibit A**, Lessee shall accept the Premises and fixtures "as is" and "with all faults." Lessor has no obligation to alter or improve the same, except as expressly provided herein. Lessor grants Lessee use of the following space in the Terminal: exclusive use of the space identified in the attached **Exhibit A**, consisting of approximately 2,785 square feet.
- 2.4 No Exclusive Right. Nothing in this Lease shall be construed as granting Lessee any exclusive right to operate a food and beverage and/or retail concession at the Airport or in the Terminal. Lessor retains the right to enter into leases and/or agreements with others for the provision of food, beverage, and retail items or vending services in areas other than those set aside herein for Lessee's operations.
- 2.5 Right of Ingress and Egress. Lessee shall have at all times the full and free right of ingress to and egress from the Premises and facilities referred to herein for Lessee, its employees, customers, guests and other invitees, subject to security requirements and hours of operation of the security screening checkpoint.
- 2.6 Public Address and Paging System. Lessee and others similarly authorized shall have the right to use the public address and paging system in the Terminal for paging, and similar purposes, subject to reasonable policies established by the Executive Director.
- 2.7 Limitation on Uses. Lessee's uses of the Airport authorized and granted in this Lease shall be limited to providing services at the Airport expressly described herein, including a restaurant and retail goods sales concession, and activities reasonably necessary and related thereto.

III. OBLIGATIONS OF LESSEE

3.1 Financial Obligations.

- 3.1.1 In consideration of its operating rights hereunder, Lessee shall pay Lessor the greater of Percentage Rent, calculated as a percentage of Gross Revenue received by Lessee, or a Minimum Annual Guarantee (such payment to be referred to herein as the "Concession Fee").
- 3.1.2 The Minimum Annual Guarantee (or "MAG") shall be one hundred and twenty thousand dollars (\$120,000.00) for the first Contract Year. Thereafter, the MAG shall be the greater of (i) eighty five percent (85%) of total Rent for

the prior Contract Year, or (ii) one hundred and twenty thousand dollars (\$120,000.00).

3.1.2.1 Should the average number of revenue passengers enplaning at the Airport during a Contract Year be less than seventy five percent (75%) of the average number of revenue passengers enplaning at the Airport in the previous Contract Year, Lessee's obligation to pay Lessor the MAG for the Contract Year affected shall be void, and in such case Lessee shall pay the Lessor the Percentage Rent of Gross Revenues in place of MAG for the Contract Year affected. Enplaning passenger numbers shall be determined as reported to the Lessor by the air service carriers, and recorded by the Lessor on landing fee reports.

3.1.2.2 If, due to construction activities in the Terminal, Lessee is unable to conduct full operation of its concession, the Parties shall engage in discussions regarding the potential impacts of such construction activities on Lessee's operations, and, in response to the same, the Executive Director may, in her sole discretion, grant Lessee relief from the MAG set forth herein.

3.1.3 As used herein, the term "Percentage Rent" means:

Gross sales up to \$1,000,000.00:

Food, beverage and retail – 10%

Liquor – 12%

Gross sales between \$1,000,000.01 and \$1,200,000.00:

Food, beverage and retail – 12%

Liquor – 14%

Gross sales between \$1,200,000.01 and above:

Food, beverage and retail – 14%

Liquor – 16%

3.1.4 Lessee shall pay Lessor Percentage Rent by the fifteenth (15th) day of each month. With each Percentage Rent payment, Lessee shall provide the Executive Director with an itemized statement showing the amount of Gross Revenues, as defined herein, Lessee enjoyed during the preceding calendar month.

3.1.5 Within forty-five (45) days following the close of each Contract Year, Lessee shall pay to Lessor, the difference between its Minimum Annual Guarantee for the year then ending, and the Percentage Rent, if the Percentage Rent is less than the Minimum Annual Guarantee for said annual period.

- 3.1.6 Lessor reserves the right to meter utilities and charge tenant; however, utilities for the Premises, including electricity and HVAC, are not currently separately metered and shall be provided by the Lessor. Lessee shall arrange for and pay the cost of installation and usage of telephone service, and any other utilities Lessee desires, other than electricity and HVAC, subject to the language of this provision.
- 3.1.7 If Lessor has paid any sum or has incurred any obligation which Lessee had agreed to pay or reimburse Lessor for, or if Lessor is required or elects to pay sum(s) or ensure obligation(s) or expense(s) by reason of the failure, neglect or refusal of Lessee to perform any of the conditions or agreements contained in the Lease, or as a result of an act or omission of Lessee contrary to said conditions and agreements, Lessee shall pay Lessor the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of the fees and charges thereafter due hereunder.

3.2 Terms and Conditions of Payment.

- 3.2.1 All payments should be made in a manner prescribed by Lessor.
- 3.2.2 Lessee covenants and agrees that all sums Lessee is to pay to Lessor as the Concession Fee or other charges under this Lease, if not paid within thirty (30) days of the date when due, may bear interest from the date when due on the unpaid portion thereof at a rate of fifteen percent (15%) per annum.
- 3.2.3 Lessee shall accurately record each sale on a point of sale register acceptable to the Executive Director. Such register shall have a counter visible to the purchaser. Such register shall be non-resettable and sufficient to supply an accurate record of all sales, on tape or otherwise, as directed by the Executive Director. Lessee shall not make any changes in its cash handling and sales recording systems and equipment without prior written approval from the Executive Director.
- 3.2.4 Lessee shall, during the Term, keep on the Premises or at a location made known to Lessor by Lessee in Mesa County, Colorado, for a period of thirty (30) consecutive months following the end of each month during the Term, complete and accurate records of all original sales records and sales slips or sales checks, cash register tapes and other pertinent original sales records, which may be examined upon request by the Executive Director.

3.2.5 Lessor reserves the right to conduct audits of Lessee's books of account and records, which audits may be conducted only upon thirty (30) day's notice to Lessee during normal weekday business hours. In performing said audits, Lessor shall be entitled to review, and Lessee shall be obligated to provide to Lessor, all of the books of account and records that Lessee is obligated to maintain pursuant to subparagraph 3.2.2, above, as well as such other documents and files in Lessee's possession, custody or control at the time Lessor advises concessionaire of its desire to audit Lessee's records, that Lessor, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of Gross Revenues enjoyed by Lessee, and the correct amount of Percentage Fee owed by Lessee to Lessor, for the Contract Year in question. Should Lessee fail to maintain the books of account and records required to be maintained pursuant to subparagraph 3.2.2, above, or should Lessee fail to permit Lessor or its auditor to review Lessee's books and records, and other documents and files, as required by this subparagraph, said default shall be deemed a material breach of this Lease.

3.2.5.1 If any audit shows percentage rentals and other charges that should have been paid to Lessor by the Lessee pursuant to this Lease were understated or underpaid for the concession period involved, Lessee shall, within thirty (30) days' notice of any such deficiency, pay to Lessor the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment is in excess of five percent (5%) of Gross Revenues, Lessee shall bear the cost of such audit.

3.3 Performance and Operational Standards.

3.3.1 First-Class Concession. Lessee shall furnish goods and services to Airport passengers, employees and users in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Lessee shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Lessee and Lessor. Lessee shall offer quality products and shall equip, organize, put into service and manage the Premises so as to provide service within an attractive and pleasant atmosphere. Lessee shall operate and maintain the Premises in satisfaction of all public health and safety standards and maintain the highest standards of food safety and cleanliness.

3.3.2 Hours of Operation.

3.3.2.1 Lessee shall operate the Concession(s) three hundred and sixty-five (365) days a year, at all times reasonably necessary to serve the public, which in the absence of Lessor's agreement in writing to the contrary shall be, on each calendar day during the Term.

3.3.2.2 The minimum hours of staffed operation for serving the public shall be as set forth in **Exhibit B**, "Hours of Operation".

3.3.2.3 Lessee may not permanently change the hours of operation without written application to and the written approval of the Executive Director. The Executive Director may reasonably require Lessee to change its hours of operation to reflect changing operational circumstances at the Airport provided that Lessee is given ten (10) days advance written notice. On a regular basis, but not less than quarterly, Lessee shall report the planned hours of operation for each Concession location to the Executive Director.

3.3.2.4 In the event that (i) scheduled flights are delayed past the normal last scheduled departures due to weather or other causes, or (ii) Lessor has been notified of incoming diversions, Lessee agrees to reasonably accommodate the needs of the public and employees until such time that the delayed or diverted flights have departed or have been canceled.

3.4 Pricing.

3.4.1 Lessee shall ensure that the prices charged for products and services are comparable to prices for such products and services at other Airports of similar size and passenger demographics. The Executive Director reserves the right to impose commercially reasonable limitations on pricing upon discussion and agreement with Lessee on the terms of the same.

3.4.2 Lessee shall offer a discount on all merchandise, food and beverages of no less than ten percent (10%) for all Airport employees, including all holders of an Airport-issued security badge, and any construction contractors and tradesmen working within the Terminal.

3.5 Management.

3.5.1 Lessee shall select and appoint, a principal, partner or officer who shall serve as manager of Lessee's operations at the Airport. Such person must be

vested with full power and authority to accept service of all notices provided for herein, including those regarding the quality of restaurant and retail goods, and the appearance, conduct and demeanor of Lessee's agents and employees. The manager shall ordinarily be available during regular business hours and shall inform the Executive Director of current telephone/fax numbers of the local office. A responsible subordinate shall be in charge and available at all times during the manager's absence.

- 3.5.2 Lessee's local manager shall be responsible to monitor and supervise the Premises each day to ensure that the Premises are operated and maintained in a safe and secure manner and kept clean and clear of any safety hazards or unsightly spills and debris and the accumulation of products on the floor prior to restocking.
- 3.5.3 Lessee shall be responsible for notifying the Executive Director of any problem which reduces service levels or sales or in any way impairs Lessee's operation. Lessor will undertake, in its sole discretion, reasonable efforts to assist in eliminating such problems.

3.6 Personnel

- 3.6.1 Lessee shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms, and all of its employees to wear badges indicating company trade name and employee's first name. Lessee shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of the concession. Lessee agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Lessee shall prohibit and restrain its employees, vendors, and agents from loud, noisy, boisterous or otherwise objectionable behavior. Upon notice from the Executive Director concerning the conduct or appearance of any such persons, Lessee shall immediately take all steps necessary to remove the cause of the objection.
- 3.6.2 Lessee shall be responsible to train and supervise its employees in the proper handling of food items and compliance with all applicable public health and safety codes and standards.
- 3.6.3 Lessee agrees to provide staff in reasonable numbers adequate to provide a high level of service and maximize sales but commercially reasonable when considering, among other things, the number of expected customers.

- 3.6.4 Lessee assumes responsibility to recover any Airport-issued security badge or similar credential and any keys for Airport doors or locks from personnel that no longer are employed by Lessee. Lessee shall take all reasonable efforts to recover credentials and keys from any such employee immediately upon termination or separation.

3.7 Maintenance of Premises. Except as expressly provided to the contrary herein, Lessee shall be responsible for cleaning and maintaining the Premises and its equipment, including but not necessarily limited to the following:

- 3.7.1 Operating and maintaining the Premises, including its floors, and the furniture, fixtures, and equipment installed therein and thereon, all in good order, condition and repair, in clean condition and appearance at all times.
 - 3.7.1.1 With respect to furniture owned by Lessee but located outside the Premises (for example, tables, chairs, and other forms of seating, etc.), Lessee shall be responsible for the bussing, sanitizing, and general cleaning and maintenance of such furniture. Lessor shall maintain responsibility for cleaning and maintaining the floors upon which such furniture is located.
- 3.7.2 Establishing an adequate preventative maintenance program for the Premises which shall be subject to periodic review by the Executive Director. The program shall include, without limitation, the cleaning of inside windows, doors inside and outside, and the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment located on the Premises, and the routine maintenance of all such equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment on the Premises immediately upon being instructed to do so by the Executive Director or by other governmental entities or agencies having authority.
- 3.7.3 Lessee will be responsible for services including but not necessarily limited to the following: cable television, pest control, plumbing/drain maintenance, grease traps, hood vents, kitchen appliances and equipment, telephone, internet, specialty lighting, the relocation of fountain drink CO2 machines, and security badges.
- 3.7.4 Lessee will be responsible for any and all maintenance of all drains located on the Premises in accordance with any and all applicable codes, rules, or regulations, including, but not limited to, any and all applicable health codes, rules, or regulations.

- 3.7.5 On an annual basis, Lessee shall provide Lessor with copies of any (i) health department inspections, (ii) records for professional cleaning services provided, and (iii) other safety inspections.

3.8 Improvements to the Premises

3.8.1 Required Capital Investment.

3.8.1.1 Minimum Capital Investment. No later than thirty (30) calendar days after the Effective Date, Lessee shall provide Lessor with a Minimum Capital Investment plan to include: (i) a detailed break-down of all capital expenditures allocated to the Premises, (ii) a detailed break-down of all projects to be performed on the Premises, and (iii) a reasonably detailed construction schedule. The Minimum Capital Investment plan shall be approved by the Executive Director in their sole discretion.

3.8.1.1.1 All design, construction, rehabilitation, remodeling, and equipment installation associated with the Minimum Capital Investment (collectively the "Construction") shall be completed no later than within seven (7) months of the Effective Date (the "Completion Date"). The Executive Director, by written notice to Lessee and in the Executive Director's sole discretion, may extend the Completion Date for demonstration of good cause by Lessee.

3.8.1.2 Midterm Refurbishment. During the fifth (5th) year of operations and prior to any renewal term, Lessee shall undertake a refurbishment of the Concession(s). Such refurbishment may include, but shall not be limited to, refinishing, repairs, replacement, redecorating, repainting, and recarpeting, if applicable, to keep the Concession(s) in first-class condition. The scope of such refurbishment is subject to prior written approval by the Executive Director.

3.8.2 Lessee shall provide construction plans, specifications, budgets and schedules for any and all proposed improvements on the Premises. Such plans and specifications shall be subject to the Executive Director's approval. The Executive Director may reject submissions which are not in accordance with applicable codes, rules, regulations, ordinances and statutes, and which, in its judgment, are inadequate or incompatible with Airport conditions or inconsistent with Airport architectural style and design or with uses not typically made of public use airports.

- 3.8.2.1 Lessor shall be permitted to attend meetings between Lessee and its contractors regarding improvements on the Premises. Further, Lessor shall be provided with a copy of all requests for information from contractors.
- 3.8.3 Upon conclusion of any improvements, Lessee shall submit (i) two (2) complete sets of as-built drawings containing a desperate stamp from Lessee's architect/engineer and attested to by Lessee's architect/engineer that such submitted drawings constitute true and accurate representations of the as-built condition of the improvements, and (ii) one (1) complete set in Computer Aided Design ("CAD") format which complies with the Lessor's then-current CAD standards.
- 3.8.3.1 These drawings must include any applicable governmental approval or permit numbers, the capital improvements as constructed or installed by Lessee on or in the Premises, and shall include the location and details of installation of all equipment, utility lines, and heating, ventilating, and air-conditioning ducts and related matters.
- 3.8.3.2 Lessee shall keep said drawings current by updating the same to reflect any changes or modifications which may be made in or to the Premises and then submitting such updated drawings to Lessor.
- 3.8.4 Lessee shall engage licensed and qualified contractors to complete any improvements on the Premises, and shall be responsible for obtaining all permits and licenses required for construction of such improvements.
- 3.8.5 Any and all improvements permanently placed or constructed on the Premises by Lessee shall, upon termination or sooner expiration of this Lease, be considered part of the Terminal and shall become the sole property of Lessor.
- 3.8.6 Lessee agrees not to permit any mechanics' or materialmen's or any other lien to be recorded against the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.
- 3.8.7 In the event any damage or destruction is caused by an act or omission by Lessee, its subleases, agents or employees, by its improvement, remodel, repair, or construction of the Premises, Lessee shall reimburse Lessor for its actual costs incurred in repairing the Premises or any other property of Lessor.

3.9 Insurance.

3.9.1 Lessee shall carry the following minimum insurance coverages:

3.9.1.1 Commercial General Liability Insurance in the minimum amount of Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage per occurrence. Coverage shall include contractual, broad form property damage, products, personal injury, and completed operations and contractors protective endorsements.

3.9.1.2 Automobile Liability Insurance, Comprehensive Form, in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence for operation of motor vehicles on the Leased Premises. Coverage shall include all owned, non-owned and hired automobiles

3.9.1.3 Liquor liability insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit.

3.9.1.4 Workers' Compensation and Employer's Liability Insurance, if applicable, in accordance with the provisions of Colorado law. The limit of such insurance coverage shall be in the amount required by state statute or the Workers' Compensation Act of Colorado. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of Lessee in accord with the provisions of the Workers' Compensation Act of Colorado. Employer's Liability Insurance shall be held in an amount not less than One Million Dollars (\$1,000,000) for each accident or occurrence of bodily injury by accident or disease. If Lessee sublets any service under the contract, Lessee shall require the subcontractor to provide the same coverage for the subcontractor and the subcontractor's employees.

3.9.1.5 Builder's Risk. During any period of construction or restoration, Builder's Risk Insurance (including fire and other perils within the scope of a policy known as "Causes of Loss – Special Form" or "All Risk" policy) in an amount not less than the total cost of the construction.

3.9.2 If at any time during the term of this Lease, Lessee shall fail to obtain and maintain insurance required in subparagraph 3.9.1, Lessor may affect such insurance by taking out policies in companies satisfactory to Lessor. The amount of the premium or premiums paid for such insurance by Lessor shall

be immediately payable by Lessee to Lessor as additional rent upon receipt of notice that such premiums have been paid.

- 3.9.3 The Grand Junction Regional Airport Authority and the Grand Junction Regional Airport shall be named as an additional insured under each such policy or policies of insurance required under this Lease, except for Workers' Compensation and Employer's Liability Insurance, and said policy or policies shall include the separation of insured's condition.

3.10 Indemnification of Lessor. Lessee agrees to defend, indemnify and hold Lessor harmless, which includes defending, indemnifying, and holding harmless Lessor's Board members, officers, agents, assigns, and employees, from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including attorneys' fees, incurred by or asserted against Lessor, its Board members, officers, agents, assigns, and employees by any person or entity whatsoever, resulting from the acts, omissions or conduct of Lessee or its members, managers, officers, employees, agents, contractors, subcontractors, subtenants, assigns, guests, invitees, or any third party acting under its direction or control.

3.11 Lessee's Other Obligations. Lessee hereby covenants and agrees, that with respect to operations authorized under this Lease:

- 3.11.1 it will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided further, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers;
- 3.11.2 it will provide and install sufficient additional fixtures, furniture and equipment, if necessary to meet reasonably anticipated public demand for services offered;
- 3.11.3 it will obtain and maintain all necessary certificates, permits and licenses required for its operations hereunder;
- 3.11.4 it will display only advertising matter relating to the authorized business of Lessee at the Airport which is in good taste and which complies with the standards of Lessor and will obtain the prior approval of the Executive Director of all advertising material, including the use of brand name products on its packaging;
- 3.11.5 it will meet all expenses in connection with the use of the Premises and the rights and privileges herein granted, including without limitation, taxes,

permit fees, license fees and assessments lawfully levied or assessed upon the Premises or structures and improvements situated thereon, and that it will secure all such permits and licenses;

3.11.6 it will not interfere with free access and passage in the Terminal generally; will not interfere with effectiveness of heating or ventilating systems; will not install unauthorized locks on any door or window, a key to which has not been provided to the Executive Director; will not permit loitering or sleeping on the Premises; nor do any act which would invalidate, suspend or increase the rate of fire, property or liability insurance required by this Lease or carried by Lessor; and

3.11.7 it will operate at the Airport only under a name or names approved by Lessor from time to time.

3.12 New Government Regulation. In the event Lessor is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon Lessor as a result of Lessee's operation during the term of this Lease, Lessor may call a conference for the purpose of discussing and determining methods of compliance and recovery from Lessee and other affected lessees of costs so incurred, and Lessee agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.13 Security Requirements.

3.13.1 Lessee shall provide approved escort for vendor employees, contractors and delivery personnel requiring access to the sterile area of the Terminal.

3.13.2 Lessee shall make all necessary future improvements to Lessee's Premises to ensure adequate security, and separation from areas where security measures are carried out under the Lessor's Airport Security Program (the "ASP"), any other Tenant Security Programs, and any exclusive areas in which an airline has assumed responsibility for specified security measures by amendment to the ASP.

3.13.3 Lessee shall comply with any applicable provisions of the Lessor's ASP, Security Directives issued by the TSA, and any applicable rules and regulations which may be promulgated by the TSA from time to time, which have been provided to Lessee ("Security Requirements" hereinafter). The Lessor shall provide Lessee with amended or updated Security Requirements when promulgated, and Lessee shall acknowledge receipt pursuant to paragraph 3.13.7 below. Lessee shall submit to inspections by the TSA, the

Lessor, Airport Management, and/or their security screening contractor, to ensure compliance, with Security Requirements.

