To access the Agenda and Backup Materials electronically, go to the City of Grand Junction Website. To participate or watch the meeting virtually register for the GoToWebinar.

CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 19, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Public Comments

Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, August 19, 2026 or 4) submitting comments online until noon on Wednesday, August 19, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Strategic Plan Update

Boards and Commission Liaison Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

a. Summary of the August 3, 2026, Workshop

b. Minutes of the August 5, 2026, Regular Meeting

c. Minutes of the August 14, 2026, Special Meeting

2. Resolutions

a. A Resolution Issuing a Revocable Permit within 19.1 Square Feet of the Colorado Avenue Right of Way for an Existing Historic Encroachment at 251 Colorado Avenue

b. A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-091-2026 and Authorizing the City Manager to Sign

c. A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-092-2026 and Authorizing the City Manager and City Attorney to Sign

d. A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-093-2026 and Authorizing the City Manager and City Attorney to Sign

e. A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-094-2026 and Authorizing the City Manager and City Attorney to Sign

f. A Resolution of Council Support for the Airport Authority Acceptance of Future 2026 FAA AIP Grants Consistent with AIP Grant Language 92 and 93

g. A Resolution Approving Amendment(s) to AIP Grant 3-08-0027-089-2025 and Authorizing the City Manager and City Attorney to Sign

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

3. Public Hearings

a. Legislative

i. A Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

ii. An Ordinance for Supplemental Appropriation for Solid Waste Fund

4. Procurements

a. Emergency Replacement of Aeration Basin Influent Piping at the Persigo WWTP

5. Resolutions

a. A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning the Repair of the Orchard Mesa Pool, the Creation of Debt and an Increase in Taxes to Pay for the Same and for the Ongoing Costs of Operating and Maintaining the Pool, and Providing Other Details Relating Thereto

b. A Resolution Setting the Title for and Submitting to the Electorate on November 3, 2026, a Measure to Increase the City Sales and Use Tax from 3.39% to 3.46%, to Reduce that Rate by 0.04% Following Payment in Full of the Debt Authorized, and to Retain and Spend Revenues as a Voter Approved Revenue Change as Defined by Article X, Section 20 of the Colorado Constitution, and to Incur Bonded Indebtedness to Repair, Renovate, and Equip the Orchard Mesa Swimming Pool

6. Non-Scheduled Comments

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

7. Other Business

a. Request for Interview Teams for the Downtown Development Authority/Business Improvement District and Visit Grand Junction

b. Request for Representation on the Mesa County Regional Opiod Abatement Council (MCROAC)

8. Adjournment

Grand Junction City Council

Regular Session

Item #

Meeting Date: August 19, 2026

Presented By: Mike Bennett, City Manager

Department: City Manager's Office

Submitted By: Mike Bennett, City Manager

Information

SUBJECT:

Strategic Plan Update

RECOMMENDATION:

For presentation and discussion only.

EXECUTIVE SUMMARY:

The purpose of this item is to provide the City Council and the public a mid-year update on progress made toward the City Council's 2025-2027 Strategic Plan.

BACKGROUND OR DETAILED INFORMATION:

The plan is updated quarterly by staff, with the most recent update being for the second quarter of 2026. Staff has developed an online dashboard linked to the City Website, which can be accessed by the City Council and the public. The dashboard provides key insights into plan progress, including highlights, metric updates, and quarterly narratives by strategic priority.

In line with the plan's priorities of transparency and accountability, City Manager Bennett will provide similar updates at a public meeting twice per year to keep City Council and the public engaged and informed about the plan's key initiatives, projects, and metrics. Updates are planned for August and March of each year.

The public-facing dashboard can be accessed at the link **HERE.**

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

For discussion and presentation only.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
AUGUST 3, 2026

Meeting Convened: 5:30 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

City Councilmembers Present: Councilmembers Robert Ballard (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen, Ben Van Dyke, and Mayor Laurel Lutz. Councilmember Anna Stout was absent.

Staff present: City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Community Development Housing Manager Ashley Chambers (virtual), Parks and Recreation Director Ken Sherbenou, Communications and Engagement Manager Kelsey Coleman, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

1. **Discussion Topics**

    a. **<u>Unhoused Services Request for Proposal Update and Funding Discussion</u>**

Key Points:

- Staff reviewed the unhoused services Request for Proposal process established following the closure of the resource center and other interim services. Nine proposals totaling approximately $3.6 million were received, with three organizations ultimately selected for funding.
- Council was reminded that the workshop was intended to review program outcomes and ask questions of providers. No funding decisions were made; year-two requests will be considered during the upcoming budget process.
- **Hilltop Community Resources/United Way of Mesa County**:
    - Hilltop received $250,000 in year one and is requesting $300,000 for year two. City funding supported homelessness prevention, emergency and transitional shelter, bridge housing, case management, housing navigation, and outreach. Hilltop reported serving 229 unique individuals and expanding its young-adult shelter from five to 11 bedrooms, providing capacity for 11–33 beds. United Way discussed its mobile outreach, housing hotline, service coordination, and connections to health care, behavioral health, employment, benefits, and housing.
    - Council discussed the importance of ensuring outreach activities ultimately lead toward stabilization and permanent housing. Providers explained that limited basic-needs assistance during outreach is used as an entry point for connecting individuals with treatment, services, benefits, and housing.

- **Grand Valley Catholic Outreach:**
    - The organization received $75,000 in year one and is requesting $75,000 for year two for rental assistance and eviction prevention. From February through June, assistance supported 48 households representing 108 people, with 92% remaining housed one month after receiving assistance.
    - Catholic Outreach incorporates budgeting and financial education into its assistance program. Council discussed the growing vulnerability of seniors, people with disabilities, and households living on fixed incomes as housing costs increase.
- **Joseph Center:**
    - The organization received $100,000 in year one and is requesting the same amount for year two. Funding supported expansion of transitional housing and related services, including the Golden Girls program, family shelter, day services, workforce readiness, childcare, and case management.
    - The Joseph Center expanded Golden Girls from four to 16 beds and opened a family center. The organization also identified an emerging need for shower facilities for unhoused families with children and is adding two showers.
    - Council expressed appreciation for measurable housing outcomes and emphasized permanent housing, stabilization, behavioral health services, and prevention of homelessness as important considerations for future funding.

b. Homeward Bound of the Grand Valley Update

Key Points:

- Homeward Bound provided an update on its restructured shelter model, which places increased emphasis on individualized case management and moving clients toward permanent housing.
- Approximately 95% of clients had completed work plans, case-management engagement was approximately 90%, and 225 housing applications were completed between March and June.
- Homeward Bound reported 57 housing placements since March and indicated that its housing-placement rate is the highest in the organization's history.
- The current 112-bed facility has generally averaged 60–90 occupants. Representatives attributed the lower occupancy partly to moving clients into housing more quickly, limitations involving upper bunks, and changes in the populations the shelter can safely accommodate.
- The organization described the current service model as more intensive, and consequently more expensive, than its previous North Avenue shelter model.
- Council asked about occupancy levels, operating costs, fundraising, service delivery, and the organization's increasing reliance on City funding.
- Homeward Bound discussed an increasingly difficult grant environment and the expiration of federal pass-through funding as significant financial challenges.
- The organization requested $225,000 for 2026–27, with a potential future request of approximately $260,000 discussed. Funding decisions will be addressed through the City's budget process.

c. Community Satisfaction Survey 2026

Key Points:

- RRC Associates presented results of the statistically valid 2026 Community Satisfaction Survey, which achieved a 16% response rate.
- Overall sentiment toward Grand Junction and City services remained positive, however, residents expressing concern about the City's direction increased from 22% in 2022 to 29% in 2026.
- Sustainable resource management, particularly water, was identified as a leading concern, along with homelessness, road conditions, and affordable housing.
- Dissatisfaction with City services declined to 11%, compared with 15% in 2024.
- Public safety results improved, with both feelings of safety and confidence in the Police Department reaching 66%.
- Support for the City's co-responder program increased.
- Parks, trails, and community connectivity continued to receive favorable ratings. Improving trails remained the highest parks-related priority.
- Council discussed the importance of continued community education regarding managed growth, infrastructure capacity, water resources, and maintenance of existing City assets.
- Council also discussed how survey findings can help inform future budget priorities and policy discussions.

d. Orchard Mesa Pool Community Satisfaction Survey Results Discussion

Key Points:

- Survey respondents were divided on increasing taxes and issuing debt to renovate Orchard Mesa Pool: 38% supported the proposal, 43% opposed it, and 19% were neutral.
- Despite the divided opinion on funding, 66% supported placing the question on the November ballot, while 16% opposed doing so.
- Council discussed the pool's aging infrastructure, renovation costs, operating subsidies, affordability, anticipated usage following completion of the new Community Recreation Center, and potential community partnerships.
- Staff noted that renovation estimates have increased from approximately $6 million in an earlier study to roughly $10 million with $1.6 million in soft costs.
- Council discussed whether outside organizations could participate in operating or supporting the facility and the possibility of pursuing partnerships through an RFP if voters establish a path forward.
- The discussion indicated general Council support for allowing voters to determine the future of the facility.
- Staff reviewed the timeline required for a November ballot measure, including Council action during August, preparation of ballot language, and final submission in early September.

2. Council Communication

Key Points:

- Council expressed interest in a future workshop or public discussion focused on the City's water supply, infrastructure, rates, storage, and conservation.

3. Next Workshop Topics

City Manager Bennett summarized list of next workshop topics.

- August 17: Council norms of conduct workshop with CIRSA
- August 31: Overview of Budget Process and Financial Policies, Quarterly Financial Reports and Updates of Housing Action Plan
- September 14: Water Supply in regard to the Comprehensive Plan

4. Other Business

Interview teams were set for the Grand Junction Housing Authority and Planning Commission/Zoning Board of Appeals

5. Adjournment

There being no further business, the workshop was adjourned at 8:24 p.m.

Grand Junction City Council

Minutes of the Regular Meeting

August 5, 2026

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 5th day of August, at 5:30 p.m. Those present were Councilmembers Robert Ballard (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen (virtual), Ben Van Dyke, and Council President Laurel Lutz. Councilmember Anna Stout was absent.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Principal Manager Thomas Lloyd, Police Chief Matt Smith, Housing Supervisor Ashley Chambers, Engineering and Transportation Director Trent Prall, Interim Utilities Director Ashley Firl, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Lutz called the meeting to order and led the audience in the Pledge of Allegiance, followed by a moment of silence.

Presentations

Auditor's Presentation on the 2025 Audit Report

Christina McCloud from Hanie & Company gave a presentation and was available to answer questions from council.

Council had no further discussion.

City Manager Mike Bennett thanked the finance department for all their hard work.

Proclamations

Proclaiming July 25, 2026, as Mesa County Libraries 125th Anniversary

Councilmember Beilfuss read the proclamation, and Mesa County Public Library Executive Director Michelle Boisivenue-Fox accepted it.

Public Comments

Public comments were heard from Rhonda Bates, Diana Tapp, Jesse Miltier, Curtis Como, Steve Clark, Theresa Cambron, Lavetta Minsguard, Ed Kowalski, Mariann Taigman, and Alexa Saindon-Holdorf.

