

GRAND JUNCTION REGIONAL AIRPORT



C O L O R A D O
AIRPORT of the YEAR

BOARD PACKET

AUGUST 17, 2021

Grand Junction Regional Airport Authority



Date: August 17, 2021

Location:

GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DRIVE
GRAND JUNCTION, CO 81506
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM
Masks Required for all in-person attendees

or

Electronic Meeting

Link: <https://us02web.zoom.us/j/89835604267>

Time: 5:15 PM

REGULAR MEETING AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Commissioner Comments

V. Citizens Comments

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

VI. Consent Agenda

- A. July 20, 2021 Meeting Minutes _____ 1
- Approve the July 20, 2021 Board Meeting Minutes.
- B. August 3, 2021 Meeting Minutes _____ 2

August 17, 2021

- Approve the August 3, 2021 Special Board Meeting Minutes.
- C. Quote for Painting Exterior Terminal Beams and Pillars _____ 3
 - Authorize the Executive Director to accept the quote from SunShine Painting in the amount of \$12,420 to prepare and paint the exterior beams and pillars along the front entrance of the airport.
- D. American Association of Airport Executives Training Course _____ 4
 - Authorize the Executive Director to accept the proposal from the American Association of Airport Executives (AAAE) to provide an on-site training and review course for the AAAE Certified Member Program up to a maximum cost of \$24,000.
- E. Intergovernmental Agreement with the Colorado Department of Transportation – Bustang Service at the Grand Junction Regional Airport _____ 5
 - Authorize the Executive Director to sign an Intergovernmental Agreement (IGA) between the Grand Junction Regional Airport Authority and the Colorado Department of Transportation to provide access for daily fixed-route Bustang service at the Grand Junction Regional Airport consistent with the draft IGA.

VII. Action Items

- A. Preauthorize acceptance of an AIP Grant Agreement for Runway 11/29 Grading and Drainage Construction _____ 6
 - Authorize the Chairman to accept an FAA AIP grant for the Runway Grading and Drainage Construction project, consistent with the Draft AIP Grant Agreement and grant application and authorize the Executive Director to sign the corresponding co-sponsorship agreements with the City of Grand Junction and Mesa County.

VIII. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge) _____ 7
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Ben Peck)
- E. Project Report (Colin Bible)

IX. Any other business which may come before the Board

X. Adjournment



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
July 20, 2021

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on July 20, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

Commissioners Present:

Tom Benton (Chairman)
Erling Brabaek
Rick Taggart
Ron Velarde
Linde Marshall
Thaddeus Shrader

Airport Staff:

Angela Padalecki (Executive Director)
Dan Reimer (Counsel)
Sarah Menge
Cameron Reece (Clerk)
Ben Peck
Dylan Heberlein

Guests:

Sam Siebold, Twin Otter
Fred Suevel, CAF
Jeremey Lee, Mead and Hunt
Jen Boehm, Mead and Hunt
Colin Bible, Garver
Brian Mohr, InterVISTAS
Colin Bible, Garver
Perry Havenar, AECOM
Josh Cohn, InterVISTAS
Cole Miller, KLJ Engineering
Brad Rolf, Mead and Hunt
Dana Abbot, KLJ Engineering
Kyle Williams, AECOM
Sam Klomhaus, Daily Sentinel
Lisa Meacham
Rumzei Abdallah, Plante Moran

II. National Anthem

III. Approval of Agenda

Commissioner Shrader made a motion to approve the July 20, 2021 Board Agenda. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

IV. Commissioner Comments

Commissioner Benton made a comment about how good the plaque that is hanging on the wall outside room that the Airport received as Airport of the year is very nicely positioned.

Commissioner Brabaek commented that he has never seen 2 big airplanes leave the airport on trailers in the same month. Had a Queen Air and King air on trailers outside the airport. Such a rarity.

V. Citizen Comments

No Citizen Comments

VI. Consent Agenda

A. June 15, 2021 Meeting Minutes

Approval of June 15, 2021 Board Meeting Minutes

B. 2020 Audit Acceptance

Accept the 2020 audited financial statements and supplemental schedules of the Grand Junction Regional Airport Authority.

C. GJRAA Employee Health Insurance

Approve the proposed health insurance plans and cost sharing as outlined in the Agenda Item Summary for the plan year of September 1, 2021 through August 31, 2022 and authorize the Executive Director to sign all plan documents and approve invoices.

D. Air Service Incentive Program Revisions

Adopt the proposed revisions to the air service incentive program to modify the goals and remove incentives that were specifically intended to restore service lost during the pandemic.

E. Repair and Service of Gate 3 Passenger Loading Bridge

Authorize the Executive Director to accept the quote from Ameribridge to perform repairs and servicing of the passenger loading bridge for a total cost of \$26,756.

Commissioner Brabaek made a motion to approve the Consent Agenda. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Marshall abstained from item C. "GJRAA Employee Health Insurance" since RMHP is her client and a conflict of interest, but yes for items A., B., D., and E.; Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; and Commissioner Velarde, yes. The motion carries.

VII. Action Items

A. Grant Agreement AIP 71 - Airport Coronavirus Relief Grant Program (ACRGP) Concession Relief Addendum

Commissioner Taggart made a motion to Accept FAA AIP Grant No. 3-08-0027-071-2021 in the amount of \$53,547 for concession relief under the ACRGP and authorize the Executive Director to sign the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

B. Resolution 2021-006 Delegation of Authority to Administer Concession Relief

Commissioner Brabaek made a motion to Adopt Resolution No. 2021-006 to delegate authority to the Executive Director and Finance Director to develop Concession Relief Plans under the ACRGP and ARPA and allow modifications to the requirements to collect rent and minimum annual guarantees under the concession agreements. Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

C. Garver Work Order Amendment for Services on the West Apron and Run-up Pad Project

Commissioner Shrader made a motion to Approve Garver Work Order No. 11 Amendment No. 1 decreasing total costs by \$44,575 for changes in the cost of construction observation, materials testing, and construction administration services for the west apron replacement and run-up pad construction project and authorize the Executive Director to sign the amendment. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

D. ESCO Construction Co. Change Orders No. 1 and No. 2

Commissioner Brabaek made a motion to Approve Change Orders No. 1 and No. 2 to the ESCO Construction Co. contract in the amount of \$96,717.50 for additional work including: joint sealant near the deice pad, seal coat millings adjacent to the run-up pad, and adding electrical infrastructure on the deice pad for ground support equipment and authorize the Executive Director to sign the change orders. Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

E. United Companies Change Order No. 1

Commissioner Shrader made a motion to Approve Change Order No. 1 to the United Companies construction contract for Runway 11-29 Rehabilitation to perform additional crack seal, seal coat, and remarking services to portions of GJRAA owned pavement in the general aviation area not to exceed \$50,000 and authorize the Executive Director to sign the change order. Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Shrader, yes; Commissioner Taggart, yes; Commissioner Marshall, yes; and Commissioner Velarde, yes. The motion carries.

VIII. Discussion

- A. Legal and Legislative Update
- B. Airport Development Plan Update

IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge)
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Ben Peck)
- E. Project Report (Colin Bible)

X. Any other business which may come before the Board

XI. Adjournment

The meeting adjourned at approximately 7:34pm.

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

Tom Benton, Board Chairman

ATTEST:

Cameron Reece, Clerk to the Board



Grand Junction Regional Airport Authority Board
Special Board Meeting
Meeting Minutes
August 3, 2021

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on August 3, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

Commissioners Present:

Tom Benton (Chairman)
Clay Tufly (Vice Chairman)
Erling Brabaek
Linde Marshall
Thaddeus Shrader
Ron Velarde

Guests:

Brad Rolf, Mead and Hunt
Jeremy Lee, Mead and Hunt
Colin Bible, Garver
Sam Klomhaus, Daily Sentinel

Airport Staff:

Angela Padalecki (Executive Director)
Dan Reimer (Counsel)
Cameron Reece (Clerk)
Shelagh Flesch
Ben Peck
Dylan Heberlein

II. National Anthem

III. Approval of Agenda

Commissioner Velarde made a motion to approve the August 3, 2021 Board Agenda. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.

IV. Commissioner Comments

No Commissioner comments were made.

V. Citizen Comments

No citizen comments were made.

VI. Action Items

A. Grant Application – Runway 12-30 Grading and Drainage Package Construction

Commissioner Marshall made a motion to Authorize the Executive Director to sign the AIP grant application for \$20,000,000 for submittal to the FAA for the Runway 12-30 Grading and Drainage Construction. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

B. Grant Knott Laboratory Task Order #1 to Design Airfield Improvements

Commissioner Shrader made a motion to Authorize the Executive Director to accept the Engineering Proposal & Terms of Engagement with Knott Laboratories for a total cost of \$21,000 to complete a design to repair the concrete stairs and ramp outside Gate #2 and a temporary repair to the Gate #6 ground-boarding pathway. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

VII. Discussion

- A. Bustang Service at GJT

VIII. Any other business which may come before the Board

IX. Adjournment

The meeting adjourned at approximately 5:58pm

Audio recording of the complete meeting can be found at

https://qjairport.com/Board_Meetings

Tom Benton, Board Chairman

ATTEST:

Cameron Reece, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Quote for Painting Exterior Terminal Beams and Pillars		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to accept the quote from SunShine Painting in the amount of \$12,420 to prepare and paint the exterior beams and pillars along the front entrance of the airport.		
SUMMARY:	The beams and columns along the terminal building curbside are in need of painting and sealing. Staff solicited three quotations for the work from local vendors to complete the work and SunShine Painting provided the lowest quote of \$12,420. The painting will continue the terminal refresh efforts and carry the selected color palette to the exterior of the building.		
REVIEWED BY:	Executive Director, Facilities Director, and Finance Director		
FISCAL IMPACT:	\$12,420		
ATTACHMENTS:	SunShine Painting Service, Inc. Quotation		
STAFF CONTACT:	Ben Peck bpeck@gjairport.com 970-248-8589		



SunShine Painting

202 North Ave., #176
Grand Junction, CO 81501
(970) 260-6060
www.SunShinePainting.net

john@sunshinepainting.net

Quote



Proposal Date: **06/30/2021**

PROPOSAL SUBMITTED TO	EMAIL	HOME PHONE	CELL PHONE
Grand Junction Regional Airport	bpeck@gjairport.com		970-261-3624
ADDRESS	CONTACT	FAX	WORK PHONE
2828 Walker Field Drive Suite 301	same		
CITY, STATE, AND ZIP CODE	JOB NAME AND ADDRESS (if different)		
81506	same		

We submit specifications for: Exterior Prep and Painting of all green beam work and pillars along front entrance way of airport

- All surfaces should be pressure washed. *
- and
- will be pressure washed if water is available and is allowed by facility
- Any loose or peeling paint will be scraped or wire brushed.
- All bare surfaces will be spot primed.
- Any defective caulking will be re-caulked.
- All painted surfaces will receive one or more coats as needed of paint (New colors).
- All material will be high quality from Sherwin-Williams Co., Diamond-Vogel or Home Depot.
- All unpainted surfaces will be protected from paint.
- All areas and surfaces not listed above are excluded from this quote


Material & Labor will be furnished in accordance with these specifications for the sum of:

TWELVE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$12,420)

An additional coat of paint (if needed because of color change) will cost extra.