- 3.13.4 Any violation of conformance with Security Requirements will be documented in writing and a copy of the violation notice provided to the Lessee's Manager in writing. Lessee will investigate the violation and provide a written response and/or corrective action within twenty-four (24) hours. A copy of the response will be provided to the Lessor.
- 3.13.5 To the extent that any action or omission by Lessee, its officers or employees, to follow Security Requirements results in the Lessor being fined, including any type of monetary assessment or penalty (collectively, a "Fine"), by the TSA or any other governmental entity having jurisdiction, Lessee shall promptly reimburse the Lessor for any such Fine, together with the reasonable costs incurred by the Lessor in defending against the proceeding or actions which has resulted in the Fine, including any attorney fees expended by Lessor. The Lessor shall notify Lessee if any such Fine has been proposed, and give Lessee the opportunity to join in the defense of any such proceeding. Lessee shall promptly pay any Fine levied directly against Lessee by TSA or any other governmental entity having jurisdiction, as soon as any protest or appeal process have run or the time for taking them has expired.
- 3.13.6 Lessee acknowledges that all products delivered and transported to the sterile portion of the Terminal, are subject to inspection by Security Screeners, regardless of by whom they are employed. All Lessee employees, officers and escorted visitors in the sterile area of the Terminal are subject to search, and may be required to provide appropriate credentials.
- 3.13.7 Lessee acknowledges that all Security Requirements which are shown or provided to it under paragraph 3.13.3 above, are sensitive security information ("SSI") in accordance with 49 CFR Parts 15 and 1520, that Lessee and any involved persons are required to protect the same from unauthorized disclosure, and that civil penalties may be imposed for failure to do so. The Lessee's general manager (the "Manager") is the designated primary point of contact for receiving any SSI which Lessee receives. The Manager will acknowledge receipt of SSI to the Lessor, and confirm any actions taken by Lessee as required by the SSI. All SSI materials shall be stored in secured areas, or locked in secured cabinets, within the Lessee's Premises at the Airport. Materials marked as containing SSI shall be disposed of by shredding.

3.14 Performance Deposit.

3.14.1 Lessee must post with Lessor, and Lessor must thereafter continuously maintain for the entire concession Term, a Performance Deposit in an amount equal to ten thousand dollars (\$10,000.00) to cover Lessee's performance of all of its obligations under this Lease for the entire concession term. As used in this paragraph, the term Performance Deposit shall mean a performance bond, irrevocable letter of credit, or cash deposit. Lessee shall be responsible for paying all required fees, premiums or other costs associated with obtaining and maintaining the Performance Deposit. In the event Lessee defaults in any of its monetary obligations to the Lessor, the Lessor shall be entitled to collect any and all damages or costs it incurs from the Performance Deposit provided, and if any deficiency remains, Lessor may initiate legal proceedings to recover any remaining damages from Lessee. The Performance Deposit will be returned, less any default payments, to Lessee at the expiration of the Lease.

IV. OBLIGATIONS OF LESSOR

4.1 Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2 Maintenance and Utilities.

4.2.1 Except as provided in Section 3.7 above, during the term of this Lease, Lessor shall maintain and keep in good repair so much of the Terminal Building, not identified in paragraph 2.3 above, as is not under the exclusive control of individual lessees, in accordance with applicable laws, rules and regulations.

4.2.2 Subject to the terms, conditions, and language of Section 3.7, above, the Lessor shall provide electricity and HVAC to the Premises, so long as Lessee uses no more than is customary for the type of business operated.

V. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the primary term of this Lease shall be for ten (10) years, commencing on the date first set forth above (the "Effective Date") and ending on the tenth anniversary thereof, with an option to extend the term of the Lease by one (1) additional five (5) year term at the sole discretion of the Lessor.

5.2 Holding Over. Lessor may permit Lessee to hold over beyond the expiration of this Lease in order for Lessor to conclude a solicitation process or to prepare for a follow-on concession tenancy either with Lessee or another business or businesses selected by Lessor. Lessor will notify Lessee in writing of Lessor's offer of a holdover tenancy. Within thirty (30) days of receipt of Lessor's notice, Lessee shall notify Lessor in writing as to Lessee's acceptance of said holdover tenancy. If Lessee fails to so notify Lessor in writing within said thirty-day period, Lessee shall be deemed to have rejected Lessor's offer of holdover tenancy.

5.2.1 If Lessor permits Lessee to holdover, such a holding over shall not be deemed a renewal or extension of this Lease but shall create a month-to-month tenancy on the same terms and conditions of this Lease in effect immediately prior to the commencement of the holding over. Lessor may terminate the holdover upon thirty (30) days' written notice to Lessee. Other than as specified in this section, Lessee may not otherwise remain on the Premises for any reason beyond expiration of the Term.

5.3 Terminal Remodel and Reconfiguration. The parties acknowledge that Lessor operates the Airport to serve the public interest. In the event Lessor determines that the public interest requires modification of the Terminal, to eliminate all or a substantial part of the Premises, or constructs a substitute Terminal building during the term of this Lease, then:

5.3.1 To the extent reasonably requested by the Lessor, Lessee agrees to consult and cooperate in the design of substitute Premises in such a remodeled Terminal; and

5.3.2 At the Lessor's option, and providing that any substitute Premises in a remodeled Terminal building are not less in square footage than the current Premises, this Lease shall apply to such substitute Premises, and Lessee agrees to conduct its operations therein pursuant to this Lease.

VI. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Lessee. Lessee shall have the right, upon written notice to Lessor, to terminate the Lease upon the happening of one or more of the following events if said event or events shall then be continuing:

6.1.1 The issuance by any court of competent jurisdiction of any injunction, order or decree which remains in force for a period of at least ninety (90) days, preventing or restraining the use by Lessee of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal

airport purposes or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport.

- 6.1.2 If Lessor shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Lease and shall fail to cure said default within thirty (30) days following receipt of written demand from Lessee to do so.
- 6.1.3 If all or a material part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or a public enemy.
- 6.1.4 If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Lessee's operation for a period of thirty (30) consecutive days or more.

6.2 Termination by Lessor. Lessor need not terminate this Lease upon default but, at its discretion and without terminating the Lease, may seek specific performance or damages incurred as a result of Lessee's default. However, Lessor shall also have the right to terminate this Lease in the event of any of the following acts of default:

- 6.2.1 Failure by Lessee to make any payment due hereunder within thirty (30) calendar days after notice of the overdue payment is sent to Lessee, in which case, Lessor may, at its option, in addition to other remedies and with or without terminating this Lease, take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
- 6.2.2 Failure by Lessee to conduct business at the Airport for a period of five (5) consecutive days without reasonable cause including, but not limited to strikes, work stoppage and equipment failures.
- 6.2.3 Default in the performance of any covenant or agreement in this Lease required to be performed by Lessee, other than the payment of money or the occurrence of the events described in this paragraph, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from Lessor of written notice to remedy the same.
- 6.2.4 Failure to maintain adequate records and accounts reflecting its business and gross receipts.

- 6.2.5 An act occurs which results in the suspension or revocation of any right, power, license, permit or authority necessary for the conduct and operation of the business authorized herein for a period of more than fifteen (15) days.
- 6.2.6 The interest of Lessee under this Lease is transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm or corporation without the written consent of Lessor.
- 6.2.7 Lessee becomes, without the prior written approval of Lessor, a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution.
- 6.2.8 An attachment or execution is levied, a receiver is appointed, or any other process of any court of competent jurisdiction is executed, which is not vacated, dismissed or set aside within a period of thirty (30) days, and which does, or as a direct consequence of such process will, interfere with Lessee's use of the Premises or with its operations under this Lease.
- 6.2.9 Lessee becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the Premises.
- 6.2.10 Service ceases or deteriorates for any period which, in the opinion of Lessor, materially and adversely affects the operation of service required to be performed by Lessee under this Lease, including events described in the paragraph above.
- 6.2.11 Any lien is filed against the Premises because of any act or omission of Lessee and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days.
- 6.2.12 Lessee voluntarily abandons, deserts, vacates or discontinues its operation of the business herein authorized, including by acts described in the paragraph above. Upon any such default, Lessor shall have any and all remedies available to it in law or equity, which remedies are cumulative and may be exercised by Lessor in any order.

- 6.3 Surrender of Possession. Lessee shall, on the expiration date of the Term, or upon the earlier termination hereof, peaceably surrender possession of the Premises, free and clear of all liens and encumbrances, other than those, if any, permitted under this Lease or otherwise created or consented to by Lessor. No more than thirty (30) days after the expiration of the Term, Lessee shall remove any and all of Lessee's tangible movable personal property, except those specifically identified by Lessor to be retained, and will return the Premises in "broom clean" condition, capable to be relet by Lessor without significant repair, excepting only reasonable wear and tear. All such costs of removal and restoration shall be borne by Lessee, without contribution by Lessor.
- 6.4 Force Majeure. Neither the Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.
- 6.5 Damage or Destruction of Premises.
- 6.5.1 In the event the Premises are substantially destroyed for any reason, this Lease shall terminate without further liability to Lessor, other than refund of any prepaid rent, unless Lessor elects, within thirty (30) days thereof, to restore or rebuild the Premises, in which case this Lease will be suspended for a period of up to one-hundred eighty (180) days while the Premises are being restored.
- 6.5.2 In the event that the Terminal is damaged or remodeled in such a manner that the restaurant and/or retail service area must be temporarily removed, Lessee may, subject to Lessor approval, relocate the restaurant and/or retail service area or may remove the same temporarily during such repair or remodeling.
- 6.5.3 Notwithstanding any of the foregoing, in the event any damage or destruction is caused by an act or omission by Lessee, its subleases, agents or employees, Lessee shall reimburse Lessor for its actual costs incurred in repairing the Premises. Nothing in this Lease shall be construed as a waiver of the right of Lessor to recover any and all damages from Lessee arising out of the fault or negligence of Lessee.

VII. ASSIGNMENT AND SUBLETTING

- 7.1 Assignment and Subletting. Lessee shall not at any time assign or sublet their rights under this Lease or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges and to otherwise perform Lessee's obligations under this Lease.
- 7.2 Successors to Lessor. The rights and obligations of Lessor under this Lease may be assigned by Lessor, at the option of Lessor, without the necessity for the concurrence of the Lessee in any such assignment.

VIII. COMPLIANCE WITH OTHER AGREEMENTS, LAWS, AND REGULATIONS

8.1 Compliance with Laws and Regulations.

- 8.1.1 Lessee shall comply with statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements (hereinafter collectively referred to as "Laws") of federal, state and local governmental authorities which are applicable to the Premises and the Airport or to any adjoining public ways, or to the manner of use or the condition of the Premises and the Airport or of adjoining public ways; provided that nothing herein contained shall be construed as estopping or preventing Lessee from contesting in good faith the validity or applicability to the operations of Lessee hereunder of any Laws, including without limitation the exhaustion of all appeal rights.
- 8.1.2 Lessee's use of the Airport and the Premises shall be subject to the Airport Rules and Regulations and such other similar rules and directives of the Executive Director, each as may be adopted and amended from time to time.
- 8.1.3 Lessee shall comply with all applicable health, safety and sanitary laws, regulations and inspections concerning its operations. Lessee shall keep applicable licenses and permits displayed on the Premises, as may be required by law.
- 8.1.3.1 Lessee shall keep on file with Lessor a copy of its current liquor license. Lessor reserves the right to impose limitations upon the areas in which liquor may be sold.

8.2 Lease Subordinate.

- 8.2.1 Lessor shall be free, in the future, to renegotiate the Lease on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Lessee or any other person, and Lessee shall be bound by the terms of such renegotiated agreement.
- 8.2.2 This Lease shall be subordinate to any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

8.3 Inspection by Lessor. Lessor and/or the Executive Director, through its authorized employees and agents, shall have the right at all reasonable times to enter upon the Premises to inspect, to observe the performance by Lessee of its obligations hereunder, and to do any act which Lessor may be obligated to do or have the right to do under this Lease, or under any other agreement to which Lessor is a party or under applicable law.

8.4 Service Entrances. Lessor shall have no obligation to provide any special service entrances, including those for utilities, other than those which presently exist in the Terminal. In the event Lessee requires any additional or special service entrances, the same shall be installed at the cost and expense of Lessee.

8.5 Airport Concession Disadvantaged Business Enterprises.

- 8.5.1 This Lease concerns an airport concession and therefore is subject to the requirements of 49 C.F.R. Part 23 (Participation of Disadvantaged Business Enterprise in Airport Concessions) ("Part 23") and, by reference in Part 23, certain requirements of 49 C.F.R. Part 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). This Lease further is subject to the requirements of the Authority's ACDBE Program, as may be adopted and amended by Lessor from time to time.
- 8.5.2 The terms used in this section shall have the meaning set forth in Part 23. For purposes of this Agreement, "ACDBE" shall mean a business that meets the requirements set forth in 49 C.F.R. Section 23.3.
- 8.5.3 Lessee shall make good faith efforts to ensure participation of certified ACDBEs in furtherance of the Authority's ACDBE Program goal.

- 8.5.4 Lessee shall make good faith efforts to replace any ACDBE subtenant, subcontractor, joint venture partner or vendor that is terminated, withdraws, or otherwise ceases to participate in the concession activity with another ACDBE to participate at the same or similar level. The Parties agree and acknowledge that, to the extent this Lease constitutes a long-term, exclusive agreement pursuant to 49 C.F.R. Section 23.75, Lessee shall comply with requirements of Section 23.75 and the applicable policies of the Federal Aviation Administration in replacing any ACDBE subtenant, subcontractor, joint venture partner or vendor.
- 8.5.5 Lessee shall provide to Lessor an ACDBE participation report, in a form determined by Lessor, within sixty (60) days of written request therefor by Lessor.
- 8.5.6 Failure by Lessee to carry out the requirements of this section will constitute a material breach of this Lease and may result in termination.

8.6 Americans with Disabilities Act.

- 8.6.1 Lessee agrees that it shall develop, manage, use, and occupy the Premises in accordance with the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (hereafter collectively the "ADA"), including, without limitation, modifying the Lessee's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons.
- 8.6.2 Lessee acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity, whether directly or through a contractor, must be accessible to disabled persons. Lessee shall provide the services specified in this Lease in a manner that complies with the ADA and all other applicable federal, state, or county disability rights legislation. The Lessee agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Lease and further agrees that any violation of this prohibition on the part of the Lessee shall constitute a material breach of this Lease.

8.7 Bankruptcy. Notwithstanding anything herein to the contrary, in the event that a petition for relief under the United States Bankruptcy Code or under any similar or successor federal, state, or local statute is filed by or against the Lessee (a "Filing"):

- 8.7.1 Lessee shall give the Lessor immediate written notice of the Filing; Lessee will promptly confirm the outstanding amount of any obligations hereunder due

the Lessor as of the date of Filing; and Lessee will fully and timely perform all obligations arising hereunder commencing as of the date of the Filing.

- 8.7.2 Thereafter, Lessee will promptly determine whether it intends to assume or reject the unexpired term of this Lease, if any, and shall promptly advise the Lessor of such determination; and Lessee will not seek to delay the date by which it will make the determination under this subparagraph and obtain any necessary third-party authorization (including court approval) therefore beyond the 60th day following the date of the Filing without the prior express consent of the Lessor.
- 8.7.3 If Lessee determines that it wishes to assume this Lease, the Lessee will cure all defaults, compensate the Lessor for all damages incurred as a result of such defaults, provide the Lessor with adequate assurances of future performance, and comply with any and all other statutory or legal requirements prior to the effective date of such assumption.
- 8.7.4 If Lessee determines that it wishes to assume this Lease and assign it to a third-party, Lessee will give the Lessor not less than 60 days notice of such intention, provide to the Lessor all pertinent information with respect to the proposed assignee concurrently with the notice, cure all defaults, compensate the Lessor for all damages incurred as a result of such defaults, provide the Lessor with adequate assurances of future performance through the proposed assignee and comply with any and all other statutory or legal requirements prior to the effective date of such assumption and assignment.
- 8.7.5 If Lessee wishes to reject the unexpired term of the Lease, if any, Lessee will not seek to have the effective date of such rejection determined to be a date earlier than the date on which Lessee shall return control and possession of the Preferential Premises to the Lessor in the condition and on the terms set forth herein relevant to the redelivery of possession to the Lessor, and shall fully and timely pay all rent and other charges through the date of such rejection.
- 8.7.6 Lessee shall be deemed to have expressly consented to the modification of the stays of proceedings in any Filing in the event of any post-Filing default by the Lessee under the terms of this Lease for the purpose of allowing the Lessor to exercise any default rights or remedies arising from such default.

8.8 Reservation of Lessor Rights. Notwithstanding anything herein to the contrary, the Lessor reserves the following rights:

- 8.8.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.
- 8.8.2 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.
- 8.8.3 The right to direct all activities of Lessee at the Airport in the event of an emergency.
- 8.8.4 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Lessee's rights hereunder or Lessee's occupancy or use of the Premises, and the right to direct changes in the way Lessee conducts its Airport operations in the event that the Lessor determines, in the exercise of its reasonable judgment, that one or more aspects of Lessee's method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the Lessor to deny Lessee the basic right to use the Premises for any of the uses permitted hereunder.
- 8.8.5 The right to further develop and/or improve the Airport as the Lessor deems appropriate, without interference or hindrance by Lessee, and the Lessor shall have no liability hereunder to Lessee by reason of any interruption to its operations on the Premises occasioned by such development and/or improvement of the Airport; provided, that if Lessee shall be unable to conduct reasonably normal business operations on the Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Lessee hereunder shall be subject to an equitable adjustment during the period of such interruption.

IX. NON-DISCRIMINATION

- 9.1 Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee

transfers its obligation to another, the transferee is obligated in the same manner as Lessee. This provision obligates Lessee for the period during which the Premises is used or possessed by Lessee and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

9.2 During the performance of this Lease, Lessee for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- 9.2.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 9.2.2 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 9.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.2.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.2.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 9.2.6 Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 9.2.7 The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 9.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit

discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

9.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

9.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

9.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

9.3 Lessee, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued.

9.4 During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- 9.4.1 Nondiscrimination: Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Agreements of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 9.4.2 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of contractor's obligations under this Lease and the Nondiscrimination Acts and Authorities.
- 9.4.3 Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 9.4.4 Sanctions for Noncompliance: In the event of Lessee's noncompliance with the non-discrimination provisions of this Lease, Lessor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, in whole or in part.
- 9.4.5 Incorporation of Provisions: Lessee will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as Lessor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

X. MISCELLANEOUS PROVISIONS

- 10.1 Headings. The section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.
- 10.2 Time of Essence. Time is of the essence in this Lease.
- 10.3 Attorneys' Fees. Lessee agree to pay reasonable legal fees or costs incurred by Lessor, to the extent Lessor is a prevailing party in any legal action brought by Lessor to enforce the provisions of this Lease. Lessee shall not be responsible for such fees or costs if a court of competent jurisdiction finds that Lessor's action was brought without substantial merit or in bad faith.
- 10.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.
- 10.5 Limitation of Benefit. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.
- 10.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their rights and obligations contained, in valid covenants, conditions or provisions.
- 10.7 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of Lessor and to the permitted assigns of Lessee.

10.8 Notices. Notices and demands provided for herein shall be sufficient if hand delivered, sent by Certified Mail, Return Receipt Requested, postage prepaid, or sent via nationally recognized overnight courier service, as follows:

If to the Lessor:

Grand Junction Regional Airport Authority
Attention: Executive Director
2828 Walker Field Drive, Suite 301
Grand Junction, Colorado 81506

If to the Lessee:

Tailwind GJT, LLC
Attn: Jeffrey Switzer
408 Landmark Dr.
Wilmington, North Carolina 28415

Notices given in accordance with these provisions shall be deemed received when delivered. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

10.9 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado, and any action to enforce or interpret its provisions shall be brought in a court in and for Mesa County, Colorado and/or the Federal District Court for the District of Colorado.

10.10 Entire Agreement. This Lease embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral. All of Lessee's operations on or from the Airport are subject to this Lease.

10.11 Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between Lessor and Lessee, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

10.12 Modification of Agreement. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

10.13 Taxes & Assessments. Lessee shall timely pay all real and personal property taxes related to its operations hereunder or elsewhere; all local, state and federal income, payroll, and other taxes related to its operations hereunder or elsewhere; all sales and other taxes measured by or related to its sales and service revenues hereunder or elsewhere; all license fees; and any and all other taxes, charges, imposts or levies of any nature, whether general or special, which may at any time be imposed by any local, state or federal authorities having jurisdiction, or that become a lien upon Lessee, Lessor, the Premises, or any improvements thereon, by reason of Lessee's activities under this Lease or elsewhere. Lessee shall have the right, by giving written notice to Lessor of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge or assessment at any time before such tax, charge or assessment becomes delinquent. At Lessee's request, Lessor shall assist Lessee in such proceeding. The expense of such proceeding, including all of Lessor's costs and attorney's fees incurred in assisting Lessee in such proceeding, shall be paid by Lessee, regardless of whether Lessor actually attends or participates in the proceeding.