City Manager Report

City Manager Mike Bennett had no formal report but reminded the community that the City posts a comprehensive update on city projects, and other important developments on its website twice each month. Residents are encouraged to visit the website regularly to stay informed about ongoing projects and community updates.

Boards and Commission Liaison Reports

Councilmember Beilfuss provided updates on the Avalon Theatre Foundation.

Councilmember Kennedy reported on the Museums of The West.

Councilmember Van Dyke provided an update on the Business Incubator Center and the Downtown Development Authority.

Council President Lutz reported on the Commission on Arts and Culture.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the July 13, 2026, Workshop

b. Minutes of the July 15, 2026, Regular Meeting

c. Minutes of the July 15, 2026, Special Meeting Executive Session

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026 and Setting a Public Hearing for August 19, 2026

ii. Introduction of an Ordinance Amending Sections § 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Preservation of Significant Trees, and Setting a Public Hearing for September 2, 2026

iii. Introduction of an Ordinance for Supplemental Appropriation for Solid Waste Fund and Setting a Public Hearing for August 19, 2026

3. **Procurements**

a. Approval of Contract Award Recommendation for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management for the City of Grand Junction's Fire Department to Systems Design West, LLC.

b. Authorize a Construction Contract for the 2026 Sanitary Sewer Replacement Project Phases 1 and 2

4. **Resolutions**

a. A Resolution Supporting the Application for the FY 2026-2027 Peace Officers Behavioral Health Support and Community Partnership Grant (POMH) from the Colorado Department of Local Affairs (DOLA)

b. A Resolution Reinstating and Amending the Infill and Redevelopment Program

c. A Resolution to Increase the Boot Warrant Fee

Councilmember Kennedy moved, and Councilmember Van Dyke seconded to adopt Consent Agenda Item #1-4. Motion carried by a unanimous voice vote.

REGULAR AGENDA

5.a.i. An Ordinance to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, resulting in a Total ODP Area of Approximately 629.08 acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection

The Redlands 360 PD and associated ODP were approved by City Council in February 2022. The approved ODP established a master-planned community on approximately 600 acres, including a mix of residential land uses, limited commercial development, and open space.

Since approval of the PD ODP, four filings have been approved, three of which have been platted, and portions of the development are under construction. The current request proposes amendments to the PD ODP to incorporate approximately 29.08

additional acres into the PD, increasing the total PD area to approximately 629.08 acres, and establishing updated outdoor and site lighting standards applicable throughout the development.

Planning Manager Thomas Lloyd and applicant representative Jane Quimby gave a brief presentation.

Council had no further discussion.

The public hearing opened at 6:43 p.m.

There were no public comments.

The public hearing closed at 6:43 p.m.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Ordinance No. 5335 an ordinance to amend the Redlands 360 Planned Development Outline Development Plan (ODP), incorporate approximately 29.08 acres into the ODP, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and establish Planned Development (PD) zoning for newly added lands, resulting in a total ODP area of approximately 629.08 acres, and amend the ODP to modify certain bulk and lighting standards for property located south of the Redlands Parkway and Highway 340 intersection, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

5.b.i. An Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals

After Mesa County ceased providing animal control in mid-2024, the GJPD Animal Control Services Unit began operations on January 1, 2025. The Ordinance repeals and reenacts Title 6 to align the code with City-provided services by centralizing licensing with the City and consolidating Chapters 6.04, 6.08, and 6.12, while preserving existing substantive provisions (including Downtown event rules and People's Ordinance No. 30 (1956)) and penalty practices.

Police Chief Matt Smith gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmember Beilfuss and Kennedy.

The public hearing opened at 6:57 p.m.

Public comments were heard from Alyssa Miller-Hurley (virtual).

The public hearing closed at 7:01 p.m.

Additional council comments were heard from Councilmember Ballard, Council President Lutz, and Councilmembers Van Dyke and Kennedy.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Ordinance No. 5336, an ordinance repealing and reenacting Title 6 of the Grand Junction Municipal Code regarding animals, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

Council took a short break at 7:09 p.m.

Council resumed at 7:19 p.m.

5.b.ii. An Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign, Pursuant to Voter Approval (*Public Hearing Continued to August 14, 2026*)

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to continue the public hearing to August 14, 2026. Motion carried by a unanimous voice vote.

6.a. A Resolution Authorizing the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Units by 3% for the 2027-2029 Cycle

This item authorizes the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Commitment for the 2027-2029 Cycle using the revised methodology established under House Bill 26-1313. Based upon this calculation, the City is required to commit to the production of approximately 348 affordable housing units during the upcoming three-year commitment period.

Housing Manager Ashley Chambers gave a brief presentation and was available to answer questions from council.

Comments were heard from Council President Lutz, and Councilmembers Kennedy and Beilfuss.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Resolution 69-26, a Resolution Authorizing the City Manager to Make a Prop 123 Commitment to Increase Affordable Housing Units for the 2027-2029 Cycle. Motion carried by a unanimous voice vote.

City Manager Mike Bennett thanked Ashley Chambers for her years of dedicated service and hard work, noting that this was her final presentation to the City Council.

7.a. A Resolution Adopting the Housing Action Plan (Public Hearing Continued to September 16, 2026)

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to continue the public hearing to September 16, 2026. Motion carried by a unanimous voice vote.

7.b. A Resolution Adopting the 7th Street Active Transportation Facility Feasibility Study and Associated 9th Street Alignment Memorandum

The City's 2023 Pedestrian and Bicycle Plan identifies the 7th Street corridor as a priority north-south active transportation route. To advance this goal, the City started a feasibility study in 2024 evaluating multimodal improvements along the corridor, including the conversion of existing outside vehicle lanes to buffered bicycle lanes between Grand Avenue and North Avenue. While the study found that the proposed lane reconfiguration could accommodate projected traffic volumes, community feedback raised concerns regarding vehicle capacity and the long-term function of a corridor carrying approximately 15,000 vehicles per day. In response, staff evaluated an alternative north-south bicycle route along 9th Street that would achieve the City's active transportation objectives while minimizing impacts to a higher-volume roadway. The 9th Street alternative is supported by planned Colorado Mesa University improvements, including relocation of the North Avenue traffic signal from 10th Street to 9th Street. This enhancement would improve multimodal crossings and provide direct connectivity to planned campus bicycle and pedestrian facilities, creating a more continuous and connected active transportation network. Staff presented the comprehensive feasibility study findings, proposed corridor cross-sections, and sought Council concurrence for the combined 7th and 9th Street corridors to be advanced into a future, yet to be scheduled, design phase.

Engineering and Transportation Director Trent Prall gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmembers Kennedy, Beilfuss and Nguyen.

The public hearing opened at 8:10 p.m.

Public comments were heard from Randall Reitz and Matt Speth.

The public hearing closed at 8:14 p.m.

Councilmember Kennedy moved, and Councilmember Nguyen seconded, to adopt Resolution No. 71-26, A Resolution adopting the 7th Street Active Transportation Facility Feasibility Study and associated 9th Street Alignment Memorandum. Motion carried by a unanimous voice vote.

8.a. Contract for Professional Engineering Services Consultant for Phase 2 Persigo Wastewater Treatment Plant Expansion Project Design

The City issued a Request for Proposals (RFP) for professional engineering services for the Phase 2 Wastewater Treatment Plant Expansion Project. Following evaluation of proposals and interviews, the selection committee recommended AE2S as the preferred consultant. Following selection, staff worked collaboratively with AE2S to refine its proposed scope of services to align directly with the requirements identified in the City's RFP while preserving several value-added tasks that will improve project development and reduce implementation risk. The revised proposal reflects a scope that is comparable to the competing proposal while allowing the city flexibility to utilize additional services only as needed throughout the project. Staff recommend approval of a contract with AE2S for planning, design, permitting, project management, CM/GC support and construction phase engineering support for the Phase 2 Wastewater Treatment Plant Expansion Project.

Interim Utilities Director Ashley Firl gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmembers Kennedy and Van Dyke.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to approve the City Purchasing Division to enter into a contract with AE2S for professional engineering services associated with the Phase 2 Wastewater Treatment Plant Expansion Project in an amount not-to-exceed $4,343,538.00. Motion carried by a unanimous voice vote.

6. Non-Scheduled Comments

No comments were heard.

7. Other Business

Council President Lutz provided an update on the City Attorney hiring process. The recruitment process is moving forward as planned, and the job posting is expected to be available next week.

8. Adjournment

The meeting adjourned at 8:25 p.m.

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Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Minutes of the Special Meeting

August 14, 2026

Call to Order

The City Council of the City of Grand Junction convened into special session on the 14th day of August, at 10:00 a.m. Those present were Councilmembers Robert Ballard (virtual), Cody Kennedy, Jason Nguyen, Ben Van Dyke (virtual), and Council President Laurel Lutz (virtual). Councilmember Anna Stout was absent, and Councilmember Scott Beilfuss joined the meeting at 10:02 a.m. (virtual).

Also present were City Manager Mike Bennett (virtual), Interim City Attorney Jeremiah Boies (virtual), City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Lutz called the meeting to order.

REGULAR AGENDA

2.a.i. An Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign, Pursuant to Voter Approval (Continued from August 5, 2026/Proposed to be Continued to September 16, 2026)

Grand Junction Homes, LLC (Developer) seeks to purchase approximately 3.3 acres of the 21.78- acre property known as "The Salt Flats" for the development of approximately 48 for-sale housing units. Juniper Grove, a 48-unit affordable housing homeownership project, will serve households with incomes of less than 100% AMI. Completion of this project is anticipated by Winter 2027. This project aligns with the City's housing strategies and Prop 123 goals.

Councilmember Nguyen moved, and Councilmember Kennedy seconded, to continue the public hearing to September 16, 2026. Motion carried by unanimous voice vote 5-0.

Councilmember Beilfuss joined the meeting.

3.a.i. A Resolution Authorizing the City Manager to Execute a Development and Funding Agreement with Grand Junction Homes, LLC for the Development of 48 For Sale Units at 450 28 Rd to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction (Proposed to be Continued to September 16, 2026)

This item authorizes the City Manager to execute a Development and Funding Agreement with Grand Junction Homes, LLC related to the conveyance and development of 3.3 acres, a portion of Lot 4, Grand View Common Subdivision, within the City-owned Salt Flats property at 450 28 Road. The project will include approximately 48 deed-restricted, for-sale homes serving households at or below 100% Area Median Income, utilizing a fee-simple homeownership model without an HOA to reduce monthly costs and support long-term affordability. The agreement also allows the City to provide up to approximately $156,330.00 for the construction of public improvements such as roads and utilities, and an additional $593,340 for water connection fees and sewer plant investment fees approved in the 2026 annual budget through Ordinance 5286.

Councilmember Kennedy moved, and Councilmember Nguyen seconded, to continue this item to September 16, 2026. Motion carried by a unanimous voice vote 6-0.

4. Adjournment

The meeting adjourned at 10:04 a.m.

Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.a.