Terms of payment shall be as follows: UPON COMPLETION / Due Upon Receipt

Conditions: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the Painting & Decorating Contractors of America standards. Any alteration or deviation from above specifications involving extra costs will be executed only upon customer order, and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents or delays beyond our control. Property owner will carry fire and other necessary insurance. Our workers are fully covered by Workman's Compensation and liability insurance. Any amounts not paid when due shall bear interest at 18% annum until paid. If SunShine Painting brings suit or other legal proceedings to enforce this contract, the customer shall pay reasonable attorney's fees and costs. If lead safe renovation is needed to complete the work, this contract is void.

Respectfully Submitted by Sunshine Painting  John Krusnoski

This offer may be withdrawn or modified by us if not accepted within **20** days.

Acceptance of this offer: The above price, specification and conditions are satisfactory and are accepted. SunShine Painting Services, Inc. is authorized to do the work as specified. Payment shall be made as stated above.

Date of Acceptance _____ **Signature** _____

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	American Association of Airport Executives Training Course		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to accept the proposal from the American Association of Airport Executives (AAAE) to provide an on-site training and review course for the AAAE Certified Member (CM) Program up to a maximum cost of \$24,000.		
SUMMARY:	<p>AAAE is one of the largest professional organizations for airport executives and provides trainings, meetings, conferences, and an airport accreditation program for airport operators. GJRRA has requested that AAAE bring a training course to Grand Junction for GJT employees and employees at surrounding airports to take advantage of the training without paying additional out of pocket costs for travel.</p> <p>AAAE requires a minimum attendance of 15 individuals @ \$1,600 for a total guaranteed cost of \$24,000 (excluding required membership dues). This training is typically held at the AAAE office in Dallas and registration there is \$2,100 per participant; we will save \$500 per person on training expenses plus \$1,000+ on travel expenses by hosting the training in Grand Junction, in addition to allowing more employees to participate because they don't have to travel.</p> <p>GJRRA will host the training for our own interested employees and may also invite airport employees from the surrounding GA and Nonhub airports to attend to satisfy the minimum attendance requirements if necessary. The cost for any non-employee attendees from other airports will be paid for by the sponsoring airport at the full cost of \$1,600/person and will not be paid for by GJRRA.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	Up to \$24,000 (\$1,600) per individual for the on-site training course.		
ATTACHMENTS:	AAAE - CM. On-Site Review Course Agreement		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		

**C.M. On-site Review Course Agreement**

Grand Junction Regional Airport will Host the AAAE C.M. On-site Review Course and will be invoiced for the full cost of the course for their staff (at the costs indicated below). Grand Junction Regional Airport can invite employees to attend from local GA and Nonhub airports, in addition to their direct employees.

American Association of Airport Executives (AAAE) shall be responsible for the business and logistical arrangements of the meeting, which shall include but are not limited to:

- Providing an instructor from 8 a.m. – 5 p.m. Monday through Friday, October 25-29, 2021, with exam administration following the course.
- AAAE staff person to coordinate logistics prior to the course.
- Printing, producing and shipping all course materials.
- Coordinating program and agenda with instructor.

Grand Junction Regional Airport shall be responsible for meeting space and A/V equipment, which shall include, but is not limited to:

- Meeting space designed to accommodate candidates in pod style seating.
- Wireless internet access Monday through Friday.
- A projector, screen, lav mic, patch to house sound, table in front and back of room for instructor and AAAE staff, power strips and any extension cords.
- Submitting payment to AAAE of 15-20 individuals at \$1,600 pp, 21-25 at \$1,400 pp, or 26 or more individuals at \$1200 pp. All attendees must be AAAE members (\$275pp) and enrolled in either the A.A.E. (\$250pp) or C.M. (\$225pp) program prior to the course date.

All logistical arrangements and program development for the meeting shall be mutually agreed upon by both organizations.

Cancellation Policy:

In the event Grand Junction Regional Airport cancels this Agreement, they shall reimburse AAAE for all direct and indirect costs incurred in either rescheduling or cancelling the meeting covered by this Agreement. These costs include, but are not limited to, costs associated with printing and shipping of course materials and equipment, costs incurred to cancel or reschedule instructor and AAAE Staff flight, hotel, and car reservations, higher travel costs for the new flight and hotel bookings of the instructor and AAAE staff.

Individuals who cancel their registration prior to October 8, 2021, are subject to a \$125 processing fee and will be processed after the meeting takes place. Cancellations must be directed to the AAAE Accreditation Department in writing. There will be no refunds after this date. Substitutions will be accepted without penalties and no-shows will be billed.

In the event that this course cannot take place due to unforeseen catastrophic circumstances, both parties will agree to reschedule the course. In case of inclement weather, natural disaster(s) or other catastrophic events, Grand Junction Regional Airport will keep AAAE informed as soon as they have word that the event(s) might impact the course so that AAAE can make alternative arrangements.

American Association of Airport Executives

Date

Grand Junction Regional Airport

Date

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Intergovernmental Agreement with the Colorado Department of Transportation – Bustang Service at the Grand Junction Regional Airport		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to sign an Intergovernmental Agreement (IGA) between the Grand Junction Regional Airport Authority and the Colorado Department of Transportation to provide access for daily fixed-route Bustang service at the Grand Junction Regional Airport consistent with the draft IGA.		
SUMMARY:	<p>CDOT has notified GJRAA of their desire to run daily public Bustang Service at the Grand Junction Regional Airport. We believe that having the Bustang service available at the airport will be a benefit to passengers and the region.</p> <p>Typically, ground transportation permits are approved by the Executive Director. However, because CDOT is a department of the Colorado State government, they require IGA's to document state transportation programs.</p> <p>The IGA defines the roles and responsibilities of the GJRAA and CDOT. According to the IGA, the GJRAA will:</p> <ul style="list-style-type: none">• Provide access to all Bustang and Outrider buses via the public access roadways at GJT• Affix the bus stop sign in an appropriate manner• Distribute schedule folders to public <p>The term of the agreement will be ten years from the effective date of the contract, or until the service ceases to further the public interest of the State. Access to the Airport will be provided to CDOT at no cost which is consistent with the treatment of City buses.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Draft State of Colorado Intergovernmental Agreement (Non-Expenditure)		
STAFF CONTACT:	Angela Padalecki, Executive Email: apadalecki@gjairport.com Office: 970-248-8588		

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT (NON-EXPENDITURE)

COVER PAGE

State Agency Colorado Department of Transportation (CDOT)	Contract Number 351001745 SAP Number 21-HTR-XE-00031
Contractor Grand Junction Regional Airport Authority	Contract Performance Beginning Date Effective Date
Contract Authority Colorado Constitution, Article XIV, § 18(2)(a)	Initial Contract Expiration Date Ten years from the Effective Date
Contract Purpose Grand Junction Regional Airport Authority will provide access to CDOT at the Grand Junction Regional Airport for daily public fixed-route Bustang Interregional Bus System and Bustang Outrider Rural Regional Bus System.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none">1. Exhibit A – Statement of Work2. Exhibit B – Sample Option Letter In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none">1. Colorado Special Provisions in §18 of the main body of this Contract.2. The provisions of the other sections of the main body of this Contract.3. Exhibit A, Statement of Work.4. Executed Option Letters (if any).	
Principal Representatives For the State: Michael E. Timlin Colorado Department of Transportation (CDOT) 2829 W. Howard Place #420 Denver, CO 80204 michael.timlin@state.co.us (303) 757-9648 For Contractor: Angela Padalecki, Executive Director Grand Junction Regional Airport 2828 Walker Field Dr. Grand Junction, CO 81506 apadalecki@gjairport.com (970) 244-9100	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signor is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR Grand Junction Regional Airport Authority	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director
By: Angela Padalecki, Executive Director	By: Stephen Harelson, P.E., Chief Engineer
Date: _____	Effective Date: _____

DRAFT

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State Agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of five years or less under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. The total duration of this Contract, including the exercise of any options to extend, shall not exceed

twenty years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

E. Early Termination Where Services No Longer Required

The State and Contractor are entering into this Contract to serve the Contract Purpose set forth on the Cover Page of this Contract. This Contract may be terminable in the event and at such time that the Contract Purpose no longer exists, including, for illustration and without limitation, if the State suspends or eliminates public fixed-route bus service to and from the Grand Junction Regional Airport ("Airport"). Either Party may provide written notice to the other Party in accordance with §14 that the Party providing notice has determined that the Contract Purpose no longer exists and, upon written consent of the other Party, this Contract shall be deemed terminated, subject to Contractor's rights and obligations set forth in § 12.A.i.a.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- C. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

- E. “**Effective Date**” means the date on which this Contract is approved and signed by the Chief Engineer of the Colorado Department of Transportation or designee, as shown on the Signature Page for this Contract.
- F. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- G. “**Extension Term**” means the time period defined in §2.C.
- H. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- I. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- J. “**Initial Term**” means the time period defined in §2.B.
- K. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- L. “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- M. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- N. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- O. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- P. “**Subcontractor**” means any third party engaged by Contractor to aid in performance of the Work.
- Q. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- R. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined elsewhere in this Contract or in an Exhibit shall be construed and interpreted as defined in that section or in that Exhibit.

4. STATEMENT OF WORK

A. General Statement of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. This Contract involves an exchange of resources, goods, or services that shall not result in the expenditure of funds by the State. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services under this Contract. Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractor are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

5. PAYMENTS

- A. This Contract involves an exchange of resources, goods, or services that shall not result in the expenditure of funds by the State. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services under this Contract. Contractor finds that the receipt of tangible and intangible resources, goods, or services from the State is equivalent in value, and therefore acceptable in lieu of payment from the State, for the performance of Work by Contractor required hereunder.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Contract.

B. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. [RESERVED]

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a Breach of Contract.

- D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Contractor shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Worker's Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;

- b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
- iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- v. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- vi. Pollution Legal Liability Coverage
If any operations are anticipated that might in any way result in the creation of a pollution exposure, Pollution Legal Liability Insurance with minimum limits of liability as follows:
 - a. \$1,000,000 each claim; and
 - b. \$1,000,000 annual aggregate.

The policy shall be written on a claims made form, with an extended reporting period of at least two-year following finalization of this Contract.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract prior to the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract prior to the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this Contract, which is the subject of the breach, in whole or in part. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not

cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in the performance schedule. Contractor shall promptly cease performing Work in accordance with the State's directive.

b. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

c. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-101-301(30), C.R.S., for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract, or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Subordination

This Contract shall be subordinate to the provisions of any existing or future agreements between the Contractor and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the Federal Aviation Administration or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the Parties shall engage in good faith negotiations and seek to amend this Contract by mutual consent. In the event the Parties are unable to agree to an amendment after good faith negotiations, the Authority shall have the right to amend this Contract unilaterally to the limited extent necessary to cure the violation of an agreement with the United States, or, if an agreement on an amendment cannot be reached, either party may also terminate the Contract.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when**

requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits the State's or Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

CDOT is requesting access to the Grand Junction Regional Airport (“GJT”) to pick up and drop off passengers on CDOT’s daily public fixed-route Bustang Interregional Bus System and its Bustang Outrider Rural Regional Bus system. This multi-modal connection to air service will allow the citizens and visitors to western Colorado easy transfer between GJT’s air carriers and the regional destinations served by the economical and reliable Bustang and Outrider.

