



# BOARD PACKET

August 15, 2023

**Grand Junction Regional Airport Authority**



**Date:** August 15, 2023

**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/83715700081?pwd=OGpFVWczRzlGUmpzNjkwVBOb3M2Zz09>

**Time:** 11:30 AM

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**REGULAR MEETING AGENDA**

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- 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. 2022 Draft Audit Presentation by Plante Moran**

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***August 15, 2023***

## **VII. Consent Agenda**

- A. July 18, 2023 Meeting Minutes \_\_\_\_\_ 1
- Approve the July 18, 2023 Board Meeting Minutes.

## **VIII. Action**

- A. Nasdaq Boardvantage® Board Portal \_\_\_\_\_ 2
- Authorize Executive Director to expend \$20,044.40 for Nasdaq Boardvantage® Board Portal.
- B. Preauthorize Acceptance of Grant Agreements for Runway 11/29 NAVAIDS Relocation, Pavement Design, and Grading and Drainage Schedules 5, 6, and 7, and amend grant applications if needed to match \_\_\_\_\_ 3
- Authorize the Board Chair or Vice Chair to execute FAA AIP grant agreements for the 11/29 Runway Relocation Project for an amount not to exceed \$23,444,444 for NAVAIDS Relocation, Pavement Design, and Grading and Drainage Schedules 5, 6, and 7, amend grant applications if needed to match, and authorize the Executive Director to sign the corresponding cosponsorship agreements with the City of Grand Junction and Mesa County.
- C. Kelley Trucking Zone C Embankment Change Order No. 2 \_\_\_\_\_ 4
- Approve Kelley Trucking Inc. Change Order No. 2 in the total amount of \$539,902.04 to account for the changes to Zone C embankment plans and authorize the Executive Director to sign the Change Order and approve associated grant amendments.
- D. Resolution No. 2023-008 – Airport Authority Bylaws \_\_\_\_\_ 5
- Adopt Resolution No. 2023-008 Adopting the Amended and Restated Bylaws of the Grand Junction Regional Airport Authority.
- E. Resolution 2023-009 Statement of Investment Policy \_\_\_\_\_ 6
- Adopt Resolution 2023-009, Statement of Investment Policy
- F. Resolution No. 2023-010 New Purchasing and Procurement Policy \_\_\_\_\_ 7
- Adopt Resolution 2023-010, Approving Purchasing and Procurement Policy
- G. Resolution No. 2023-011 Appoint Budget Officer and Treasurer \_\_\_\_\_ 8

- Adopt Resolution No. 2023-011 to appoint Angela Padalecki as the Budget Officer and Treasurer.

**IX. Discussion**

- A. Terminal Project Discussion - Gensler

**X. Staff Reports**

- A. CIP Update – Colin Bible
- B. Executive Director Report (Angela Padalecki)

**XI. Any other business which may come before the Board**

**XII. Adjournment**



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**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
July 18, 2023

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**REGULAR BOARD MEETING**

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**I. Call to Order**

Ms. Linde Marshall, Board Vice-Chair, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on July 18, 2023 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b></p> <p>Linde Marshall (Vice-Chair) Ron Velarde Thaddeus Shrader Randall Reitz Cody Davis Chris West</p> <p><b><u>Airport Staff:</u></b></p> <p>Angela Padalecki Travis Boyd Dan Reimer (Counsel) Dylan Heberlein Ben Peck Cameron Reece (Clerk) Kristina Warren Shelagh Felsch Hayden Carpenter</p>	<p><b><u>Guests:</u></b></p> <p>Colin Bible, Garver Jeremy Lee, Mead and Hunt John Cessar, Mead and Hunt Brad Rolf, Mead and Hunt Allison Thomas, Garver</p>
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**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Shrader made a motion to approve the July 18, 2023 Board Agenda. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carried.*

#### **IV. Commissioner Comments**

*Commissioner Marshall recognized Director of Facilities Ben Peck for his 30-year anniversary of working at the Grand Junction Regional Airport and complimented all his hard work and value he brings. Commissioner Velarde also thanked Mr. Peck for being so enjoyable to work with. Commissioner Marshall commented about Commissioner West agreeing to be the Chair of the Finance and Audit Committee. Commissioner Marshall also commented on Commissioner Reitz and Commissioner Velarde being the members of the Governance Committee. Commissioner Marshall thanked Accounting Coordinator Shelagh Flesch for all the work she brought to the Airport as she transitions her roll.*

#### **V. Citizen Comments**

*No Citizen Comments were made.*

#### **VI. Consent Agenda**

##### **A. May 16, 2023 Meeting Minutes**

Approve the May 16, 2023 Board Meeting Minutes.

##### **B. June 2, 2023 Meeting Minutes**

Approve the June 2, 2023 Special Board Meeting Minutes.

##### **C. Airline Use and Lease Agreement**

Approve Standard Form of Airline Use and Lease Agreement and Authorize Board Chair to Sign

*Commissioner West made a motion to approve the Consent Agenda. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carried.*

#### **VII. Action**

##### **A. Resolution No. 2023-006 A Resolution Concerning Execution of Documents Pertaining to Bank Accounts**

Adopt resolution No. 2023-006: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts to update banking access and permissions.

*Commissioner Shrader made a motion to Adopt resolution No. 2023-006: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts to update banking access and permissions. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Reitz, yes; Commissioner West, yes; Commissioner Velarde, yes, and Commissioner Marshall, yes. The motion carried.*

##### **B. Resolution No. 2023-007 – Designating the Location for the Posting of Notice of Meetings for 2023**

Adopt Resolution No. 2023-007 Designating the Location for the Posting of the Notice of Meetings

*Commissioner Reitz made a motion to Adopt Resolution No. 2023-007 Designating the Location for the Posting of the Notice of Meetings. Commissioner Davis seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Reitz, yes; Commissioner West, yes; Commissioner Davis, yes; Commissioner Velarde, yes, and Commissioner Marshall, yes. The motion carried.*

**VIII. Public Hearing**

- A. First Reading of Proposed Amendments to the Grand Junction Regional Airport Authority Bylaws

*Commissioner Davis made a motion to approve the First Reading of Proposed Amendments to the Grand Junction Regional Airport Authority Bylaws. Commissioner West seconded the motion. Voice Vote: All Ayes; motion carried.*

**IX. Discussion**

- A. Implementation of Airport Authority Act – Governance Improvements

**X. Staff Reports**

- A. Executive Director Report  
B. Finance Report  
C. Capital Improvement Plan Update

**XI. Any other business which may come before the Board**

**XII. Adjournment**

The meeting adjourned at approximately 1:00pm

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

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Linde Marshall, Board Vice-Chair

**ATTEST:**

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Cameron Reece, Clerk to the Board

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

TOPIC:	Nasdaq Boardvantage® Board Portal		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize Executive Director to expend \$20,044.40 for Nasdaq Boardvantage® Board Portal		
SUMMARY:	<p>Staff along with the GJRAA IT Support provider, Sequent Information Systems, have been researching ways to enable GJRAA Board members to stay up to date on Airport Board matters from their chosen device (e.g., phone, personal computer) while maintaining a high level of cyber security.</p> <p>Nasdaq Boardvantage® Board Portal will be a central electronic hub for the Board, allowing Board members to log in from any device and access the Airport-related information. The software's functionality is summarized in the attached materials.</p> <p>Sequent will hold the contract with Nasdaq, manage invoices, and provide additional implementation support. This is consistent with how other software and technology is managed for the Airport.</p> <p>Staff recommends the Board approve the use of Nasdaq Boardvantage® Board Portal, with full implementation expected in Q4 2023.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	\$20,044.40		
ATTACHMENTS:	<ol style="list-style-type: none"><li>1. Nasdaq Quote</li><li>2. Nasdaq Boardvantage® Board Portal Summary</li></ol>		
STAFF CONTACT:	Ben Peck <a href="mailto:bpeck@gjairport.com">bpeck@gjairport.com</a> Office: 970-248-8589		





Sequent Information Systems, LLC  
205 N. 4th Street, Suite 302  
Grand Junction, CO 81501  
Phone: (970) 254-0855  
Fax: (970) 683-5060

## Quotation

Date	Quote #
8/7/2023	2

Grand Junction Regional Airport

Nasdaq Governance Solutions

Description	Qty	Unit Price	Ext. Price
Administrator Licenses (Bundled Cost) - Annual Renewal	3	\$ 1,026.00	\$ 3,078.00
End User Licenses (Bundled Cost) - Annual Renewal	12	\$ 745.20	\$ 8,942.40
Portal one-time Implementation Fee & Cofiiuration Labor	1	\$ 8,024.00	\$ 8,024.00

### Quote includes:

- \*Nasdaq Boardvantage license fees per user priced on an **ANNUAL** basis
- \*Customized set up of your board portal, specific to your needs
- \*A dedicated Account Director in your local region
- \*Comprehensive implementaton and roll-out plan with a dedicatd On-boarding Specialist
- \*Full adminstrative, board member & senior executive training
- \*On-going web-basd training as needed
- \*24/7/365 globa client support team
- \*Nasdaq's governance team expertise & resources

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TOTAL:	\$ 20,044.40
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\*\* Quote is vaild for 7 days.