10.14 Certification by Lessee. Lessee certifies, by signing this Lease, that neither it nor its members, managers, or principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

[END OF LEASE; SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Tailwind GJT, LLC

Jeffrey Switzer

Jeffrey Switzer (May 9, 2022 15:26 MDT)

By: Jeff Switzer
Chief Operating Officer
Tailwind GJT, LLC

Grand Junction Regional Airport Authority

Angela Padalecki

By: Angela Padalecki
Executive Director
Grand Junction Regional Airport Authority

Exhibit A

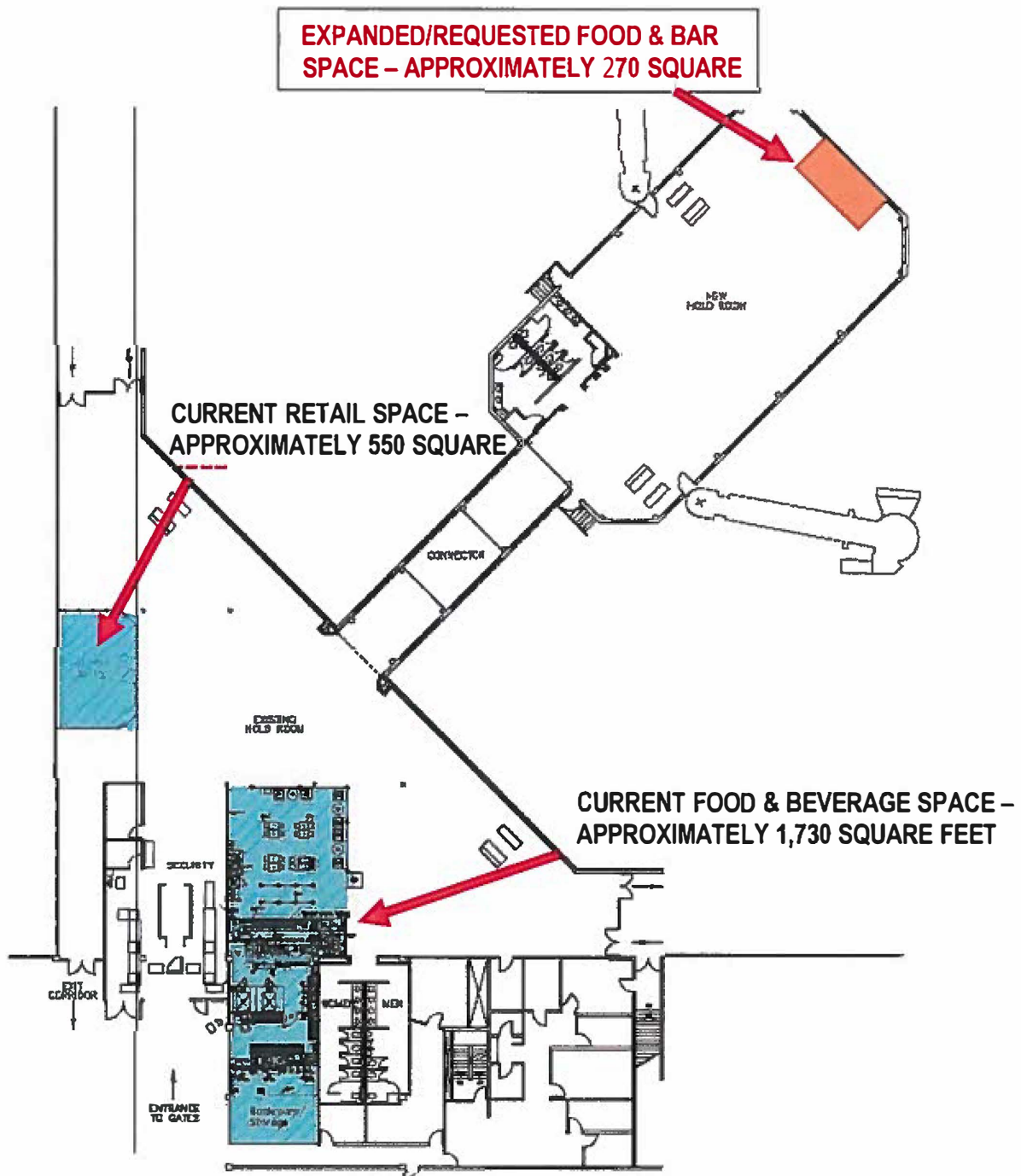


Exhibit A

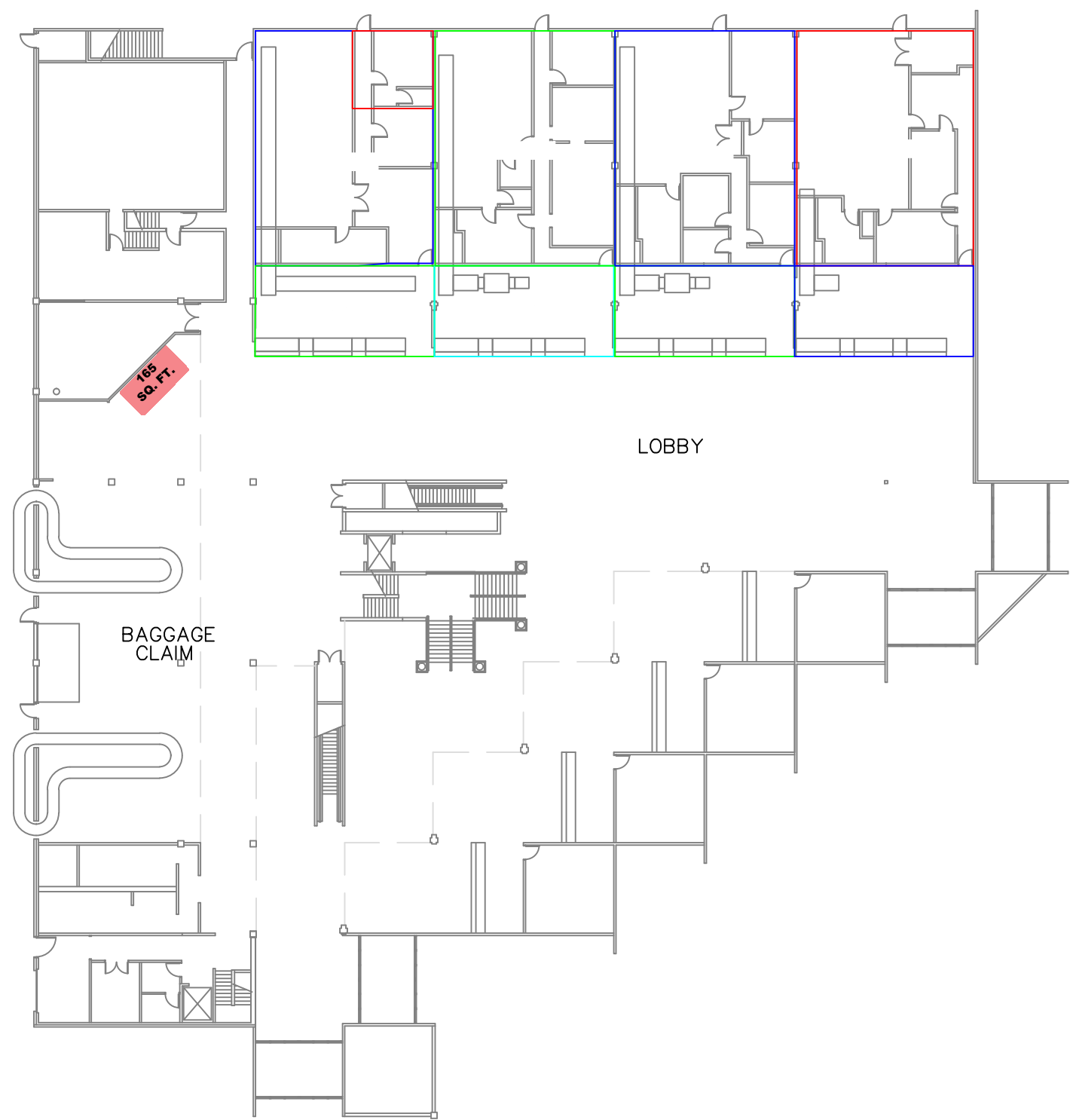
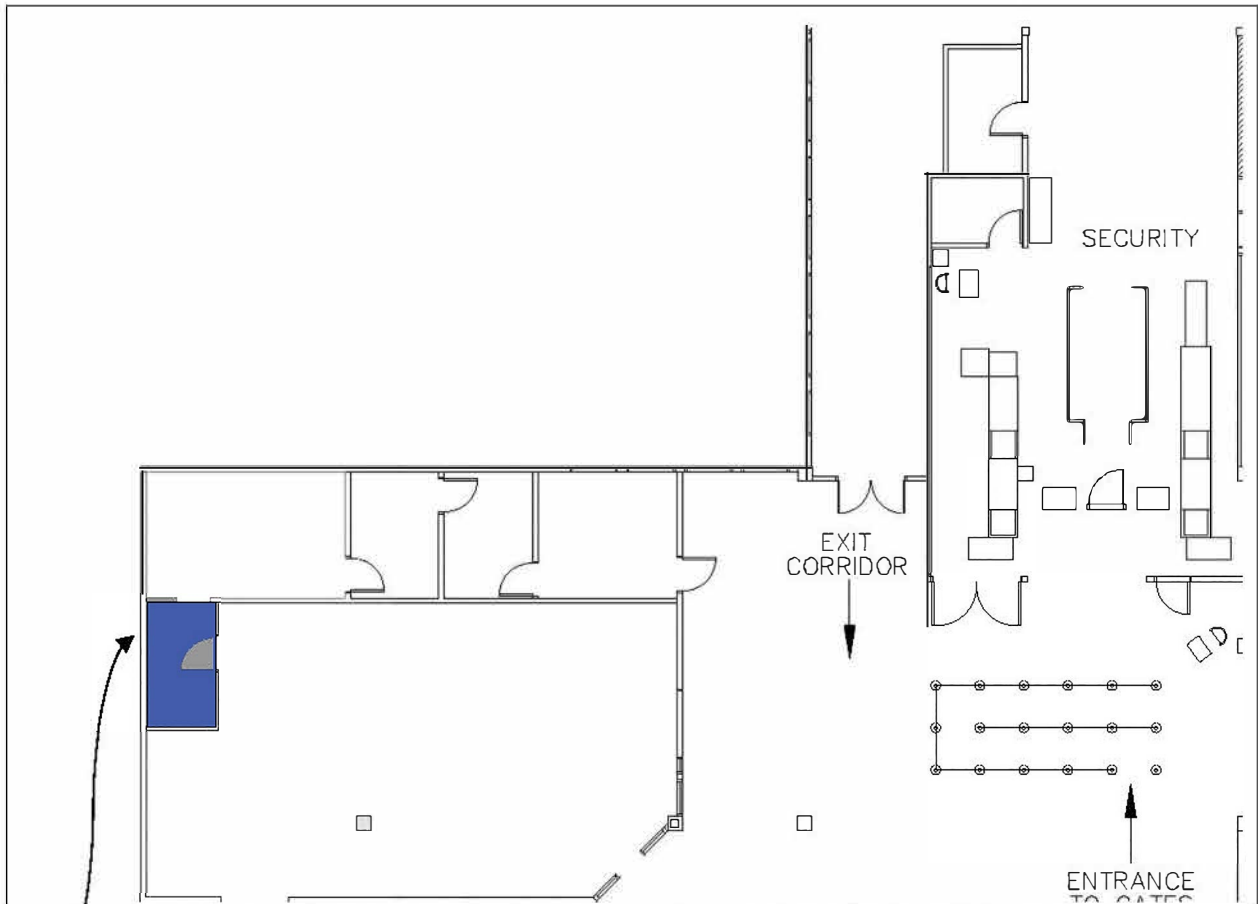


Exhibit A



Storage space –
approximately 70 square feet

EXHIBIT B
Hours of Operation

The specific hours of operation for each Concession location shall be as follows:

Retail Space (**Gift Shop**): One (1) hour before the first scheduled flight departure of the day until the last scheduled flight departure of the day.

Food & Beverage Space (**Restaurant**): One (1) hour before the first scheduled flight departure of the day until the last scheduled flight departure of the day.

Food & Beverage Space (**Pre-Security Coffee Shop**): Eight o'clock in the morning (8am MST) until the last scheduled flight departure of the day.

Food & Beverage Space (**Bar**): Ten o'clock in the morning (10am MST) the last scheduled flight departure of the day.










20220509 FINAL Tailwind Lease_GJT for Signature

Final Audit Report

2022-05-13

Created:	2022-05-09
By:	Cameron Reece (creece@gjairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOzN0bDGJC-idS7XSRUNASHQpEuD0PUgT

"20220509 FINAL Tailwind Lease_GJT for Signature" History

-  Document created by Cameron Reece (creece@gjairport.com)
2022-05-09 - 4:12:01 PM GMT
-  Document emailed to Jeffrey Switzer (switzer@tailwindconcessions.com) for signature
2022-05-09 - 4:13:47 PM GMT
-  Email viewed by Jeffrey Switzer (switzer@tailwindconcessions.com)
2022-05-09 - 9:25:13 PM GMT
-  Document e-signed by Jeffrey Switzer (switzer@tailwindconcessions.com)
Signature Date: 2022-05-09 - 9:26:46 PM GMT - Time Source: server
-  Document emailed to Angela Padalecki (apadalecki@gjairport.com) for signature
2022-05-09 - 9:26:48 PM GMT
-  Email viewed by Angela Padalecki (apadalecki@gjairport.com)
2022-05-10 - 3:50:06 AM GMT- IP address: 104.28.48.140
-  Email viewed by Angela Padalecki (apadalecki@gjairport.com)
2022-05-13 - 2:16:48 AM GMT
-  Document e-signed by Angela Padalecki (apadalecki@gjairport.com)
Signature Date: 2022-05-13 - 2:34:19 PM GMT - Time Source: server
-  Agreement completed.
2022-05-13 - 2:34:19 PM GMT

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	AIP Grant Application for Runway Pavement Construction and Conversion		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Chief Executive Officer to sign and submit an Airport Improvement Program grant application to the Federal Aviation Administration for the Runway Replacement Project.		
SUMMARY:	<p>Four FY2025 Airport Improvement Program (AIP) grant applications were approved by the Airport Authority Board in December 2024 totaling \$16,675,596. All applications were part of the Runway 11-29 relocation project. Specifically, those applications were for the remaining subbase construction, design for NAVAID relocation, design of the runway pavement, and the final design package for the runway replacement program. Those applications reflect the Capital Improvement Plan with the FAA, and grant awards are anticipated in August/September of this year.</p> <p>The next major construction phase following the subbase is the runway paving. The design is underway and on track to bid out work in early 2026, with anticipated grant awards to follow in 2026 and subsequent years, and the full runway replacement project concluding around 2030. Staff worked with Garver and Mead & Hunt to update the estimated remaining costs for the runway replacement program. The estimated total remaining costs for construction, engineering, and administration total \$105,000,000 if the project were to be fully funded in 2025; if funding remains spread across the next 5-7 years as planned total costs are expected to be significantly higher because of lower economies of scale and higher inflation.</p> <p>There is no expectation that the Airport will receive any additional grant funding in FY2025 beyond what is planned and reflected in the four grant applications submitted in December. If additional funding is awarded, it will likely be a small fraction of the amount in this application. However, since we have the cost estimate for completion of the Runway Replacement Program, the FAA suggested we submit an application for the full amount to provide maximum flexibility and opportunity.</p> <p>The remaining work to be completed can be broken down into smaller phases to match any additional grant funding awarded. Airport Improvement Grants awarded in 2025 will cover 95% of the total project costs and GJRAA is required to match 5% of the project cost. If the application is accepted and any funding is awarded, one or more Grant Offers may be made and will be presented to the Board for formal approval.</p>		
REVIEWED BY:	CEO, CIP Manager, and Legal Counsel		
FISCAL IMPACT:	Federally Funded Portion - \$99,750,000 GJRAA Funded Portion- \$5,250,000 Total Remaining Project Cost - \$105,000,000		
ATTACHMENTS:	AIP Construction Grant Application		
STAFF CONTACT:	Sarah Menge, smenge@gjairport.com , Office: 970-248-8584		

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)
---	--	---

*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:

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 11-29 Replacement Program - Remaining Program Completion

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: 04/01/2025

*b. End Date: 12/31/2028

18. Estimated Funding (\$):

*a. Federal	\$ 99,750,000
*b. Applicant	\$ 0
*c. State	\$ 0
*d. Local	\$ 5,250,000
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 105,000,000

***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

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

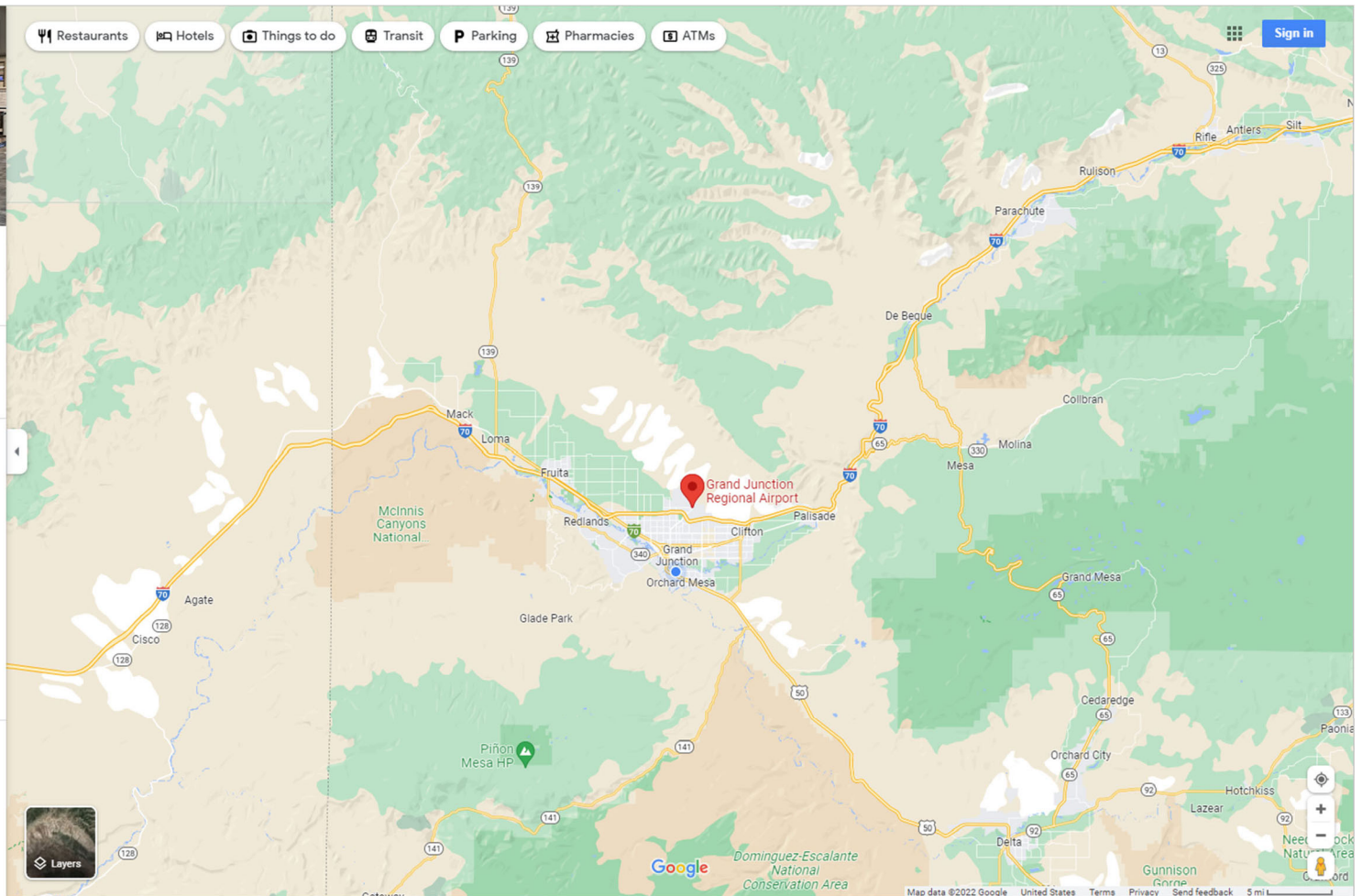
4FCC+V8 Grand Junction, Colorado

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 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. </div>			
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 style="margin-left: 40px;"> Yes No N/A </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 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> Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.			

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			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			3,000,000
6. Project inspection fees			10,000,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			91,990,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 105,000,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			105,000,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 105,000,000
19. Federal Share requested of Line 18			99,750,000
20. Grantee share			5,250,000
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 105,000,000

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)	5,250,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 5,250,000
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 5,250,000

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

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway 11-29 Replacement Program - Remaining Program Completion

AIRPORT: Grand Junction Regional Airport (GJT)

1. Objective:

This project is the continuation and completion of the Runway 11-29 Replacement Program. The goal continues to be relocation of the Runway and required supporting infrastructure 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 2026 This project will include contractor bid pricing, M&H CPS, and Garver project management services for the completion and opening of the new runway.

2. Benefits Anticipated:

This project will continue and complete all remaining construction phases on Runway 12-30. Benefits include significant escalation and economies of scale cost savings, reduction of construction time by one construction season, and allowing for completion of the runway for a October 2028 opening. The reduction in construction time provides benefits for safety and quality.