Bustang operates one roundtrip fixed-route public transit trip leaving Denver at 7:00 AM arriving at the Grand Junction Downtown Transfer Facility at 12:40 PM. The return trip departs Grand Junction at 12:35 PM arriving in Denver at 6:20 PM. Bustang makes several intermediate regional stops at Parachute, Rifle, & Glenwood Springs.

Outrider operates one roundtrip fixed-route transit trip leaving Durango at 6:40 AM, arriving at the Grand Junction Downtown Transfer Facility at 12:23 PM; the return trip departs Grand Junction at 1:25 PM arriving back in Durango at 7:10 PM. Outrider stops include the following regional locations: Delta, Montrose, Ridgeway, Placerville and Telluride. One additional Outrider schedule will begin service mid-summer 2021, originating at Telluride at about 7:20 AM arriving in Grand Junction at 10:10 AM with the return trip departing Grand Junction at 3:30 PM arriving back in Telluride at 6:25 PM.

CDOT shall:

- Pick up and drop off all passengers and their luggage at the designated bus stop adjacent to the rental car lot (Exhibit A) or at such alternate bus stop location as may be designated by the Grand Junction Regional Airport Authority from time-to-time
- Provide a bus stop sign to be placed on or near the bus shelter
- Designate the Grand Junction Regional Airport as a daily stop for the Bustang Interregional West Line and Bustang Outrider Rural Durango – Grand Junction Line in all printed and online schedules and sell tickets for departures from and arrivals to GJT
- Provide an updated printed schedule on or near the bus shelter
- Provide updated printed schedule folders to the Airport staff for distribution to the public

Grand Junction Regional Airport Authority shall:

- Provide access to all Bustang and Outrider buses via the public access roadways at GJT
- Affix the bus stop sign in an appropriate manner
- Distribute schedule folders to public

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Option Contract Number Insert CMS Number or Other Contract Number of this Option	
Contract Performance Beginning Date The later of the Effective Date or Month Day, Year	
Current Contract Expiration Date Month Day, Year	

1. **OPTIONS:**

Option to extend for an Extension Term

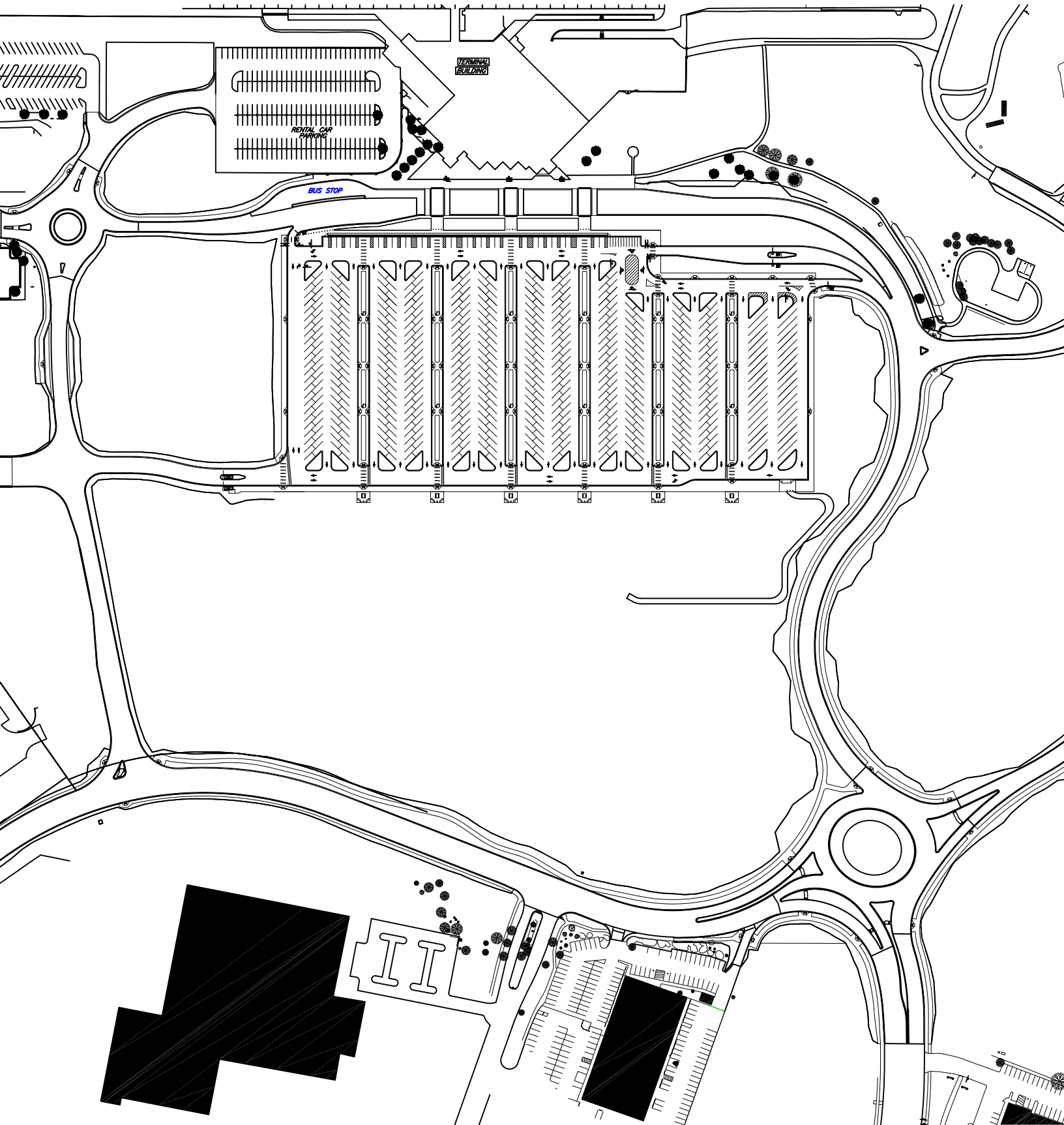
2. **REQUIRED PROVISIONS:**

For use with Option: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr/> <p style="text-align: center;">By: Stephen Harelson, P.E., Chief Engineer</p> <p style="text-align: center;">Option Effective Date: _____</p>



Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Preauthorize acceptance of an AIP Grant Agreement for Runway 11/29 Grading and Drainage Construction		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Chairman to accept an FAA AIP Grant for the Runway Grading and Drainage Construction project, consistent with Draft AIP Grant Agreement and grant application and authorize the Executive Director to sign the corresponding co-sponsorship agreements with the City of Grand Junction and Mesa County.		
SUMMARY:	<p>The GJRAA Board approved an Airport Improvement Program (AIP) grant application on August 3rd for the runway grading and drainage construction project, which is part of the Runway 11/29 Replacement Program. The FAA has indicated that if we should be awarded a grant, it will be in mid-September and the turnaround time for signatures will be extremely short. They provided the attached draft AIP grant award for your review and action – at this time, only the grant award amount is unknown. The grant application was for up to \$20 million.</p> <p>To ensure the Airport remains positioned to capture any grant funding the FAA has available, staff recommends the Board authorize the Chairman to accept an AIP grant award should it be offered and consistent with the terms of the grant application and the attached draft grant agreement. This authorization will enable the Chairman and Executive Director to execute the required documentation within the date range specified in the grant documents even if the window is very short. We will seek similar authorization from the City of Grand Junction and Mesa County Commissioners in the coming weeks.</p> <p>The grant will cover 100% of the project costs and will not require any match from the airport. The FAA anticipates grants in the next Federal fiscal year, which begins Oct. 1, will again require a 10% matching contribution from the Airport.</p> <p>In addition to the grant offer, the Authority must provide to the FAA co-sponsorship agreements signed by the County and the City as sponsors of the Airport Authority. We are requesting that the Executive Director be authorized to sign the co-sponsorship agreements with the final grant amount when received.</p>		
REVIEWED BY:	Executive Director, Program Manager (Colin Bible), and Legal Counsel		
FISCAL IMPACT:	<u>Funding Sources</u> Federal – up to \$20,000,000 State - \$0 GJRA - \$0 Total - \$20,000,000		
ATTACHMENTS:	1. Draft AIP Grant Offer 3-08-0027-072-2021 2. Draft Co-sponsorship Agreement (City of Grand Junction) 3. Draft Co-sponsorship Agreement (Mesa County)		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		



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

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

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

Mr. Greg Canton, 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

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

Dear Mr. Canton, Ms. Rowland, and Mr. Benton,

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-072-2021 at the Grand Junction Regional Airport. Please read this letter and the Grant Offer carefully.

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

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The grant must be executed no later than September 17, 2021, in order for the grant to be valid.
- The sponsor's authorized representative must execute the grant by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the grant offer.
- Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR § 200.305, 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.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA’s Denver Airports District Office.

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 assure your organization will comply with applicable audit requirements and standards.

Jesse Lyman is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Jesse at (303) 342-1262.

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

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

**FAA 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>
FY2021 AIP Grant Number	<u>3-08-0027-072-2021 [Contract No. DOT-FA21NM-1080]</u>
Unique Entity Identifier	<u>15-613-5394</u>

TO: City of Grand Junction and County of Mesa, Colorado and the Grand Junction Regional Airport Authority
 (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 3, 2021, 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 (Phase 11 – Grading and Drainage)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); 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 100.00 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 \$XX,XXX,XXX.

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;
 \$XX,XXX,XXX 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 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 § 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, 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, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. 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 17, 2021, 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/SAM/pages/public/index.jsf>.

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

- 13. **Informal Letter Amendment of 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.

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. **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 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.

18. 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.

19. 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 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 (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. 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.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. 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 condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. 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.**23. 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.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. 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).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **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.

SPECIAL CONDITION

25. **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 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.
26. **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.
27. **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).
28. **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.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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{Sig_es_:signer1: signature}}
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(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

{{Sig_es :signer2: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es :signer2: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es :signer2: title}}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

By:

{{Sig_es :signer3: signature}}

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 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.

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

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

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

{{Sig_es :signer4: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es :signer4: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es :signer4: title}}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). 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.⁵

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

By:

{{Sig_es :signer5: signature}}

(Signature of Sponsor's Attorney)

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

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

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

COUNTY OF MESA, COLORADO

(Name of Sponsor)

{{Sig_es :signer6: signature}}

(Signature of Sponsor's Authorized Official)

By: {{N_es :signer6: fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es :signer6: title}}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). 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.⁷

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

By:

{{Sig_es :signer7: signature}}

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. 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.
- b. 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.
- c. 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, 25, 30, 32, 33, and 34 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 project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 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 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement 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 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.

- o. 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.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 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.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure 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.

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 section 44706 of Title 49, United States Code, 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, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 Section 47112 of Title 49, United States Code. 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 airmen 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 Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 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 Section 47107 of Title 49, United States Code.

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, or rights in buildings of the sponsor 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.

- a. 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, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, 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 City of Grand Junction and County of Mesa, Colorado and the Grand Junction Regional Airport Authority, 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 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, creed, sex, age, or handicap 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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, (1) 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of

Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of August 3, 2021.