\*\*\* Note: Pricing does not include applicable sales tax, cabling or shipping charges.

# Nasdaq Boardvantage® Board Portal

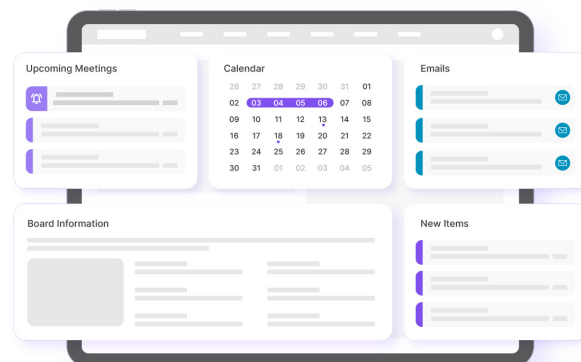
The software that empowers your board, from a name you trust.

Nasdaq Boardvantage has all the board portal features you need to drive governance excellence. Whether looking to optimize meeting workflows, confidently collaborate knowing your data is protected, better align on strategic decision-making, or simply save time and costs, our board portal has you covered.

## Personalize Your Directors' Feeds

Nasdaq Boardvantage is a central hub for digital engagement with directors, providing quick access to meeting materials, calendars, and relevant updates all in one place. Its fully customizable, personalized dashboard is everything your board needs—and nothing they don't.

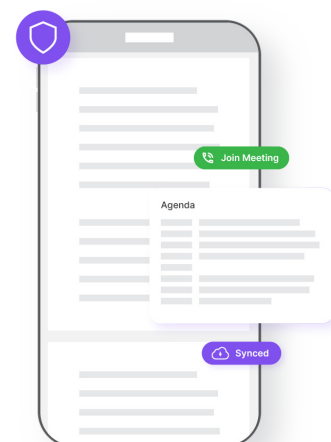
- **Custom Content Cards.** Easily build a dashboard by dragging and dropping content cards, so the information you need most is always at your fingertips. Plus, directors can have their own customized views.
- **Fast Document Access.** Access relevant materials and other digital resources. Save materials to your desktop, mobile, and tablet devices and have them wherever you go, even out of Wi-Fi range. Safeguard access by utilizing configurable security permissions.
- **Streamlined Calendar.** The modern way to manage board meetings, even if you have complex workflows. See all upcoming and past meetings, agendas, and minutes in a simple calendar view.



## Seamlessly Plan Board Meetings

Nasdaq Boardvantage changes the way boards and executive leadership teams experience meetings. Get everyone on the same page with a paperless workflow that lets you stay up to date before, during, and after board meetings.

- **Meeting Manager.** Easily plan meetings, use an agenda template, attach materials, and invite meeting participants.
- **Meeting Minutes.** Capture meeting minutes and track attendees, all while saving time as you go with pre-filled text options. Distribute board meeting minutes and swiftly follow up with directors.
- **Permission Settings.** Keep sensitive materials confidential knowing end-to-end security features are in place. You can also get granular with permissions, so directors see exactly what they're supposed to—and nothing more.
- **Board Book Creation.** Create digital board books comprised of different file types in their native formats. With a completely paperless system, last-minute changes are easy to implement.

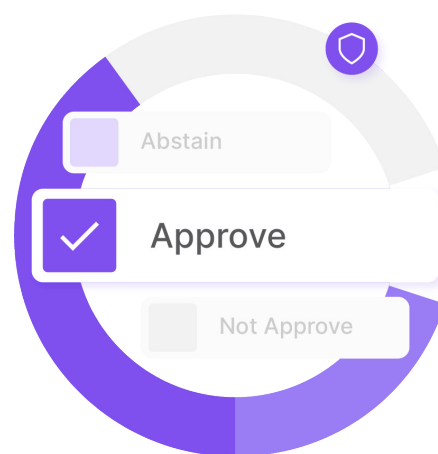


- **Task Management.** Create, assign, and track action items that come up during a meeting. Hold individuals or groups accountable with reminders and notifications.
- **Repository of Materials.** Save and refer back to meeting materials for corporate governance and compliance purposes, as well as for future work.

## Approve and Sign Efficiently

Nasdaq Boardvantage makes decision-making easy with native tools that let directors sign documents, approve materials, and vote on resolutions with a simple click. Every response is tracked, so you can focus on turning your decisions into actions.

- **Approvals & Voting.** Approve and vote on written consents, budgets, meeting minutes, resolutions, and more. Get instant insight into the process by assigning due dates and tracking responses.
- **Signatures.** Easily assign, track, and execute digital signatures—no third-party apps required.
- **Surveys.** Build and distribute surveys with the ability to use survey templates, customize question types, pre-fill question responses, notify respondents, and view progress in real time.
- **Reporting Tools.** Generate reports with custom visual views of your approval and signature process.
- **Notifications.** Ensure directors know about new approval and signature requests so nothing slips through the cracks.
- **In-App Email.** Streamline communications so directors can confer on decisions from anywhere, without exposing sensitive information.
- **Annotations.** Add private and shared notes to materials and share with specific users, with additional capabilities to highlight, draw, and drop pins.



## Feel Confident with a Security-Related Workflow

Nasdaq Boardvantage is designed with end-to-end security features and is SOC 2 audited and ISO 27001 certified. Work confidently knowing it is powered by the same team of information security professionals who monitor Nasdaq's global markets.

- **Permissions Settings.** Set permissions and restrict access to specific materials or entire folders, limiting information to the intended users.
- **Single Sign-On (SSO).** Use a centralized login for multiple systems to streamline the sign-on process and promote security compliance.
- **Multi-Factor Authentication.** Enable additional factors to meet industry standards and ensure only authorized users have access to the board portal.
- **Remote Purge.** Minimize risk of discoverability by centrally purging materials and notes, even on devices out of Wi-Fi range.

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**Grand Junction Regional Airport Authority**  
Agenda Item Summary

TOPIC:	Preauthorize Acceptance of Grant Agreements for Runway 11/29 NAVAIDS Relocation, Pavement Design, and Grading and Drainage Schedules 5, 6, and 7; and amend grant applications if needed to match.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Board Chair or Vice Chair to execute FAA AIP grant agreements for the 11/29 Runway Relocation Project for an amount not to exceed \$23,444,444 for NAVAIDS Relocation, Pavement Design, and Grading and Drainage Schedules 5, 6, and 7, amend grant applications if needed to match, and authorize the Executive Director to sign the corresponding cosponsorship agreements with the City of Grand Junction and Mesa County.		
SUMMARY:	In December 2022, the Board approved four FY2023 Airport Improvement Program (AIP) grant applications:		

1. Grading and Drainage Schedules 5, 6, 7
2. Design of Runway 12/30 pavement
3. Construction of the temporary FAA navigational aids for the Runway 11/29 replacement program; and
4. Design of Taxiway A (Phase III) and Taxiway C Rehabilitation

The construction work for the Grading and Drainage (Item 1) and NAVAIDS (Item 3) was bid out this summer. Based on the bids received, the FAA has indicated they expect to issue grant awards for Grading and Drainage Schedules 5 and 7 (Item 1), a portion of the pavement design costs (Item 2), and NAVAIDS relocation (Item 3). We expect the FAA to issue two grant agreements for this work, draft copies of which are attached.