Meeting Date: August 19, 2026

Presented By: Stephanie Halford, Associate Planner

Department: Community Development

Submitted By: Stephanie Halford - Associate Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit within 19.1 Square Feet of the Colorado Avenue Right of Way for an Existing Historic Encroachment at 251 Colorado Avenue

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

251-259 Colorado LLC is requesting a Revocable Permit for an existing building encroachment within approximately 19.1 square feet of the Colorado Avenue public right of way at 251 Colorado Avenue. The existing historic building, constructed in 1900, extends approximately 0.50 feet into the public right of way for a length of 38.19 feet long the building frontage. The Revocable Permit allows the City to acknowledge the existing encroachment while retaining the ability to require removal of the encroachment should the right of way be needed in the future.

BACKGROUND OR DETAILED INFORMATION:

251-259 Colorado LLC is requesting a Revocable Permit to acknowledge an existing encroachment of a historic commercial building into the Colorado Avenue public right of way. The encroachment consists of approximately 19.1 square feet, extending 0.50 feet into the right of way along 38.19 of the building frontage. The subject property is approximately 0.15 acres, is zoned MU-3 (Mixed Use), and is located at 251 Colorado Avenue in downtown Grand Junction.

The building was constructed in 1900, and no new construction expansion is proposed as part of this request. The purpose of the Revocable Permit is to formally recognize the existing encroachment while preserving the City’s ability to require its removal if the public right of way is needed in the future.

Applications for a Revocable Permit shall demonstrate compliance with the following criteria:

(1) There will be benefits derived by the community or area by granting the proposed Revocable Permit.

The Revocable Permit preserves an existing historic building that contributes to the character and identity of downtown Grand Junction. Because the encroachment is limited to approximately six inches into the right of way, it does not interfere with pedestrian circulation or accessibility along the public sidewalk. Preserving the building supports continues commercial activity within the downtown area while maintaining the functionality of the public right of way.

Staff finds that this criterion has been met.

(2) Community Need for the Private Development Use Proposed for the City Property

The request does not involve new private development but instead acknowledges an existing historic building that has occupied the site for more than a century. Approval of the Revocable Permit allows continued use of the structure while recognizing its contribution to the downtown business district and preserving an established community asset.

Staff finds that this criterion has been met.

(3) Suitability of City Property for the Proposed Uses and Potential Conflicting Uses

The encroachment is minor, extending only 0.50 feet into the Colorado Avenue right of way, and does not interfere with existing sidewalk, utilities, vehicle travel lanes, or other public infrastructure, The right of way remains suitable for its intended public purposes, and no conflicting uses are anticipated.

Staff finds that this criterion has been met.

(4) Impacts on Access, Traffic Circulation, Neighborhood Stability, Character, and Sensitive Areas

The existing encroachment does not impact vehicular circulation, pedestrian access, or visibility at intersections. The public sidewalk remains fully accessible and unobstructed. Approval of the Revocable Permit preserves the historic character of the downtown area without creating adverse impacts to surrounding properties or public facilities.

Staff finds that this criterion has been met.

(5) Conformance with Comprehensive Plan, Adopted Plans, and City Policies

The request is consistent with the Comprehensive Plan, specifically Plan Principle 4: Downtown and University Districts, by preserving an existing historic downtown building that contributes to the area's unique character and supports a vibrant mix of commercial and residential uses. Recognition of this minor historic encroachment does not conflict with future transportation, infrastructure, or land use objectives and allows the continued use of an established downtown structure.

Staff finds that this criterion has been met.

FISCAL IMPACT:

There is no direct fiscal impact with this request.

SUGGESTED MOTION:

I move to adopt Resolution No.72-26, a resolution issuing a revocable permit within 19.1 square feet of the Colorado Avenue public right of way for an existing historic building encroachment at 251 Colorado Avenue.

Attachments

1. REVIEW 1-SKETCH FOR DESCRIPTION WITH LEGAL - 251 COLORADO AVE. - REVOCABLE PERMIT
2. RES-251 Colorado Ave Rev Per

EXHIBIT A

A strip of land across Colorado Avenue Right of Way per Map of First Division, Resurvey, Town of Grand Junction, Col. as recorded at Reception Number 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly described as follows:

The south one-half (0.5') foot of Colorado Avenue Right-of-Way exclusive to that portion adjoining Lot 12 and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
South line of said strip is coincident with the north line of said Lot 12 and Lot 13,

Except the west twelve (12') feet thereof,

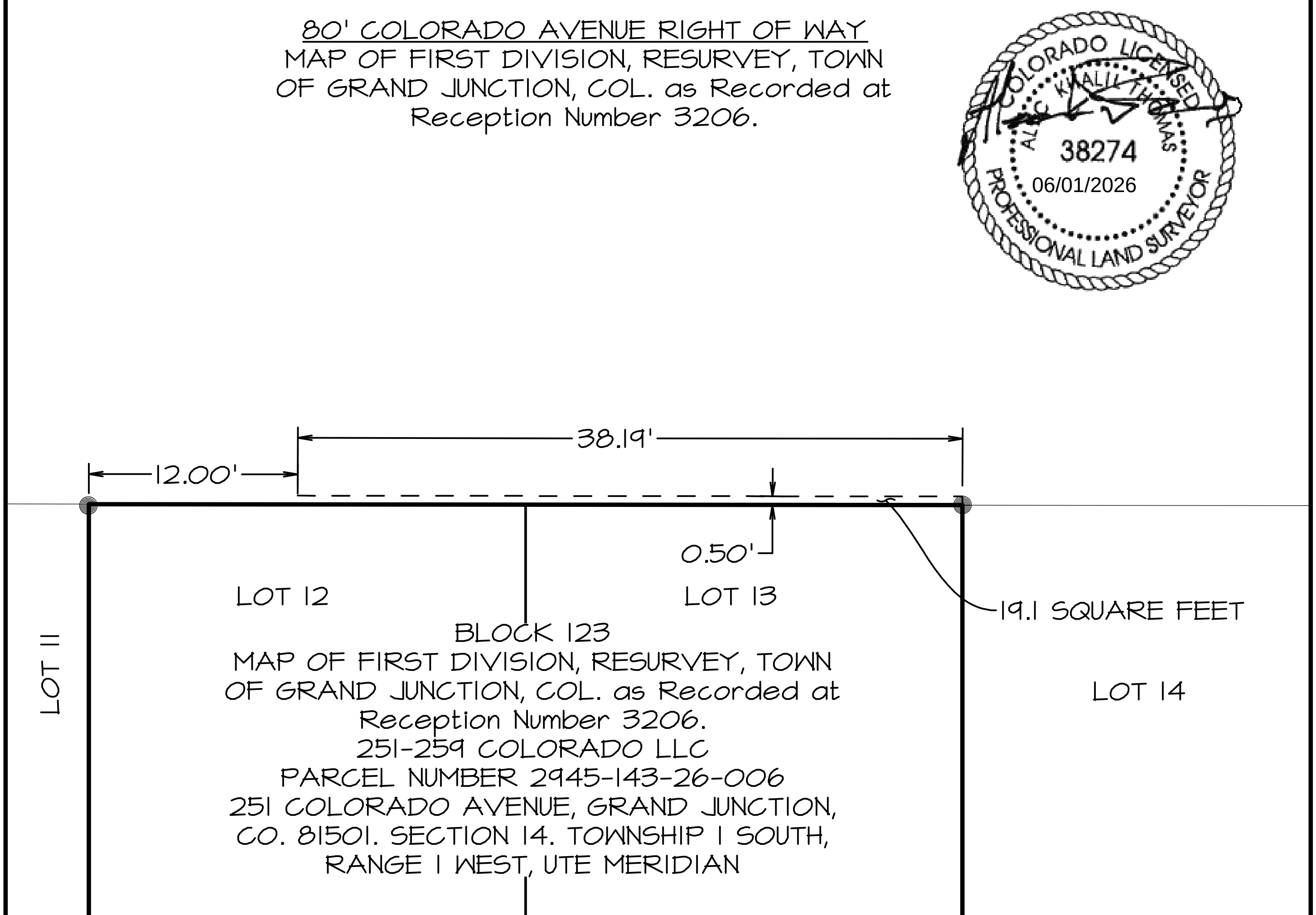
Containing 19.1 Square feet, more or less.

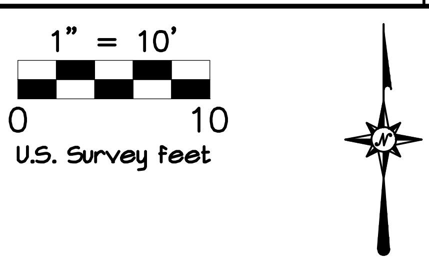
COLORADO LICENSED
ALEC KHALIL THOMAS
38274
06/01/2026
PROFESSIONAL LAND SURVEYOR

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81506

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original

EXHIBIT B





THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY CONSULTANTS

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: AKT	Checked: JW	5/31/26	Job No.0356-062

S:\PROJECTS\0356 Redlands Mesa\062 251 Colorado Ave\Survey\DWG\0356-062.dwg

RESOLUTION NO. __-26

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO 251-259 COLORADO LLC TO ALLOW FOR THE ENCROACHMENT OF AN EXISTING HISTORIC BUILDING WITHIN THE PUBLIC RIGHT OF WAY ADJACENT TO 251 COLORADO AVENUE, GRAND JUNCTION, COLORADO

Recitals.

251-259 LLC ("Petitioner") represents it is the owner of the following described real property in the City of Grand Junction:

> Tax Parcel No. 2945-143-26-006, commonly known as 251 Colorado Avenue, Grand Junction, Colorado.

The Petitioner has requested that the City issue a Revocable Permit to allow for an existing historic building encroachment, subject to the terms of the permit, within the limits of the following described public right of way for Colorado Avenue and depicted on Exhibit B to this Resolution, which Exhibit is incorporated herein by reference:

> A strip of land across Colorado Avenue right of way per map of First Division, Resurvey, Town of Grand Junction, Col., as recorded at Reception 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly describe as follows:
>
> The south one-half (0.5') foot of Colorado Avenue right of way exclusive to that portion adjoining Lot 12, and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
>
> South line of said strip is coincident with the north line of said Lot 12 and Lot 13,
>
> Except the west (12') feet thereof,
>
> Containing 19.1 Square feet, more or less.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2026-** in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City.

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

In consideration and adoption of the Recitals the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purposes described and within the limits of the public right-of-way described and depicted subject to each and every term and condition of the Revocable Permit.

PASSED and ADOPTED this _______ day of _______________ 2026.

Attest:

______________________________	______________________________
Selestina Sandoval	Abam Herman
City Clerk	President of the City Council

REVOCABLE PERMIT

Recitals.

A. 251-259 Colorado LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County Mesa, State of Colorado, to wit:

Tax Parcel No. 2945-143-26-006, commonly known as 251 Colorado Avenue, Grand Junction, Colorado.