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 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 1936 (31 U.S.C. 3801).

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 section 47102 of title 49, U.S.C.) 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 _____, 2021, 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. 3-08-0027-072-2021 (“Project”).

D. The FAA is willing to provide \$ _____ 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 _____, 2021, 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. 3-08-0027-072-2021 (“Project”).

D. The FAA is willing to provide \$ _____ 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 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 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

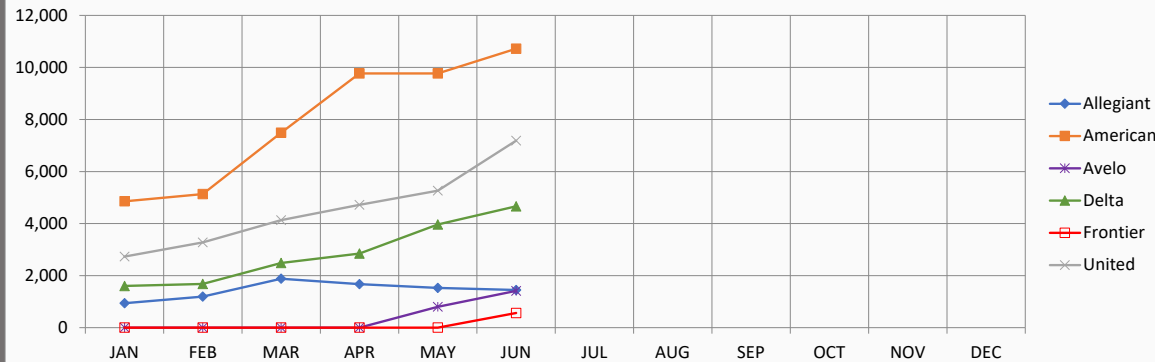
MESA COUNTY, COLORADO

By _____
Janet Rowland, Chair
Board of County Commissioners

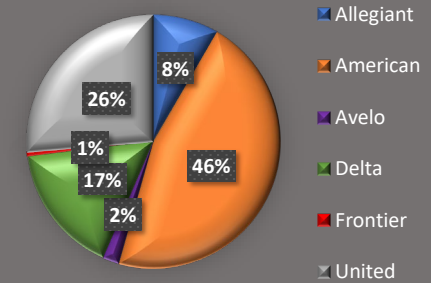


GRAND JUNCTION REGIONAL AIRPORT

June 2021
DATA & STATISTICS



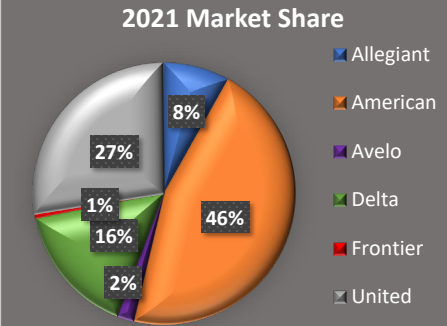
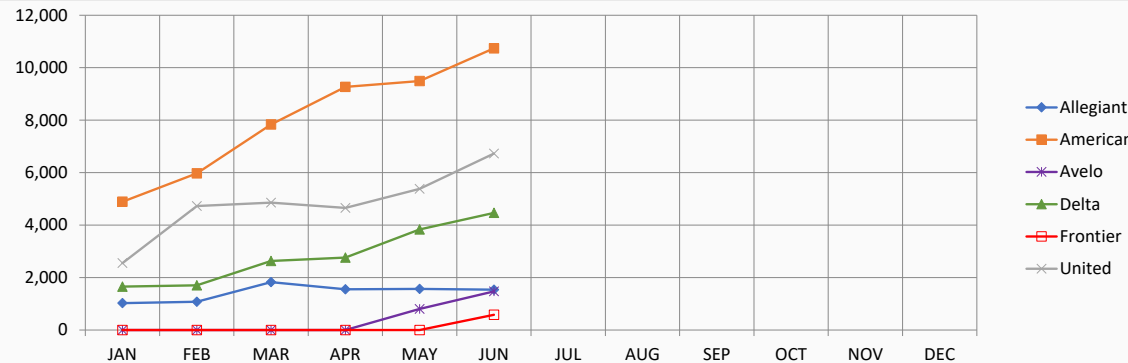
2021 Market Share



2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air Charters	Charters	Total	Annual Inc/Dec
JAN	939	4,854	0	1,603	0	2,731	0	0	10,127	↓ -55.0%
FEB	1,194	5,135	0	1,681	0	3,275	0	150	11,435	↓ -47.2%
MAR	1,880	7,492	0	2,486	0	4,134	0	0	15,992	↑ 28.3%
APR	1,675	9,768	0	2,846	0	4,718	0	0	19,007	↑ 1523.1%
MAY	1,530	9,766	800	3,962	0	5,262	50	0	21,370	↑ 499.1%
JUN	1,449	10,720	1,414	4,664	564	7,187	0	0	25,998	↑ 305.3%
JUL									0	
AUG									0	
SEP									0	
OCT									0	
NOV									0	
DEC									0	
TOTAL	8,667	47,735	2,214	17,242	564	27,307	50	150	103,929	
Market Share	8.34%	45.93%	2.13%	16.59%	0.54%	26.27%	0.05%	0.14%	100.00%	

2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air Charters (APA)	Charters	Total
JAN	2,187	10,698	0	3,354	0	5,493	678	82	22,492
FEB	1,913	9,880	0	3,080	0	5,927	689	159	21,648
MAR	1,167	5,577	0	1,874	0	3,510	336	0	12,464
APR	0	721	0	158	0	292	0	0	1,171
MAY	476	2,275	0	296	0	520	0	0	3,567
JUN	1,699	3,318	0	751	0	646	0	0	6,414
JUL	1,856	5,006	0	1,778	0	2,556	0	0	11,196
AUG	1,156	5,509	0	2,491	0	3,139	0	0	12,295
SEP	699	7,078	0	2,720	0	2,749	0	0	13,246
OCT	700	7,746	0	2,939	0	5,196	0	0	16,581
NOV	988	5,560	0	2,322	0	3,722	0	47	12,639
DEC	1,160	5,602	0	1,932	0	3,434	0	0	12,128
TOTAL	14,001	68,970	-	23,695	-	37,184	1,703	288	145,841
Market Share	9.60%	47.29%	0.00%	16.25%	0.00%	25.50%	1.17%	0.20%	100.00%

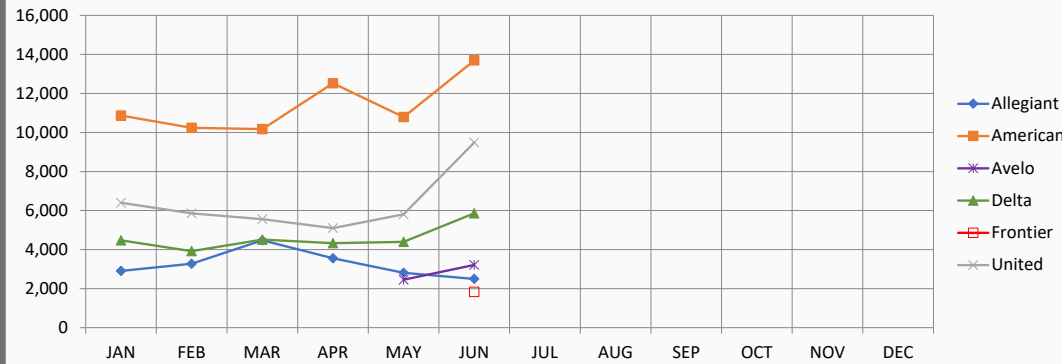
Passenger Deplanements



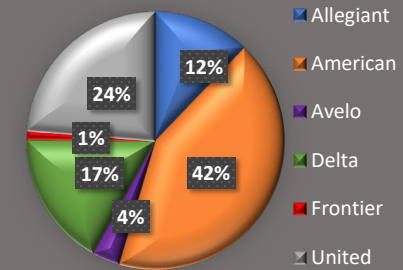
2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air Charters	Charters	Total	Annual Inc/Dec
JAN	1,025	4,890	0	1,656	0	2,551	0	0	10,122	↓ -58.1%
FEB	1,076	5,971	0	1,707	0	4,726	0	150	13,630	↓ -41.2%
MAR	1,826	7,840	0	2,632	0	4,857	0	0	17,155	↑ 26.2%
APR	1,552	9,269	0	2,764	0	4,653	0	0	18,238	↑ 1435.2%
MAY	1,571	9,492	804	3,838	0	5,385	50	0	21,140	↑ 507.8%
JUN	1,541	10,740	1,473	4,465	581	6,728	0	0	25,528	↑ 292.2%
JUL									0	
AUG									0	
SEP									0	
OCT									0	
NOV									0	
DEC									0	
TOTAL	8,591	48,202	2,277	17,062	581	28,900	50	150	105,813	
Market Share	8.12%	45.55%	2.15%	16.12%	0.55%	27.31%	0.05%	0.14%	100.00%	

2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air (APA)	Charters	Total
JAN	2,031	10,110	0	3,752	0	7,638	637	0	24,168
FEB	1,906	9,706	0	3,563	0	7,173	651	167	23,166
MAR	1,252	5,993	0	1,918	0	4,126	308	0	13,597
APR	0	590	0	214	0	384	0	0	1,188
MAY	421	2,327	0	323	0	407	0	0	3,478
JUN	1,759	3,399	0	762	0	589	0	0	6,509
JUL	1,752	4,814	0	1,791	0	2,557	0	0	10,914
AUG	1,144	5,286	0	2,214	0	3,091	0	0	11,735
SEP	666	7,331	0	2,527	0	2,673	0	0	13,197
OCT	611	7,269	0	2,765	0	4,974	0	0	15,619
NOV	979	5,253	0	2,283	0	3,539	0	47	12,101
DEC	1,073	6,057	0	1,903	0	3,714	0	0	12,747
TOTAL	13,594	68,135	-	24,015	-	40,865	1,596	214	148,419
Market Share	9.16%	45.91%	0.00%	16.18%	0.00%	27.53%	1.08%	0.14%	100.00%