In addition, at the end of the Federal Fiscal Year, the FAA takes any unallocated or unused grant money for the year and issues end-of-year grant awards for high-priority, shovel-ready projects with qualifying bids in hand. The FAA has indicated that GJT is on the list of potential projects if there is funding available; however, a final decision likely will be in mid-September and the turnaround time for signatures will be extremely short. For this reason, Staff seeks pre-authorization to avoid the risk that the Board will not be able to meet and consider a grant agreement in time. The additional funding would support Grading and Drainage Schedule 6 (Item 1) and additional funds for pavement design (Item 2). We do not anticipate funding for Design of Taxiway A (Phase III) and Taxiway C Rehabilitation (Item 4) this year.

Further details and any updates will be discussed at the Board Meeting on August 15.

Staff recommends the Board authorize the Chairman or Vice-Chair to execute any AIP grant awards offered that are consistent with the terms of the grant application, the attached draft grant agreement, and co-sponsorship agreements. This authorization

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will enable the Chairman/Vice Chair and Executive Director to execute the required documentation within the date range specified in the grant documents even if the window is very short.

These grants are anticipated to fund 90% of project costs. The local match will be 10%.

Staff plans to come to the Board with recommendations for contract awards (based on grants issued) in September and October.

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REVIEWED BY: CIP Manager, Executive Director, Legal Counsel

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FISCAL IMPACT: Total Cost – Up to \$23,444,444

FAA funded through anticipated AIP grant – up to \$21,100,000.

GJRAA Local Match – up to \$2,344,444

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ATTACHMENTS:

1. Draft Grant Transmittal Letters
2. Draft Grant Offers
3. Co-Sponsorship Agreements (City of Grand Junction)
4. Co-Sponsorship Agreements (Mesa County)

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STAFF CONTACT: Angela Padalecki  
apadalecki@gjairport.com  
Office: 970-248-8588

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

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

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

Mr. Greg Caton, Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, Colorado 81501

Ms. Janet Rowland, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, Colorado 81501

Dear Commissioner Benton, Mr. Caton, and Commissioner Rowland:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-078-2023 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

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

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

Sincerely,

**{{Sig\_es\_:signer1: signature}}**

John P. Bauer  
Manager, Denver Airports District Office

DRAFT





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date	<u>{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}</u>	
Airport/Planning Area	<u>Grand Junction Regional Airport</u>	
FY2023 AIP Grant Number	<u>3-08-0027-078-2023</u>	<u>[Contract # DOT-FA23NM-1099]</u>
Unique Entity Identifier	<u>P2MUNC6N7YM6</u>	
TO:	<u>Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / County of Mesa, Colorado</u> (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	
FROM:	<b>The United States of America</b> (acting through the Federal Aviation Administration, herein called the "FAA")	

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **XXX**, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

#### **Construct Runway 11/29 (NAVAIDS relocation & 95% Pavement Design Phase I)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$7,210,599.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning;  
**\$ 7,210,599** airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to

this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

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

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;



- ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages

the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### **SPECIAL CONDITIONS**

29. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction and the County of Mesa. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
30. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
32. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
34. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
35. **Instrument Landing System and Associated Equipment in Project.** The Sponsor agrees that it will:
  - a. Prior to commissioning, assure the equipment meets the FAA's standards; and
  - b. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1:signature:dimension(height=12mm, width=70mm)}}**

*(Signature)*

**{{N\_es\_:signer1:fullname }}**

*(Typed Name)*

**{{\*Ttl\_es\_:signer1:title }}**

*(Title of FAA Official)*

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

## Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

*(Name of Sponsor)*

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer2:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer2:title}}

*(Title of Sponsor's Authorized Official)*

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

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

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

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

*(Signature of Sponsor's Attorney)*

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

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer4:fullname }}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer4:title }}

*(Title of Sponsor's Authorized Official)*

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



### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

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

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

*(Signature of Sponsor's Attorney)*

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

County of Mesa, Colorado

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer4:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer4:title}}

*(Title of Sponsor's Authorized Official)*

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

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

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

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

*(Signature of Sponsor's Attorney)*

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **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, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

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

## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 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.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>

- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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

## **2. Responsibility and Authority of the Sponsor.**

### **a. Public Agency Sponsor:**

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

### **b. Private Sponsor:**

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

## **3. Sponsor Fund Availability.**

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

## **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The



sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
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 (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of XXX.

### **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.

## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### **RECITALS**

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-078-2023 (“Project”).

D. The FAA is willing to provide \$7,210,599 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## **AGREEMENT**

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Greg Caton, City Manager**  
**City of Grand Junction**



## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the Mesa County, Colorado (“County”).

### **RECITALS**

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-078-2023 (“Project”).

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

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

## **AGREEMENT**

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

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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

MESA COUNTY, COLORADO

By \_\_\_\_\_  
**Janet Rowland, Chair**  
**Board of County Commissioners**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

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

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

Mr. Greg Caton, Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, Colorado 81501

Ms. Janet Rowland, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, Colorado 81501

Dear Commissioner Benton, Mr. Caton, and Commissioner Rowland:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-079-2023 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

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

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

Sincerely,

**{{Sig\_es\_:signer1: signature}}**

John P. Bauer  
Manager, Denver Airports District Office

DRAFT



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date	<u>{{DateTime_es_::signer1:calc(now()):format(date," mmmm d, yyyy")}}</u>	
Airport/Planning Area	<u>Grand Junction Regional Airport</u>	
FY2023 AIP Grant Number	<u>3-08-0027-079-2023</u>	<u>[Contract # DOT-FA23NM-1100]</u>
Unique Entity Identifier	<u>P2MUNC6N7YM6</u>	
TO:	<u>Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / County of Mesa, Colorado</u> (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	
FROM:	<b>The United States of America</b> (acting through the Federal Aviation Administration, herein called the "FAA")	

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated December 14, 2022, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

#### **Construct Runway 11/29 (grading and drainage-Schedules 5 and 7)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$6,543,673.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning;  
**\$ 6,543,673** airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to



expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to

this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

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

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages

the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### **SPECIAL CONDITIONS**

29. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction and the County of Mesa. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
30. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1:signature:dimension(height=12mm, width=70mm)}}**

*(Signature)*

**{{N\_es\_:signer1:fullname }}**

*(Typed Name)*

**{{\*Ttl\_es\_:signer1:title }}**

*(Title of FAA Official)*

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

## Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Grand Junction Regional Airport Authority

*(Name of Sponsor)*

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer2:fullname }}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer2:title }}

*(Title of Sponsor's Authorized Official)*

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

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

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

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

*(Signature of Sponsor's Attorney)*

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

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer4:fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer4:title}}

*(Title of Sponsor's Authorized Official)*

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

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

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

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

*(Signature of Sponsor's Attorney)*

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated {{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

City of Grand Junction, Colorado

*(Name of Sponsor)*

{{Sig\_es\_:signer4:signature:dimension(height=12mm, width=70mm)}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer6:fullname }}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer6:title }}

*(Title of Sponsor's Authorized Official)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, **{{N\_es :signer7: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

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

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

*(Signature of Sponsor's Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **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, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

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



## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- 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.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 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.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>

- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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

## **2. Responsibility and Authority of the Sponsor.**

### **a. Public Agency Sponsor:**

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

### **b. Private Sponsor:**

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

## **3. Sponsor Fund Availability.**

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

## **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (Grand Junction Regional Airport Authority / City of Grand Junction, Colorado / County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
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 (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of December 14, 2022.

### **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.

## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### **RECITALS**

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-079-2023 (“Project”).

D. The FAA is willing to provide \$6,543,673 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## **AGREEMENT**

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Greg Caton, City Manager**  
**City of Grand Junction**

## **SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT**

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the Mesa County, Colorado (“County”).