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for existing building, subject to the terms of the permit, within the limits of the following described public right-of-way for Colorado Avenue (refer to Exhibit B for graphical representation):

> A strip of land across Colorado Avenue right of way per map of First Division, Resurvey, Town of Grand Junction, Col., as recorded at Reception 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly describe as follows:
>
> The south one-half (0.5') foot of Colorado Avenue right of way exclusive to that portion adjoining Lot 12, and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
>
> South line of said strip is coincident with the north line of said Lot 12 and Lot 13,
>
> Except the west (12') feet thereof,
>
> Containing 19.1 Square feet, more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2026-** in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit and the Charter and Ordinances of the City shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities

or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioner, for himself and for his successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that he shall at all times keep the above-described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for the existing historic building encroachment into the Colorado Avenue public right of way shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of the Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the Petitioner's last known address), peaceably surrender said public right of way available for use by the City, the County of Mesa, the State of Colorado, Public Utilities, or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination, or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this ________ day of ______________________, 2026.

City of Grand Junction, a Colorado home rule municipality

______________________________	______________________________
Selestina Sandoval	Michael P. Bennett
City Clerk	City Manager

Acceptance by the Petitioner:

____
251-259 Colorado LLC
By ___________
Title ______________

AGREEMENT

251-259 Colorado LLC, for itself and its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approved Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way fully available for use by the City of Grand Junction or the general public; and

(d) At the sole cost and expense of the petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _______ day of _______________, 2026.

____

251-259 Colorado LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ______ day of _____________, 2026, by 251-259 Colorado LLC.

My Commission expires: __________________
Witness my hand and official seal.

____
Notary Public

Grand Junction City Council

Regular Session

Item #2.b.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-091-2026 and Authorizing the City Manager to Sign

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Regional Airport Authority (GJRAA) board submitted an application for FAA funding through the Infrastructure Investment and Jobs Act (IIJA) to fund important terminal improvements including the establishment of a pet relief area, nursing mothers' room, and family bathroom with an adult changing table in the secure area; the installation of automated exit lane technology; and modernization of the elevators. These improvements are primarily intended to meet current requirements, enhance accessibility for the facility, and improve the reliability of vertical transportation.

An application was submitted to the FAA for a total project cost of $3,001,000, of which, grant funding is estimated at $2,375,991 and the GJRAA portion will be $625,009.

As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No.73-26, a resolution authorizing approval of FAA grant offer No. 3-08-0027-091-2026.

Attachments

1. 91.2 Co-Sponsorship Agreement-City AIP-091
2. RES - 73-26 FAA AIP Grant 3-08-0027-091-2026

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2026, 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. 3-08-0027-091-2026 ("Project").

D. The FAA is willing to provide up to $2,375,991 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 ____
Chief Executive Officer, Angela Padalecki
Grand Junction Regional Airport Authority

CITY OF GRAND JUNCTION

By ____
Mike Bennett, City Manager
City of Grand Junction

RESOLUTION NO. 73-26

APPROVING THE ACCEPTANCE OF FAA AIRPORT IMPROVEMENT PROGRAM GRANT OFFER NO. 3-08-0027-091-2026 AND AUTHORIZING THE CITY MANAGER TO SIGN

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport Authority) is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S., and is the owner and operator of the Grand Junction Regional Airport (Airport). The Airport Authority is a separate and distinct entity from the City of Grand Junction (City).

The Airport Authority has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics.

The subject of this Resolution is the GJRAA board's application for FAA funding through the Infrastructure Investment and Jobs Act (IIJA) to fund terminal improvements, including the establishment of a pet relief area, a nursing mothers' room, and a family bathroom with an adult changing table in the secure area, the installation of automated exit lane technology, and the modernization of the elevators. These improvements are primarily intended to meet current requirements, enhance accessibility for the facility, and improve the reliability of vertical transportation.

The application was submitted to the FAA for a total project cost of $3,001,000, of which grant funding is estimated at $2,375,991 and the GJRAA portion will be $625,009.

Pursuant to Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority applied for monies from the FAA for the construction of certain improvements upon the Airport, pursuant to the terms, plans, and specifications set forth in AIP Grant No. 3-08-0027-091-2026 (Project). The FAA is willing to provide up to $2,375,991 toward the estimated costs of the Project, provided that the City and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority.

As creators and co-sponsors of the Airport Authority, both the Mesa County Board of County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

The FAA requires the City and the County to execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and the County have taxing authority, whereas the Airport Authority does not, so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement should the Airport Authority be unable to satisfy those commitments out of the net revenues generated by the operation of the Airport. Second, the City and the County have jurisdiction over the zoning and land use regulation of the real property surrounding the Airport, whereas the Airport Authority does not.

The City is willing to execute the Grant Agreement as a co-sponsor, subject to the terms and conditions of the Supplemental Co-Sponsorship Agreement between the City and the Airport Authority, under which the Airport Authority agrees to indemnify and hold the City, its officers, employees, and agents harmless from claims arising out of or related to the Grant Agreement and the Project, other than the City's zoning and land use obligations under paragraph 21 of the Assurances incorporated by reference into the Grant Agreement.

By and with approval of this Resolution the City Council approves the acceptance of the FAA grant offer and authorizes the City Manager to execute the Grant Agreement, as co-sponsor, and the Supplemental Co-Sponsorship Agreement.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, authorizes, affirms, and directs the approval and acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-091-2026 and the Grant Agreement, in an amount of up to $2,375,991, in support of the GJRAA as described generally herein and in more detail in the Grant Application, the Grant Offer and Agreement, and the Supplemental Co-Sponsorship Agreement, and authorizes the City Manager and City Attorney to sign in accordance with this Resolution and other applicable Resolutions.

PASSED and ADOPTED this ____ day of August, 2026.

Laurel Lutz
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #2.c.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-092-2026 and Authorizing the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

Accept FAA Airport Improvement Program Grant offer No. 3-08-0027-092-2026 in the amount of $854,820 for the design of navigational aids and procurement of navigational aid buildings related to the runway replacement program between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

BACKGROUND OR DETAILED INFORMATION:

The Shift Runway 11/29 NAVAID Design and Buildings RA Grant offer from the FAA is to fund the cost of the engineering design for the permanent location of the navigational aids for the runway as part of the ongoing runway replacement program as well as the procurement of the building structures to house the navigational aids.

This grant will fund approximately 95% of the cost of the work associated with the navigational aid design and building purchases. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No. 68-26, a Resolution authorizing the Grand Junction Regional Airport FAA Grant offer No. 3-08-092-2026

Attachments

1. 02.1 GJT-NMG-3-08-0027-092-2026-Grant Agreement - unsigned
2. 02.2 Co-Sponsorship Agreement-City AIP-092
3. RES-68-26-FAA-AIP-Grant-3-08-0027-092-2026-DRAFT

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

Ms. Linde Marshall, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Mr. Mike Bennett, City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Mr. James J. Fletcher, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Ms. Marshall, Mr. Bennett, and Commissioner Fletcher:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-092-2026 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

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

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

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2026**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

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

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

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Grand Junction Regional Airport
Airport Grant Number	3-08-0027-092-2026 [Contract No: DOT-FA26NM-1091]
Unique Entity Identifier	P2MUNC6N7YM6

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

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 22, 2026, 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:

Shift Runway 11/29 (NAVAIDS Design & Buildings RA)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (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 (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

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 $854,820.

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 USC § 47108(b):
$0 for planning
$854,820 for airport development or noise program implementation; and,
$0 for land acquisition.

2. Grant Performance. This agreement is subject to the following federal award requirements:

a. Period of Performance:

i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

ii. End Date: Four (4) years to the calendar day from the date of acceptance.

iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. Budget Period:

i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

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 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **August 28, 2026**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. 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. Upon request, the sponsor must furnish to the Secretary 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.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

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

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

13. **Informal Letter Amendment of 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, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 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 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

   i. 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.

   ii. 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.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or 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 the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated July 11, 2023, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. **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.

34. **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).

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

36. **Environmental – Mitigation Measures.** The environmental approval for this project was issued on April 7, 2016 This project includes the following mitigation measures:

    - Construction of parking/staging area adjacent to 27 ¼ Road for users of the BLM recreational area in exchange for the land transfer from BLM.
    - Level II photo documentation of the railroad bed of the historic Little Book Cliff Railway (5ME1768.4) that will be impacted by the Proposed Action (Appendix 12 of FEA).
    - Completion of a raptor survey prior to any construction activities occurring between February 1 and August 15. The survey will be shared with the FAA, USFWS and BLM. If any raptors are identified, the appropriate timing limitations will apply.
    - Obtain a nationwide permit for all work within Waters of the US that fall under the jurisdiction of the USACE. Complete all mitigation included in the permit that is approved by the USACE in accordance with the terms of the permit.
    - Include Best Management Practices (BMPs) to limit construction impacts. The contractor would be required to carry out dust and erosion control procedures, such as watering to control dust, seeding with a temporary cover crop in work areas that are temporarily inactive, and installation/maintenance of silt fence. These requirements would be included in the project drawings and specifications under the FAA standard specification Item P-156, "Temporary Air and Water Pollution, Soil Erosion, and Siltation Control" (AC 150/5370-10).
    - Development of a Storm Water Pollution Prevention Plan (SWPPP) in association with the NPDES Construction Permit.
    - All water features will be designed to meet FAA AC 150/5200-33B (Hazardous Wildlife Attractants On or Near Airports).
    - All phases of construction would be performed in accordance with FAA AC 150/5370-10, Standards for Specifying Construction of Airports.
    - Contaminated soil and water will be handled and disposed of in accordance with applicable federal, state and/or local regulations.
    - In the event that cultural or archaeological resources are discovered during construction, all work will stop until GJT notifies SHPO and the FAA Denver Airports District Office (DEN-ADO). GJT shall protect the area until cultural/archaeological resource concerns have been appropriately addressed, and GJT shall take action to comply with the National Historic

Preservation Act, the Native American Graves Protection and Repatriation Act, and the Archaeological Resources Protection Act, as appropriate.

- During construction, in the event that previously unknown contaminants are discovered or if a reportable spill occurs, work shall cease until GJT notifies appropriate local, state, and Federal agencies.
- The contractor will receive a packet that identifies the threatened and endangered species that could be found in the project area. If threatened and endangered species are sighted during construction, work shall cease in the immediate area of the endangered species and all sightings shall be reported to the USFWS and the FAA.
- If the uranium mill tailings located at the existing remote transmitter-receiver (RTR) are disturbed during the relocation of the RTR, the tailings will be reburied on site under at least six inches of good material in a location inaccessible by the general public. The Colorado Department of Health will be contacted prior to relocation to ensure compliance with all regulations and requirements.

The sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

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

____
(Signature)

____
(Typed Name)

____
(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated ______________________________

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: ______________________________

(Typed Name of Sponsor's Authorized Official)

Title: ______________________________

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

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

Dated ______________________________

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: ______________________________

(Typed Name of Sponsor's Authorized Official)

Title: ______________________________

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at ______________________________

By: ______________________________
(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

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

Dated ______________________________

COUNTY OF MESA, COLORADO

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: ______________________________

(Typed Name of Sponsor's Authorized Official)

Title: ______________________________

(Title of Sponsor's Authorized Official)

[6] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[7] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

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

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]
j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]
k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]
l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]
m. 49 CFR Part 20 – New Restrictions on Lobbying.
n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 22, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

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 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2026, 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. 3-08-0027-092-2026 ("Project").