Capacity



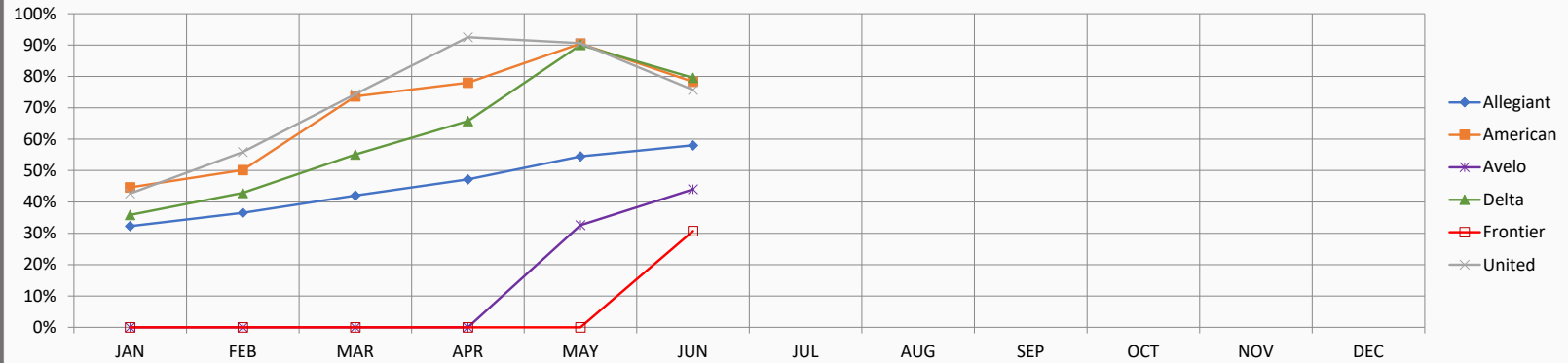
2021 Market Share



2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	2,910	10,873		4,470		6,400	0	0	24,653	↓ -14.7%
FEB	3,270	10,243		3,920		5,860	0	175	23,468	↓ -15.8%
MAR	4,476	10,173		4,510		5,560	0	0	24,719	↓ -2.9%
APR	3,552	12,522		4,326		5,100	0	0	25,500	↑ 196.1%
MAY	2,808	10,796	2,457	4,400		5,808	50	0	26,319	↑ 210.4%
JUN	2,496	13,689	3,213	5,860	1,836	9,490	0	0	36,584	↑ 215.8%
JUL									0	
AUG									0	
SEP									0	
OCT									0	
NOV									0	
DEC									0	
TOTAL	19,512	68,296	5,670	27,486	1,836	38,218	50	175	161,243	
Market Share	12.10%	42.36%	3.52%	17.05%	0	23.70%	0.03%	0.11%	100.00%	

2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total
JAN	2,976	13,112		4,702		6,598	1,320	186	28,894
FEB	2,622	11,874		4,502		7,484	1,200	186	27,868
MAR	2,019	10,989		4,550		7,030	870	0	25,458
APR	0	4,819		1,500		2,294	0	0	8,613
MAY	1,368	4,295		1,100		1,717	0	0	8,480
JUN	4,278	4,230		1,695		1,380	0	0	11,583
JUL	4,167	5,888		4,075		3,552	0	0	17,682
AUG	3,105	7,524		5,310		4,166	0	0	20,105
SEP	1,248	9,599		5,936		2,847	0	0	19,630
OCT	1,248	10,099		5,680		7,342	0	0	24,369
NOV	2,058	10,120		5,032		6,430	0	186	23,826
DEC	2,862	10,226		5,324		6,680	0	0	25,092
TOTAL	27,951	102,775		49,406		57,520	3,390	558	241,600
Market Share	11.57%	42.54%		20.45%		23.81%	1.40%	0.23%	100.00%

Load Factor



2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total
JAN	32%	45%	0%	36%	0%	43%	0%	0%	41%
FEB	37%	50%	0%	43%	0%	56%	0%	86%	49%
MAR	42%	74%	0%	55%	0%	74%	0%	0%	65%
APR	47%	78%	0%	66%	0%	93%	0%	0%	75%
MAY	54%	90%	33%	90%	0%	91%	100%	0%	81%
JUN	58%	78%	44%	80%	31%	76%	0%	0%	71%
JUL									
AUG									
SEP									
OCT									
NOV									
DEC									
TOTAL	44%	70%	39%	63%	31%	71%	100%	86%	64%

2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total
JAN	73%	82%	0%	71%	0%	83%	51%	44%	78%
FEB	73%	83%	0%	68%	0%	79%	57%	85%	78%
MAR	58%	51%	0%	41%	0%	50%	39%	0%	49%
APR		15%	0%	11%	0%	13%	0%	0%	14%
MAY	35%	53%	0%	27%	0%	30%	0%	0%	42%
JUN	40%	78%	0%	44%	0%	47%	0%	0%	55%
JUL	45%	85%	0%	44%	0%	72%	0%	0%	63%
AUG	37%	73%	0%	47%	0%	75%	0%	0%	61%
SEP	56%	74%	0%	46%	0%	97%	0%	0%	67%
OCT	56%	77%	0%	52%	0%	71%	0%	0%	68%
NOV	48%	55%	0%	46%	0%	58%	0%	25%	53%
DEC	41%	55%	0%	36%	0%	51%	0%	0%	48%
TOTAL	50%	67%	0%	48%	0%	65%	50%	52%	60%

2021 Enplaned and Deplaned Airfreight - Lbs

2021 YTD

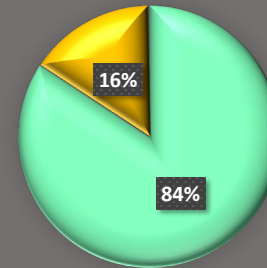
Enplaned Freight 1,749,781
Deplaned Freight 3,049,986

↑ 11.00%
↑ 6.31%

2020 YTD

Enplaned Freight 1,576,339
Deplaned Freight 2,868,993

2021 Market Share



■ FedEx
■ Key Lime
■ American
■ United
■ Delta

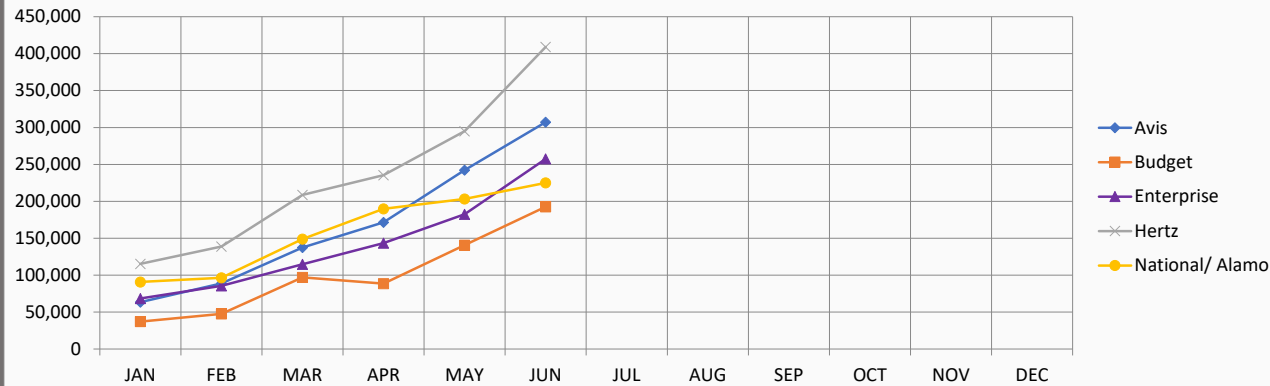
Enplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Annual Inc/Dec
JAN	237,200	26,593	90	49	1,157	265,089	265,089	↓ -14.2%
FEB	166,341	35,227	32	195	2,057	203,852	468,941	↓ -29.8%
MAR	257,387	23,899	-	165	1,811	283,262	752,203	↑ 5.0%
APR	245,234	22,593	107	32	1,682	269,648	1,021,851	↑ 29.7%
MAY	207,718	20,441	78	-	1,541	229,778	1,251,629	↓ -8.7%
JUN	472,875	24,123	3	16	1,135	498,152	1,749,781	↑ 101.2%
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,586,755	152,876	310	457	9,383	1,749,781	1,749,781	
Market Share	90.68%	8.74%	0.02%	0.03%	0.54%	100.00%		

Deplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Month over Month Inc/Dec
JAN	393,875	43,681	9	321	23	437,909	437,909	↓ -8.4%
FEB	318,960	100,256	635	62	229	420,142	858,051	↓ -9.7%
MAR	476,391	102,100	84	408	35	579,018	1,437,069	↑ 33.6%
APR	390,337	125,283	705	171	78	516,574	1,953,643	↑ 7.9%
MAY	404,215	94,773	511	189	229	499,917	2,453,560	↓ -6.5%
JUN	472,875	122,546	5	160	840	596,426	3,049,986	↑ 24.7%
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	2,456,653	588,639	1,949	1,311	1,434	3,049,986	3,049,986	
Market Share	80.55%	19.30%	0.06%	0.04%	0.05%	100.00%		

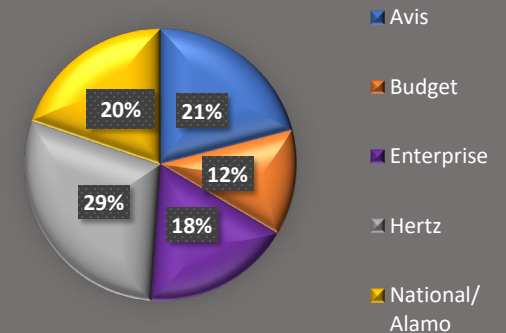
2021 Aircraft Operations

Itinerant						LOCAL			
2021	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	518	480	1,688	116	2,802	1,970	132	2,102	4,904
FEB	530	573	1,443	111	2,657	1,462	76	1,538	4,195
MAR	503	718	1,848	119	3,188	1,454	68	1,522	4,710
APR	517	630	1,673	74	2,894	1,284	60	1,344	4,238
MAY	528	600	1,902	140	3,170	1,244	100	1,344	4,514
JUN	615	740	2,496	133	3,984	872	144	1,016	5,000
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	3,211	3,741	11,050	693	18,695	8,286	580	8,866	27,561
Historical Data	2016	2017	2018	2019	2020	2021	2020-2021 Inc/Dec		
JAN	3,142	3,325	3,320	3,425	3,713	4,904	↑	32.08%	
FEB	3,600	2,888	2,945	3,473	4,378	4,195	↓	-4.18%	
MAR	3,808	4,356	3,931	4,119	3,241	4,710	↑	45.33%	
APR	3,191	3,717	3,670	3,378	2,436	4,238	↑	73.97%	
MAY	3,810	3,821	3,908	4,075	3,826	4,514	↑	17.98%	
JUN	4,080	4,839	4,287	4,293	4,588	5,000	↑	8.98%	
JUL	4,044	3,997	5,195	4,348	4,784	-			
AUG	4,111	4,084	5,139	4,256	5,436	-			
SEP	3,797	3,496	4,161	3,941	4,777	-			
OCT	4,322	3,752	4,600	4,004	5,216	-			
NOV	3,651	3,074	4,092	3,811	4,612	-			
DEC	3,448	2,957	3,612	4,216	4,532	-			
TOTAL	45,004	44,306	48,860	47,339	51,539	27,561			