### **RECITALS**

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-079-2023 (“Project”).

D. The FAA is willing to provide \$6,543,673 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

## **AGREEMENT**

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

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

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

MESA COUNTY, COLORADO

By \_\_\_\_\_  
**Janet Rowland, Chair**  
**Board of County Commissioners**

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

TOPIC:	Kelley Trucking Inc. Zone C Embankment Change Order No. 2		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Kelley Trucking Inc. Change Order No. 2 in the total amount of \$539,902.04 to account for the changes to Zone C embankment plans and authorize the Executive Director to sign the Change Order and approve associated grant amendments.		
SUMMARY:	<p>This project was designed based on assumed quantities of different embankment types based on the geotechnical testing performed with the initial project design. During construction, it was discovered that there was not as much Zone C material as anticipated. This change order rectifies the changes in quantities of different embankment types based on the existing conditions:</p> <ul style="list-style-type: none"><li>• Substitutes Zone C embankment with Zone B embankment materials</li><li>• Uses Zone C material from an adjacent borrow area</li><li>• Additional remediation effort due to use of borrow area material</li></ul> <p>The change order cost is as follows:</p> <ul style="list-style-type: none"><li>• AIP 72, Schedule 1-3: \$313,751.90</li><li>• AIP 76, Schedule 4: \$226,150.14</li><li>• Add 35 calendar days to the contract days</li></ul> <p>AIP grant agreements are eligible for amendments to add up to 15% to the original amount. The FAA has agreed to amend these grants to reflect the change orders. The change orders will be 90% funded by AIP 72 and AIP 76 and require a 10% match from the Authority.</p>		
REVIEWED BY:	CIP Manager and Legal Counsel (Dan Reimer)		
FISCAL IMPACT:	<p><b>Total Cost - \$539,902.04</b></p> <p>FAA funded through AIP grants, AIP 72 &amp; 76 - \$485,912 GJRAA Local Match - \$53,990</p>		
ATTACHMENTS:	<ol style="list-style-type: none"><li>1. AIP 72 Schedule 1-3 Kelley Trucking Zone C Embankment Change Order No. 2</li><li>2. AIP 77 Schedule 4 Kelley Trucking Zone C Embankment Change Order No. 2</li></ol>		
STAFF CONTACT:	<p>Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588</p>		



## CONTRACT CHANGE ORDER NO. 2

Airport: Grand Junction Regional Airport

Date: 2023-08-15

Location: Grand Junction, Colorado

AIP No.: 3-08-0027-072-2021

Contractor: Kelley Trucking Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

### Schedule 1

Item No.	Description	Unit	Unit Price	Quantity	Amount
C-102-5.4	CHECK DAM	CY	\$ 2,000.00	4.00	\$8,000.00
M-106-4.2	BORROW REGRADING FORCE ACCOUNT	DOL	\$ 55,000.00	1.00	\$55,000.00
P-152-4.2	EMBANKMENT (ZONE C TO ZONE B)	CY	\$ 4.98	88,265.00	\$439,559.70
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 4.98	-88,265.00	(\$439,559.70)
P-152-4.3	EMBANKMENT (ZONE C)(Adjacent Borrow)	CY	\$ 5.23	87,979.00	\$460,130.17
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 4.98	-87,979.00	(\$438,135.42)
P-152-4.4	EMBANKMENT ZONE B (98% TO 95% COMPACTION CREDIT)	CY	\$ (0.11)	88,265.00	(\$9,709.15)
T-901-5.1	SEEDING	CY	\$ 2,088.00	23.00	\$48,024.00
T-905-5.1	TOPSOIL (OBTAINED FROM SITE OR REMOVED FROM STOCKPILE)	CY	\$ 12.20	6,072.00	\$74,078.40
T-908-5.1	MULCHING	CY	\$ 1,800.00	23.00	\$41,400.00
This Change Order Total (Schedule 1)					\$238,788.00
Original Contract Total (Schedule 1)					\$5,740,158.39
Previous Change Order(s) Total (Schedule 1)					\$60,274.65
Revised Contract Value (Schedule 1)					\$6,039,221.04

### Schedule 2

P-152-4.2	EMBANKMENT (ZONE C TO ZONE B)	CY	\$ 4.74	20,250.00	\$95,985.00
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 4.74	-20,250.00	(\$95,985.00)
P-152-4.3	EMBANKMENT (ZONE C)(Adjacent Borrow)	CY	\$ 4.99	59,015.00	\$294,484.85
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 4.74	-59,015.00	(\$279,731.10)
P-152-4.4	EMBANKMENT ZONE B (98% TO 95% COMPACTION CREDIT)	CY	\$ (0.11)	20,250.00	(\$2,227.50)
This Change Order Total (Schedule 2)					\$12,526.25
Original Contract Total (Schedule 2)					\$3,288,809.18
Previous Change Order(s) Total (Schedule 2)					\$0.00
Revised Contract Value (Schedule 2)					\$3,301,335.43

### Schedule 3

Item No.	Description	Unit	Unit Price	Quantity	Amount
C-102-5.4	CHECK DAM	CY	\$ 1,700.00	8.00	\$13,600.00
T-901-5.1	SEEDING	CY	\$ 1,900.00	8.00	\$15,200.00
T-905-5.1	TOPSOIL (OBTAINED ONSITE OR REMOVED FROM STOCKPILE)	CY	\$ 10.05	2,153.00	\$21,637.65
T-908-5.1	MULCHING	CY	\$ 1,500.00	8.00	\$12,000.00
This Change Order Total (Schedule 3)					\$62,437.65
Original Contract Total (Schedule 3)					\$4,124,584.72
Previous Change Order(s) Total (Schedule 3)					(\$60,221.35)
Revised Contract Value (Schedule 3)					\$4,126,801.02

This Change Order Total (Schedule 1/2/3)	\$313,751.90
Original Contract Total (Schedule 1/2/3)	\$13,153,552.29
Previous Change Order(s) Total (Schedule 1/2/3)	\$53.30
Revised Contract Value (Schedule 1/2/3)	\$13,467,357.49

Total Day Count will Increase to 608 Calendar Days for Schedules 1/2/3/4 starting July 10, 2022. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes shown on sheet C-371 Typical Section Markup (Zone C to B), Additional Zone C Borrow Grading Exhibit and Cross Section Sheets C-921-C976 (Zone C to B).

Recommended by:

  
Engineer (Mead and Hunt)

8/8/2023


Date

Approved by:

  
Airport (Grand Junction Regional Airport)

Date

Accepted by:

 CEO  
Contractor (Kelley Trucking Inc.)

8/10/23

Date

Approved by:

  
Federal Aviation Administration

Date

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP NO. 3-08-0027-072-2021CHANGE ORDER NO. 02AIRPORT Grand Junction Regional AirportLOCATION Grand Junction, CO**JUSTIFICATION FOR CHANGE**

## 1. Brief description of the proposed contract change(s) and location(s).

This change order for Schedules 1, 2 and 3 includes substituting Zone B (Class 1 and Class 2 Shale) material in place of Zone C Material (Class 1 Shale), in the infield areas between Sta. 122+60 to Sta. 174+90, 110' RT of Centerline to the south edge of fill. This area of fill will not be directly underneath pavement as it will be in the infield between the new runway and the future parallel taxiway. The compaction requirement of the Zone B material placed in the infield will be reduced from 98% to 95% of ASTM D698. The contractor will provide an \$0.11/CY credit due to the reduced compaction requirement.