D. The FAA is willing to provide up to $854,820 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 ____
Chief Executive Officer, Angela Padalecki
Grand Junction Regional Airport Authority

CITY OF GRAND JUNCTION

By ____
Mike Bennett, City Manager
City of Grand Junction

RESOLUTION NO. 68-26

APPROVING THE ACCEPTANCE OF FAA AIRPORT IMPROVEMENT PROGRAM GRANT OFFER NO. 3-08-0027-092-2026 AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO SIGN

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport Authority) is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S., and is the owner and operator of the Grand Junction Regional Airport (Airport). The Airport Authority is a separate and distinct entity from the City of Grand Junction (City).

The Airport Authority has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics.

The subject of this Resolution is FAA AIP Grant Offer No. 3-08-0027-092-2026, Shift Runway 11/29 (NAVAIDS Design and Buildings RA), which will fund the cost of the engineering design for the permanent location of the navigational aids for the runway as part of the ongoing runway replacement program, as well as the procurement of the building structures to house the navigational aids.

The FAA has offered to pay 95 percent of the allowable costs incurred in accomplishing the Project, and the maximum obligation of the United States under the Grant Offer is $854,820. The Airport Authority is responsible for the balance of the Project cost.

Pursuant to Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority submitted a Project Application dated June 22, 2026, for monies from the FAA for certain improvements upon the Airport, pursuant to the terms, plans, and specifications set forth in AIP Grant No. 3-08-0027-092-2026 (Project). The FAA is willing to provide up to $854,820 toward the estimated costs of the Project, provided that the City and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority.

As creators and co-sponsors of the Airport Authority, both the Mesa County Board of County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

The FAA requires the City and the County to execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and the County have taxing authority, whereas the Airport Authority does not, so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement should the Airport Authority be unable to satisfy those commitments out of the net revenues generated by the operation of the Airport. Second, the City and the County have jurisdiction over the zoning and land use regulation of the real property surrounding the Airport, whereas the Airport Authority does not.

The City is willing to execute the Grant Agreement as a co-sponsor, subject to the terms and conditions of the Supplemental Co-Sponsorship Agreement between the City and the Airport Authority, under which the Airport Authority agrees to comply with each requirement imposed on the Sponsor by the Grant Agreement, other than the zoning and land use requirements of paragraph 21 of the Assurances, and agrees to indemnify and hold the City, its officers, employees, and agents harmless from claims arising out of or related to the Grant Agreement and the Project, other than the City's zoning and land use obligations under paragraph 21 of the Assurances incorporated by reference into the Grant Agreement.

The Grant Offer expires, and the United States will not be obligated to pay any part of the costs of the Project, unless the Grant Offer is accepted on or before August 28, 2026, or such subsequent date as may be prescribed in writing by the FAA, and all signatures must be obtained and finalized no later than August 31, 2026.

By and with approval of this Resolution the City Council approves the acceptance of the FAA Grant Offer and authorizes the City Manager and the City Attorney to execute the Grant Agreement, as co-sponsor, and the Supplemental Co-Sponsorship Agreement.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, authorizes, affirms, and directs the approval and acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-092-2026 and the Grant Agreement, in an amount of up to $854,820, in support of the GJRAA as described generally herein and in more detail in the Grant Application, the Grant Offer and Agreement, and the Supplemental Co-Sponsorship Agreement, and authorizes the City Manager and City Attorney to sign in accordance with this Resolution and other applicable Resolutions.

PASSED and ADOPTED this ____ day of August, 2026.

____

Laurel Lutz
President of the City Council

ATTEST:

____

Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #2.d.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-093-2026 and Authorizing the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

Accept FAA Airport Improvement Program Grant offer No. 3-08-0027-093-2026 in the amount of $13,265,445 for the Runway Replacement Program – Transition and Taxiway Conversion Costs between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority and authorize the chair and County Attorney to sign.

BACKGROUND OR DETAILED INFORMATION:

In January 2026, the Grand Junction Regional Airport Authority (GJRAA) board submitted an application for FAA funding related to the remainder of the runway replacement program costs including paving the new runway and building new connectors to the future taxiway anticipated to be completed in 2028 totaling $42,000,000. The FAA has indicated the intent to fund the remaining costs in 2026, 2027, and 2028 grants.

This FY 2026 Runway grant will fund 95% of 3 phases of the paving and runway transition project approved by the GJRAA Board in April 2026.

As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No. 74-26, a Resolution authorizing the Grand Junction Regional Airport FAA Grant offer No. 3-08-0027-093-2026

Attachments

1. 93.2 Co-Sponsorship Agreement-City AIP-093
2. RES-74-26-FAA-AIP-Grant-3-08-0027-093-2026-DRAFT

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2026, 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. 3-08-0027-093-2026 ("Project").

D. The FAA is willing to provide up to $13,265,445 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 ____
Chief Executive Officer, Angela Padalecki
Grand Junction Regional Airport Authority

CITY OF GRAND JUNCTION

By ____
Mike Bennett, City Manager
City of Grand Junction

RESOLUTION NO. 74-26

APPROVING THE ACCEPTANCE OF FAA AIRPORT IMPROVEMENT PROGRAM GRANT OFFER NO. 3-08-0027-093-2026 AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO SIGN

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport Authority) is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S., and is the owner and operator of the Grand Junction Regional Airport (Airport). The Airport Authority is a separate and distinct entity from the City of Grand Junction (City).

The Airport Authority has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics.

The subject of this Resolution is FAA AIP Grant Offer No. 3-08-0027-093-2026, Runway Replacement Program, Transition and Taxiway Conversion Costs. In January 2026, the Airport Authority board submitted an application for FAA funding for the remainder of the runway replacement program costs, including paving the new runway and building new connectors to the future taxiway, anticipated to be completed in 2028, totaling $42,000,000. The FAA has indicated its intent to fund the remaining costs through 2026, 2027, and 2028 grants.

This FY 2026 Grant Offer will fund 95 percent of three phases of the paving and runway transition project approved by the Airport Authority Board in April 2026. The maximum obligation of the United States under the Grant Offer is $13,265,445. The Airport Authority is responsible for the balance of the Project cost.

Pursuant to Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority applied for monies from the FAA for the construction of certain improvements upon the Airport, pursuant to the terms, plans, and specifications set forth in AIP Grant No. 3-08-0027-093-2026 (Project). The FAA is willing to provide up to $13,265,445 toward the estimated costs of the Project, provided that the City and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority.

As creators and co-sponsors of the Airport Authority, both the Mesa County Board of County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

The FAA requires the City and the County to execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and the County have taxing authority, whereas the Airport Authority does not, so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement should the Airport Authority be unable to satisfy those commitments out of the net revenues generated by the operation of the Airport. Second, the City and the County have jurisdiction over the zoning and land use regulation of the real property surrounding the Airport, whereas the Airport Authority does not.

The City is willing to execute the Grant Agreement as a co-sponsor, subject to the terms and conditions of the Supplemental Co-Sponsorship Agreement between the City and the Airport

Authority, under which the Airport Authority agrees to comply with each requirement imposed on the Sponsor by the Grant Agreement, other than the zoning and land use requirements of paragraph 21 of the Assurances, and agrees to indemnify and hold the City, its officers, employees, and agents harmless from claims arising out of or related to the Grant Agreement and the Project, other than the City's zoning and land use obligations under paragraph 21 of the Assurances incorporated by reference into the Grant Agreement.

By and with approval of this Resolution the City Council approves the acceptance of the FAA Grant Offer and authorizes the City Manager and the City Attorney to execute the Grant Agreement, as co-sponsor, and the Supplemental Co-Sponsorship Agreement.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, authorizes, affirms, and directs the approval and acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-093-2026 and the Grant Agreement, in an amount of up to $13,265,445, in support of the GJRAA as described generally herein and in more detail in the Grant Application, the Grant Offer and Agreement, and the Supplemental Co-Sponsorship Agreement, and authorizes the City Manager and City Attorney to sign in accordance with this Resolution and other applicable Resolutions.

PASSED and ADOPTED this ____ day of August, 2026.

Laurel Lutz
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #2.e.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Approving the Acceptance of FAA Airport Improvement Program Grant Offer No. 3-08-0027-094-2026 and Authorizing the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

Authorize the Chairman to accept the anticipated FAA Airport Improvement Program Grant offer No. 3-08-0027-094-2026 in the amount of $5,000,000 to Rehabilitate the Sponsor Owned FAA Contract Tower between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Regional Airport Authority (GJRAA) applied for and has been announced as the recipient of $5,000,000 in funding from the Infrastructure Investment and Jobs Act (IIJA) competitive FAA Contract Tower program to make ongoing improvements to the air traffic control tower. Those improvements are intended to include the replacement of the glass on the cab of the tower, replacement of the entire HVAC system, as well as additional storefront window and roof replacement on levels 1-5. This grant will have no required sponsor match and will fund 100% of the eligible costs up to the grant amount.

As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No.75-26, a Resolution authorizing the Grand Junction Regional Airport FAA Grant offer No. 3-08-094-2026

Attachments

1. 94.2 Co-Sponsorship Agreement-City AIP-094
2. RES 75-26 FAA AIP Grant 3-08-0027-094-2026 DRAFT

<u>SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT</u>

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2026, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

<u>RECITALS</u>

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. 3-08-0027-094-2026 ("Project").

D. The FAA is willing to provide up to $5,000,000 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

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

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

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

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By ____
Chief Executive Officer, Angela Padalecki
Grand Junction Regional Airport Authority

CITY OF GRAND JUNCTION

By ____
Mike Bennett, City Manager
City of Grand Junction

RESOLUTION NO. 75-26

A RESOLUTION APPROVING THE ACCEPTANCE OF FAA AIRPORT IMPROVEMENT PROGRAM GRANT OFFER NO. 3-08-0027-094-2026 AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO SIGN

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or 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 of Grand Junction (City), and is the owner and operator of the Grand Junction Regional Airport (Airport).

The Airport Authority has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics.

The Airport Authority applied for and has been announced as the recipient of $5,000,000 in funding from the Infrastructure Investment and Jobs Act (IIJA) competitive FAA Contract Tower program to make ongoing improvements to the air traffic control tower. Those improvements are intended to include the replacement of the glass on the cab of the tower, replacement of the entire HVAC system, as well as additional storefront window and roof replacement on levels 1 through 5. This grant will have no required sponsor match and will fund 100 percent of the eligible costs up to the grant amount.

Pursuant to Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority applied for monies from the FAA for the construction of certain improvements upon the Airport, pursuant to the terms, plans, and specifications set forth in AIP Grant No. 3-08-0027-094-2026 (Project). The FAA is willing to provide up to $5,000,000 toward the estimated costs of the Project, provided the City and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority.

The FAA requires the City and Mesa County to execute the Grant Agreement as co-sponsors because the City and the county have taxing authority and the Airport Authority does not, and because the City and the county have zoning and land use jurisdiction over the real property surrounding the Airport and the Airport Authority does not. By executing the Grant Agreement, the City warrants to the FAA that the proposed improvements are consistent with the City's plans for development of the area surrounding the Airport, and that the City 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.