2021 Rental Car Revenues



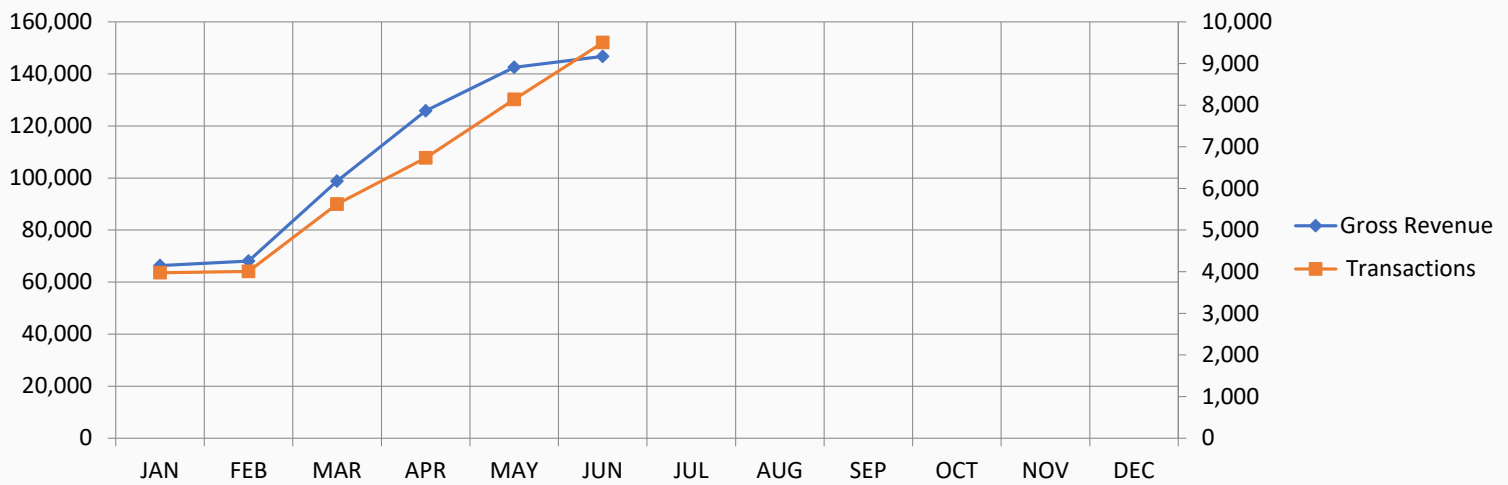
2021 Market Share



2021	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	
JAN	63,490	37,121	68,456	115,341	90,873	375,281	375,281	↓	-45.5%
FEB	88,747	47,482	85,630	138,855	96,619	457,332	832,613	↓	-36.9%
MAR	137,342	97,006	114,654	208,673	148,899	706,573	1,539,186	↓	-11.0%
APR	171,522	88,618	143,501	235,388	189,830	828,859	2,368,045	↑	28.9%
MAY	242,237	140,693	182,533	295,030	203,100	1,063,592	3,431,637	↑	70.0%
JUN	307,265	192,646	257,472	409,070	224,989	1,391,441	4,823,079	↑	100.3%
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
TOTAL	1,010,602	603,565	852,246	1,402,356	954,310	4,823,079	4,823,079		
Market Share	20.95%	12.51%	17.67%	29.08%	19.79%	100.00%			

2020	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	148,148	79,389	107,387	191,822	162,290	689,036	689,036
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,451
MAY	24,990	12,252	70,094	41,400	32,427	181,163	2,018,614
JUN	66,889	34,070	104,997	98,136	85,495	389,587	2,408,201
JUL	129,099	60,887	139,672	108,663	141,798	580,119	2,988,320
AUG	141,420	65,178	171,127	149,434	164,014	691,173	3,679,493
SEP	148,427	81,184	220,120	186,261	180,941	816,933	4,496,427
OCT	171,673	105,320	198,626	218,113	211,286	905,017	5,401,444
NOV	81,714	46,375	142,471	146,286	118,060	534,906	5,936,350
DEC	74,890	43,318	106,597	128,086	88,370	441,262	6,377,612
TOTAL	1,200,415	681,247	1,482,471	1,560,841	1,452,639	6,377,612	
Market Share	18.82%	10.68%	23.24%	24.47%	22.78%	100.00%	

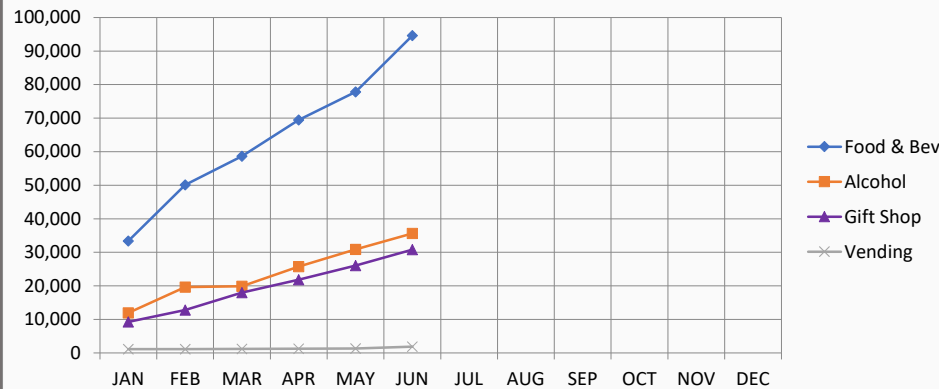
2021 Parking Revenues



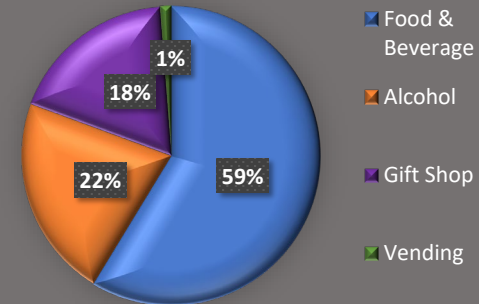
2021	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction
JAN	66,348	3,974	66,348	3,974	\$ 16.70
FEB	68,043	4,007	134,391	7,981	\$ 16.98
MAR	98,838	5,620	233,229	13,601	\$ 17.59
APR	125,854	6,731	359,083	20,332	\$ 18.70
MAY	142,565	8,135	501,648	28,467	\$ 17.52
JUN	146,746	9,501	648,394	37,968	\$ 15.45
JUL					
AUG					
SEP					
OCT					
NOV					
DEC					
TOTAL	648,394	37,968	648,394	37,968	\$ 17.08

2020	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction
JAN	164,404	9,126	164,404	9,126	\$ 18.01
FEB	169,830	8,653	334,234	17,779	\$ 19.63
MAR	105,709	6,139	439,943	23,918	\$ 17.22
APR	10,638	955	450,581	24,873	\$ 11.14
MAY	23,117	2,086	473,698	26,959	\$ 11.08
JUN	34,278	3,313	507,976	30,272	\$ 10.35
JUL	50,058	4,732	558,034	35,004	\$ 10.58
AUG	63,698	4,840	621,732	39,844	\$ 13.16
SEP	73,618	4,900	695,350	44,744	\$ 15.02
OCT	88,822	5,423	784,172	50,167	\$ 16.38
NOV	85,318	4,781	869,490	54,948	\$ 17.85
DEC	68,555	4,818	938,045	59,766	\$ 14.23
TOTAL	938,045	59,766	938,045	59,766	\$ 15.70

2021 Terminal Concessions Revenues



2021 Market Share



2021	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec
JAN	33,403	11,949	9,255	1,131	\$ 55,738	↓ -58.0%
FEB	50,088	19,620	12,802	1,135	\$ 83,645	↓ -36.7%
MAR	58,629	19,854	17,992	1,200	\$ 97,674	↑ 44.6%
APR	69,494	25,759	21,809	1,268	\$ 118,330	↑ 3726.7%
MAY	77,826	30,877	26,036	1,313	\$ 136,052	↑ 723.2%
JUN	94,602	35,625	30,789	1,871	\$ 162,887	↑ 390.4%
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	384,041	143,684	118,682	7,917	654,325	

2020	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	78,821	26,260	24,312	3,465	\$ 132,858
FEB	75,834	29,681	23,246	3,439	\$ 132,200
MAR	38,246	15,689	12,351	1,260	\$ 67,547
APR	2,212	148	288	444	\$ 3,092
MAY	10,000	2,991	3,096	440	\$ 16,528
JUN	19,958	7,584	5,280	396	\$ 33,218
JUL	34,685	11,651	11,964	394	\$ 58,694
AUG	39,515	10,492	14,122	443	\$ 64,572
SEP	45,333	16,705	15,065	714	\$ 77,817
OCT	57,108	18,769	19,913	757	\$ 96,547
NOV	41,169	13,311	13,838	764	\$ 69,082
DEC	43,002	15,232	12,005	866	\$ 71,105
TOTAL	485,884	168,515	155,481	13,382	823,261
Market Share	59%	20%	19%	2%	100%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

06/30/2021

		Month			Budget Variance		Prior Year Variance	
		06/30/2021	06/30/2021	06/30/2020				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	40,000	62,589	22,259	22,589	56.47 %	40,330	181.19 %
2	Terminal rent	102,917	94,949	102,957	(7,968)	(7.74) %	(8,008)	(7.78) %
3	Other (boarding bridge)	1,260	1,696	1,149	436	34.60 %	547	47.61 %
	Total Passenger airline revenue	144,177	159,234	126,365	15,057	10.44 %	32,869	26.01 %
Non-passenger airline revenue								
4	Non-passenger landing fees	8,848	34,296	18,364	25,448	287.61 %	15,932	86.76 %
5	Cargo and hangar rentals	4,608	4,616	4,562	8	0.17 %	54	1.18 %
6	Fuel tax	11,500	18,179	4,422	6,679	58.08 %	13,757	311.10 %
7	Fuel Flowage Fees and Sales	35,200	55,230	34,848	20,030	56.90 %	20,382	58.49 %
8	Other (ramp parking, rapid refuel)	420	1,320	420	900	214.29 %	900	214.29 %
	Total Non-passenger airline revenue	60,576	113,641	62,616	53,065	87.60 %	51,025	81.49 %
	Total Aeronautical revenue	204,753	272,875	188,981	68,122	33.27 %	83,894	44.39 %
Non-aeronautical revenue								
9	Land and building leases	49,300	49,332	49,292	32	0.06 %	40	0.08 %
10	Terminal - restaurant & retail	6,000	16,102	3,283	10,102	168.37 %	12,819	390.47 %
11	Terminal - other	15,041	15,294	15,294	253	1.68 %	-	0.00 %
12	Rental cars	63,043	170,773	57,818	107,730	170.88 %	112,955	195.36 %
13	Parking	59,000	113,360	25,089	54,360	92.14 %	88,271	351.83 %
14	Ground Transportation	2,511	5,639	1,257	3,128	124.57 %	4,382	348.61 %
15	Other (advertising, security fee, vending, etc)	3,975	14,695	2,032	10,720	269.69 %	12,663	623.18 %
	Total Non-aeronautical revenue	198,870	385,195	154,065	186,325	93.69 %	231,130	150.02 %
	Total Operating revenues	403,623	658,070	343,046	254,447	63.04 %	315,024	91.83 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

06/30/2021

		06/30/2021	6/30/2019	Variance to 2019	
		Actual	Actual	\$ Var	% Var
Operating revenue					
Aeronautical revenue					
Passenger airline revenue					
1	Passenger airline landing fees	62,589	63,975	(1,386)	(2.17) %
2	Terminal rent	94,949	98,488	(3,539)	(3.59) %
3	Other (boarding bridge)	1,696	9,841	(8,145)	(82.77) %
	Total Passenger airline revenue	159,234	172,304	(13,070)	(7.59) %
Non-passenger airline revenue					
4	Non-passenger landing fees	34,296	7,068	27,228	385.23 %
5	Cargo and hangar rentals	4,616	4,484	132	2.94 %
6	Fuel tax	18,179	13,294	4,885	36.75 %
7	Fuel Flowage Fees and Sales	55,230	41,897	13,333	31.82 %
8	Other (ramp parking, rapid refuel)	1,320	540	780	144.44 %
	Total Non-passenger airline revenue	113,641	67,283	46,358	68.90 %
	Total Aeronautical revenue	272,875	239,587	33,288	13.89 %
Non-aeronautical revenue					
9	Land and building leases	49,332	48,859	473	0.97 %
10	Terminal - restaurant & retail	16,102	15,131	971	6.42 %
11	Terminal - other	15,294	15,041	253	1.68 %
12	Rental cars	170,773	127,838	42,935	33.59 %
13	Parking	113,360	117,763	(4,403)	(3.74) %
14	Ground Transportation	5,639	6,037	(398)	(6.59) %
15	Other (advertising, security fee, vending, etc)	14,695	7,409	7,286	98.34 %
	Total Non-aeronautical revenue	385,195	338,078	47,117	13.94 %
	Total Operating revenues	658,070	577,665	80,405	13.92 %

Variance Explanations - June 2021 Revenue compared to budget - Preliminary Financial Statements

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget to actual variance of more than 5% and where the revenue category makes up at least 5% of the monthly operating revenue budget for June (\$20,000). Explanations are not provided for prior year variances because we do not expect any of the accounts to align with prior year except the fixed rent revenues.