In addition, this change order also includes utilizing an additional borrow area for Zone C material located between approximate Sta. 141+00 to Sta. 165+50, 700' to 1,400' LT. This portion of the change order includes a price adjustment for Zone C material from the borrow area due to the increased hauling distance. Additional grading of the borrow area, check dams, topsoiling, mulching, and seeding will also be required. Borrow area regrading will be performed under force account as exact amount of regrading required is undefined due to variable depths of Zone C material in this area. (Add pay item 106-3.2/4.2 – Zone C Borrow Regrading Force Account costs will be measured by dollar)

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Due to varying depth of Class 1 Material, the Schedules 1-3 cut area did not yield enough Class 1 (Zone C) Material to complete the Zone C portion of the new runway prism. The original design has the Zone C prism extending 110' Left of Centerline and a varying distance Right of centerline tying into the existing Runway 11-29 RSA. The Zone C portion sits directly under Runway 12-30, shoulder and safety area finished grade extending a maximum of 12 feet downward. It is imperative that Class 1 material is used under the paved portion of the Zone C prism to maximize the long-term performance of the new runway pavement. Therefore, Zone C material within the future infield area, 110' south of centerline will be switched to Zone B as this material is more available and the infield area will not be paved. In addition, an additional Class 1 borrow source was identified to provide the remaining Class 1 material required to complete the Zone C prism under pavement.

## 3. The Sponsor's share of this cost is available from:

Local Funding

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☒ No ☐ Not Applicable ☐5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒6. Will this change affect the insurance coverage? Yes ☐ No ☒7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 8/4/2023

With Whom: Todd Minnich

Comment(s):

## CONTRACT CHANGE ORDER NO. 2

Airport: Grand Junction Regional Airport

Date: 2023-08-15

Location: Grand Junction, Colorado

AIP No.: 3-08-0027-076/077-2022

Contractor: Kelley Trucking Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

### Schedule 4

Item No.	Description	Unit	Unit Price	Quantity	Amount
P-152-4.2	EMBANKMENT (ZONE C TO ZONE B)	CY	\$ 12.56	77,826.00	\$977,494.56
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 9.86	-77,826.00	(\$767,364.36)
P-152-4.3	EMBANKMENT (ZONE C)(Adjacent Borrow)	CY	\$ 10.10	102,420.00	\$1,034,442.00
P-152-4.3	EMBANKMENT (ZONE C)	CY	\$ 9.86	-102,420.00	(\$1,009,861.20)
P-152-4.4	EMBANKMENT ZONE B (98% TO 95% COMPACTION CREDIT)	CY	\$ (0.11)	77,826.00	(\$8,560.86)
This Change Order Total (Schedule 4)					\$226,150.14
Original Contract Total (Schedule 4)					\$8,285,739.00
Previous Change Order(s) Total (Schedule 4)					\$1,728,781.26
Revised Contract Value (Schedule 4)					\$10,240,670.40

Total Day Count will Increase to 608 Calendar Days for Schedules 1/2/3/4 starting July 10, 2022. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes shown on sheet C-371 Typical Section Markup (Zone C to B), Additional Zone C Borrow Grading Exhibit and Cross Section Sheets C-921-C976 (Zone C to B).

Recommended by:

Engineer (Mead and Hunt)

8/8/2023

Date

Approved by:

Airport (Grand Junction Regional Airport)

Date

Accepted by:

Contractor (Kelley Trucking Inc.)

8/10/23

Date

Approved by:

Federal Aviation Administration

Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP NO. 3-08-0027-076/077-2022CHANGE ORDER NO. 02AIRPORT Grand Junction Regional AirportLOCATION Grand Junction, CO**JUSTIFICATION FOR CHANGE****1. Brief description of the proposed contract change(s) and location(s).**

This change order for Schedule 4 includes substituting Zone B (Class 1 and Class 2 Shale) material in place of Zone C Material (Class 1 Shale), in the infield areas between Sta. 174+90 to Sta. 207+50, 110' RT of Centerline to the south edge of fill. This area of fill will not be directly underneath pavement as it will be in the infield between the new runway and the future parallel taxiway. The compaction requirement of the Zone B material placed in the infield will be reduced from 98% to 95% of ASTM D698. The contractor will provide an \$0.11/CY credit due to the reduced compaction requirement.

In addition, this change order also includes utilizing an additional borrow area for Zone C material located between approximate Sta. 141+00 to Sta. 165+50, 700' to 1,400' LT. This portion of the change order includes a price adjustment for Zone C material from the borrow area due to the increased hauling distance. Additional grading of the borrow area, check dams, topsoiling, mulching, and seeding will also be required which will be paid under Schedules 1, 2 and 3.

**2. Reason(s) for the change(s) (Continue on reverse if necessary)**

Due to varying depth of Class 1 Material, the Schedule 4 cut area did not yield enough Class 1 (Zone C) Material to complete the Zone C portion of the new runway prism. The original design has the Zone C prism extending 110' Left of Centerline and a varying distance Right of centerline tying into the existing Runway 11-29 RSA. The Zone C portion sits directly under Runway 12-30, shoulder and safety area finished grade extending a maximum of 12 feet downward. It is imperative that Class 1 material is used under the paved portion of the Zone C prism to maximize the long-term performance of the new runway pavement. Therefore, Zone C material within the future infield area, 110' south of centerline will be switched to Zone B as this material is more available and the infield area will not be paved. In addition, an additional Class 1 borrow source was identified to provide the remaining Class 1 material required to complete the Zone C prism under pavement.

**3. The Sponsor's share of this cost is available from:**

Local Funding

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☒ No ☐ Not Applicable ☐

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 8/4/2023

With Whom: Todd Minnich

Comment(s):

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Resolution No. 2023-008 – Airport Authority Bylaws		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2023-008 Adopting the Amended and Restated Bylaws of the Grand Junction Regional Airport Authority		
SUMMARY:	<p>HB 23-1156, amending the Colorado Public Airport Authority Act, was passed by the Colorado Legislature, signed by the Governor and will take effect in August 2023. HB 23-1156 makes several changes to the powers and responsibilities of public airport authorities, including matters addressed in the GJRAA Bylaws.</p> <p>In 2021, the Board comprehensively reviewed and updated the Bylaws as part of an overall review of its governing documents. The proposed resolution makes minor modifications to the Bylaws to conform to the update to the Public Airport Authority Act.</p> <p>Amending the Bylaws requires two readings, the first at the July 18 Board meeting and the second planned for the August 15 Board meeting.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	None		
ATTACHMENTS:	1. Resolution 2023-008		
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>		

**RESOLUTION NO. 2023-008**  
**RESOLUTION OF THE BOARD OF COMMISSIONERS**  
**ADOPTING THE AMENDED AND RESTATED BYLAWS**  
**OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

**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**, GJRAA was formed by the City of Grand Junction, Colorado and the County of Mesa, Colorado, acting in combination pursuant to C.R.S. § 41-3-101, *et. seq.*, known as the “Public Airport Authority Act”; and

**WHEREAS**, the City of Grand Junction, by Ordinance 1388 (dated March 20, 1971), acting jointly with the County of Mesa, directed as follows: “At the first meeting of the Board of Commissioners, there shall be adopted By-laws of the Authority, which By-Laws shall designate the officers of the Authority, the time and place for all regular meetings of the Board and shall prescribe the powers and duties of the officers and the Authority, not inconsistent with law, and other details in connection with the Airport Authority.”

**WHEREAS**, GJRAA consistently has maintained, implemented and updated its Bylaws, the most recent version of which is entitled “Amended and Restated Bylaws of the Grand Junction Regional Airport Authority”, adopted on June 15, 2021; and

**WHEREAS**, the Colorado Legislature amended the Public Airport Authority Act in House Bill 23-1156, *Concerning Modernization of the Public Airport Authority Act* (2023), which amendment necessitates conforming amendments to the Bylaws; and

**WHEREAS**, the Bylaws Section 6.3 (Amendment) provides, “These Bylaws may be altered, amended or repealed by Resolution adopted at each of two special or regular meetings of the Board held not less than 27 days nor more than 45 days apart”; and

**WHEREAS**, the GJRAA has complied with the procedural requirements to amend the Bylaws, including by (1) publishing public notice of the Board’s consideration of the amended Bylaws; (2) holding a public hearing and approving the amended Bylaws at the Regular Meeting on July 18, 2023; and (3) providing public notice of the second action by the Board on the amended Bylaws to be considered at the Regular Meeting on August 15, 2023.