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 the Supplemental Co-Sponsorship Agreement, under which the Airport Authority agrees to indemnify and hold the City harmless as set forth in that agreement.

As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

There is no fiscal impact to the City as a result of the adoption of this Resolution.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, approves the acceptance of the anticipated FAA Airport Improvement Program Grant Offer No. 3-08-0027-094-2026 in the amount of $5,000,000 to rehabilitate the sponsor owned FAA contract tower, between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority, and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority, and authorizes the City Manager and the City Attorney to sign the Grant Agreement, the Co-Sponsorship Agreement, and such other documentation as is required in accordance with this Resolution and other applicable Resolutions.

PASSED and ADOPTED this 19th day of August, 2026.

____

[Council President Name]
President of the City Council

ATTEST:

____

Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #2.f.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution of Council Support for the Airport Authority Acceptance of Future 2026 FAA AIP Grants Consistent with AIP Grant Language 92 and 93

RECOMMENDATION:

Staff recommends approval of this item

EXECUTIVE SUMMARY:

Authorize the City Manager and City Attorney to accept FAA AIP Grants approved by the Airport Authority Board consistent with the language in AIP grants 92 and 93 and consistent with Airport Authority Board approved grant applications between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and execute the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority when received and contingent on final review and approval of the executed grant documents by the City Council and Mesa County Commissioners.

BACKGROUND OR DETAILED INFORMATION:

In January 2026, the Grand Junction Regional Airport Authority (GJRAA) board submitted an application for FAA funding related to the remainder of the runway replacement program costs including paving the new runway and building new connectors to the future taxiway anticipated to be completed in 2028 totaling $42,000,000. The FAA has indicated the intent to fund the remaining costs in 2026, 2027, and 2028 grants.

The FAA has indicated that if the Airport is awarded a grant in this fiscal year, it will be in mid September and the turnaround time for signatures will be extremely short.

To ensure the GJRAA remains positioned to capture any grant funding the FAA has available in this fiscal year, GJRAA is requesting the County and City to pre-authorize the acceptance of AIP grant awards, should they be offered and consistent with the terms of the grant applications and the grant agreements presented for approval. This authorization will enable all parties to execute the required documentation within the date range specified in the grant documents.

City approval of the grant funding is contingent on the final grant documents being brought back to the City Council at a future date for review and ratification.

As creators and co-sponsors of the GJRAA, both the County Commissioners and the City Council must also approve grant awards from the FAA and sign a corresponding co-sponsorship agreement. Action on this item is expected at the August 18, 2026 Grand Junction Regional Airport Authority board of commissioners meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to approve Resolution XX a Resolution of Council support for the Airport Authority to accept FAA AIP grants consistent with the language in AIP grants 92 and 93 and contingent on final agreements being brought back to City Council for future review and approval.

Attachments

1. RES-GJRAA-FAA-AIP-92-93-Preauthorization-DRAFT

RESOLUTION NO. ___-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION SUPPORTING THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY'S ACCEPTANCE OF FUTURE 2026 FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS CONSISTENT WITH THE LANGUAGE IN AIP GRANTS 92 AND 93, AND AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO SIGN THE GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT, CONTINGENT ON FINAL REVIEW AND RATIFICATION BY THE CITY COUNCIL

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics. The subject of this Resolution is future 2026 FAA AIP grants consistent with the language in AIP grants 92 and 93.

In January 2026, the GJRAA Board submitted an application for FAA funding for the remainder of the runway replacement program costs, including paving the new runway and building new connectors to the future taxiway, anticipated to be completed in 2028, totaling $42,000,000. The FAA has indicated its intent to fund the remaining costs in 2026, 2027, and 2028 grants.

The FAA has indicated that if the Airport is awarded a grant in this fiscal year, it will be in mid-September, and the turnaround time for signatures will be extremely short.

To ensure the GJRAA remains positioned to capture any grant funding the FAA has available in this fiscal year, the GJRAA is requesting the City Council and the Board of County Commissioners to pre-authorize the acceptance of AIP grant awards, should they be offered and consistent with the terms of the grant applications and the grant agreements presented for approval. This authorization will enable all parties to execute the required documentation within the date range specified in the grant documents.

City approval of the grant funding is contingent on the final grant documents being brought back to the City Council at a future date for review and ratification.

As creators and co-sponsors of the GJRAA, both the County Commissioners and the City Council must also approve grant awards from the FAA and sign a corresponding co-sponsorship agreement. Action on this item is expected at the August 18, 2026, Grand Junction Regional Airport Authority Board of Commissioners meeting.

By and with approval of this Resolution the City Council authorizes the City Manager and the City Attorney to execute the required grant documentation as soon as the grant award or awards are made, subject to the ratification contingency stated above.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, authorizes, affirms, and directs the approval of the Grant Offers and Agreements from the Federal Aviation Administration in an amount to be determined, in support of the GJRAA as described generally herein and in more detail in the Grant Application and the Grant Offer and Agreements and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority, and authorizes the City Manager and the City Attorney to sign in accordance with this Resolution and other applicable Resolutions, contingent on the final executed grant documents being returned to the City Council for review and ratification.

PASSED and ADOPTED this ____ day of ____________, 2026.

____
President of the City Council

ATTEST:

____
City Clerk

Grand Junction City Council

Regular Session

Item #2.g.

Meeting Date: August 19, 2026

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. To the City Manager

Information

SUBJECT:

A Resolution Approving Amendment(s) to AIP Grant 3-08-0027-089-2025 and Authorizing the City Manager and City Attorney to Sign

RECOMMENDATION:

Staff recommends approval of this item

EXECUTIVE SUMMARY:

The purpose of this item is to approve an FAA amendment to the previously approved AIP grant 3-08-0027-089-2025.

BACKGROUND OR DETAILED INFORMATION:

The FAA has sent an amendment to AIP grant 3-08-0027-089-2025, a grant that was previously approved by the City Council and County Commission and signed on September 26, 2025. The previously approved grant (attached) would be amended to include the following adjustments to conditions:

1. the grant description that was previously approved is amended to specify the construction project the grant is related to
2. Inserts special conditions regarding navigational aid and the testing of instrument landing systems in accordance with FAA standards
3. Inserts environmental mitigation measures to be consistent with those included in AIP 93

As co-sponsors of the Airport Authority, this amendment needs to be reviewed and approved by the Mesa County Board of Commissioners and the Grand Junction City Council.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution 78-26, a Resolution Approving Amendment(s) to AIP Grant 3-08-0027-089-2025 and authorizing the City Manager and City Attorney to sign

Attachments

1. GJT-NMG-3-08-0027-089-2025 Grant Agreement - AMD 1 draft
2. GJT-NMG-3-08-0027-089-2025-Grant Agreement (part 1) - signed
3. RES-78-26-FAA-AIP-Grant-089-2025-Amendment-1-DRAFT

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")}}

Ms. Linde Marshall, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Mr. Mike Bennett, City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Mr. James J. Fletcher, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Grand Junction Regional Airport
Grand Junction, Colorado
AIP Grant No. 3-08-0027-089-2025
Contract No. DOT-FA25NM-1167
UEI No. P2MUNC6N7YM6
Formal Amendment No. 1

Dear Ms. Marshall, Mr. Bennett, and Commissioner Fletcher,

We are enclosing an electronic copy of Amendment No. 1 to the subject grant agreement for your signature.

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

- The governing body must provide authority to execute the amendment to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the amendment by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the amendment, the sponsor's attorney will automatically be sent the amendment via email to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the amendment.
- Following the attorney's action, the executed amendment will be automatically sent to all parties as an attachment to an email.

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

Please don’t hesitate to call Todd Minnich if you have any questions. Todd can be reached at (303) 342-1279.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman, Manager
Denver Airports District Office

enclosure

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

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

P2MUNC6N7YM6
(UEI No)

Grand Junction Regional Airport
(Airport/Planning Area)

AMENDMENT NO. 1 TO GRANT AGREEMENT AIP GRANT NO. 3-08-0027-089-2025

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 26, 2025 be amended in conformance with the Sponsor's letter dated August 5, 2026 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

1. The Grant description is hereby revised as defined below:

   Shift Runway 11/29 (About 72% of Runway Transition Construction Schedules 3, 4, and 6)

2. Insert new Special Condition 45 to read:

   Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

3. Insert new Special Condition 46 to read:

   Instrument Landing System and Associated Equipment in Project. The sponsor agrees that it will:

   a. Prior to commissioning, assure the equipment meets the FAA's standards; and
   b. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

4. Insert new Special Condition 47 to read:

   Airport - Owned Visual or Electronic Navigation Aids in Project. The sponsor agrees that it will:

   a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC § 44502(e);
   b. Prior to commissioning, assure the equipment meets the FAA's standards; and
   c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

5. Insert new Special Condition 48 to read:

   <u>Utility Relocation in Project</u>. The sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the sponsor has submitted evidence satisfactory to the FAA that the sponsor is legally responsible for payment of such costs;

   a. FAA participation is limited to those utilities located on-airport or off-airport only where the sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

   b. The utilities exclusively serve the airport.

6. Insert new Special Condition 49 to read:

   <u>Environmental – Mitigation Measures</u>. The environmental approval for this project was issued on April 7, 2016. This project includes the following mitigation measures:

- Construction of parking/staging area adjacent to 27 ¼ Road for users of the BLM recreational area in exchange for the land transfer from BLM.
- Level II photo documentation of the railroad bed of the historic Little Book Cliff Railway (5ME1768.4) that will be impacted by the Proposed Action (Appendix 12 of FEA).
- Completion of a raptor survey prior to any construction activities occurring between February 1 and August 15. The survey will be shared with the FAA, USFWS and BLM. If any raptors are identified, the appropriate timing limitations will apply.
- Obtain a nationwide permit for all work within Waters of the US that fall under the jurisdiction of the USACE. Complete all mitigation included in the permit that is approved by the USACE in accordance with the terms of the permit.
- Include Best Management Practices (BMPs) to limit construction impacts. The contractor would be required to carry out dust and erosion control procedures, such as watering to control dust, seeding with a temporary cover crop in work areas that are temporarily inactive, and installation/maintenance of silt fence. These requirements would be included in the project drawings and specifications under the FAA standard specification Item P-156, "Temporary Air and Water Pollution, Soil Erosion, and Siltation Control" (AC 150/5370-10).
- Development of a Storm Water Pollution Prevention Plan (SWPPP) in association with the NPDES Construction Permit.
- All water features will be designed to meet FAA AC 150/5200-33B (Hazardous Wildlife Attractants On or Near Airports).
- All phases of construction would be performed in accordance with FAA AC 150/5370-10, Standards for Specifying Construction of Airports.
- Contaminated soil and water will be handled and disposed of in accordance with applicable federal, state and/or local regulations.
- In the event that cultural or archaeological resources are discovered during construction, all work will stop until GJT notifies SHPO and the FAA Denver Airports District Office (DEN-ADO). GJT shall protect the area until cultural/archaeological resource concerns have been appropriately addressed, and GJT shall take action to comply with the National Historic Preservation Act, the Native American Graves Protection and Repatriation Act, and the Archaeological Resources Protection Act, as appropriate.
- During construction, in the event that previously unknown contaminants are discovered or if a reportable spill occurs, work shall cease until GJT notifies appropriate local, state, and Federal agencies.
- The contractor will receive a packet that identifies the threatened and endangered species that could be found in the project area. If threatened and endangered species are sighted during construction, work shall cease in the immediate area of the endangered species and all sightings shall be reported to the USFWS and the FAA.