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 2025
WORK ITEM: Runway 11-29 Replacement Program - Remaining Program Completion

SKETCH:



JUSTIFICATION: This project is the continuation and completion 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 2026 This project will include contractor bid pricing, M&H CPS, and Garver project management services for the completion and opening of the new runway. Benefits include significant escalation and economies of scale cost savings, reduction of construction time by one construction season, and allowing for completion of the runway for a October 2028 opening. The reduction in construction time provides benefits for safety and quality.

SPONSOR SIGNATURE: _____ **DATE:** _____

COST ESTIMATE: \$105,000,000 Item (Runway Remaining Construction Completion)

ADMINISTRATION:	\$	10,000		\$		\$
ENGINEERING:	\$	13,000,000		\$		\$
CONSTRUCTION:	\$	91,990,000		\$	TOTAL:	\$ 105,000,000

ADO USE:

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

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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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 Disadvantaged 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 49 U.S.C. 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.

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 pilots 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.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- 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., 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 an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

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, or 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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor 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:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Grand Junction Regional Airport Authority

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, Colorado

AIP PROJECT NO.: 3-08-0027- -2025

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport)Grand Junction Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Angela Padalecki **DATE:** _____

TITLE: Executive Director

SPONSORING AGENCY: Grand Junction Regional Airport

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Executive Director

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport

AIP #: 3-08-0027-____-2025

Project Description(s): Runway 11-29 Replacement Program - Remaining Program Completion

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☐ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☐ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☐ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☐ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Grand Junction Regional Airport Authority

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:

* DATE:



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

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

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 8 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. 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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2025

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes	No	N/A
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5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes	No	N/A
-----	----	-----
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes	No	N/A
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7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes	No	N/A
-----	----	-----
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

Yes	No	N/A
-----	----	-----
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
 - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes	No	N/A
-----	----	-----
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes	No	N/A
-----	----	-----

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

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 8 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. 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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2024

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Grand Junction Regional Airport

Address: 2828 Walker Field Drive, Grand Junction, CO 81506

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

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 8 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. 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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2024

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2024

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act 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 8 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. 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.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2024

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act 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 8 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. 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.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: 3-08-0027-____-2024

Description of Work: Runway 11-29 Replacement Program - Remaining Program Completion

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Paperwork Reduction Act Statement

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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. 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 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](#)

[https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: Grand Junction Regional Airport Authority

Submitter's name: Angela Padalecki

Title: Executive Director

Phone number: 970-248-8588

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	Title VI Plan is drafted/submitted and under review by FAA office of Civil Rights.
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	CPP is drafted/submitted and under review by FAA office of Civil Rights.

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJSscreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	Yes No	
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	Yes No	

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

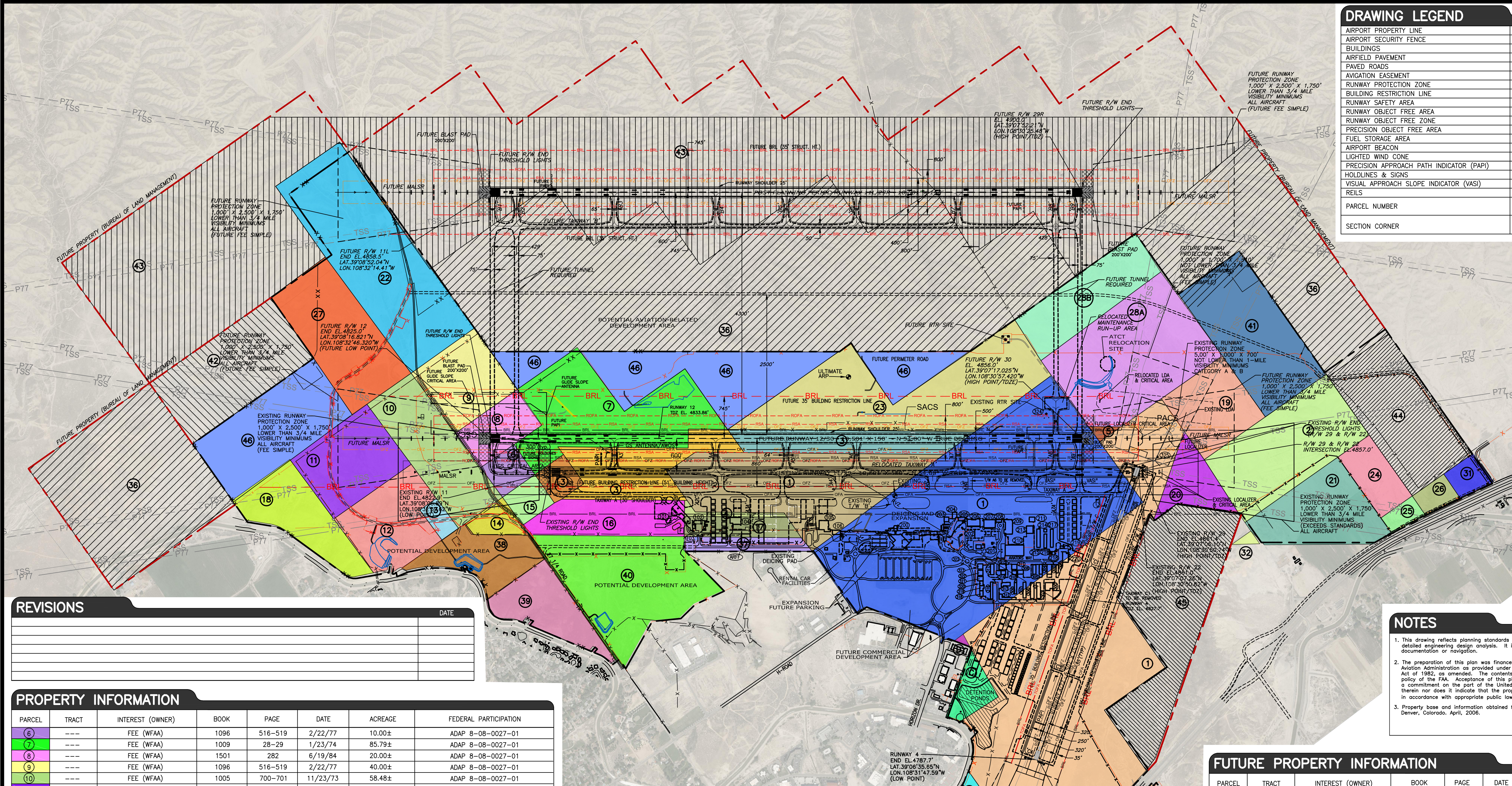
Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	Yes No	
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	Yes No	

Criterion	Notes	Response	Comments
<p>3.3 The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes</p> <p>No</p>	
<p>3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is not an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please skip this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	Under Development
<p>3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p>	<p>Yes</p> <p>No</p>	
<p>3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	

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REVISIONS					DATE

PROPERTY INFORMATION						
PARCEL	TRACT	INTEREST (OWNER)	BOOK	PAGE	DATE	ACREAGE
6	---	FEE (WFAA)	1096	516-519	2/22/77	10.00±
7	---	FEE (WFAA)	1009	28-29	1/23/74	85.79±
8	---	FEE (WFAA)	1501	282	6/19/84	20.00±
9	---	FEE (WFAA)	1096	516-519	2/22/77	40.00±
10	---	FEE (WFAA)	1005	700-701	11/23/73	58.48±
11	---	FEE (WFAA)	959	38	5/18/71	50.00±
12	---	FEE (WFAA) (16)	1013	629	3/26/74	45.00±
13	---	FEE (WFAA)	1048	800	8/18/75	5.00±
14	---	FEE (WFAA)	1006	777	12/4/73	9.39±
15	---	FEE (WFAA)	1096	516-519	2/22/77	10.00±
16	---	FEE (WFAA)	1009	28-29	1/23/74	35.20±
17	---	FEE (WFAA)	1039	245	09/11/75	15.50±
18	---	FEE (WFAA) (16)	1702	503-504	7/20/88	48.40±
19	---	FEE (WFAA)	1688	447-448	4/13/88	39.89±
20	---	FEE (WFAA)	1688	447-448	4/13/88	23.05±
21	---	FEE (WFAA)	1747	137	6/5/89	53.15±
22	---	FEE (WFAA)	1501	280	6/19/84	120.00±
23	---	FEE (WFAA)	1682	962	3/2/88	126.00±
24	---	FEE (WFAA)	1703	815	7/22/88	20.12±
25	---	FEE (WFAA)	1687	741	4/8/88	6.05±
26	---	FEE (WFAA)	1728	767	1/25/89	7.53±
27	---	FEE (WFAA)	2402	145	2/2/98	80.00±
28A	---	FEE (WFAA)	1688	447-448	4/13/88	105.95±
28B	---	FEE (WFAA)	1688	447-448	4/13/88	52.98±
31	1	FEE (WFAA)	1703	815	7/22/88	9.20±
32	---	AVIGATION EASEMENT	---	---	11/21/89	3.82±
33	---	FEE (WFAA)	4063	363-365	12/22/05	4.759±
37	---	FEE (WFAA)	3494	998	9/29/03	15.31±
38	---	FEE (WFAA) (15) (16)	1826	923	3/6/91	18.50±
39	---	FEE (WFAA) (16)	1920	527	8/7/92	15.91±
40	---	FEE (WFAA)	2050	421-422	2/17/94	96.5±
41	---	FEE	4367	319	03/04/07	70±
42	---	FEE (CITY/COUNTY)	972	901	1/19/70	6.91±
43	---	FEE (WFAA)	972	901	1/19/70	13.65±
44	---	FEE (WFAA)	1096	516-519	2/22/77	1.10±
45	---	FEE (GJRAA)	---	---	05/22/2019	188.04

SPONSOR APPROVAL

NAME

DATE

- PROPERTY INFORMATION FOOTNOTES
1. INFORMATION OBTAINED FROM MESA COUNTY CLERK AND RECORDER'S OFFICE.

2. PROPERTY OWNED BY CITY OF GRAND JUNCTION AT TIME OF FAAP-01.

3. PARCELS B AND E TRADED FOR PARCELS A, C, AND D.

4. PARCEL B (3.00 +/- ACRES) REMOVED FROM PARCEL 1 TRACT 3.

5. PARCEL E (18.59 +/- ACRES) REMOVED FROM PARCEL 1 TRACT 1.

6. NO FEDERAL PARTICIPATION.

7. NO PROPERTY ACQUIRED UNDER THE SURPLUS PROPERTY ACT.

8. PARCEL 1 TRACT 2, PARCEL 1 TRACT 3, A PORTION OF PARCEL 2, PARCEL 3 TRACT 1, PARCEL 3 TRACT 2, PARCEL 3 TRACT 3, PARCEL 4, PARCEL 6 TRANSFERRED FROM OWNERSHIP BY CITY OF GRAND JUNCTION AND COUNTY OF MESA TO WALKER FIELD, COLORADO, PUBLIC AIRPORT AUTHORITY IN BOOK 1096, PAGES 516-519.

9. EASEMENTS IN PARCEL 2 SUBSEQUENTLY ACQUIRED IN FEE AS PORTIONS OF PARCELS 19, 20 & 21.

10. EASEMENTS IN PARCEL 2 SUBSEQUENTLY ACQUIRED IN FEE AS PORTIONS OF PARCELS 19, 20 & 21.

11. EASEMENTS IN PARCEL 2 SUBSEQUENTLY ACQUIRED IN FEE AS PORTIONS OF PARCELS 19, 20 & 21.

12. PARCELS F, G, H, I, J, AND K ARE PART OF PARCEL 1 TRACT 1. PARCELS F, G, I, J, AND K WERE RELEASED FROM REQUIRED AERONAUTICAL USE ON 2/1/79.

13. PARCELS A AND C EXCLUDE ROAD AS DESCRIBED IN BOOK 714 PAGE 521.

14. PARCEL 1 TRACT 3 EXCLUDES 3.00 ACRES DESCRIBED IN BOOK 962 PAGE 720.

15. PARCEL 38 EXCLUDES TRACT OF LAND CONVEYED TO COLORADO-UTE ELECTRIC ASSOCIATION, INC. AS DESCRIBED IN BOOK 795 PAGE 28 AND A TRACT OF LAND CONVEYED TO GRAND VALLEY RURAL POWER LINES, INC. AS DESCRIBED IN BOOK 746 PAGE 278.

16. PARCEL 1 TRACT 3, 18, 12, 38 AND 39 EITHER BORDER THE RIGHT-OF-WAY OF THE GOVERNMENT HIGHLINE CANAL OR ARE OFFSET FROM IT.

17. FED. APT. ACT IS FEDERAL AIRPORT ACT OF 1946.

18. PER PREVIOUSLY APPROVED EXHIBIT A, DATED 5/28/97.

DRAWING LEGEND		
	EXISTING	FUTURE
AIRPORT PROPERTY LINE	---	---
AIRPORT SECURITY FENCE	---	---
BUILDINGS	---	---
AIRFIELD PAVEMENT	---	---
PAVED ROADS	---	---
AVIGATION EASEMENT	---	---
RUNWAY PROTECTION ZONE	---	---
BUILDING RESTRICTION LINE	---	---
RUNWAY SAFETY AREA	---	---
RUNWAY OBJECT FREE AREA	---	---
RUNWAY OBJECT FREE ZONE	---	---
PRECISION OBJECT FREE AREA	---	---
FUEL STORAGE AREA	---	---
AIRPORT BEACON	---	---
LIGHTED WIND CONE	---	---
PRECISION APPROACH PATH INDICATOR (PAPI)	---	---
HOLDLINES & SIGNS	---	---
VISUAL APPROACH SLOPE INDICATOR (VASI)	---	---
REILS	---	---
PARCEL NUMBER	10	---
SECTION CORNER	---	---

- NOTES
1. This drawing reflects planning standards specific to this airport, and is not a product of detailed engineering design analysis. It is not intended to be used for construction documentation or navigation.

2. The preparation of this plan was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 505 of the Airport and Airway Improvement Act of 1982, as amended. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this plan by the FAA, does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

3. Property base and information obtained from "Exhibit A" drawing file, by Carter:Burgess, Denver, Colorado, April, 2006.

FUTURE PROPERTY INFORMATION						
PARCEL	TRACT	INTEREST (OWNER)	BOOK	PAGE	DATE	ACREAGE
36	---	FUTURE FEE (BLM)	---	---	---	1010±
42	---	FUTURE FEE (PRIVATE)	---	---	---	80±
43	---	FUTURE FEE (BLM)	---	---	---	935±
44	---	FUTURE FEE (STATE)	---	---	---	80±
45	---	FUTURE FEE (PRIVATE)	---	---	---	120±

PROPERTY INFORMATION						
PARCEL	TRACT	INTEREST (OWNER)	BOOK	PAGE	DATE	ACREAGE
1	1	FEE (WFAA)	1096 (18)	516-519	2/22/77	321.04±
2	2	FEE (WFAA)	402	8	8/15/41	112.08±
3	3	FEE (WFAA)	399	482-483	9/17/41	415.00±
4	4	FEE (WFAA)	1096	516-519	2/22/77	102.44±
5	5	FEE (WFAA)	375	294	10/31/38	37.95±
6	6	FEE (WFAA)	325	143	5/19/30	112.08±
7	7	FEE (WFAA)	325	78	5/12/30	10.00±
8	8	FEE (WFAA)	313	214	3/7/30	2.18±
9	9	FEE (WFAA)	313	235	4/21/30	1.08±
10	10	FEE (WFAA)	357	90	9/5/35	1.08±
11	11	FEE (WFAA)	315	49	9/14/38	1.08±
12	12	FEE (WFAA)	373	145	7/15/38	1.08±
13	13	FEE (WFAA)	399	482-483	9/17/41	1.08±
14	14	FEE (WFAA)	1096	516-519	2/22/77	1.08±
15	15	FEE (WFAA)	778	290	4/20/60	1.08±
16	16	FEE (WFAA)	1096	516-519	2/22/77	1.08±
17	17	FEE (WFAA)	778	289	4/20/60	1.08±
18	18	FEE (WFAA)	1096	516-519	2/22/77	1.08±
19	19	FEE (WFAA)	778	289	4/20/60	1.08±
20	20	FEE (WFAA)	1096	516-519	2/22/77	1.08±

MEAD & HUNT

Mead and Hunt, Inc.

1743 Wazee Street,

Suite 400

Denver, CO 80202

phone: 303-825-8844

meadhunt.com

Grand Junction Regional Airport

AIRPORT LAYOUT PLAN UPDATE

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 2331300-170312.05

DATE: FEB 2019

DESIGNED BY: M&H

DRAWN BY: JWB

CHECKED BY: EWJ

DO NOT SCALE DRAWINGS

SHEET CONTENTS

AIRPORT PROPERTY MAP - EXHIBIT 'A'

SHEET NO.

25

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Aeronautical Use Access Permit with PJ Helicopters		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Aeronautical Use Access Permit with PJ Helicopters for the purpose of storing a refueling vehicle on Airport property and authorize the Chief Executive Officer to sign the agreement.		
SUMMARY:	<p>PJ Helicopters, a current Airport tenant, requested a location on Airport property to park and store a mobile refueling vehicle to be used for refueling their own aircraft off-Airport. Their current leasehold space does not have an area that is adequate to store the truck without interfering with operations.</p> <p>The proposed Use Access Permit specifies a location to store the truck that does not interfere with other tenants or Airport Authority operations, does not permit any improvements to the parking surface area, and includes requirements for the tenant to have spill kit equipment and training.</p> <p>The proposed square footage is 3,510 square feet and will be billed at the current ground lease rate stated in Airport Rates and Charges (currently \$0.2587 per square foot annually). The term of the agreement is for one year and is renewable, annually, upon mutual consent of both parties.</p> <p>The Airport Authority reserves the right to relocate the tenant to another equivalent space if needed.</p>		
REVIEWED BY:	CEO and Legal Counsel		
FISCAL IMPACT:	\$908 of Revenue in the Initial Lease Term		
ATTACHMENTS:	Aeronautical Use Access Permit with PJ Helicopters		
STAFF CONTACT:	Dylan Heberlein dheberlein@gjairport.com Office: 970-248-8596		

GRAND JUNCTION REGIONAL AIRPORT AERONAUTICAL USE ACCESS PERMIT

By execution of this Aeronautical Use Access Permit (“Permit”), the Grand Junction Regional Airport Authority (“Authority”) hereby grants to PJ Helicopters (“Permittee”) the right to use and occupy designated areas of the Grand Junction Regional Airport (“Airport”) for the limited purpose of storing a mobile refueling vehicle in accordance with the terms and conditions set forth herein.

1. **Premises.** Permittee is hereby granted the right to use a space located upon the Airport, approximately 3,510 square feet, as shown on Exhibit “A” (“Premises”). Permittee shall be authorized to use the Premises for the limited purpose of storing no more than one mobile refueling vehicle, for intended use off-Airport. Permittee shall be prohibited from making improvements to the Premises, using the Premises for any other use or purpose than the use permitted herein, and selling or dispensing fuel upon the Airport.
2. **Ingress and Egress.** Permittee further is granted the right of ingress and egress to the Premises upon common use access roadways and pathways as designated by the Authority and in compliance with applicable laws, rules and directives.
3. **Term.** The term of this Permit shall begin on July 1, 2025, and shall extend for one year, until June 30, 2026. This Permit shall be renewable, upon mutual written consent of both parties, for renewal terms of no more than one year. The Airport Chief Executive Officer is authorized to agree to renewals on behalf of the Authority. This Permit shall have a total term (initial term plus renewal terms) of no more than five (5) years, after which time the parties shall consider whether the Permit continues to serve both parties’ interests and whether, if so, the Permit shall be replaced with the then-current form of access permit, to include new permit fees.
4. **Compensation.** Permittee agrees to pay the Authority, as compensation for the right to use the Premises, an annual fee of NINE HUNDRED EIGHT DOLLARS AND FOUR CENTS (\$908.04), calculated as 3,510 square feet of the Premises multiplied by \$0.2587, the current airside lease rate. Beginning July 1, 2026, and effective July 1 of each calendar year that this Permit is in effect, the annual fee for use of the Premises shall be adjusted to the per-square-foot lease rate for airside facilities prescribed by the Authority in a

resolution establishing Airport rates and charges adopted at a duly noticed public meeting.