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

1. The attached document entitled “Amended and Restated Bylaws of the Grand Junction Regional Airport Authority” is hereby adopted and, on and after August 15, 2023, shall constitute the operative Bylaws of the GJRAA. The Board and Airport Staff hereafter shall act in conformance with the Bylaws.

2. The Board directs the Airport Executive Director to post the Bylaws on the Airport Authority website and to make the Bylaws available in the Airport Administration Office.
3. The Board hereby repeals the “Amended and Restated Bylaws of the Grand Junction Regional Airport Authority”, adopted June 15, 2021, and any prior documents with the same or similar title, and any such documents no longer shall be effective, provided that past actions of the Board shall be considered according to the version of the Bylaws then in effect.
4. Any further amendments to the Bylaws must conform to the procedural requirements prescribed in attached Bylaws, provided that the Board Chair is authorized to direct the correction of any typographical or clerical errors that may be identified in the attached Bylaws.
5. Nothing in this Resolution or the attached Bylaws shall be construed to create a cause of action or right of action by any third party, except as may exist under law.

PASSED AND ADOPTED this 15<sup>th</sup> day of August, 2023.

Board Members Voting AYE

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Board Members Voting NAY

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GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

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ATTEST:

Chairman

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Clerk



# **AMENDED AND RESTATED BYLAWS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

Adopted August 15, 2023

## **ARTICLE I: Statement of Authority**

1.1. PURPOSE OF AUTHORITY. The purpose of the Grand Junction Regional Airport Authority ("Authority") is to operate, maintain, and develop the Grand Junction Regional Airport and its related facilities and to oversee and manage the business and affairs of the Grand Junction Regional Airport.

1.2. CREATION AND LEGAL STATUS. The Authority was established, organized and incorporated in 1971 by the City of Grand Junction and the County of Mesa acting jointly in accordance with the Public Airport Authority Act, now codified at Title 41, Article 3 of the Colorado Revised Statutes, as amended by Colorado HB 23-1156 (2023) (the "Act"). The Authority is a political subdivision of the State of Colorado.

1.3. PRINCIPAL OFFICE. The principal office of the Authority shall be located within the City of Grand Junction, Mesa County, Colorado.

## **ARTICLE II: Board of Commissioners**

2.1. PURPOSE AND POWERS OF THE BOARD. The Authority's Board of Commissioners (the "Board"), shall govern the Grand Junction Regional Airport. The Board shall have and exercise on behalf of the Authority those duties and powers set forth in the Act and such other duties and powers as are authorized by the laws of the State of Colorado. The Board shall act only at a duly called meeting that is open to the public unless otherwise provided for by the laws of the State of Colorado.

2.2. SELECTION AND QUALIFICATION OF COMMISSIONERS. The Board shall consist of seven (7) Commissioners. The Mesa County Board of Commissioners shall appoint three (3) Commissioners, only one of whom may, but need not be, a County Commissioner. The City Council of Grand Junction shall appoint three (3) Commissioners, only one of whom may, but need not be, a member of the City Council. Each Commissioner shall be a resident and taxpaying elector of Mesa County; each Commissioner appointed by the City Council shall also be a resident and taxpaying elector of the City of Grand Junction. Each of the Commissioners so appointed shall serve at the pleasure of, and be removed with or without cause by, the body appointing her or him.

A seventh At-Large Commissioner shall be selected by the County- and City-appointed Commissioners in accordance with procedures established by the Board. The Board shall then advise the Mesa County Commissioners and the Grand Junction City Council of the person selected as At-Large Commissioner for ratification of the appointment.

2.3. TERM. The term of each Commissioner shall be four (4) years. No Commissioner may serve more than two (2) consecutive four (4) year terms. Each Commissioner shall hold

office until her or his successor has been appointed and qualified. If a vacancy occurs, the Commissioner appointed shall serve the remainder of the term to which he or she is appointed. If the remainder of such term is less than two years, that Commissioner may serve two additional consecutive four-year terms. If the remainder of such term is greater than two years, then that Commissioner may serve one additional term.

2.4. VACANCIES. Vacancies that occur on the Board, through death, resignation, removal of one of the Commissioners, or for any other reason, shall be filled in the same manner as provided for the appointment of the Commissioner being replaced. A change of residence of a Commissioner to a place outside of the City of Grand Junction, if he or she is an appointee of the City of Grand Junction, or outside of Mesa County, if he or she is an appointee of Mesa County, automatically creates a vacancy on the Board as to that Commissioner. A change in residence of the At-Large Commissioner to a place outside of Mesa County will also automatically create a vacancy on the Board as to the At-Large Commissioner position.

2.5. COMPENSATION. No Commissioner shall receive compensation for serving on the Board or as an employee of the Authority.

### **ARTICLE III: Meetings**

3.1. REGULAR MEETINGS. Regular meetings of the Board shall be held within Mesa County, on such dates and times as the Board may determine.

3.2. EXECUTIVE SESSIONS. At any duly convened meeting, the Board may go into executive session in the manner and for the consideration of matters as permitted by the Colorado Open Meetings Law, now codified at Title 24, Article 6, Part 4 of the Colorado Revised Statutes.

3.3. SPECIAL MEETINGS. Special meetings may be called by any officer or member of the Board by informing the other members of the date, time, and place of such meeting and the purpose for which it is called, and by posting notice of the meeting in the method provided for in the Act.

3.4. EMERGENCY MEETINGS. An emergency meeting may be called by the Chairman or Vice Chairman, upon giving as much notice as is practical under the circumstances, to address unforeseen circumstances or an emergency that calls for immediate action. Any action taken at an emergency meeting must be ratified at the next meeting of the Board at which full and timely public notice is provided.

3.5. WORKSHOPS. The Board may hold workshops, as necessary, to allow it to discuss issues without taking any formal action. Workshops may be held without a quorum of the Board, but full and timely public notice is required for all workshops to be held and conducted.

3.6. NOTICE OF MEETING. Notice of the time and place of all regular and special meetings, as well as workshops, shall be posted as required by the Colorado Open Meetings Law.

3.7. QUORUM. Four (4) Commissioners of the Board shall constitute a quorum necessary to open a regular, special or emergency meeting and to take formal action on any and all matters. If a Commissioner is disqualified from voting on any action of the Board, his or her attendance will be included for purposes of determining a quorum even though that Commissioner does not participate in discussions or vote on the matter. Formal action by the Board shall be approved and adopted upon the affirmative vote of four (4) or more Commissioners.

3.8. METHOD OF ATTENDANCE AND ATTENDANCE REQUIREMENT. Commissioners may attend a meeting or workshop in person or by any electronic or telephonic means which permits all of those who are physically in attendance to hear such Commissioner, and such Commissioner to hear persons physically in attendance. Commissioners must attend at least seventy-five (75) percent of all regular and special meetings of the Board, either in person or by electronic or telephonic means, within an ongoing six (6) month period. If a Commissioner fails to meet said attendance requirement, he or she may be subject to removal from the Board as provided in these Bylaws.

3.9. REMOVAL. By a unanimous vote of the remaining Commissioners, the Board may adopt a resolution requesting either the Mesa County Commissioners or the City Council of Grand Junction (or both the County and City in the case of an At-Large Commissioner) to remove a Commissioner appointed or approved by them.

3.10. MINUTES AND RECORDS. Board meetings will be recorded by audio or video means and such recordings will be kept in the permanent records of the Authority as the official minutes. Written minutes of the Board meetings shall be limited to actions and resolutions of the Board including motions, seconds, and votes on such actions. The record of executive sessions shall be maintained as provided in the Colorado Open Meetings Law.

3.11. PROCEDURE. The Board shall take official action by resolution, order, or motion. On all resolutions the rolls shall be called, and the ayes and nays recorded. Any other matter requiring a vote of the Board may be adopted by viva voce vote, but on demand of any Commissioner, the roll shall be called.

#### **ARTICLE IV: Officers and Committees**

4.1. OFFICERS. The officers of the Authority shall be the Chairman, Vice Chairman, Clerk and Treasurer. The same person may not hold two (2) offices.