Operating Revenues:

- 1 **Passenger airline landing fees** – The passenger landing fee revenue budget assumed 278 commercial landings in June 2021, and actual scheduled landings were 501, 35 of which were credited for incentive routes. All airlines exceeded their original budgeted projections. Additionally, there were 30 diversion landings in June. As a result, passenger airline landing revenue was 56% above budget.
- 2 **Terminal Rent** – Terminal rent is a fixed charge to the airlines that covers their individual ticket counters and office space, as well as the shared space that includes: ticket queuing area, baggage claim, and secure hold room. The decrease from budget is due to the new service incentive credits applied to the shared space areas based on the number of passengers.
- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced by GA operations, primarily military and fire fighting operations. The 2021 budget assumed that GA operations and fuel sales would be at approximately 85% of the 2019 (pre-pandemic) activity levels. Total operations in June 2021 exceeded June 2019 operations by 23%, accounting for the favorable budget variance.
- 12 **Rental Cars** - Rental car revenue exceeded budget by more than 170% or \$108K. This is due to the increase in enplaned passengers which was double the original budget (more than 12,500 additional passengers) as well as increases in the daily rental rates due to reduced inventory. This ongoing increase will be addressed in the reforecast for 2021.
- 13 **Parking** - Parking revenue exceeded budget by 92% for June 2021. The spending per passenger for parking is still below the pre-COVID levels, primarily due to a change in the passenger mix between business and leisure travel but is exceeding budget expectations.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		06/30/2021	06/30/2021	06/30/2020				
		Budget	Actual	PY Actual	Budget \$ Remaining	Budget % Remaining	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 180,300	\$ 311,050	\$ 228,310	\$ 130,750	72.52 %	\$ 82,740	36.24 %
2	Terminal rent	617,502	598,428	623,203	(19,074)	(3.09) %	(24,775)	(3.98) %
3	Other (boarding bridge)	6,471	12,502	11,151	6,031	93.20 %	1,351	12.12 %
	<i>Total Passenger airline revenue</i>	<i>804,273</i>	<i>921,980</i>	<i>862,664</i>	<i>117,707</i>	<i>14.64 %</i>	<i>59,316</i>	<i>6.88 %</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	53,088	81,477	61,722	28,389	53.48 %	19,755	32.01 %
5	Cargo and hangar rentals	27,510	27,533	27,135	23	0.08 %	398	1.47 %
6	Fuel tax	69,000	80,112	86,875	11,112	16.10 %	(6,763)	(7.78) %
7	Fuel Flowage Fees and Sales	202,900	225,062	155,116	22,162	10.92 %	69,946	45.09 %
8	Other (ramp parking, rapid refuel)	2,520	4,860	2,610	2,340	92.86 %	2,250	86.21 %
	<i>Total Non-passenger airline revenue</i>	<i>355,018</i>	<i>419,044</i>	<i>333,458</i>	<i>64,026</i>	<i>18.03 %</i>	<i>85,586</i>	<i>25.67 %</i>
	<i>Total Aeronautical revenue</i>	<i>1,159,291</i>	<i>1,341,024</i>	<i>1,196,122</i>	<i>181,733</i>	<i>15.68 %</i>	<i>144,902</i>	<i>12.11 %</i>
Non-aeronautical revenue								
9	Land and building leases	295,800	309,390	311,417	13,590	4.59 %	(2,027)	(0.65) %
10	Terminal - restaurant & retail	33,000	64,641	48,519	31,641	95.88 %	16,122	33.23 %
11	Terminal - other	90,246	91,766	91,119	1,520	1.68 %	647	0.71 %
12	Rental cars	332,314	641,072	363,122	308,758	92.91 %	277,950	76.54 %
13	Parking	375,000	524,547	431,435	149,547	39.88 %	93,112	21.58 %
14	Ground Transportation	12,941	21,903	15,463	8,962	69.25 %	6,440	41.65 %
15	Other (advertising, security fee, etc.)	27,250	39,322	18,121	12,072	44.30 %	21,201	117.00 %
	<i>Total Non-aeronautical revenue</i>	<i>1,166,551</i>	<i>1,692,641</i>	<i>1,279,196</i>	<i>526,090</i>	<i>45.10 %</i>	<i>413,445</i>	<i>32.32 %</i>
	Total Operating Revenues	\$ 2,325,842	\$ 3,033,665	\$ 2,475,318	\$ 707,823	30.43 %	\$ 558,347	22.56 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		06/30/2021	6/30/2019	Variance to 2019	
		Actual	Actual	\$ Var	% Var
Operating revenue					
Aeronautical revenue					
Passenger airline revenue					
1	Passenger airline landing fees	\$ 311,050	\$ 312,187	\$ (1,137)	(0.36) %
2	Terminal rent	598,428	590,923	7,505	1.27 %
3	Other (boarding bridge)	12,502	64,775	(52,273)	(80.70) %
	<i>Total Passenger airline revenue</i>	<u>921,980</u>	<u>967,885</u>	<u>(45,905)</u>	<u>(4.74) %</u>
Non-passenger airline revenue					
4	Non-passenger landing fees	81,477	44,432	37,045	83.37 %
5	Cargo and hangar rentals	27,533	26,566	967	3.64 %
6	Fuel tax	80,112	97,976	(17,864)	(18.23) %
7	Fuel Flowage Fees and Sales	225,062	245,311	(20,249)	(8.25) %
8	Other (ramp parking, rapid refuel)	4,860	3,060	1,800	58.82 %
	<i>Total Non-passenger airline revenue</i>	<u>419,044</u>	<u>417,345</u>	<u>1,699</u>	<u>0.41 %</u>
	<i>Total Aeronautical revenue</i>	<u>1,341,024</u>	<u>1,385,230</u>	<u>(44,206)</u>	<u>(3.19) %</u>
Non-aeronautical revenue					
9	Land and building leases	309,390	295,680	13,710	4.64 %
10	Terminal - restaurant & retail	64,641	86,412	(21,771)	(25.19) %
11	Terminal - other	91,766	90,439	1,327	1.47 %
12	Rental cars	641,072	616,785	24,287	3.94 %
13	Parking	524,547	745,762	(221,215)	(29.66) %
14	Ground Transportation	21,903	39,097	(17,194)	(43.98) %
15	Other (advertising, security fee, etc.)	39,322	50,482	(11,160)	(22.11) %
	<i>Total Non-aeronautical revenue</i>	<u>1,692,641</u>	<u>1,924,657</u>	<u>(232,016)</u>	<u>(12.05) %</u>
	<i>Total Operating Revenues</i>	<u>\$ 3,033,665</u>	<u>\$ 3,309,887</u>	<u>\$ (276,222)</u>	<u>(8.35) %</u>

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		06/30/2021	06/30/2021	06/30/2020				
		Budget	Actual	PY Actual	Budget \$ Variance	Budget % Variance	PY \$ Var	PY % Var
Operating expenses								
16	Personnel compensation and benefits	\$ 1,312,404	\$ 1,164,179	\$ 1,187,251	(148,225)	(11.29) %	(23,072)	(1.94) %
17	Communications and utilities	147,745	162,253	149,007	14,508	9.82 %	13,246	8.89 %
18	Supplies and materials	182,323	240,463	183,937	58,140	31.89 %	56,526	30.73 %
19	Contract services	386,282	341,239	292,828	(45,043)	(11.66) %	48,411	16.53 %
20	Repairs & maintenance	197,100	143,773	126,067	(53,327)	(27.06) %	17,706	14.04 %
21	Insurance	63,840	62,080	55,122	(1,760)	(2.76) %	6,958	12.62 %
22	Training, Travel, & Air Service Development	91,504	35,565	47,997	(55,939)	(61.13) %	(12,432)	(25.90) %
23	Other Expense (marketing, professional dues, etc)	27,525	74,127	27,082	46,602	169.31 %	47,045	173.71 %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
<i>Total Operating expenses</i>		2,408,723	2,223,679	2,069,291	(185,044)	(7.68) %	154,388	7.46 %
Non-operating revenue (expenses)								
25	Passenger facility charges	270,700	503,390	336,407	232,690	85.96 %	166,983	49.64 %
26	Interest income	21,000	19,316	46,636	(1,684)	(8.02) %	(27,320)	(58.58) %
27	Interest expense	(384,252)	(383,925)	(394,898)	327	0.09 %	10,973	2.78 %
28	Customer facility charges	179,907	289,352	153,280	109,445	60.83 %	136,072	88.77 %
29	Capital contributions	18,417,000	8,479,042	4,562,769	(9,937,958)	(53.96) %	3,916,273	85.83 %
29	Capital expenditures	(20,803,471)	(9,387,218)	(7,073,367)	11,416,253	54.88 %	(2,313,851)	-32.71 %
30	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
31	Other	-	-	(2,054)	-	0.00 %	2,054	(100.00) %
<i>Total Non-operating revenue (expenses)</i>		(2,299,116)	(480,043)	(2,371,227)	1,819,073	79.12 %	1,891,184	79.76 %
Excess of revenue over (under) expense		\$ (2,381,997)	\$ 329,943	\$ (1,965,200)	2,711,940	113.85 %	2,295,143	116.79 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		06/30/2021	6/30/2019	Prior Year Variance	
		Actual	Actual	\$ Var	% Var
Operating expenses					
16	Personnel compensation and benefits	\$ 1,164,179	\$ 1,173,920	(9,741)	(0.83) %
17	Communications and utilities	162,253	152,709	9,544	6.25 %
18	Supplies and materials	240,463	266,563	(26,100)	(9.79) %
19	Contract services	341,239	336,212	5,027	1.50 %
20	Repairs & maintenance	143,773	175,151	(31,378)	(17.91) %
21	Insurance	62,080	46,747	15,333	32.80 %
22	Training, Travel, & Air Service Development	35,565	103,616	(68,051)	(65.68) %
23	Other Expense (marketing, professional dues, etc.)	74,127	17,300	56,827	328.48 %
24	Contingency Expense	-	3,596	(3,596)	0.00 %
<i>Total Operating expenses</i>		2,223,679	2,275,814	(52,135)	(2.29) %
Non-operating revenue (expenses)					
25	Passenger facility charges	503,390	531,568	(28,178)	(5.30) %
26	Interest income	19,316	129,667	(110,351)	(85.10) %
27	Interest expense	(383,925)	(407,095)	23,170	5.69 %
28	Customer facility charges	289,352	343,632	(54,280)	(15.80) %
29	Capital contributions	8,479,042	1,417,211	7,061,831	498.29 %
29	Capital expenditures	(9,387,218)	(5,709,884)	(3,677,334)	-64.40 %
30	Debt principal payments	-	-	-	0.00 %
31	Other	-	-	-	0.00 %
<i>Total Non-operating revenue (expenses)</i>		(480,043)	(3,694,901)	3,214,858	87.01 %
Excess of revenue over (under) expense		\$ 329,943	\$ 2,475,318	3,825,340	(154.54) %