5. **Non-Interference.** Permittee must ensure that its use of the Premises and the Airport do not interfere with the safe, secure and efficient operations of the Airport by the Authority and other tenants and users.
6. **Relocation.** Authority shall have the right to relocate Permittee to equivalent space upon the Airport, provided that the Authority (i) determines the Premises are required for an alternate Airport purpose; (ii) provides Permittee with no less than thirty (30) days advance written notice; and (iii) affords Permittee the right to terminate this Permit, in accordance with Section 10 hereof, rather than relocating.
7. **Compliance with Laws.**
 - A. Permittee shall comply with all applicable federal, state, and local laws, regulations, ordinances, and directives governing the Airport or activities performed or engaged in at the Airport, including without limitation requirements imposed by the Federal Aviation Administration, Transportation Security Administration (“TSA”), Department of Homeland Security, U.S. Environmental Protection Agency, Occupational Health and Safety Administration, State of Colorado, Mesa County and the City of Grand Junction.
 - B. Without limiting the generality of the foregoing, Permittee specifically shall comply with all applicable federal, state and local laws, standards and directives concerning the proper storage and handling of aviation fuels as have been or may be issued by the Federal Aviation Administration, National Fire Protection Association, the State of Colorado and the Fire Marshal or other Authority Having Jurisdiction. Permittee shall carry upon the mobile refueling vehicle or store upon the Premises a fully stocked standard mobile refueler spill kit and train its employees in proper spill response.
 - C. Permittee shall comply with any applicable directives issued by the Airport Chief Executive Officer concerning Airport operations, safety or security.
 - D. Permittee shall acquire and keep current all licenses and permits that are required to conduct activities at the Airport issued by any federal, state or local government entity.
8. **Civil Rights Nondiscrimination.**
 - A. In all activities within the scope of its airport program, Permittee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the

grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision obligates the Permittee for the period during which the property is owned, used or possessed by the Permittee and the Airport remains obligated to the Federal Aviation Administration.

- B. During the performance of this Permit, Permittee, for itself and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and Title IX of the Education Amendments of 1972, as amended.
9. **Security.** Permittee shall comply with all applicable provisions of the Authority’s approved security program. Permittee agrees to reimburse the Authority for any civil penalty or fine assessed against the Authority by TSA for violation of the approved security program, TSA security directive or TSA regulation that is caused by Permittee or the direct result of Permittee’s action or omission.
10. **Termination and Surrender.** Either party may terminate this Permit for cause or convenience by providing thirty (30) days’ written notice to the other party. Upon expiration or earlier termination of this Permit, Permittee shall promptly and at its own cost and expense remove the mobile refueling vehicle and any personal property and return the Premises to a “broom clean” condition.
11. **Indemnification and Insurance.**
- A. The Authority shall stand indemnified by Permittee as provided herein. It is expressly

understood and agreed by and between the parties that Permittee is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefor.

- B. Permittee agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and reasonable attorney's fees, which any or all of them may hereafter incur or pay out as a result of bodily injury (including death) to any person or damage to any property or person arising out of Permittee's use of the Airport or any acts or omissions of Permittee or its employees, contractors, subcontractors, agents, licensees, affiliates, vendors, or invitees, in connection with the Permittee's use of the Airport or its operations at the Airport, except to the extent caused by the negligence or reckless or willful misconduct of the Authority, its officers, directors, agents, employees, contractors, or representatives.
 - C. Upon the filing with the Authority of a claim for damages arising out of incidents for which Permittee herein agrees to indemnify, defend, save and hold harmless the Authority, the Authority shall notify Permittee of such claim and shall tender to Permittee the defense of such claim. Any final judgment rendered against the Authority for any cause for which Permittee is liable hereunder shall be conclusive against the Permittee as to liability and amount provided the Authority has notified Permittee of such claim as provided above.
 - D. Permittee shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Permit, minimum levels of insurance coverage, which shall be primary with respect to Permittee's obligations hereunder as to any other valid and collectable insurance.
 - E. Permittee shall promptly notify the Authority of any claim or loss connected in any manner with Permittee's activities at the Airport under such insurance policies and certify that proper notice has been given to the appropriate insurance carrier.
 - F. Permittee shall at all times during the course of its operations at the Airport maintain Workers Compensation Insurance in the form and amount required by applicable Colorado law.
12. **Notices.** Notices to the parties shall be deemed sufficient if sent in writing by certified or registered mail, postage prepaid, addressed to:

Authority: Grand Junction Regional Airport Authority

ATTN: Chief Executive Officer

Grand Junction Regional Airport

2828 Walker Field Drive, Suite 301

Grand Junction, CO 81506

Permittee: PJ Helicopters

ATTN: Travis Yenter

[Address]

or to such other respective addresses as may be designated in writing by the parties from time to time.

13. Miscellaneous.

- A. Permittee agrees that it will not sell, convey, transfer, mortgage or assign this Permit or any part thereof, or any rights created thereby.
- B. This Permit shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the FAA or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the parties shall engage in good faith negotiations and seek to amend this Permit by mutual consent. In the event the parties are unable to agree to an amendment after good faith negotiations, the Authority shall have the right to amend this Permit unilaterally to the limited extent necessary to cure the violation of an agreement with the United States. If such unilateral amendment substantially restricts Permittee's ability to conduct commercial activities at the Airport for any period of time, Permittee shall have the right to terminate this Permit as provided herein.
- C. This Permit shall be performable and enforceable in Mesa County, Colorado, and shall be construed in accordance with the laws of the State of Colorado. Permittee and Authority waive the right to a jury on all claims or demands that arise from the terms and conditions

of this Permit, or the performance of this Permit.

- D. This Permit, inclusive of exhibits, constitutes the entire agreement of the parties hereto and supersedes any prior agreement or understanding, written or verbal, on the subject of this Permit.

Issued by the Authority on this _____ day of _____, 2025.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

By: _____

Title: _____

Agreed and accepted by Permittee:

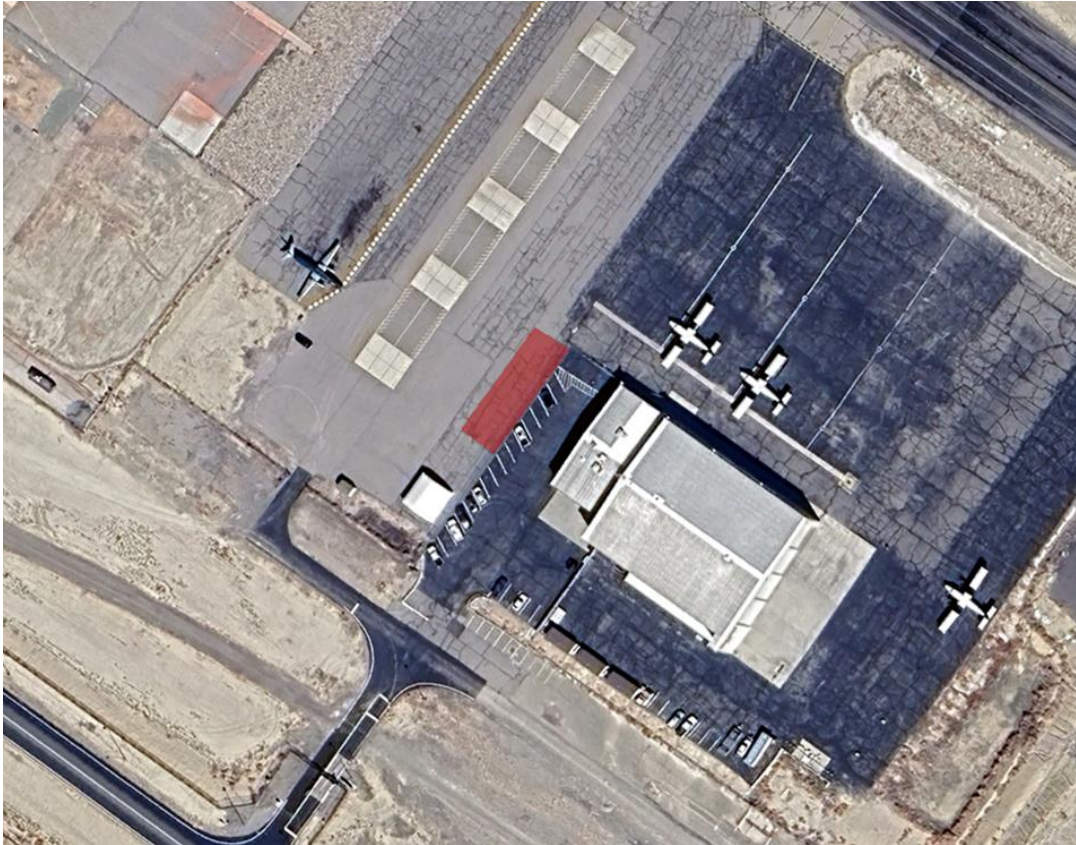
PJ Helicopters

By: _____

Its: _____

Exhibit A

Approximate Square footage of 3,510



Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2025-007 New Purchasing and Procurement Policy										
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>								
RECOMMENDATION:	Adopt Resolution 2025-007 to approve updates to the Purchasing and Procurement Policy										
SUMMARY:	<p>The Airport Authority procures goods and services in accordance with federal and state requirements. Where federal and state law do not impose requirements, the Authority may set its own policies and standards.</p> <p>The original procurement policy was adopted by the board in September 2014 based on recommendations that came after the start of the federal investigation of the Airport Authority. Minimal changes have been made to the policy over the past 11 years, with the most significant revisions coming in 2023 following the changes to the Colorado Public Airport Authority Act. The 2023 updates included a revised structure to better differentiate procurement methods to be used, provide a more practical guide for Authority staff, and an adjustment to the dollar amount that could be approved by the Chief Executive Officer. The proposed revisions include another increase in that threshold to keep pace with inflation.</p> <p>The remaining proposed revisions focus on the purchasing approval requirements and procedures in Section IV which is the guide for staff to determine the procurement method to be used. Since inception in 2014, purchases over \$50,000 have used a competitive procurement method and that threshold has not been adjusted. Purchases valued at \$5,000 - \$50,000 have required documented quotes since 2018. Running a competitive procurement is extremely time-consuming for staff and reduces our ability to negotiate with vendors more directly. We looked at the City of Grand Junction, Mesa County, and State of Colorado procurement policies to inform procurement expenditure amount and selection methods recommended. Based on our review and benchmarking of the other procurement policies, we recommend the following adjustments:</p> <table><tr><th>Purchase Amount</th><th>Selection Method</th></tr><tr><td>Less than \$10,000</td><td>No competition required</td></tr><tr><td>\$10,000 - \$100,000</td><td>Documented Quotes</td></tr><tr><td>Over \$100,000</td><td>Competitive Selection (RFP or IFB)</td></tr></table> <p>Staff recommends the Board approve the Purchasing and Procurement Policy, to take effect immediately and apply to the purchase of goods and services going forward.</p>			Purchase Amount	Selection Method	Less than \$10,000	No competition required	\$10,000 - \$100,000	Documented Quotes	Over \$100,000	Competitive Selection (RFP or IFB)
Purchase Amount	Selection Method										
Less than \$10,000	No competition required										
\$10,000 - \$100,000	Documented Quotes										
Over \$100,000	Competitive Selection (RFP or IFB)										
REVIEWED BY:	CEO and Legal Counsel										
FISCAL IMPACT:	None										
ATTACHMENTS:	Resolution 2025-007										
STAFF CONTACT:	Sarah Menge, smenge@gairport.com Office: 970-248-8584										

RESOLUTION NO. 2025-007
RESOLUTION OF THE BOARD OF COMMISSIONERS
ADOPTING A NEW PURCHASING AND PROCUREMENT POLICY

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-105(5)(h)), requires the Board “[t]o prescribe . . . a method for procuring contracts to carry out the Authority’s purposes . . .”; and

WHEREAS, federal law, regulation and policy prescribe standards and procedural requirements for the procurement of goods and services with federal financial assistance; and

WHEREAS, the Board, in the interest of good governance of the Airport, intermittently reviews and updates its statements of policy;

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board adopts the attached Grand Junction Regional Airport Authority Purchasing and Procurement Policy, effective as of June 17, 2025.
2. The attached Purchasing and Procurement Policy shall apply to the purchase of goods and services after the effective date but is not intended to affect any procurement initiated before the effective date.
3. The attached Purchasing and Procurement Policy replaces and supersedes any prior document of same or similar name, including without limitation the Purchasing and Procurement Policy dated August 15, 2023.
4. The attached Purchasing and Procurement Policy shall continue in effect unless and until superseded by a further amendment adopted by the Board.

PASSED AND ADOPTED this 17th day of June, 2025.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

ATTEST:

Chairman

Clerk

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
PURCHASING AND PROCUREMENT POLICY

Effective Date: ~~August 15, 2023~~ June 17, 2025

I. Purpose and Application

- A. It is the policy of the Grand Junction Regional Airport Authority (the “Authority”) that goods and services be purchased in such manner as to obtain the highest quality at the lowest price. Goods and services will be procured in compliance with federal and state requirements and in conformance with the highest ethical standards.
- B. The purposes of this policy are to: (i) prescribe standards and requirements for the selection of vendors and contractors; and (ii) delegate specific authorities and responsibilities in connection with purchasing and procurement to the ~~Executive Director~~Chief Executive Officer and ~~Airport Authority~~ Staff.
- C. This policy applies to the purchase of goods and services, regardless of funding source, meeting the approval limits set forth in Section IV. This policy does not apply to the purchase of goods and services by Airport tenants and users.
- D. All goods and services will be purchased in conformance with the budget approved by the Board of Commissioners.
- E. This Policy is intended to complement and shall be interpreted consistently with the Authority Bylaws, Code of Conduct, Delegation of Authority and similar and related Board policies.
- F. The ~~Executive Director~~Chief Executive Officer is authorized to issue directives for the purpose of implementing this Policy and to oversee procurement and contracting consistent with the requirements of this Policy.
- G. This Policy supersedes any prior Board policy on the same subject and shall remain in effect until amended or superseded by formal action of a majority of the Board of Commissioners at a duly noticed public meeting.

II. Applicable and Relevant Authorities

- A. The Colorado Public Airport Authority Act imposes two principal obligations on the Authority with respect to purchasing and procurement: (1) C.R.S. Section 41-3-105(5)(d) requires “any expenditures in excess of two hundred fifty thousand dollars must be approved by a majority of the members of the board”; and (2) C.R.S.

Section 41-3-105(5)(h) requires the Board “[t]o prescribe . . . a method for procuring contracts to carry out the Authority’s purposes pursuant to this Article 3, including contracts for the construction of works and structures, equipment, the performance of labor or services, or the furnishing of supplies or materials.”

- B. As a political subdivision of the State of Colorado created pursuant to the Colorado Public Airport Authority Act, the Authority is not subject to the Colorado Procurement Code (C.R.S. Title 24, Arts. 101-112) or the procurement-related ordinances and policies of the City of Grand Junction and Mesa County. Nevertheless, the Authority will look to the Colorado Procurement Code and City and County ordinances and policies to promote consistency and best practice.

III. Ethics and Confidentiality

- A. Authority Commissioners, employees, consultants and contractors involved in the negotiation, performance, or administration of Airport contracts on behalf of the Authority are bound to act in good faith. Any person who purchases goods and services, or is involved in the procurement process for the Authority, shall be held to the highest degree of trust and shall be bound to C.R.S. Section 24-18-104, the ~~Airport’s~~ Authority’s Code of Conduct, the Employee Handbook, or any successor code or policy addressing ethics in purchasing and procurement.
- B. The Authority is subject to the Colorado Open Meetings Law (C.R.S. Section 24-6-401 – 24-6-402) and to the Colorado Open Records Act (C.R.S. Section 24-72-200.1 – 24.72.206). Final decisions on procurements and contracts as delegated to and reserved by the Board of Commissioners shall be acted on in accordance with the Colorado Open Meetings Law and the Authority Bylaws. Purchase orders and contracts subject to Board review and approval as provided herein shall bind the Authority only after formal action by the Board, and the Authority assumes no responsibility or liability for the actions of, or costs incurred by, any entities in advance or anticipation of contract approval.
- C. Bidders and respondents to a procurement action shall be obligated to mark any information shared with the Authority in connection with a procurement action that the entity considers confidential. The Authority assumes no responsibility or

liability for the disclosure of records in accordance with the Colorado Open Records Act.

- D. The ~~Executive Director~~Chief Executive Officer may prescribe standards for conflicts-of-interest that may preclude or disqualify a firm or individual from bidding or entering into a purchase order or contract with the Authority. Without limiting the generality of the foregoing, firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements.
- E. From the formal initiation of a procurement action, typically the issuance of a Request for Qualifications, Request for Proposals, or Invitation for Bid, prospective proposers and bidders shall not contact any Authority Commissioner or employee about the procurement, except the designated contract administrator, ~~Executive Director~~Chief Executive Officer, or ~~Airport Authority~~ Attorney, or otherwise seek to influence the selection or outcome of the procurement action. Unsolicited contacts in violation of this standard may result in disqualification.

IV. Purchasing Approval Requirements and Procedures

The following section defines the general purchasing requirements and approval limits for goods, materials, supplies, and services for operational needs purchased by the Authority.

~~A. Purchases up to \$5,000~~

- ~~1. No written quotes required~~
- ~~2. No pre-approval of purchase required~~
- ~~3. Post-purchase approval of the Executive Director's designee is required~~

~~B.A.~~ Purchases ~~over \$5,000 and~~ up to \$10,000

- ~~1. Written price or rate quotations shall be obtained from three qualified sources, where available~~ No written quotes required.
- ~~2. Pre-a~~Approval of purchase is required by ~~the~~Executive Director Chief Executive Officer or the Chief Executive Officer's designee.

~~C.B.~~ Purchases over \$10,000 and up to \$~~100,000, 50,000~~

1. Written price or rate quotations shall be obtained from three qualified sources, where available.
2. Pre-approval of purchase is required by ~~Executive Director~~the Chief Executive Officer or the Chief Executive Officer's designee.

~~D.C.~~ Purchases over \$~~100,000 50,000 and up to \$100,000~~

1. Competitive procurement shall be required, except as provided herein for Contracts supported with Federal Grant-in-Aid or the purchase of Capital Improvement projects, new vehicles, and new equipment.
2. ~~Executive Director~~Chief Executive Officer is authorized to approve the purchase and execute the purchase order or contract, provided the ~~Executive Director~~Chief Executive Officer or Budget Officer confirms that the maximum contract liability is within the Board--approved budget for the good or service.

~~E.D.~~ Purchases over \$110,000~~100,000~~

~~1. Competitive procurement is required, except as provided herein.~~

~~2.1.~~ All purchases and contracts must be approved, prior to purchase or contract execution, by a majority of the Board of Commissioners.

~~3.2.~~ Once the purchase or contract has been approved in a public meeting by the Board of Commissioners, the Board Chair, ~~Executive Director~~Chief Executive Officer, or the ~~Executive Director~~Chief Executive Officer's designee in the ~~Executive Director~~Chief Executive Officer's absence, as the Board may direct, shall be authorized to sign and execute the purchase order or contract on behalf of the Authority.

V. Contracts Supported with Federal Grant-in-Aid

- A. C.R.S. Section 41-3-105(5)(h) provides, "For any contract involving federal funds, the board shall comply with all applicable federal statutes, regulations, guidelines, and policies." Federal requirements for procurement and contracting shall control in the event of a conflict with this Policy. This Policy shall be followed where possible, including the standards for ethics and confidentiality.
- B. The Authority shall comply with federal requirements and standards for procurement and contracting regardless of whether portions of a purchase order or contract are funded with Airport revenues or other non-grant-in-aid funding.
- C. In general, contracts supported with federal grant-in-aid shall be procured through a competitive process. Non-competitive procurement may be permissible in accordance with this Policy and federal regulation, including without limitation 2 C.F.R. Section 200.320(c) (Noncompetitive procurement).

~~D.~~ 49 U.S.C. Section 47107(a)(17) provides, "each contract and subcontract for

program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, and related services will be awarded in the same way that a

contract for architectural and engineering services is negotiated under chapter 11 of title 40 [Title IX of the Federal Property and Administrative Services Act of 1949] or an equivalent qualifications-based requirement prescribed for or by the sponsor.”

~~E.~~ Airport Authority Staff shall adhere, without limitation, to the requirements for procurement, contracting, accounting and auditing set forth in the following federal regulations, policies and guidance documents: 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), 49

D. C.F.R. Part 26 (*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*), FAA Order 5100.38D (*Airport Improvement Program Handbook*), FAA Advisory Circular 150/5100-14E (*Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*), and FAA Advisory Circular 150/5370-10H (*Standard Specifications for Construction of Airports*), as each of the same may be amended or superseded from time to time.

~~F.~~ E. Competitive solicitations for contracts supported with federal grant-in-aid shall not include a geographic preference, except as may be permitted by federal law or regulation.

~~G.~~ F. Airport Authority Staff shall ensure that contracts supported with federal grant-in-aid include the provisions set forth in the then-current version of FAA’s *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects*.

~~H.~~ G. The Authority shall disqualify any vendor or bidder that has been suspended, debarred or otherwise declared ineligible to receive federal grant-in-aid. Airport Authority Staff shall be responsible for implementation of this requirement, using databases maintained by the U.S. General Services Administration (and available through sam.gov).

VI. Requests for Qualifications (RFQs) and Requests for Proposals (RFPs)

A. The Authority typically will use a competitive process to procure goods and services valued greater than \$~~100,000~~50,000 that considers factors in addition to price, including experience and expertise and a specific plan or proposal that best

meets the needs, requirements and specifications of the Authority. This type of

procurement will be used unless the Authority is required to award a contract to the lowest responsive and responsible bidder pursuant to federal or state law.