4.1.1. CHAIRMAN. The Chairman shall preside over all meetings of the Board and shall exercise such authority as is duly conferred upon him or her, from time to time, by the Board. He or she shall sign, by manual, electronic or facsimile signature, together with the Clerk, any leases, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, provided however, that the Board may delegate the Chairman's authority over certain routine matters to the Executive Director, to the extent not prohibited by law.

4.1.2. VICE CHAIRMAN. In the absence of the Chairman or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman, and

when so acting, shall have all of the powers of the Chairman.

4.1.3. TREASURER. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.

4.1.4. CLERK. The Clerk shall keep the minutes of the meetings of the Board; maintain a book of resolutions and inform the Board of any resolutions that are set to expire; be custodian of the corporate records and the Seal of the Authority; affix the Seal of the Authority to documents where the Seal is required; and perform all other duties incident to the office.

4.2. ELECTION OR APPOINTMENT AND TERM. The Chairman and Vice Chairman shall be elected from the members of the Board at the first regular meeting in January of each calendar year, and they shall hold office until their successors have been duly elected. The Board shall appoint a Clerk and Treasurer. The Clerk and Treasurer need not be members of the Board, and such positions shall continue in office at the pleasure of the Board.

4.3. REMOVAL. Any officer may be removed by an affirmative vote of a majority of Commissioners.

4.4. VACANCY. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

4.5. COMMITTEES OF THE BOARD. There shall be the following Standing Committees: (i) the Executive Committee, consisting of the Chairman and Vice Chairman; and (ii) the Finance and Audit Committee, consisting of such Commissioners and other persons as shall be determined by the Chairman. The Board shall adopt a charter for each Standing Committee. The Chairman may also create and appoint any other Ad Hoc Committees from time to time to address specific concerns of the Authority. Committees may be composed of Commissioners and/or non-Commissioners as the Board deems advisable. All committees shall report directly to the Board.

The Chairman shall appoint a Committee Chair for each committee. Meetings of any committee are to be called by the Committee Chair.

## **ARTICLE V: Staffing**

5.1. EMPLOYEES. The Board shall select and appoint the Executive Director, who shall serve at its pleasure. Other individuals selected by the Executive Director may be employed by the Authority, and those individuals will serve at the pleasure of the Executive Director, except where the Board approves a contract of employment.

5.2. RELATIONSHIP BETWEEN BOARD AND STAFF. The Board, acting for the Authority, has the responsibility to determine and establish the Authority's policies in the fulfillment of its statutory responsibilities. The Executive Director shall have the responsibility for the management and operation of the Grand Junction Regional Airport in accordance with such policy.

5.3. DELEGATION. The Board may reserve for itself or delegate to the Executive Director such powers and duties as may be permitted by the Act and determined to be in the best interests of the Authority.

#### **ARTICLE VI: Miscellaneous**

6.1. SEAL. The corporate seal of the Authority shall be in the form of a circle containing on the perimeter thereof GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, within the center COLORADO 1971, a facsimile of the runway configuration and a beacon marker with GRAND JUNCTION and MESA COUNTY inscribed therein.

6.2. FISCAL YEAR. The fiscal year of the Authority shall begin on the 1st day of January of each year and end on the 31st day of December of that year.

6.3. AMENDMENT. These Bylaws may be altered, amended or repealed by Resolution adopted at each of two special or regular meetings of the Board held not less than 27 days nor more than 45 days apart. Notice of the proposed amendment(s) shall be posted as required by the Colorado Open Meetings Law.

6.4. NO LIABILITY FOR DEBTS AND INDEMNIFICATION. No Commissioner shall be personally liable for any claims against or debts of the Authority. The Authority shall indemnify Commissioners and hold them harmless from and against any and all claims and liabilities to which they may become subject by reason of their actions, omissions, or status as a Commissioner, to the maximum extent permitted by law, provided, however, that the Authority need not indemnify any Commissioner adjudged to have intentionally acted wrongly or fraudulently.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Resolution No. 2023-009 Statement of Investment Policy		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution 2023-009, Statement of Investment Policy		
SUMMARY:	<p>State law imposes strict limits on the investment of public funds, which includes Airport funds. Historically, the Airport Authority deposited funds with traditional banks, both for immediate cash flow needs and reserves. The Board has a banking resolution in place, last updated in July 2023 by Resolution 2023-06, delegating responsibilities and establishing processes for the deposit, withdrawal and transfer of Airport funds.</p> <p>In January 2023, the Board, in Resolution 2023-02, authorized participation in the Colorado Local Government Liquid Asset Trust, known as COLOTRUST. This highlighted a gap in Board policies, specifically the lack of an overarching investment policy.</p> <p>The attached Investment Policy serves principally to enumerate the authorized investment of Airport funds, which is a subset of the permissible investments of public funds authorized by state law. Equally important, the Investment Policy articulates the Board's position on balancing the competing objectives of maximizing returns while promoting stability and liquidity. This policy is intended to be revisited as needed to reflect changes in law and Board policy.</p> <p>The attached document was prepared by the Authority's legal counsel, has been reviewed by Airport Staff and the Board's Ad Hoc Governance Committee, and was presented to the Board as a discussion item at its Regular Meeting in July 2023.</p> <p>Staff recommends that the Board adopt the attached Statement of Investment Policy, to take effect immediately.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	None		
ATTACHMENTS:	Resolution No. 2023-009, Resolution of the Board of Commissioners Adopting a Statement of Investment Policy		
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>		

**RESOLUTION NO. 2023-009**  
**RESOLUTION OF THE BOARD OF COMMISSIONERS**  
**ADOPTING A STATEMENT OF INVESTMENT 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. § 41-3-106(1)(I)), authorizes GJRAA, “To invest any surplus money in the treasury of the authority including money in any sinking or trust fund established for the purpose of retiring bonds at or prior to maturity not required for the immediate necessities of the authority, in any local government investment pool trust fund pursuant to part 7 of article 75 of title 24, or in securities meeting the investment requirements established in part 6 of article 75 of title 24. Any investment in securities may be made by direct purchase of any issue of securities, or part thereof, at the original sale of the securities or by the subsequent purchase of the securities. Any securities purchased and held by an authority may be sold, unless the sale is prohibited by any agreement under which the securities have been or will be deposited and the proceeds of the securities reinvested in the securities as provided in this subsection (1)(I). The sale of any securities purchased and held by the authority must be made at a time when the proceeds may be applied to the purposes for that money within which the securities were originally purchased was placed in the treasury of the authority.”; and

**WHEREAS**, the purpose of this Statement of Investment Policy is to identify authorized investments of public funds held by the GJRAA and to ensure compliance with all state and federal statutes governing the investment of public funds.

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

1. Airport funds may only be invested in instruments of a type listed in and authorized by C.R.S. Section 24-75-601.1 (Legal Investments of Public Funds), as the same may be amended or superseded from time to time, and other provisions of Colorado law enumerating the permissible investments of public funds by political subdivisions ("Authorized Investments").
2. Airport funds may only be deposited in institutions designated by the Board that comply with the requirements of Colorado law, including without limitation C.R.S. Section 24-75-603 (Depositories).
3. Subject to the foregoing limitations, it shall be the policy of the Board that its investments comply with the following:
  - a. Airport funds shall be invested in a manner that is in the best interest of the Board, and which conforms to all federal, state, and local laws and regulations governing the investment of public funds.