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through June 30, 2021**2021 AIP CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED**

Grand Number	Project/Grant Description	2021 Project Costs Incurred	FAA Grant Revenue Recognized in 2021	CDOT Grant Revenue Recognized	2021 GJRAA Local Share
AIP 62	Relocate perimeter road, fencing, and MALSR design	4,078	3,670	-	408
AIP 63	Road, Fencing, drainage pond, and earthwork	6,706	6,035	-	671
AIP 66	Construct Run-up Pad & Rehab Apron	6,821,416	6,821,416	-	-
AIP 67	Taxiway A and RWY 11-29 Construction	663,308	663,308	-	-
AIP 68	Runway Design - Earthwork, Prism, and Drainage	932,199	932,199	-	-
AIP 69	Airport Development Plan	5,500	5,500	-	-
Total AIP Projects		\$ 8,433,207	\$ 8,432,128	\$ -	\$ 1,079

** Note that CARES Act and the ACGRP Grants are available to draw down for operating costs. As of June 30, 2021, no draws have yet been made to reimburse 2021 costs incurred and revenue will be recognized as draw down requests are submitted.

2021 NON-AIP CAPITAL EXPENDITURES INCURRED

Project Description	2021 Costs Incurred
Admin Building Landscaping	25,004
Terminal Improvements - Non-Rental Car	683,808
Rental Car Area Improvements	206,626
Security System Updates	12,387
ATCT A/C Compressor	9,758
Gravity Roller Outbound Baggage Improvements	16,429
Total Non-AIP Projects	\$ 954,011
Total Capital Expenditures YTD \$ 9,387,218	

Variance Explanations - June 30, 2021 Preliminary Financial Statements

Variance explanations have been provided below for revenue and expense accounts that have a budget variance of more than 5% and where the revenue or expense category makes up at least 5% of the YTD operating budget of \$116,000 for revenue and \$144,000 for all non-capital expenses. Explanations are not provided for prior year variances because we do not expect most of the accounts to align with prior year.

YTD June 2021 passenger traffic was up 55% (about 35,700 enplanements) from budget and scheduled commercial landings exceeded budget by 80%.

Operating Revenues: Operating revenues were \$708k ahead of budget through June 2021 due to higher than expected commercial landings and enplaned passengers. Total budgeted operating revenue for the year is \$4.88M. Through June 31, 2021, GJRAA budgeted to earn approximately 48% of the annual revenue and has actually earned approximately 62% of the annual budgeted revenue.

- 1 **Passenger Landing Fees** - Passenger landing fees year to date were \$130K above budgeted expectations. This positive budget variance is expected based on the current activity levels that far exceed the budget assumptions.
- 7 **Fuel Flowage Fees** - Fuel flowage fees are not charged to commercial carriers, but tend to have a positive correlation with GA operations. Flowage fees were budgeted at 85% of 2019. Total operations were 36% higher through June 2021 than the same period in 2019, which corresponds to the 11% increase in flowage fee revenue.
- 12 **Rental Cars** - Rental Car Revenue exceeded budget year-to-date through June 2021 as a result of the higher than expected passenger traffic and increased average daily rates.
- 13 **Parking** - Parking revenue exceeded budget year to date through June 2021 due to the increase in passengers, but spending per enplaned passenger is at approximately \$4.91 and remains below the pre-pandemic levels (2019 YTD through June was \$5.86/enplanement).

Operating Expenses: Total Operating Expenses through June 2021 were \$188k below budget. Most of the budget variance is in personnel compensation due to unforeseen vacancies. The remainder of the favorable budget variance is spread fairly evenly across the operating expense categories.

- 16 **Personnel Compensation & Benefits** – Compensation and benefits were below budget due to vacant positions that haven't been filled as soon as budgeted for, specifically two landside positions and one custodial position.
- 17 **Communications and Utilities** – Communications and Utilities were \$14,500 above budget. Part of the variance is due to the fact that the Gas expense was budgeted evenly throughout the year, but the expense historically peaks in the winter months, causing a timing difference between the budget and the actual cost. The remainder of the variance is due to electricity costs that ran higher than budgeted in both February and March, as well as the hotter than average summer months.
- 18 **Supplies & Materials** – Supplies & Materials costs were \$58,000 above budget YTD through June. This budget variance is primarily due to the purchase & installation of the Gate Information Display Systems (GIDS) for a total of \$22,100 and higher than expected rental car fuel purchases due to increased activity and higher fuel prices.
- 19 **Contract Services** – Contract services are \$45,000 below the year to date budget through June 2021 primarily due to both Engineering and Planning and IT services that are budgeted evenly throughout the year that were running below budget through June.
- 20 **Repairs & Maintenance** – Repairs and Maintenance activities were \$53,300 below budget through June 2021. The timing of incurring these costs is somewhat unpredictable, therefore we estimated even spending for budget purposes. The replacement of the A/C compressor in the Air Traffic Control Tower was the only major repair YTD through June.

Non-Operating Revenues and Expenses:

- 25 **PFC Revenue** – PFC revenue was above budget because actual passenger numbers through June 2021 were higher than budget resulting in higher than expected PFC revenue.
- 28 **CFC Revenue** – CFC revenue was above budget due to the increase in passengers as well as a notable increase in the number of days cars are rented for. YTD June 2021 had an average rental transaction of 4.49 days compared to 3.75 for the same period in 2020 and 3.92 days in 2019.
- 29 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the budget represents the full annual budget and the budget variance represents the remaining budget. Year to date through June 30, 2021 the Airport has utilized approximately half of the annual capital budget. The majority of the capital costs are expected to be incurred between March and October. See the attached detail of costs incurred by project.

Grand Junction Regional Airport Authority
Statement of Financial Position - Unaudited, subject to change

		Month Ending 06/30/2021	Month Ending 05/31/2021	Variance
Assets				
Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 13,747,814	\$ 15,124,086	\$ (1,376,272)
	Cash and Cash Equivalents - Restricted	2,242,277	1,964,519	277,757
1	<i>Total Cash and Cash Equivalents</i>	<u>15,990,091</u>	<u>17,088,605</u>	<u>(1,098,515)</u>
Accounts Receivable				
	Accounts Receivable - Ops, net of allowance of \$24,000	920,125	804,681	115,443
	Accounts Receivable - Capital	8,229,422	5,424,614	2,804,809
2	<i>Total Accounts Receivable, Net</i>	<u>9,149,547</u>	<u>6,229,295</u>	<u>2,920,252</u>
3	Prepaid Expenses	169,291	58,553	110,739
	<i>Total Current Assets</i>	<u>25,308,929</u>	<u>23,376,453</u>	<u>1,932,476</u>
Non-Current Assets				
Capital Assets				
	Capital Assets not subject to depreciation	15,753,237	15,753,237	-
	Capital Assets subject to depreciation, net	55,998,049	56,414,788	(416,739)
4	<i>Total Capital Assets, Net</i>	<u>71,751,286</u>	<u>72,168,025</u>	<u>(416,739)</u>
5	Bond Project Fund	415,542	415,542	-
	<i>Total Non-Current Assets</i>	<u>72,166,828</u>	<u>72,583,567</u>	<u>(416,739)</u>
	Total Assets	<u>97,475,757</u>	<u>95,960,020</u>	<u>1,515,737</u>
6	Deferred Outflows of Resources - Pension Plan	<u>490,761</u>	<u>490,761</u>	<u>-</u>
Liabilities				
Current Liabilities				
7	Accounts Payable - Ops	365,055	345,161	19,894
7	Accounts Payable - Capital	6,774,984	5,145,790	1,629,194
8	Accrued Expenses	258,159	252,804	5,356
9	Lease Deposits	158,200	158,288	(87)
10	Deferred Revenue	25,067	25,263	(196)
11	Current portion of capital lease and bonds payable	1,001,257	937,269	63,988
	<i>Total Current Liabilities</i>	<u>8,582,722</u>	<u>6,864,574</u>	<u>1,718,148</u>
Long Term Liabilities				
	Bond and capital lease payable	17,250,992	17,250,992	-
	Deferred Revenue	382,267	384,356	(2,089)
	Net Pension and OPEB Liability	1,975,954	1,975,954	-
12	<i>Total Long Term Liabilities</i>	<u>19,609,213</u>	<u>19,611,302</u>	<u>(2,089)</u>
	<i>Total Liabilities</i>	<u>28,191,934</u>	<u>26,475,875</u>	<u>1,716,059</u>
13	Deferred Inflows of Resources - Pension Plan	<u>781,350</u>	<u>781,350</u>	<u>-</u>
	Total Net Position	<u>\$ 68,993,234</u>	<u>\$ 69,193,556</u>	<u>\$ (200,322)</u>

Variance Explanations - June 2021 Statement of Financial Position

Assets: Total Assets increased by \$1.5M from May 2021 to June 2021. Total current assets increased by \$1.9M, with Cash decreasing by \$1.1M and Operating receivables increasing by \$2.9M.

- 1 **Cash** – Cash decreased by \$1.1M from May 2021 to June 2021. The decrease was due to the payment of AIP reimbursable invoices of over \$1.2M and increase in receivables to reimburse the airport for the payments.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately \$115k due to the increase in revenues from increased traffic. Due to the amount of construction costs incurred during the period, the capital receivables from grants had an increase of \$2.8M.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The increase in this balance is the prepayment of the 2021-2022 insurance policy.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation based on assets placed in service as of December 31, 2020.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

Deferred Outflows of Resources:

- 6 **Deferred Outflows of Resources - Pension Plan** – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts all represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

Liabilities: Total Liabilities increased \$1.7M from May 2021 to June 2021 due to an increase in capital accounts payable associated with the apron and run-up pad construction work performed by ESCO.

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. Capital accounts payable and receivable should have a positive correlation in periods when we are working primarily on AIP projects where the majority of the cost is funded by the FAA. In June, the primary activity was construction on the West Apron & Run-Up Pad done by ESCO and resulted in a \$1.6M increase in capital payables.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$169,000) and payroll accruals to properly recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond and Yukon capital lease in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bond and one annual payment on the vehicle lease in June. The change from May to June represents the amount of interest expense incurred during the period.
- 12 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually in December to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for years after 2021.

Deferred Inflows of Resources:

- 13 **Deferred Inflows of Resources - Pension Plan** – Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month.