- If the uranium mill tailings located at the existing remote transmitter-receiver (RTR) are disturbed during the relocation of the RTR, the tailings will be reburied on site under at least six inches of good material in a location inaccessible by the general public. The Colorado Department of Health will be contacted prior to relocation to ensure compliance with all regulations and requirements.

The sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of {{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}} .

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1: signature}}

(Signature)

Jesse A. Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

P2MUNC6N7YM6

(UEI No)

Grand Junction Regional Airport

(Airport/Planning Area)

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

{{Sig_es_:signer2: signature}}

(Signature of Sponsor's Designated Official Representative)

{{N_es_:signer2: fullname}}

(Typed Name of Sponsor's Designated Official Representative)

{{*Ttl_es_:signer2: title}}

(Typed Title of Sponsor's Designated Official Representative)

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

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Colorado and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

By: {{Sig_es_:signer3: signature}}

(Signature of Sponsor's Attorney)

P2MUNC6N7YM6

(UEI No)

Grand Junction Regional Airport

(Airport/Planning Area)

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

{{Sig_es_:signer4: signature}}

(Signature of Sponsor's Designated Official Representative)

{{N_es_:signer4: fullname}}

(Typed Name of Sponsor's Designated Official Representative)

{{*Ttl_es_:signer4: title}}

(Typed Title of Sponsor's Designated Official Representative)

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

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Colorado and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

By: {{Sig_es_:signer5: signature}}

(Signature of Sponsor's Attorney)

P2MUNC6N7YM6

(UEI No)

Grand Junction Regional Airport

(Airport/Planning Area)

COUNTY OF MESA, COLORADO

(Name of Sponsor)

{{Sig_es_:signer6: signature}}

(Signature of Sponsor's Designated Official Representative)

{{N_es_:signer6: fullname}}

(Typed Name of Sponsor's Designated Official Representative)

{{*Ttl_es_:signer6: title}}

(Typed Title of Sponsor's Designated Official Representative)

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

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Colorado and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

By: {{Sig_es_:signer7: signature}}

(Signature of Sponsor's Attorney)

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

September 26, 2025

Ms. Linde Marshall, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Mr. Mike Bennett, City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Mr. Cody Davis, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Ms. Marshall, Mr. Bennett, and Commissioner Davis:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-089-2025 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

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

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

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 26, 2025**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

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

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

Sincerely,

Jesse A Lyman

Jesse A Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 26, 2025	
Airport/Planning Area	Grand Junction Regional Airport	
Airport Infrastructure Grant Number	3-08-0027-089-2025	[Contract No. DOT-FA25NM-1167]
Unique Entity Identifier	P2MUNC6N7YM6	

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

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 24, 2025, 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:

Shift Runway 11/29 (Pavement, Phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (95) % 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 $38,082,122.

   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
   $38,082,122 for 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) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 26, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. 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.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

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

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

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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

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

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

   a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

      i. Severe forms of trafficking in persons;

      ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      iii. The use of forced labor in the performance of this grant; or any subaward; or

      iv. Acts that directly support or advance trafficking in persons, including the following acts:

      a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

      b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

         1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

         2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

      c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

      d) Charging recruited employees a placement or recruitment fee; or

      e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

a. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.
31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;

(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **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).

37. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

38. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

39. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

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

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

41. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

   1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

   2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

   3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

   4. Qualifications of engineering supervision and construction inspection personnel;

   5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

   6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

42. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Shift Runway 11/29 (Pavement, Phase 1); and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Shift Runway 11/29 (Pavement, Phase 1) contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

43. **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.

44. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

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

Jesse A Lyman

(Signature)

Jesse A Lyman

(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. § 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 September 26, 2025

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

Chris West
Chris West (09/26/2025 15:11:21 MDT)

(Signature of Sponsor's Authorized Official)

By: Chris West

(Typed Name of Sponsor's Authorized Official)

Title: Board Commissioner & Vice Chair

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Daniel Reimer, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 26, 2025

By: Daniel S Reimer

(Signature of Sponsor's Attorney)

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

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

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

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

Dated September 26, 2025

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Mike Bennett

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John P. Shaver , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 26, 2025

By: John P. Shaver
John P. Shaver (09/26/2025 15:19:18 MDT)

(Signature of Sponsor's Attorney)

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

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

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

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

Dated September 26, 2025

COUNTY OF MESA, COLORADO

(Name of Sponsor)

Cody Davis (09/26/2025 15:22:10 MDT)

(Signature of Sponsor's Authorized Official)

By: Cody Davis

(Typed Name of Sponsor's Authorized Official)

Title: Mesa County commission

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Todd Starr , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 26, 2025

By: Todd M. Starr
(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

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

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

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

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Grand Junction Regional Airport Authority; City of Grand Junction, Colorado; and County of Mesa, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

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

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 24, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

RESOLUTION NO. 78-26

A RESOLUTION APPROVING AMENDMENT NO. 1 TO FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-08-0027-089-2025 AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO SIGN

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or 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 of Grand Junction (City), and is the owner and operator of the Grand Junction Regional Airport (Airport).

The Airport Authority has a multi-year program to improve the Airport. The Airport Improvement Program (AIP) is continually coordinated with the Federal Aviation Administration (FAA) and the Colorado Department of Transportation (CDOT) Aeronautics Division.

On September 26, 2025, the FAA issued a Grant Offer for AIP Grant No. 3-08-0027-089-2025, Contract No. DOT-FA25NM-1167, for a project at the Airport then described as "Shift Runway 11/29 (Pavement, Phase 1)." The FAA offered to pay 95 percent of the allowable costs of the project, with a maximum obligation of the United States of $38,082,122. The City Council and the Mesa County Board of County Commissioners approved that Grant Agreement, and the Sponsors accepted the Grant Offer on September 26, 2025.

The FAA requires the City and Mesa County to execute AIP grant agreements for the Airport as co-sponsors with the Airport Authority. Under Condition 26 of the Grant Agreement, the co-sponsors jointly and severally adopt and ratify the representations and assurances contained in the Grant Agreement, and the word "Sponsor" as used in the application and the assurances includes all co-sponsors. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve amendments to grant agreements between the FAA and the Airport Authority.

The FAA has now transmitted to the Sponsors Formal Amendment No. 1 to AIP Grant No. 3-08-0027-089-2025, issued in conformance with the Sponsor’s letter dated August 5, 2026. Amendment No. 1 makes the following changes to the Grant Agreement:

1. It revises the grant description to read "Shift Runway 11/29 (About 72% of Runway Transition Construction Schedules 3, 4, and 6)," which specifies the construction project to which the grant relates.
2. It inserts Special Condition 45, Usable Unit of Development, under which the Sponsor agrees that the work funded must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe, regardless of whether the Sponsor receives additional federal funding.
3. It inserts Special Condition 46, Instrument Landing System and Associated Equipment in Project, and Special Condition 47, Airport-Owned Visual or Electronic Navigation Aids in Project, which require the Sponsor to assure that equipment meets FAA standards prior to commissioning, to provide for continuous operation and maintenance of navigational aids funded under the Grant Agreement, and to remove, relocate, lower, mark, or light obstructions to obtain a clear approach as indicated in the 14 C.F.R. Part 77 aeronautical survey.
4. It inserts Special Condition 48, Utility Relocation in Project, which limits federal participation in utility relocation costs.
5. It inserts Special Condition 49, Environmental – Mitigation Measures, which lists the mitigation measures required by the environmental approval issued for the project on April 7, 2016, consistent with the mitigation measures included in AIP 93, and provides that the reasonable cost of completing those measures is an allowable cost within the scope of the project.

Amendment No. 1 does not change the maximum obligation of the United States under the Grant Agreement, and all other terms and conditions of the Grant Agreement remain in full force and effect.

The FAA requires that the governing body of each Sponsor provide authority to execute Amendment No. 1 to the individual signing on behalf of that Sponsor, and that the Sponsor’s attorney then certify that execution of Amendment No. 1 has been duly authorized and is in accordance with the laws of the State of Colorado. No modification may be made to the text, terms, or conditions of Amendment No. 1.

The City is willing to execute Amendment No. 1 as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of the Supplemental Co-Sponsorship Agreement between the City and the Airport Authority, under which the Airport Authority agrees to indemnify and hold the City harmless as set forth in that agreement.

This amendment has been or will be reviewed and approved by the Mesa County Board of County Commissioners as a co-sponsor of the Airport Authority.

There is no fiscal impact to the City as a result of the adoption of this Resolution.

NOW THEREFORE, the City Council of the City of Grand Junction, having been fully advised in the premises, approves Formal Amendment No. 1 to Grant Agreement AIP Grant No. 3-08-0027-089-2025 between the Federal Aviation Administration, the Grand Junction Regional Airport Authority, the City of Grand Junction, and the County of Mesa, as described generally herein and in more detail in Amendment No. 1, and authorizes the City Manager and the City Attorney to sign Amendment No. 1, any corresponding amendment to or supplement of the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority, and such other documentation as is required in accordance with this Resolution and other applicable Resolutions.

PASSED and ADOPTED this 19th day of August, 2026.

____

[Council President Name]
President of the City Council

ATTEST:

____

Selestina Sandoval
City Clerk

CITY OF Grand Junction COLORADO

Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: August 19, 2026

Presented By: Jay Valentine, Chief Financial Officer, Jerod Timothy, Project Engineer

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

A Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

RECOMMENDATION:

Staff recommends City Council approval of the ordinance.

EXECUTIVE SUMMARY:

The proposed ordinance authorizes the issuance of an additional $9,312,127 in Certificates of Participation (COPs) to continue financing the City's Materials Recovery Facility (MRF) project. This second issuance will fund the remaining acquisition-related costs associated with the facility, including building and site improvements necessary to prepare the facility for installation and operation of the recycling processing equipment.

BACKGROUND OR DETAILED INFORMATION:

The City is continuing development of the Materials Recovery Facility (MRF) at 365 32 Road, a capital project that will significantly expand regional recycling capacity and modernize the City's recycling infrastructure. The project includes renovation of the existing industrial building and installation of advanced sorting equipment that will allow the facility to process substantially more recyclable material while improving operational efficiency and material recovery.

In 2025, City Council approved the initial financing plan for the project, including the acquisition of the property, procurement of recycling processing equipment, and issuance of the first tranche of Certificates of Participation. Since that time, the project has advanced into the construction phase, with building and site improvements underway to prepare the facility for installation and operation of the processing equipment.

The proposed issuance of an additional $9,312,127 in Certificates of Participation represents the second and final planned financing for the project. Proceeds will fund the remaining building and site improvements necessary to complete construction and place the facility into operation.