- B. The Authority shall use an RFQ where the selection will be made on the basis of qualifications alone (not including price) and shall use an RFP where the selection will be made on the basis of one or more factors including price.
- C. The Authority may use an RFQ for the purpose of short-listing one or more qualified firms that will be invited to respond to a subsequent RFP.
- D. Each RFQ or RFP must, at a minimum, define the scope of services requested and identify the evaluation criteria, and any weighting of each criterion, to include such factors as experience, resource availability, financial capacity, and demonstrated understanding of proposed project and scope of services.
- E. In limited instances, the ~~Executive Director~~Chief Executive Officer may issue a request for information, request for expressions of interest or similar ~~document~~documents to collect information and assess market interest in a potential project. In such instances, the ~~Executive Director~~Chief Executive Officer may issue an RFQ or RFP upon determining that sufficient interest exists and that proceeding with a competitive solicitation is in the best interest of the Airport and the Authority.

VII. Capital Improvement Projects, New Vehicles and New Equipment

- A. C.R.S. Section 41-3-105(5)(h) provides, “For all capital improvement projects and the purchase of new vehicles and new equipment, the board shall: (I) solicit the contract by an invitation for bids. An invitation for bids may include criteria for the board to determine acceptability of a bid, including inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Any criteria that the board considers in evaluating the bid must be objectively measurable; (II) include within an invitation for bids a purchase description and all contractual terms and conditions applicable to the procurement; (III) provide adequate public notice of the invitation for bids within a reasonable time prior to the time the board sets for the opening of bids; (IV) record the amount of each bid and the name of each bidder, which the board shall keep open for public inspection; (V) allow the withdrawal of an inadvertently erroneous bid is awarded if the bidder submits documentary evidence that clearly and convincingly demonstrates an error was

made; (VI) award the contract with reasonable promptness to the low responsible bidder whose bid meets the criteria set forth in the invitation for bids; except that the board shall resolve any tie in accordance with Section 24-103-902; and (VII) maintain for public inspection all bids and bid documents in accordance with Sections 24-72-203 and 24-72-204.”

- B. Capital improvement projects subject to this method of procurement shall include the construction, expansion, rehabilitation or repair of vertical structures owned and operated by the Authority along with earthwork, grading, paving, placement and rehabilitation of pavements owned and maintained by the Authority. Capital improvement projects, new vehicles, and new equipment valued less than \$50,000 shall not require an invitation for bid. Maintenance and repair shall not be considered a capital improvement.
- C. Invitations for bid shall not be required for the purchase of used vehicles or used equipment. The purchase of used vehicles and used equipment shall be subject to the approval limits and procurement methods set forth in Section IV. Typically, used vehicles and used equipment will be purchased on a sole source basis, in conformance with Section IX, through an auction, on a secondary market, or directly from another airport or government agency.
- D. In the case of vehicles and equipment, the invitation for bids may include a brand requirement or preference, provided the vehicle or equipment is available from more than one supplier, dealer or broker.
- E. Bidders will be afforded no less than fourteen (14) calendar days to respond to an invitation for bids, except in the event of a significant time constraint necessitating a shorter time period prior to bid opening.
- F. In the event only one bid is received in response to an invitation for bids and the bid exceeds the Authority’s cost estimate for the capital improvement, vehicle or equipment, the ~~Executive Director~~Chief Executive Officer may withdraw the solicitation or negotiate with the single bidder for a purchase order or contract at the most advantageous price.
- ~~G.~~—In lieu of an invitation for bids, the ~~Executive Director~~Chief Executive Officer may authorize purchase of a new vehicle or new equipment through a government cooperative purchasing program in which the pre-qualified vendor(s) were

| selected through a competitive process that meets the requirements of this section.

G.

H. Limited instances may exist in which only one vehicle or piece of equipment is available that will meet the prescribed specification or performance standard required by the Authority. Sole source selection may be used as provided herein.

VIII. Informal Bids and Quotes (~~\$5,000-10,000~~ - ~~\$100,000-50,000~~)

- A. This Policy does not dictate any specific means of securing bids or quotes for purchase orders and contracts valued between ~~\$5,000—10,000~~ and ~~\$50,000-100,000~~. ~~Airport-Authority~~ Staff shall seek to identify and contact no less than three (3) firms or individuals likely to be capable to supply the required good or service and to solicit bids or quotes from each such firm or individual determined capable. ~~Contacts-Bids or quotes~~ typically should be in writing but may be verbal if circumstances warrant.
- B. ~~Airport-Authority~~ Staff typically shall select the firm or individual offering to provide the good or service at the lowest price; however, ~~Airport-Authority~~ Staff may take other factors into consideration and make a selection considered to be in the best interest of the Airport and Authority.

IX. Sole Source Selection

- A. This method of procurement principally shall apply with respect to the purchase of goods (equipment, supplies, software, and materials) and associated labor for installation, operation, maintenance and repair. This method also may be used to procure utility and like services. In limited instances, sole source selection may be warranted for professional services. Sole source selection will not be used for capital improvement projects and other projects requiring skilled or non-skilled labor that is available from multiple firms or individuals.
- B. Goods may be selected without a competitive solicitation only if it can be established that the chosen item has certain specifications that all other goods lack and that those specifications are required to meet a stated need. Professional consulting services may be selected without competitive bidding only if it can be established that the consultant can provide professional services that cannot be provided at the same level by another consultant.
- C. Professional preference is not, standing alone, a basis for sole source selection.
- D. Goods and services valued at less than ~~\$10,000-5,000~~ may be sole source selected

without need for justification as provided in this section.

- E. The sole source justification may be used to repurchase or replace goods and/or to renew services in connection with previously-acquired goods and services; provided that Authority Staff shall evaluate in each instance whether other goods and services have become available that meet the Authority's specifications and the cost to convert to another good. For illustration and without limitation, the Authority shall consider whether there are alternatives to subscription renewals for proprietary software and the associated cost of using new software.
- F. ~~Airport Authority~~ Staff may authorize the repeat purchase of aviation and ground vehicle fuels by a known fuel vendor without competition.
- G. A sole source justification must be in writing and submitted to the ~~Executive Director~~Chief Executive Officer or their designee for review and approval. The sole source justification must be supported with evidence that all other potentially competitive items have been investigated with due diligence.

X. Emergencies

- A. When an emergency condition prevents the use of a competitive procurement method, the Authority may contract for goods or services on a sole source or limited competition basis as dictated by the circumstances surrounding the emergency.
- B. An emergency condition justifies the use of an emergency procurement when that condition threatens one or more of the following:
 - 1. The functioning of the Airport;
 - 2. The preservation or protection of property; and/or
 - 3. The health or safety of any person(s) or animal(s).
- C. Emergencies do not include:
 - 1. Procurements that need to be rushed because of an avoidable failure to plan ahead;
 - 2. End of the fiscal year procurements; or
 - 3. End of a grant/contract procurement.
- D. In the event of an emergency, the ~~Executive Director~~Chief Executive Officer, upon notice to the Board Chair or Vice-Chair, is authorized to select a vendor or contractor and execute a purchase order or contract valued at less than ~~\$100,000~~\$110,000. If the value of the purchase order or contract exceeds ~~\$110,000~~\$100,000, the Executive Director shall select ~~the a~~ vendor

or contractor, negotiate the purchase order or contract, valued in excess of \$110,000 and present the item to the Board at a regular, special or emergency meeting.

- E. Emergency procurements shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the emergency condition and shall not be used to meet long-term requirements.

XI. Contract Amendments and Change Orders

- A. Price is a material term of any purchase order or contract. Accordingly, amendments or change orders to purchase orders and contracts approved by the Board that increase the value above the maximum contract liability shall require Board approval, unless otherwise specified in the purchase order or contract. If no maximum contract liability is specified, amendments that increase the Authority's financial obligation by more than fifteen percent (15%) of the amount billed against the purchase order or contract shall require Board approval.
- B. The ~~Executive Director~~Chief Executive Officer shall be authorized to approve amendments and change orders using "owner contingency" as specified in a purchase order or contract.
~~owners using "owner contingency" as specified in a purchase order or contract.~~
- C. For purchase orders and contracts initially valued at less than \$1190,000, Board approval shall be required for any amendment or change order that would increase the maximum contract liability above \$1190,000.

XII. Protests

Any actual or prospective bidder, contractor, or vendor who is aggrieved in connection with the solicitation or award of a purchase order or contract may protest as set forth in this section.

- A. The protest shall be submitted in writing to the ~~Executive Director~~Chief Executive Officer within seven
(7) working days after the aggrieved party knows or should have known of the facts giving rise thereto.
- B. The protest shall include a concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation, a

statement of specific ruling or relief requested, and signature of the protestor or an authorized agent of the protestor.

- C. The ~~Executive Director~~Chief Executive Officer shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor, or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within twenty-five (25) working days after the protest is filed. This authority shall be exercised in accordance with this Policy.
- D. If a protestor formally disputes the procurement because the bid solicitation is allegedly defective, it is the responsibility of the protestor to notify the ~~Executive Director~~Chief Executive Officer in writing prior to the bid opening to allow the correction of the deficiency by amending the solicitation.
1. If a protestor disputes a defective solicitation after bid opening the ~~Executive Director~~Chief Executive Officer may dismiss the protest without action.
 2. No formal protest may challenge the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria or the formula specified for assigning points in any competitive selection process.
- E. A protestor may appeal the decision of the ~~Executive Director~~Chief Executive Officer to the Board Chair, who may refer the matter to the Board as a whole or render a decision, provided the Authority's final decision shall be issued no more than sixty (60) days from receipt of the appeal.
- F. During any protest, the protestor shall not contact any Authority Commissioner or Authority employee about the protest, other than the contract administrator identified in the solicitation, the ~~Executive Director~~Chief Executive Officer, and the Authority's General Counsel. Such *ex parte* communication may result in an automatic disqualification from selection for the pending solicitation.
- G. Protestors shall exhaust the administrative remedy provided herein before filing suit in state or federal court.

XIII. General Procurement Approval Limits Chart

Procurement Threshold	Written Quotes	Pre-Approval Required	Required Approvals			
			Executive Director Chief Executive Officer or their Designee	Executive Director Chief Executive Officer	GJRAA Board	RFP/RFQ Required
Goods, Materials, Supplies and General Services						
\$0—\$5,000	None	No	X			
\$5,000.01 0.00 - \$10,000.00	No 3	No Yes	X			
\$10,000.01 - \$50,000 100,000.00	Yes 3	Yes	X	X		
\$ 100,000.01 50,000.01 - \$110,000.00 100,000	Yes	Yes		X		X Yes
Over \$10 0 10,000.00	Yes	Yes		X	X	X Yes

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
PURCHASING AND PROCUREMENT POLICY

Effective Date: June 17, 2025

I. Purpose and Application

- A. It is the policy of the Grand Junction Regional Airport Authority (the “Authority”) that goods and services be purchased in such manner as to obtain the highest quality at the lowest price. Goods and services will be procured in compliance with federal and state requirements and in conformance with the highest ethical standards.
- B. The purposes of this policy are to: (i) prescribe standards and requirements for the selection of vendors and contractors; and (ii) delegate specific authorities and responsibilities in connection with purchasing and procurement to the Chief Executive Officer and Authority Staff.
- C. This policy applies to the purchase of goods and services, regardless of funding source, meeting the approval limits set forth in Section IV. This policy does not apply to the purchase of goods and services by Airport tenants and users.
- D. All goods and services will be purchased in conformance with the budget approved by the Board of Commissioners.
- E. This Policy is intended to complement and shall be interpreted consistently with the Authority Bylaws, Code of Conduct, Delegation of Authority and similar and related Board policies.
- F. The Chief Executive Officer is authorized to issue directives for the purpose of implementing this Policy and to oversee procurement and contracting consistent with the requirements of this Policy.
- G. This Policy supersedes any prior Board policy on the same subject and shall remain in effect until amended or superseded by formal action of a majority of the Board of Commissioners at a duly noticed public meeting.

II. Applicable and Relevant Authorities

- A. The Colorado Public Airport Authority Act imposes two principal obligations on the Authority with respect to purchasing and procurement: (1) C.R.S. Section 41-3-105(5)(d) requires “any expenditures in excess of two hundred fifty thousand dollars must be approved by a majority of the members of the board”; and (2) C.R.S.

Section 41-3-105(5)(h) requires the Board “[t]o prescribe . . . a method for procuring contracts to carry out the Authority’s purposes pursuant to this Article 3, including contracts for the construction of works and structures, equipment, the performance of labor or services, or the furnishing of supplies or materials.”

- B. As a political subdivision of the State of Colorado created pursuant to the Colorado Public Airport Authority Act, the Authority is not subject to the Colorado Procurement Code (C.R.S. Title 24, Arts. 101-112) or the procurement-related ordinances and policies of the City of Grand Junction and Mesa County. Nevertheless, the Authority will look to the Colorado Procurement Code and City and County ordinances and policies to promote consistency and best practice.

III. Ethics and Confidentiality

- A. Authority Commissioners, employees, consultants and contractors involved in the negotiation, performance, or administration of Airport contracts on behalf of the Authority are bound to act in good faith. Any person who purchases goods and services, or is involved in the procurement process for the Authority, shall be held to the highest degree of trust and shall be bound to C.R.S. Section 24-18-104, the Authority’s Code of Conduct, the Employee Handbook, or any successor code or policy addressing ethics in purchasing and procurement.
- B. The Authority is subject to the Colorado Open Meetings Law (C.R.S. Section 24-6-401 – 24-6-402) and to the Colorado Open Records Act (C.R.S. Section 24-72-200.1 – 24.72.206). Final decisions on procurements and contracts as delegated to and reserved by the Board of Commissioners shall be acted on in accordance with the Colorado Open Meetings Law and the Authority Bylaws. Purchase orders and contracts subject to Board review and approval as provided herein shall bind the Authority only after formal action by the Board, and the Authority assumes no responsibility or liability for the actions of, or costs incurred by, any entities in advance or anticipation of contract approval.
- C. Bidders and respondents to a procurement action shall be obligated to mark any information shared with the Authority in connection with a procurement action that the entity considers confidential. The Authority assumes no responsibility or

liability for the disclosure of records in accordance with the Colorado Open Records Act.

- D. The Chief Executive Officer may prescribe standards for conflicts-of-interest that may preclude or disqualify a firm or individual from bidding or entering into a purchase order or contract with the Authority. Without limiting the generality of the foregoing, firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements.
- E. From the formal initiation of a procurement action, typically the issuance of a Request for Qualifications, Request for Proposals, or Invitation for Bid, prospective proposers and bidders shall not contact any Authority Commissioner or employee about the procurement, except the designated contract administrator, Chief Executive Officer, or Authority Attorney, or otherwise seek to influence the selection or outcome of the procurement action. Unsolicited contacts in violation of this standard may result in disqualification.

IV. Purchasing Approval Requirements and Procedures

The following section defines the general purchasing requirements and approval limits for goods, materials, supplies, and services for operational needs purchased by the Authority.

- A. Purchases up to \$10,000
 - 1. No written quotes required.
 - 2. Approval of purchase is required by the Chief Executive Officer or the Chief Executive Officer's designee.
- B. Purchases over \$10,000 and up to \$100,000,
 - 1. Written price or rate quotations shall be obtained from three qualified sources, where available.
 - 2. Pre-approval of purchase is required by the Chief Executive Officer or the Chief Executive Officer's designee.
- C. Purchases over \$100,000

1. Competitive procurement shall be required, except as provided herein for Contracts supported with Federal Grant-in-Aid or the purchase of Capital Improvement projects, new vehicles, and new equipment.
2. Chief Executive Officer is authorized to approve the purchase and execute the purchase order or contract, provided the Chief Executive Officer or Budget Officer confirms that the maximum contract liability is within the Board-approved budget for the good or service.

D. Purchases over \$110,000

1. All purchases and contracts must be approved, prior to purchase or contract execution, by a majority of the Board of Commissioners.
2. Once the purchase or contract has been approved in a public meeting by the Board of Commissioners, the Board Chair, Chief Executive Officer, or the Chief Executive Officer's designee in the Chief Executive Officer's absence, as the Board may direct, shall be authorized to sign and execute the purchase order or contract on behalf of the Authority.

V. Contracts Supported with Federal Grant-in-Aid

- A. C.R.S. Section 41-3-105(5)(h) provides, "For any contract involving federal funds, the board shall comply with all applicable federal statutes, regulations, guidelines, and policies." Federal requirements for procurement and contracting shall control in the event of a conflict with this Policy. This Policy shall be followed where possible, including the standards for ethics and confidentiality.
- B. The Authority shall comply with federal requirements and standards for procurement and contracting regardless of whether portions of a purchase order or contract are funded with Airport revenues or other non-grant-in-aid funding.
- C. In general, contracts supported with federal grant-in-aid shall be procured through a competitive process. Non-competitive procurement may be permissible in accordance with this Policy and federal regulation, including without limitation 2 C.F.R. Section 200.320(c) (Noncompetitive procurement). 49 U.S.C. Section 47107(a)(17) provides, "each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural

and engineering services is negotiated under chapter 11 of title 40 [Title IX of the Federal Property and Administrative Services Act of 1949] or an equivalent qualifications-based requirement prescribed for or by the sponsor.”

- D. Authority Staff shall adhere, without limitation, to the requirements for procurement, contracting, accounting and auditing set forth in the following federal regulations, policies and guidance documents: 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), 49 C.F.R. Part 26 (*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*), FAA Order 5100.38D (*Airport Improvement Program Handbook*), FAA Advisory Circular 150/5100-14E (*Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*), and FAA Advisory Circular 150/5370-10H (*Standard Specifications for Construction of Airports*), as each of the same may be amended or superseded from time to time.
- E. Competitive solicitations for contracts supported with federal grant-in-aid shall not include a geographic preference, except as may be permitted by federal law or regulation.
- F. Authority Staff shall ensure that contracts supported with federal grant-in-aid include the provisions set forth in the then-current version of FAA’s *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects*.
- G. The Authority shall disqualify any vendor or bidder that has been suspended, debarred or otherwise declared ineligible to receive federal grant-in-aid. Authority Staff shall be responsible for implementation of this requirement, using databases maintained by the U.S. General Services Administration (and available through sam.gov).

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lowest responsive and responsible bidder pursuant to federal or state law.

- B. The Authority shall use an RFQ where the selection will be made on the basis of qualifications alone (not including price) and shall use an RFP where the selection will be made on the basis of one or more factors including price.
- C. The Authority may use an RFQ for the purpose of short-listing one or more qualified firms that will be invited to respond to a subsequent RFP.
- D. Each RFQ or RFP must, at a minimum, define the scope of services requested and identify the evaluation criteria, and any weighting of each criterion, to include such factors as experience, resource availability, financial capacity, and demonstrated understanding of proposed project and scope of services.
- E. In limited instances, the Chief Executive Officer may issue a request for information, request for expressions of interest or similar documents to collect information and assess market interest in a potential project. In such instances, the Chief Executive Officer may issue an RFQ or RFP upon determining that sufficient interest exists and that proceeding with a competitive solicitation is in the best interest of the Airport and the Authority.

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made; (VI) award the contract with reasonable promptness to the low responsible bidder whose bid meets the criteria set forth in the invitation for bids; except that the board shall resolve any tie in accordance with Section 24-103-902; and (VII) maintain for public inspection all bids and bid documents in accordance with Sections 24-72-203 and 24-72-204.”

- B. Capital improvement projects subject to this method of procurement shall include the construction, expansion, rehabilitation or repair of vertical structures owned and operated by the Authority along with earthwork, grading, paving, placement and rehabilitation of pavements owned and maintained by the Authority. Capital improvement projects, new vehicles, and new equipment valued less than \$50,000 shall not require an invitation for bid. Maintenance and repair shall not be considered a capital improvement.
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- F. In the event only one bid is received in response to an invitation for bids and the bid exceeds the Authority’s cost estimate for the capital improvement, vehicle or equipment, the Chief Executive Officer may withdraw the solicitation or negotiate with the single bidder for a purchase order or contract at the most advantageous price.
- G. In lieu of an invitation for bids, the Chief Executive Officer may authorize purchase of a new vehicle or new equipment through a government cooperative purchasing program in which the pre-qualified vendor(s) were selected through a

competitive process that meets the requirements of this section.

- H. Limited instances may exist in which only one vehicle or piece of equipment is available that will meet the prescribed specification or performance standard required by the Authority. Sole source selection may be used as provided herein.

VIII. Informal Bids and Quotes (\$10,000 - \$100,000)

- A. This Policy does not dictate any specific means of securing bids or quotes for purchase orders and contracts valued between \$10,000 and \$100,000. Authority Staff shall seek to identify and contact no less than three (3) firms or individuals likely to be capable to supply the required good or service and to solicit bids or quotes from each such firm or individual determined capable. Bids or quotes typically should be in writing but may be verbal if circumstances warrant.
- B. Authority Staff typically shall select the firm or individual offering to provide the good or service at the lowest price; however, Authority Staff may take other factors into consideration and make a selection considered to be in the best interest of the Airport and Authority.