- b. Airport investments shall be matched with anticipated cash flow requirements and sufficient liquidity maintained to satisfy short-term financial obligations.
  - c. Airport funds in excess of cash flow requirements may be invested in instruments maturing not more than five (5) years from the date of purchase, unless Colorado law prescribes a lesser maturity. In all cases, the maturity of investments shall be made to coincide as nearly as practicable with the expected use of funds.
  - d. Airport funds shall be invested in one or more of the following Authorized Investments:
    - i. A bank or savings and loan association insured by the federal deposit insurance corporation or its successor, as authorized by C.R.S. Section 24-75-603.
    - ii. Certificates of deposit, time deposits and other bank securities, as authorized by C.R.S. Section 24-75-601.1(p).
    - iii. U.S. Treasury instruments, as authorized by C.R.S. Section 24-75-601.1(1)(a).
    - iv. A local government investment pool trust fund as authorized by C.R.S. Section 24-75-702 and Section 24-75-601.1(1)(j). As of the effective date of this Statement of Investment Policy, the Board only has authorized participation in the Colorado Local Government Liquid Asset Trust ("COLOTRUST"). Participation in the Colorado Statewide Investment Program, Colorado Surplus Asset Fund Trust, or any other local government investment pool trust fund shall require separate Board resolution authorizing participation.
  - e. In addition to the Authorized Investments identified in the preceding subsection, the Airport Executive Director, with prior written notice to the Board President and Board Treasurer, may invest in the types of investments authorized under Colorado law, as it exists or hereafter may be enacted, including without limitation C.R.S. Section 24-75-601.1.
  - f. To the extent they are not otherwise invested, the monies collected and held by the Airport shall be deposited in banks which qualify as depositories for public funds. To provide assurance that the Airport will be able to continue financial operations without interruption, and dependent upon interest rates and satisfaction with services, the Airport will generally attempt to utilize at least two financial institutions as depositories. Deposits further shall be allocated to maximize protection by the federal deposit insurance corporation.
4. The use of Airport funds for the capital and operating costs of the Airport, including to acquire real and personal property and improve Airport property, is not subject to this



Statement of Investment Policy but rather to federal law and Federal Aviation Administration policy on the permissible use of airport revenue.

5. The Airport Executive Director or finance director shall provide regular financial reports to the Board. No less than annually, the Airport Executive Director or finance director shall share with the Board a written report on deposits and investment activity.
6. The deposit, withdrawal, and transfer of Airport funds to, from and among the Authorized Investments shall be subject to the Resolution Concerning Execution of Documents Pertaining to Bank Accounts (Banking Resolution) and any other internal controls and signature authorization designed to prevent fraud and error.
7. Unless sooner amended by the Board, the foregoing policy shall remain effective until repealed or amended.

PASSED AND ADOPTED this 15<sup>th</sup> day of August, 2023.

Board Members Voting AYE

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Board Members Voting NAY

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GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

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ATTEST:

Chairman

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Clerk

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Resolution No. 2023-010 New Purchasing and Procurement Policy		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution 2023-010, Approving Purchasing and Procurement Policy		
SUMMARY:	<p>The Airport Authority procures good 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 current version of the Purchasing and Procurement Policy was adopted by the Board in 2019. Since that time, there have been changes in federal and state law, including the recent amendment to the Colorado Public Airport Authority Act. The Board also has adopted a Delegation of Authority to enumerate the respective powers of the Board and Executive Director. All of these factors militate strongly for a comprehensive update to the Purchasing and Procurement Policy.</p> <p>The Purchasing and Procurement Policy has been restructured from the prior version, to better differentiate the procurement methods to be used and provide a practical guide for current and future Airport Staff. Increased treatment is provided for projects supported with federal grant-in-aid, which are considerable and have distinct requirements. Effort also has been made to implement the new state requirements for the competitive procurement of capital improvement projects, new vehicles and new equipment.</p> <p>The attached document was prepared by the Authority's legal counsel, has been reviewed by Airport Staff and the Board's Ad Hoc Governance Committee, and was presented to the Board as a discussion item at its Regular Meeting in July 2023.</p> <p>Staff recommends that the Board approve the Purchasing and Procurement Policy, to take effect immediately and apply to the purchase of goods and services going forward.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	None		
ATTACHMENTS:	Resolution No. 2023-010, Resolution of the Board of Commissioners Adopting a New Purchasing and Procurement Policy		
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>		

**RESOLUTION NO. 2023-010**  
**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 August 15, 2023.
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 20, 2019.
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 15th day of August, 2023.

Board Members Voting AYE

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Board Members Voting NAY

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GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

ATTEST:

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Chairman

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Clerk

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**  
**PURCHASING AND PROCUREMENT POLICY**

Effective Date: August 15, 2023

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**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 and Airport 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 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 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 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 or Airport 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. Purchases over \$5,000 and up to \$10,000
  - 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's designee
- C. Purchases over \$10,000 and up to \$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.
- D. Purchases over \$50,000 and up to \$100,000



1. Competitive procurement shall be required, except as provided herein.
  2. Executive Director is authorized to approve the purchase and execute the purchase order or contract, provided the Executive Director or Budget Officer confirms that the maximum contract liability is within the Board-approved budget for the good or service.
- E. Purchases over \$100,000
1. Competitive procurement is required, except as provided herein.
  2. All purchases and contracts must be approved, prior to purchase or contract execution, by a majority of the Board of Commissioners.
  3. Once the purchase or contract has been approved in a public meeting by the Board of Commissioners, the Board Chair, Executive Director, or the Executive Director's designee in the Executive Director'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 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.
- F. 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. Airport 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. The Authority shall disqualify any vendor or bidder that has been suspended, debarred or otherwise declared ineligible to receive federal grant-in-aid. Airport 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 \$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 may issue a request for information, request for expressions of interest or similar document to collect information and assess market interest in a potential project. In such instances, the Executive Director 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 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 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 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 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 (\$5,000 - \$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 and \$50,000. Airport 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 typically should be in writing but may be verbal if circumstances warrant.
- B. Airport Staff typically shall select the firm or individual offering to provide the good or service at the lowest price; however, Airport 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 \$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 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 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, 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. If the value of the purchase order or contract exceeds \$100,000, the Executive Director shall select the vendor

or contractor, negotiate the purchase order or contract, 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 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 \$100,000, Board approval shall be required for any amendment or change order that would increase the maximum contract liability above \$100,000.

## **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 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 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 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 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 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, 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's Designee	Executive Director	GJRAA Board	RFP/RFQ Required
<b>Goods, Materials, Supplies and General Services</b>						
\$0 - \$5,000	None	No	X			
\$5,000.01 - \$10,000	3	No	X			
\$10,000.01 - \$50,000	3	Yes		X		
\$50,000.01 - \$100,000	Yes	Yes		X		Yes
Over \$100,000	Yes	Yes		X	X	Yes

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Resolution 2023-011 - Appoint Budget Officer and Treasurer		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2023-011 to appoint Angela Padalecki as the Budget Officer and Treasurer.		
SUMMARY:	<p>Colorado Revised Statutes 29-1-104 requires the governing body of each local government to designate a person to prepare the budget and submit the same to the governing body. This designation is intended to be temporary, and a further designation will be made upon the hiring of a new Finance Manager.</p> <p>According to the Bylaws, the Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.</p>		
REVIEWED BY:	Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Resolution 2023-011		
STAFF CONTACT:	Angela Padalecki Email: <a href="mailto:apadalecki@gairport.com">apadalecki@gairport.com</a> Office: 970-248-8588		

**RESOLUTION NO. 2023-011**  
**RESOLUTION OF THE BOARD OF COMMISSIONERS**  
**APPOINTING THE EXECUTIVE DIRECTOR**  
**AS THE BUDGET OFFICER**

**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 GJRAA is subject to the Local Government Budget Law of Colorado, Colorado Revised Statutes (C.R.S.), Title 29, Article 1, Part 1 (“Budget Law”); and

**WHEREAS**, the Budget Law, at C.R.S. § 29-1-104, requires the governing body of each local government to “designate or appoint a person to prepare the budget and submit the same to the governing body”; and

**WHEREAS**, the Budget Law, at C.R.S. § 29-1-103 and § 29-1-105, sets forth the procedural and substantive requirements for preparing the annual budget; and

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

1. The Board hereby designates Angela Padalecki, Executive Director, pursuant to C.R.S. Section 29-1-104, to be responsible for preparing the budget and submitting the same to the Board. For internal purposes, this role is designated as the “Budget Officer”.
2. The Board hereby directs all GJRAA employees to provide the Budget Officer, upon request, with true and accurate information on actual spending and estimates of anticipated spending for purposes of preparing GJRAA’s budget.

PASSED AND ADOPTED this 15th day of August, 2023.

Board Members Voting AYE

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Board Members Voting NAY

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GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

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ATTEST:

Chairman

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Clerk