IX. Sole Source Selection

- A. This method of procurement principally shall apply with respect to the purchase of goods (equipment, supplies, software, and materials) and associated labor for installation, operation, maintenance and repair. This method also may be used to procure utility and like services. In limited instances, sole source selection may be warranted for professional services. Sole source selection will not be used for capital improvement projects and other projects requiring skilled or non-skilled labor that is available from multiple firms or individuals.
- B. Goods may be selected without a competitive solicitation only if it can be established that the chosen item has certain specifications that all other goods lack and that those specifications are required to meet a stated need. Professional consulting services may be selected without competitive bidding only if it can be established that the consultant can provide professional services that cannot be provided at the same level by another consultant.
- C. Professional preference is not, standing alone, a basis for sole source selection.
- D. Goods and services valued at less than \$10,000 may be sole source selected without need for justification as provided in this section.

- E. The sole source justification may be used to repurchase or replace goods and/or to renew services in connection with previously-acquired goods and services; provided that Authority Staff shall evaluate in each instance whether other goods and services have become available that meet the Authority's specifications and the cost to convert to another good. For illustration and without limitation, the Authority shall consider whether there are alternatives to subscription renewals for proprietary software and the associated cost of using new software.
- F. Authority Staff may authorize the repeat purchase of aviation and ground vehicle fuels by a known fuel vendor without competition.
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- B. An emergency condition justifies the use of an emergency procurement when that condition threatens one or more of the following:
 - 1. The functioning of the Airport;
 - 2. The preservation or protection of property; and/or
 - 3. The health or safety of any person(s) or animal(s).
- C. Emergencies do not include:
 - 1. Procurements that need to be rushed because of an avoidable failure to plan ahead;
 - 2. End of the fiscal year procurements; or
 - 3. End of a grant/contract procurement.
- D. In the event of an emergency, the Chief Executive Officer, upon notice to the Board Chair or Vice-Chair, is authorized to select a vendor or contractor and execute a purchase order or contract valued at less than \$110,000. If the value of the purchase order or contract exceeds \$110,000, the Executive Director shall select a vendor

or contractor, negotiate the purchase order or contract, valued in excess of \$110,000 and present the item to the Board at a regular, special or emergency meeting.

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- B. The Chief Executive Officer shall be authorized to approve amendments and change orders using "owner contingency" as specified in a purchase order or contract.
- C. For purchase orders and contracts initially valued at less than \$110,000, Board approval shall be required for any amendment or change order that would increase the maximum contract liability above \$110,000.

XII. Protests

Any actual or prospective bidder, contractor, or vendor who is aggrieved in connection with the solicitation or award of a purchase order or contract may protest as set forth in this section.

- A. The protest shall be submitted in writing to the Chief Executive Officer within seven
(7) working days after the aggrieved party knows or should have known of the facts giving rise thereto.
- B. The protest shall include a concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation, a statement of specific ruling or relief requested, and signature of the protestor or an

authorized agent of the protestor.

- C. The Chief Executive Officer shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor, or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within twenty-five (25) working days after the protest is filed. This authority shall be exercised in accordance with this Policy.
- D. If a protestor formally disputes the procurement because the bid solicitation is allegedly defective, it is the responsibility of the protestor to notify the Chief Executive Officer in writing prior to the bid opening to allow the correction of the deficiency by amending the solicitation.
 - 1. If a protestor disputes a defective solicitation after bid opening the Chief Executive Officer may dismiss the protest without action.
 - 2. No formal protest may challenge the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria or the formula specified for assigning points in any competitive selection process.
- E. A protestor may appeal the decision of the Chief Executive Officer to the Board Chair, who may refer the matter to the Board as a whole or render a decision, provided the Authority's final decision shall be issued no more than sixty (60) days from receipt of the appeal.
- F. During any protest, the protestor shall not contact any Authority Commissioner or Authority employee about the protest, other than the contract administrator identified in the solicitation, the Chief Executive Officer, and the Authority's General Counsel. Such *ex parte* communication may result in an automatic disqualification from selection for the pending solicitation.
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XIII. General Procurement Approval Limits Chart

Procurement Threshold	Written Quotes	Pre-Approval Required	Required Approvals			
			Chief Executive Officer or their Designee	Chief Executive Officer	GJRAA Board	RFP/RFQ Required
Goods, Materials, Supplies and General Services						
\$0.00 - \$10,000.00	No	Yes	X			
\$10,000.01 - \$100,000.00	Yes	Yes	X			
\$100,000.01- \$110,000.00	Yes	Yes		X		X
Over \$110,000.00	Yes	Yes		X	X	X



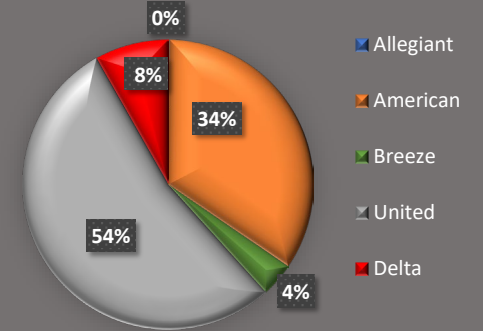
GRAND JUNCTION REGIONAL AIRPORT

April 2025
DATA & STATISTICS

Total Passenger Enplanements



2025 YTD Market Share



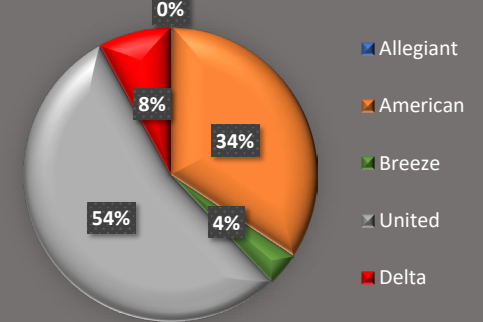
2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	Annual
JAN	200	8,128	616	11,111	1,721		21,776	↑ 17.1%
FEB	0	6,878	641	11,113	1,712		20,344	↑ 8.9%
MAR	0	7,486	799	12,752	1,893	1,094	24,024	↑ 8.7%
APR	0	8,603	1,370	13,576	2,052	1,780	27,381	↑ 19.3%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	200	31,095	3,426	48,552	7,378	2,874	93,525	
Market Share	0.21%	33.25%	3.66%	51.91%	7.89%	3.07%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	
JAN	987	7,201		10,410		0	18,598	
FEB	824	7,532	846	9,409		69	18,680	
MAR	961	8,521	1,512	10,988		111	22,093	
APR	798	8,226	1,089	12,830		0	22,943	
MAY	1,078	10,441	1,258	12,917		0	25,694	
JUN	1,696	11,035	1,691	11,224		6	25,652	
JUL	1,771	10,359	2,195	10,966		80	25,371	
AUG	1,060	8,873	1,519	10,973		243	22,668	
SEP	1,041	10,959	988	11,427		0	24,415	
OCT	980	12,168	1,034	12,845		0	27,027	
NOV	1,024	9,797	922	11,759		0	23,502	
DEC	1,043	8,495	632	11,891	1,390	0	23,451	
TOTAL	13,263	113,607	13,686	137,639	1,390	509	280,094	
Market Share	4.74%	40.56%	4.89%	49.14%	0.50%	0.18%	100.00%	

Total Passenger Deplanements



2025 YTD Market Share



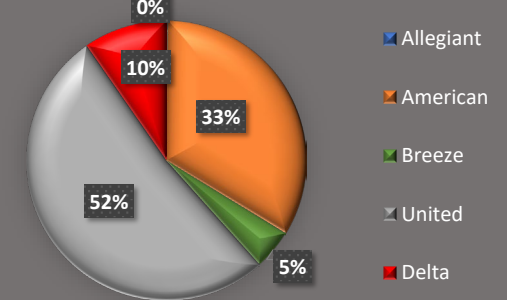
2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	Annual
JAN	197	7,766	575	11,068	1,589	1,165	22,360	↓ -6.4%
FEB	0	6,781	658	11,041	1,535	1,659	21,528	↑ 4.8%
MAR	0	7,614	860	13,154	2,040	1,947	25,615	↑ 8.3%
APR	0	8,539	1,259	13,470	2,035	462	25,765	↑ 14.0%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	197	30,700	3,352	48,733	7,199	5,087	95,268	
Market Share	0.21%	32.22%	3.52%	51.15%	7.56%	5.34%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	1,001	8,363		11,430	3,107	23,901
FEB	814	7,306	738	10,055	1,633	20,546
MAR	925	7,298	1,445	12,488	1,503	23,659
APR	860	7,937	1,067	12,536	209	22,609
MAY	966	10,472	1,122	12,802	0	25,362
JUN	1,787	9,305	1,823	11,239	898	25,052
JUL	1,835	10,040	2,176	11,147	267	25,465
AUG	979	9,041	1,554	10,928	1,212	23,714
SEP	1,071	10,875	989	11,665	57	24,657
OCT	939	11,755	975	12,602	62	26,333
NOV	948	9,179	922	11,564	273	22,886
DEC	989	9,671	665	13,001	1,290	27,046
TOTAL	13,114	111,242	13,476	141,457	10,651	291,230
Market Share	4.50%	38.20%	4.63%	48.57%	3.66%	100.00%

Scheduled Capacity



2025 YTD Market Share

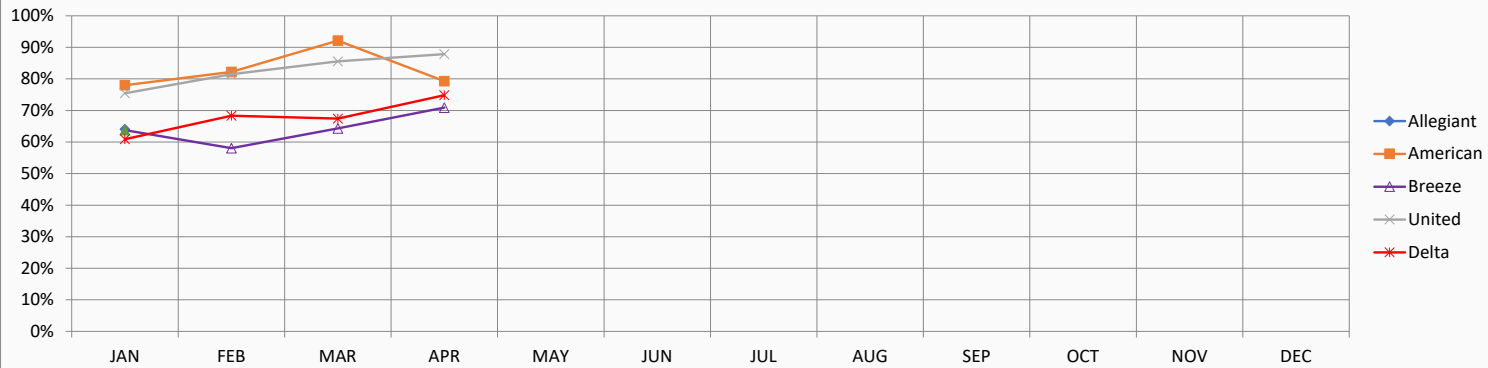


2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Total	Annual
JAN	312	10,421	966	14,728	2,826	29,253	↑ 21.6%
FEB	0	8,366	1,104	13,642	2,504	25,616	↓ -12.3%
MAR	0	8,125	1,242	14,901	2,807	27,075	↓ -4.8%
APR	0	10,845	1,932	15,453	2,742	30,972	↑ 9.3%
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
TOTAL	312	37,757	5,244	58,724	10,879	112,916	
Market Share	0.28%	33.44%	4.64%	52.01%	9.63%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Total
JAN	1,404	9,254		13,399		24,057
FEB	1,248	11,508	1,540	14,912		29,208
MAR	1,404	10,871	2,080	14,078		28,433
APR	1,404	9,766	2,080	15,077		28,327
MAY	1,590	12,342	2,720	14,892		31,544
JUN	2,910	11,779	2,860	13,898		31,447
JUL	2,865	12,598	2,904	13,118		31,485
AUG	1,776	12,246	2,470	13,544		30,036
SEP	1,404	13,853	1,370	13,314		29,941
OCT	1,248	14,588	1,242	15,341		32,419
NOV	1,404	11,583	1,242	14,344		28,573
DEC	1,404	10,748	966	15,077	2,520	30,715
TOTAL	20,061	141,136	21,474	170,994	2,520	356,185
Market Share	5.63%	39.62%	6.03%	48.01%	0.71%	100.00%

Load Factor

*Includes Scheduled Flights ONLY



2025 Allegiant (LAX, AZA, LAS) American (DFW, PHX) Breeze (SNA, SFO, LAS) United (DEN) Delta (SLC) Total Annual

Column I

JAN	64%	78%	64%	75%	61%	74%	↓	-3%
FEB		82%	58%	81%	68%	79%	↑	16%
MAR		92%	64%	86%	67%	85%	↑	7%
APR		79%	71%	88%	75%	83%	↑	2%
MAY								
JUN								
JUL								
AUG								
SEP								
OCT								
NOV								
DEC								
TOTAL	64%	82%	65%	83%	68%	83%		

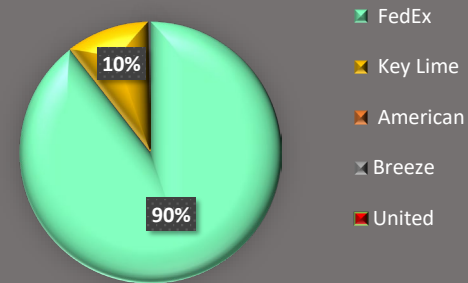
2024 Allegiant (LAX, AZA, LAS) American (DFW, PHX) Breeze (SNA, SFO) United (DEN) Delta (SLC) Total

JAN	70%	78%		78%	0%	77%
FEB	66%	65%	55%	63%	0%	64%
MAR	68%	78%	73%	78%	0%	77%
APR	57%	84%	52%	85%	0%	81%
MAY	68%	85%	46%	87%	0%	81%
JUN	58%	94%	59%	81%	0%	82%
JUL	62%	82%	76%	84%	0%	80%
AUG	60%	72%	61%	81%	0%	75%
SEP	74%	79%	72%	86%	0%	82%
OCT	79%	83%	83%	84%	0%	83%
NOV	73%	85%	74%	82%	0%	82%
DEC	74%	79%	65%	79%	55%	76%
TOTAL	66%	80%	64%	80%	55%	79%

2025 Enplaned and Deplaned Airfreight - Lbs

2025 YTD		
Enplaned Freight	1,226,851	<div> <div></div> <div>10.19%</div> <div></div> </div> <div> <div></div> <div>-4.80%</div> <div></div> </div>
Deplaned Freight	1,724,318	
2024 YTD		
Enplaned Freight	1,113,375	
Deplaned Freight	1,811,228	

2025 Market Share



Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual
JAN	321,968	13,830			62	335,860	335,860	↑ 21.5%
FEB	267,525	11,963	35		35	279,558	615,418	↑ 18.0%
MAR	320,020	11,907	12			331,939	947,357	↑ 2.2%
APR	264,225	15,159	60		50	279,494	1,226,851	↑ 1.6%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,173,738	52,859	107	-	147	1,226,851	1,226,851	
Market Share	95.67%	4.31%	0.01%	0.00%	0.01%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month
JAN	374,288	62,936	325		2,563	440,112	440,112	↓ -1.8%
FEB	359,263	61,103	687		143	421,196	861,308	↓ -2.1%
MAR	371,029	59,800	2,879		334	434,042	1,295,350	↓ -16.2%
APR	362,879	65,298	372		419	428,968	1,724,318	↑ 3.5%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,467,459	249,137	4,263	-	3,459	1,724,318	1,724,318	
Market Share	85.10%	14.45%	0.25%	0.00%	0.20%	100.00%		

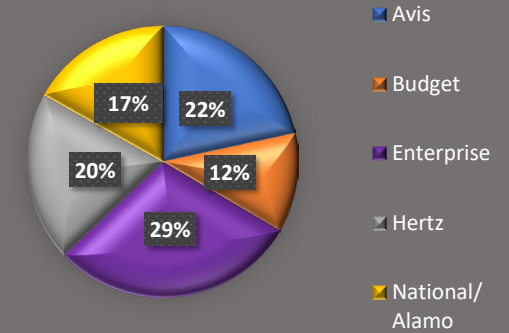
2025 Aircraft Operations

Itinerant						Local			
2025	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	569	538	2,032	89	3,228	2,450	34	2,484	5,712
FEB	499	525	2,019	58	3,101	2,190	36	2,226	5,327
MAR	562	511	2,072	109	3,254	2,076	18	2,094	5,348
APR	584	487	2,228	70	3,369	2,007	46	2,053	5,422
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	2,214	2,061	8,351	326	12,952	8,723	134	8,857	21,809
Historical Data	2020	2021	2022	2023	2024	2025	2024-2025 Inc/Dec		
JAN	3,713	4,904	4,477	4,054	5,138	5,712	↑	11.17%	
FEB	4,378	4,195	4,672	3,457	5,169	5,327	↑	3.06%	
MAR	3,241	4,710	4,636	4,390	5,135	5,348	↑	4.15%	
APR	2,436	4,238	4,357	4,538	4,999	5,422	↑	8.46%	
MAY	3,826	4,514	5,235	4,440	4,989	-			
JUN	4,588	5,000	4,785	4,473	4,814	-			
JUL	4,784	5,014	4,039	5,356	5,703	-			
AUG	5,436	4,858	4,983	5,250	5,430	-			
SEP	4,777	5,355	4,890	6,450	5,699	-			
OCT	5,216	5,095	5,171	5,690	5,484	-			
NOV	4,612	4,841	3,974	5,078	5,290	-			
DEC	4,532	4,269	3,746	6,135	6,082	-			
TOTAL	51,539	56,993	54,965	59,311	63,932	21,809			

2025 Rental Car Revenues



2025 Market Share



2025	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD	
JAN	177,649	75,662	155,893	168,007	185,354	762,565	762,565	↑	6.1%
FEB	157,334	95,025	174,007	158,523	179,506	764,395	1,526,960	↑	6.6%
MAR	241,126	119,346	234,939	217,652	241,822	1,054,885	2,581,844	↑	5.6%
APR	207,418	136,870	502,279	188,756	(See Enterprise)	1,035,323	3,617,168	↑	4.2%
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
TOTAL	783,527	426,903	1,067,119	732,938	606,682	3,617,168	3,617,168		
Market Share	21.66%	11.80%	29.50%	20.26%	16.77%	100.00%			

2024	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202
MAR	246,456	128,358	173,034	253,618	210,412	1,011,878	2,444,080
APR	223,351	113,327	200,361	291,896	197,600	1,026,535	3,470,615
MAY	208,090	140,147	246,349	320,048	234,511	1,149,146	4,619,761
JUN	226,669	130,964	335,824	400,989	210,385	1,304,832	5,924,593
JUL	223,250	125,007	221,392	324,028	263,735	1,157,413	7,082,006
AUG	234,414	158,079	213,082	308,297	247,299	1,161,171	8,243,177
SEP	308,538	180,322	256,930	322,555	249,648	1,317,994	9,561,171
OCT	271,999	167,926	282,095	346,142	290,613	1,358,774	10,919,944
NOV	140,987	63,304	186,786	233,311	213,476	837,864	11,757,808
DEC	147,147	64,917	158,881	180,419	163,762	715,125	12,472,933
TOTAL	2,563,667	1,431,938	2,504,806	3,429,541	2,542,982	12,472,933	
Market Share	20.55%	11.48%	20.08%	27.50%	20.39%	100.00%	

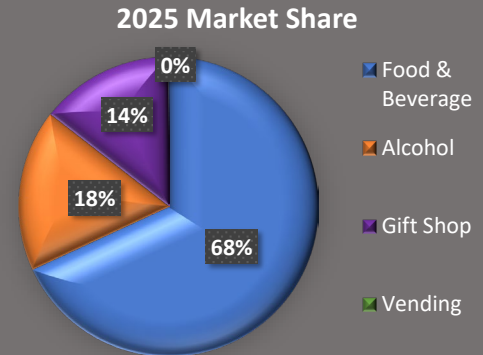
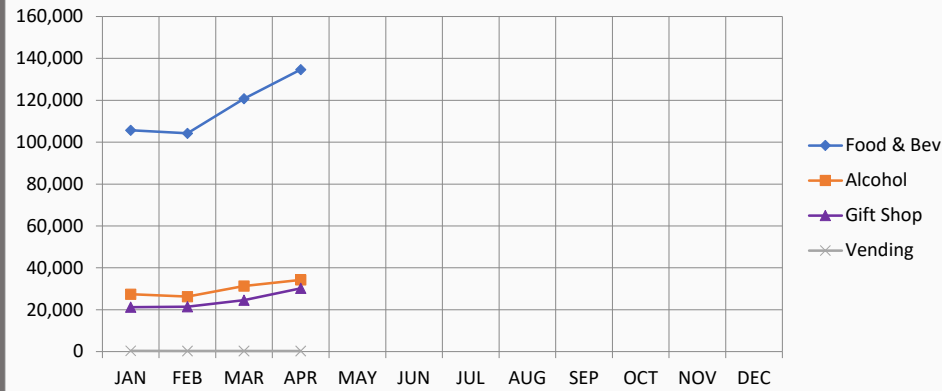
2025 Parking Revenues



2025	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD
JAN	238,310	8,474	238,310	8,474	\$ 28.12	↑ 13.5%
FEB	227,102	7,805	465,412	16,279	\$ 29.10	↑ 10.3%
MAR	249,275	8,700	714,687	24,979	\$ 28.65	↑ 10.3%
APR	242,358	8,819	957,045	33,798	\$ 27.48	↑ 8.8%
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	957,045	33,798	957,045	33,798	\$ 28.32	

2024	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	
JAN	209,954	7,194	209,954	7,194	\$ 29.18	
FEB	211,874	7,431	421,828	14,625	\$ 28.51	
MAR	225,906	8,059	647,734	8,059	\$ 28.03	
APR	231,790	8,054	879,524	16,113	\$ 28.78	
MAY	259,750	9,946	1,139,274	9,946	\$ 26.12	
JUN	206,119	8,831	1,345,393	18,777	\$ 23.34	
JUL	217,102	9,305	1,562,495	9,305	\$ 23.33	
AUG	205,067	8,608	1,767,562	17,913	\$ 23.82	
SEP	216,690	8,703	1,984,252	8,703	\$ 24.90	
OCT	248,135	9,616	2,232,387	18,319	\$ 25.80	
NOV	231,252	8,699	2,463,639	8,699	\$ 26.58	
DEC	258,000	9,753	2,721,639	18,452	\$ 26.45	
TOTAL	2,721,639	104,199	2,721,639	104,199	\$ 26.12	

2025 Terminal Concessions Revenues



2025	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual
JAN	105,681	27,416	21,205	359	\$ 154,661	↑ 16.1%
FEB	104,248	26,277	21,406	321	\$ 152,251	↑ 6.2%
MAR	120,796	31,321	24,545	308	\$ 176,969	↑ 9.0%
APR	134,680	34,240	30,208	281	\$ 199,409	↑ 25.1%
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	465,405	119,254	97,364	1,267	683,289	-68%

2024	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	88,158	24,078	20,698	249	\$ 133,183
FEB	94,391	28,025	20,670	252	\$ 143,338
MAR	105,724	30,437	25,985	260	\$ 162,406
APR	103,541	33,106	22,497	260	\$ 159,404
MAY	126,545	41,379	33,897	262	\$ 202,084
JUN	126,205	37,653	33,305	255	\$ 197,418
JUL	123,463	33,517	38,370	255	\$ 195,605
AUG	123,235	34,608	32,184	255	\$ 190,282
SEP	114,433	34,664	36,532	263	\$ 185,892
OCT	123,738	40,016	32,498	280	\$ 196,532
NOV	110,042	35,088	27,079	302	\$ 172,512
DEC	114,087	30,354	27,758	301	\$ 172,499
TOTAL	1,353,563	402,926	351,472	3,193	2,111,154
Market Share	64%	19%	17%	0%	100%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

04/30/2025

		Month			Budget Variance		Prior Year Variance	
		04/30/2025	04/30/2025	04/30/2024				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 75,000	\$ 79,038	\$ 64,331	\$ 4,038	5.4%	\$ 14,707	22.9%
2	Terminal rent	139,601	141,252	129,376	1,651	1.2%	11,876	9.2%
3	Other (boarding bridge)	3,350	2,850	2,844	(500)	-14.9%	6	0.2%
	Total Passenger airline revenue	217,951	223,140	196,551	5,189	2.4%	26,589	13.5%
Non-passenger airline revenue								
4	Non-passenger landing fees	21,000	13,266	12,465	(7,734)	-36.8%	801	6.4%
5	Cargo and hangar rentals	5,619	5,597	5,455	(22)	-0.4%	142	2.6%
6	Fuel tax	18,834	17,111	25,947	(1,723)	-9.1%	(8,836)	-34.1%
7	Fuel Flowage Fees and Sales	41,919	27,538	32,630	(14,381)	-34.3%	(5,092)	-15.6%
8	Other (ramp parking, rapid refuel)	1,840	1,103	1,852	(737)	-40.1%	(749)	-40.4%
	Total Non-passenger airline revenue	89,212	64,615	78,349	(24,597)	-27.6%	(13,734)	-17.5%
	Total Aeronautical revenue	307,163	287,755	274,900	(19,408)	-6.3%	12,855	4.7%
Non-aeronautical revenue								
9	Land and building leases	78,040	76,158	80,023	(1,882)	-2.4%	(3,865)	-4.8%
10	Terminal - restaurant & retail	21,000	28,563	22,942	7,563	36.0%	5,621	24.5%
11	Terminal - other	15,450	15,500	15,450	50	0.3%	50	0.3%
12	Rental cars	142,783	151,595	146,037	8,812	6.2%	5,558	3.8%
13	Parking	198,490	187,432	179,670	(11,058)	-5.6%	7,762	4.3%
14	Ground Transportation	8,739	5,789	7,968	(2,950)	-33.8%	(2,179)	-27.3%
15	Other (advertising, security fee, vending, etc)	10,052	19,501	3,710	9,449	94.0%	15,791	425.6%
	Total Non-aeronautical revenue	474,554	484,538	455,800	9,984	2.1%	28,738	6.3%
	Total Operating revenues	781,717	772,293	730,700	(9,424)	-1.2%	41,593	5.7%

Variance Explanations - April 2025 Revenue Compared to Budget- Preliminary Financial Statements (Unaudited)

From an activity perspective, the seat capacity and landed weight came in almost at budget, however total passenger enplanements exceeded budget by over 10% as load factors exceeded budgeted expectations. Load factors were led by United who reached 88% in April and followed by American 79%, Delta 75%, and Breeze at 71%.

	Apr-25 Budget	Apr-25 Actual	Apr-24 Actual	Budget Variance		PY Variance	
Seat Capacity	30,056	30,972	28,327	916	3%	2,645	9%
Passenger Landed Weight	31,160,000	30,878,178	26,529,850	(281,822)	-1%	4,348,328	16%
Enplanements	23,148	27,381	22,943	4,233	15%	4,438	19%
Load Factor (Excluding Diversion Enpl)	77%	83%	81%		6%		2%

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 (\$39K), plus any other with impactful variances.

Operating Revenues: Total operating revenues were within 2% of budget in April (\$9,400) and almost 6% above April 2024 actual revenue. The trend continues where aeronautical revenue came in under-budget with lower fuel sales and non-passenger landing fees but non-aeronautical revenue exceeded expectations driven by restaurant and retail sales and badging fees in April.

- 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, including military refueling. The military refueling activity tends to be the most volatile and the Airport has not yet reached the average flowage level from 2024. This reduction is the primary driver for the deficit as sales of JetA and AvGas remain consistent with the prior year. As previously noted, West Star recently received a new 5-year military fueling contract so we expect sales over the year to average out and be more consistent with prior year levels although we are behind YTD through April 25.
- 12 **Rental Cars** - Rental car revenues exceeded budget by 6% (\$9K) for the month. The rental car revenue was budgeted based on total monthly passenger traffic, however, as we start to get into the summer months, we tend to see more visitors than local travelers and see a corresponding increase in rental car revenue.
- 13 **Parking** - Parking revenue was below budget by \$11k (6%), however, the decrease was not driven by passenger traffic, but instead the timing of the parking contract and budget assumptions used. Parking revenue per passenger was budgeted evenly throughout the year, however, our parking contract and 'minimum annual guarantee' (MAG) amount resets on April 1. According to the parking contract, the percentage of revenue shared with the airport is lower until the MAG is reached so the revenue per passenger is lower in the first few months of the parking contract. We have experienced rising occupancy levels in the parking lot and anticipate with the increase in passengers, parking, and rates, we will significantly exceed budget for the year.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		04/30/2025	04/30/2025	04/30/2024				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 307,000	\$ 297,842	\$ 291,574	\$ (9,158)	-3.0%	\$ 6,268	2.1%
2	Terminal rent	558,404	564,756	520,584	6,352	1.1%	44,172	8.5%
3	Other (boarding bridge)	13,375	10,638	13,224	(2,737)	-20.5%	(2,586)	-19.6%
	<i>Total Passenger airline revenue</i>	<i>878,779</i>	<i>873,236</i>	<i>825,382</i>	<i>(5,543)</i>	<i>-0.6%</i>	<i>47,854</i>	<i>5.8%</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	85,600	51,949	48,234	(33,651)	-39.3%	3,715	7.7%
5	Cargo and hangar rentals	21,984	21,962	21,306	(22)	-0.1%	656	3.1%
6	Fuel tax	114,181	101,439	98,020	(12,742)	-11.2%	3,419	3.5%
7	Fuel Flowage Fees and Sales	165,336	128,921	155,432	(36,415)	-22.0%	(26,511)	-17.1%
8	Other (ramp parking, rapid refuel)	6,560	4,073	6,510	(2,487)	-37.9%	(2,437)	-37.4%
	<i>Total Non-passenger airline revenue</i>	<i>393,661</i>	<i>308,344</i>	<i>329,502</i>	<i>(85,317)</i>	<i>-21.7%</i>	<i>(21,158)</i>	<i>-6.4%</i>
	<i>Total Aeronautical revenue</i>	<i>1,272,440</i>	<i>1,181,580</i>	<i>1,154,884</i>	<i>(90,860)</i>	<i>-7.1%</i>	<i>26,696</i>	<i>2.3%</i>
Non-aeronautical revenue								
9	Land and building leases	254,968	253,070	243,777	(1,898)	-0.7%	9,293	3.8%
10	Terminal - restaurant & retail	78,000	97,868	85,937	19,868	25.5%	11,931	13.9%
11	Terminal - other	61,800	62,000	61,800	200	0.3%	200	0.3%
12	Rental cars	539,503	514,707	495,698	(24,796)	-4.6%	19,009	3.8%
13	Parking	734,980	819,425	752,730	84,445	11.5%	66,695	8.9%
14	Ground Transportation	32,359	30,135	27,293	(2,224)	-6.9%	2,842	10.4%
15	Other (advertising, security fee, etc.)	23,116	49,330	25,302	26,214	113.4%	24,028	95.0%
	<i>Total Non-aeronautical revenue</i>	<i>1,724,726</i>	<i>1,826,535</i>	<i>1,692,537</i>	<i>101,809</i>	<i>5.9%</i>	<i>133,998</i>	<i>7.9%</i>
	Total Operating Revenues	\$ 2,997,166	\$ 3,008,115	\$ 2,847,421	\$ 10,949	0.4%	\$ 160,694	5.6%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date						
		04/30/2025	04/30/2025	04/30/2024	Budget Variance		Prior Year Variance	
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating expenses								
16	Personnel compensation and benefits	\$ 1,115,915	\$ 1,024,657	\$ 894,547	(91,258)	-8.2%	130,110	14.5%
17	Communications and utilities	147,964	124,071	113,227	(23,893)	-16.1%	10,844	9.6%
18	Supplies and materials	248,396	224,777	193,465	(23,619)	-9.5%	31,312	16.2%
19	Contract services	394,472	301,063	233,968	(93,409)	-23.7%	67,095	28.7%
20	Repairs & maintenance	225,672	226,631	174,890	959	0.4%	51,741	29.6%
21	Insurance	56,296	59,186	54,362	2,890	5.1%	4,824	8.9%
22	Training, Travel, & Air Service Development	68,664	59,594	57,546	(9,070)	-13.2%	2,048	3.6%
23	Other Expense (marketing, professional dues, etc.)	43,164	28,935	18,358	(14,229)	-33.0%	10,577	57.6%
Total Operating expenses		2,300,543	2,048,914	1,740,363	(251,629)	-10.9%	308,551	17.7%
Excess of Operating revenue over (under) expense		\$ 696,623	\$ 959,201	\$ 1,107,058	262,578	37.7%	(147,857)	-13.4%
Non-operating revenue (expenses)								
25	Passenger facility charges	322,200	420,250	366,944	98,050	30.4%	53,306	14.5%
26	Interest income	208,000	321,387	459,761	113,387	54.5%	(138,374)	-30.1%
27	Interest expense	(241,222)	(242,060)	(259,261)	(838)	-0.3%	17,201	6.6%
28	Customer facility charges	195,216	211,344	195,216	16,128	8.3%	16,128	8.3%
29	Capital contributions	37,360,964	6,147,954	8,828,516	(31,213,010)	-83.5%	(2,680,562)	-30.4%
29	Capital expenditures	(44,181,610)	(8,192,264)	(10,385,753)	35,989,346	81.5%	2,193,489	21.1%
30	Non-Capital Contributions	6,240	-	20,801	(6,240)	-100.0%	(20,801)	-100.0%
31	Debt principal payments	(335,812)	(335,812)	(326,031)	-	0.0%	(9,781)	3.0%
Total Non-operating revenue (expenses)		(6,666,024)	(1,669,201)	(1,099,807)	4,996,823	75.0%	(569,394)	-51.8%
Excess of revenue over (under) expense		\$ (5,969,401)	\$ (710,000)	\$ 7,251	5,259,401	88.1%	(717,251)	-9891.8%

Variance Explanations - YTD April 2025 Preliminary Financial Statements (Unaudited)

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 \$150K for revenue and \$151K for all non-capital expenses and non-operating revenues and other impactful variances.

	YTD Apr-25 Budget	YTD Apr -25 Actual	YTD Apr -24 Actual	Budget Variance		PY Variance	
Seat Capacity	116,397	112,916	110,025	(3,481)	-3%	2,891	3%
Passenger Landed Weight	122,246,700	113,718,515	108,554,676	(8,528,185)	-7%	5,163,839	5%
Enplanements	85,714	93,525	82,314	7,811	9%	11,211	14%
Load Factor (Excl Diversion)	74%	80%	75%	7%		6%	

YTD Operating Revenues: Total operating revenues are within 0.5% (\$11k) of budgeted revenue YTD through April 2025. The source of revenue is different than budgeted with aeronautical revenue 7% below budget and non-operating revenue 6% above budget. Fuel flowage fees and non-passenger landing fees account for over \$70k of the budget variance in aeronautical revenue. Parking revenue is the highest performing non-aeronautical revenue compared to budget, however, terminal and restaurant sales are also almost \$20k over budget year to date (25%) even though passenger traffic is only 9% over budget which indicates an increase in spending per passenger.

- 1 **Passenger Airline Landing Fees** - Passenger landing fees are 5.7% (\$13K) below budget due to fewer than expected scheduled flights - primarily related to the American schedules for PHX and DAL.
- 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 and Military operations. As described in the monthly variance report, the military refueling activity tends to be the most volatile and the Airport has not yet reached the average flowage level from 2024. This reduction is the primary driver for the deficit as sales of JetA and AvGas remain consistent with the prior year. As previously noted, West Star recently received a new 5-year military fueling contract so we expect sales over the year to average out and be more consistent with prior year levels although we are behind 22% YTD through April 25.
- 13 **Parking** - Parking revenue is 11.5% (\$85K) above budget YTD through April. Total enplaned passengers are 9% above budget and during the first quarter, we tend to have a higher mix of local traveling passengers that will be parking as opposed to renting a vehicle.

Operating Expenses : Operating expenses were 11% (\$250K) below budget through April 2025 primarily from personnel compensation and contract services.

- 16 **Personnel Compensation & Benefits** – Personnel Compensation & Benefits expenses were 8% (\$91k) below budget YTD driven by position vacancies in the first quarter. Annual merit increases were effective on April 1, so the variance to budget has dropped as a percentage from March as we have filled the majority of our open positions and wages are at the new rates. While we do expect to come in under-budget in compensation and benefits, the amount of the variance compared to budget will continue to drop.
- 18 **Supplies & Materials** – Supplies and materials were 9.5% (\$24K) below budget. Actual expenses are incurred on an as-needed basis and spending is trailing under budget in each month through April.
- 19 **Contract Services** – Contract services were 24% (\$93K) below forecast. The budget to actual variance dropped from March to April and given that a significant portion of the contract services budget is for Garver's role as our CIP manager which will ramp up as construction activity and projects ramp up in the summer we expect this gap to close somewhat. Actual expenses are incurred on an as-needed basis. Additionally, although we budgeted higher contract services, much of the activity of Garver is considered a capital expense tied to parking lot expansion and grant funded construction projects.

Non-Operating Revenues and Expenses : Excluding the Capital Project activities, non-operating revenue is over \$220k above budget as both passenger facility charges and interest income have significantly exceeded budgeted expectations.

- 25 **Passenger Facility Charge Revenue** – PFC revenue was 30% (\$98K) above budget through April. This is an indicator that passenger traffic and future bookings remain strong and is consistent with the higher than expected passenger numbers.
- 26 **Interest Income** – Interest income was \$113K above budget due to high balances held in the COLOTRUST investment accounts and higher than expected interest rates.
- 28 **Customer Facility Charge Revenue** – CFC revenues are 8% (\$16K) above budget which mirrors the higher than expected passenger traffic. Although total rental car revenues are down, the number of transactions is holding steady and the CFC charge is based on rental days and is not influenced by rental rates.
- 29 **Capital Contributions & Expenditures** – The Budget amount actually reflects the total annual project budget since the timing of when construction occurs can vary so much. Through April, we have spent about 19% of the total annual budget and we expect the activity to ramp up as new projects are approved and grants are approved.

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through April 30, 2025

2025 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

Grant Number	Project/Grant Description	2025 Project Costs Incurred	Grant Revenue Recognized in	
			2025	2025 GJRAA Local Share
AIP 78	Temp NAVAID Equipment Construction Pavement Design	24,771	22,294	2,477
AIP 79	RWY 12-30 Sch 5-7 Grading & Drainage	510,570	477,076	33,493
AIP 80	Passenger Loading Bridges	80,911	76,866	4,046
AIP 81	RWY 12-30 Sch 6 Grading & Drainage	1,019,671	956,349	63,322
AIP 82	RWY 12-30 Pavement Subbase	2,814,114	2,532,703	281,411
AIP 83	RWY 12-30 Pavement Subbase	2,312,914	2,081,622	231,291
AIP TBD	RWY 12-30 Pavement Design Remaining	777,017	-	777,017
CDOT	ARFF Truck Replacement	1,740	1,044	696
Total Grant Projects		\$ 7,541,707	\$ 6,147,954	\$ 1,393,753

2025 CAPITAL EXPENDITURES INCURRED FOR PROJECTS WITH NO GRANT FUNDING

Project Description	2025 Costs Incurred
ATCT Roof and Mechanical Replacement	87,409
Basement Improvements	17,787
Branding and Signage	79,720
Terminal Parking Expansion Design	219,109
Holdroom Furniture Refresh	120,607
Terminal Fire Detection System Upgrade	-
Other Capital Expenditures	125,925
Total Non-AIP Projects	\$ 650,557
Total Capital Expenditures YTD \$ 8,192,264	

Grand Junction Regional Airport Authority**Current Assets and Current Liabilities - Unaudited, subject to change**

	Month Ending 04/30/2025	Month Ending 03/31/2025	Variance
Current Assets			
Cash and Cash Equivalents - Unrestricted	\$ 23,274,159	\$ 20,263,744	\$ 3,010,416
Cash and Cash Equivalents - Restricted	4,648,748	4,429,690	219,058
Operating Accounts Receivable	1,614,048	1,537,757	76,291
Capital Accounts Receivable	8,078,489	8,260,931	(182,442)
Prepaid Expenses	506,363	503,685	2,678
Total Current Assets	38,121,808	34,995,806	3,126,001
Current Liabilities			
Accounts Payable - Ops	1,266,377	1,234,438	31,939
Accounts Payable - Capital	4,391,024	3,254,928	1,136,096
Accrued Expenses	303,099	297,896	5,204
Lease Deposits	151,054	151,054	-
Deferred Revenue	25,000	25,000	-
Current portion of note and bonds payable	1,617,102	1,557,216	59,885
Total Current Liabilities	7,753,656	6,520,531	1,233,124
Current Ratio - Excluding Restricted Cash	4.32	4.69	(0.37)
Days Unrestricted Cash on Hand	1,175	1,023	152

VARIANCE NOTES:

Total current assets increased by \$3.1M from March to April which was primarily the result of the increase in cash. More grant reimbursement requests were submitted and received within the same month and fewer payments were made to contractors in April. This also resulted in the increase in current liabilities as we paid out less invoices for capital projects in April.

The number of "days unrestricted cash on hand" increased and still represents enough unrestricted cash to cover about 3-years of operating expenses. Additionally, the current ratio remains strong where we have cash and current assets that are more than 4 times the amount of current liabilities.

May individual payments over \$100K

Vendor	Check Amount	Project Notes	FAA Funding	CDOT Funding	GJRAA Funding
Kelley Trucking	\$ 1,790,823	AIP 79, 81, Schedule 1-7 Grading and Drainage Construction, AIP 82, 83 Pavement Subbase Schedule 1 & 2	\$ 1,611,741		\$ 179,082
Mead & Hunt	\$ 237,922	AIP 78 FY 2023 Threshold and NAVAID Relocation AIP 79, 81, Schedule 1-7 Grading and Drainage Construction, AIP 82, 83 Pavement Subbase Schedule 1 & 2	\$ 214,130		\$ 23,792
Garver	\$ 112,579	AIP 79, 81, Schedule 1-7 Grading and Drainage Construction, AIP 82 Pavement Subbase Schedule 1 & 2, 0079 Terminal Parking Expansion Design	\$ 18,701		\$ 93,878
Total	\$ 2,141,324		\$ 1,844,572		\$ 296,752