FISCAL IMPACT:

This issuance represents the final planned permanent financing for the MRF capital project and is consistent with the financing strategy previously presented to City Council.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5338, an ordinance authorizing additional certificates under the 2025 lease purchase financing for additional funding for the acquisition, construction, and equipping of certain solid waste facilities, and in connection therewith authorizing the execution and delivery by the city of a first amendment to a previously executed site and improvement lease agreement, a first amendment to a previously executed lease purchase agreement; and providing for other matters related thereto on final passage and order final publication in pamphlet form.

Attachments

1. Reimbursement Resolution (Additional COPs) MRF Project 2026
2. Authorizing Ordinance 7.29.26

RESOLUTION

A RESOLUTION OF CITY OF GRAND JUNCTION, COLORADO, EXPRESSING ITS INTENT TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE CONSTRUCTION OF CAPITAL IMPROVEMENTS FOR CITY PURPOSES.

WHEREAS, the City of Grand Junction, Colorado (the "City") is a duly and regularly created, established, organized, and existing home rule municipality, and existing as such under and pursuant to its home rule charter and the constitution and laws of the State of Colorado (the "State"); and

WHEREAS, the members of the City Council of the City (the "City Council") have been duly appointed and qualified; and

WHEREAS, it is the current intent of City to acquire, construct and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (the "Project"); and

WHEREAS, the City previously leased certain real property of the City and the improvements located thereon, as further described in Exhibit A to the 2025 Lease (as defined below) (the "Leased Property") to Zions Bancorporation, National Association, acting solely in its capacity as trustee under an Indenture of Trust (the "Trustee"), under that certain Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease") and then leased the Leased Property back from the Trustee pursuant to a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease" and together with the 2025 Site Lease, the "2025 Lease Documents"); and

WHEREAS, in order to finance the Project, pursuant to an Indenture of Trust, executed and delivered by the Trustee, dated as of December 3, 2025 (the "Original Indenture"), there were issued Certificates of Participation, Series 2025, evidencing proportionate interests in the Base Rentals and other Revenues under the 2025 Lease; and

WHEREAS, under certain conditions Additional Certificates (as defined in the Indenture) may be executed and delivered under the terms of the Original Indenture for the purpose of, among other things, financing the costs of completing the Project; and

WHEREAS, the City has determined that it is in the best interest of the City to finance the Project through the execution and delivery of amendments to the 2025 Lease Documents so that the Trustee, pursuant to an amendment and supplement to the 2025 Indenture, may execute and deliver Additional Certificates, or by any other means legally available to the City; and

WHEREAS, the City Council has determined that it is necessary to make capital expenditures to continue to acquire and construct the Project prior to the time that the City arranges for the specific financing to complete the Project; and

WHEREAS, it is the City's reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the City's desire that this resolution shall constitute the "official intent" of the Board to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

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

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the City Council and the officers, employees and agents of the City directed toward the Bonds is hereby ratified, approved and confirmed.

Section 2. The City intends to finance approximately $12 million to pay the costs of the Project, including the reimbursement of certain costs incurred by the City prior to the receipt of any proceeds of a financing, upon terms acceptable to the City, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the City, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED August 5, 2026.

CITY OF GRAND JUNCTION,
COLORADO

By ____________________________________
Mayor

[SEAL]

Attest:

By____________________________________
City Clerk

101620035.v1

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING ADDITIONAL CERTIFICATES UNDER THE 2025 LEASE PURCHASE FINANCING FOR ADDITIONAL FUNDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN SOLID WASTE FACILITIES AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED SITE AND IMPROVEMENT LEASE AGREEMENT, A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED LEASE PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Grand Junction, Colorado (the "City"), is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the City (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, pursuant to the Charter and Article XX of the State Constitution, the City is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to such authority, and in order to acquire, construct, and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (collectively, the "Improvement Project"), the City previously leased certain real property of the City and the improvements located thereon, as further described in Exhibit A to the Lease (as defined below) (the "Leased Property") to Zions Bancorporation, National Association, acting solely in its capacity as trustee under an Indenture of Trust (the "Trustee"), under that certain Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease") and then leased the Leased Property back from the Trustee pursuant to a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease"); and

WHEREAS, in order to finance the Improvement Project, pursuant to an Indenture of Trust, executed and delivered by the Trustee, dated as of December 3, 2025 (the "2025 Indenture"), there were executed and delivered certain Certificates of Participation, Series 2025, evidencing proportionate interests in the Base Rentals and other Revenues under the 2025 Lease (the "2025 Certificates"); and

WHEREAS, the 2025 Certificates were originally issued and are currently outstanding in the aggregate principal amount of $12,810,000; and

WHEREAS, pursuant to Section 2.08 of the 2025 Indenture, under certain conditions Additional Certificates (as defined in the 2025 Indenture) may be executed and delivered under the terms of the 2025 Indenture for the purpose of, among other things, financing the costs of completing the Improvement Project; and

WHEREAS, pursuant to Section 9.01 of the 2025 Indenture, the Indenture may be supplemented or amended, with the written consent of the City but without the consent of or notice to the Owners, for the purpose of authorizing the execution and delivery of Additional Certificates for purposes set forth under Section 2.08 of the 2025 Indenture;

WHEREAS, pursuant to Section 9.03 of the 2025 Indenture, the 2025 Lease and 2025 Site Lease may be amended, without the consent or notice to the owners of the 2025 Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the 2025 Indenture; and

WHEREAS, the City Council of the City (the "Council") has determined and hereby determines that it is in the best interests of the City and its inhabitants to amend the 2025 Lease (the "First Amendment to Lease" and together with the 2025 Lease, the "Lease") and the 2025 Site Lease (the "First Amendment to Site Lease" and together with the 2025 Site Lease, the "Site Lease") so that the Trustee, pursuant to an amendment and supplement to the 2025 Indenture (the "First Supplemental Indenture" and together with the 2025 Indenture, the "Indenture"), authorize the execution and delivery of additional Certificates of Participation (the "2026 Certificates"), the proceeds of which will be used to finance the costs of completing the Improvement Project; and

WHEREAS, the City owns, in fee title, the site and premises, buildings and improvements currently located on the Leased Property; and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the City's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, pursuant to the First Supplemental Indenture, there are expected to be executed and delivered the 2026 Certificates, dated as of their date of delivery, shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the 2026 Certificates will be executed and delivered pursuant to the First Supplemental Indenture and a Certificate Purchase Agreement between the Trustee and D.A. Davidson & Co., as purchaser of the Certificates (the "Purchase Agreement"), which Purchase Agreement will be acknowledged by the City; and

WHEREAS, the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project and pay the costs of issuing the 2026 Certificates; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Council and are on file with the City Clerk of the City (the "City Clerk") the following: (i) the proposed form of the First Amendment to Site Lease; (ii) the proposed form of the First Amendment to Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be executed by the City in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (iv) the proposed form of the Preliminary Official Statement to be executed and delivered by the City in connection with execution and delivery of the Certificates (the "Preliminary Official Statement"); and (v) the form of Purchase Agreement; each of which is approved by this Ordinance with such changes as are approved by the City Manager of the City (the "City Manager") or the Chief Financial Officer of the City (the "Chief Financial Officer"), upon consultation with the City Attorney; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. **Ratification and Approval of Prior Actions**. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Site Lease, the Lease, the implementation of the Improvement Project, the First Amendment to Lease, First Amendment to Site Lease and the execution and delivery of the 2026 Certificates by the Trustee is hereby ratified, approved and confirmed.

Section 2. **Finding of Best Interests**. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Improvement Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the City's purposes and are in the best interests of the inhabitants of the City and the Council hereby authorizes and approves the same.

Section 3. **Supplemental Act Election; Parameters**. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the City Manager or the Chief Financial Officer the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the City pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Termination Date shall be no later than December 31, 2055;

(b) the Lease Term shall not extend beyond December 31, 2045;

(c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed $12,000,000;

(d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $1,350,000;

(e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $22,000,000;

(f) the Lease shall be subject to prepayment at the option of the City, without penalty, no later than December 1, 2035; and

(g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2026 Certificates shall not exceed 6.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President of the City Council (the "President"), the City Manager or the Chief Financial Officer the independent authority to acknowledge the Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Council and on file with the City and as approved as to form by the City Attorney; provided that the Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the City Manager or the Chief Financial Officer is independently authorized to determine if obtaining an insurance policy for all or a portion of the 2026 Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment; provided that any such commitment, documents or agreements are first approved as to form by the City Attorney. The City Manager or the Chief Financial Officer is independently authorized to determine if obtaining a reserve fund insurance policy for the 2026 Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment; provided that any such documents or agreements are first approved as to form by the City Attorney.

The delegation set forth in this Section 3 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project.

Section 4. **Approval of Documents**. The First Amendment to Site Lease, the First Amendment to Lease, First Supplement to Indenture, the Disclosure Certificate and the Purchase Agreement, in substantially the forms presented to the Council and on file with the City Clerk, are in all respects approved, authorized and confirmed. The President is hereby authorized and directed for and on behalf of the City to execute and deliver the First Amendment to the Site Lease, the First Amendment to the Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as on file with the City Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the City Manager of Chief Financial Officer, in consultation with the City Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the First Amendment to the Site Lease, First Amendment to the Lease, and the Disclosure Certificate by the President shall be conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. **Approval of Official Statement**. The City Manager and the Chief Financial Officer are hereby independently authorized to deem the Preliminary Official Statement, in substantially the form as the Official Statement prepared in connection with the 2025 Certificates, and as presented to the Council and on file with the City Clerk, with such changes as are approved by the Chief Financial Officer or the City Manager, as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The City Manager or the Chief Financial Officer is independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the City, in substantially the form and with substantially the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the City Manager, the Chief Financial Officer, or the City Attorney of the City. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 6. **<u>Authorization to Execute Collateral Documents</u>**. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance and to place the seal of the City on any document authorized and approved by this Ordinance. The President, the City Clerk, the City Manager, the Chief Financial Officer and other appropriate employees and officials of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the City Attorney. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the City or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The President, the City Clerk, the City Manager, the Chief Financial Officer and all other employees and officials of the City that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. **<u>No General Obligation Debt</u>**. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the 2026 Certificates, the Disclosure Certificate or the Purchase Agreement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2026 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2026 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the 2026 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2026 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 8. **Reasonableness of Rentals**. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. **City Representatives**. The Council hereby authorizes each of the City Manager, the Chief Financial Officer and the City Attorney to act as City Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the President, as further provided in the Lease.

Section 10. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2026 Certificates. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2026 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the 2026 Certificates specifically waives any such recourse.

Section 11. **Limitation of Action**. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the 2026 Certificates, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the 2026 Certificates.

Section 12. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 13. **Repealer**. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

Section 14. **Severability**. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 15. **Charter Controls**. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 16. **Safety Clause**. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 17. **Disposition of Ordinance**. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 18. **Effective Date**. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[*The remainder of this page intentionally left blank*]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 5th DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

____

Laurel Lutz (Cole), President of the City Council

Attest:

____

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 19TH DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

____

Laurel Lutz (Cole), President of the City Council

Attest:

____

Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the "City") and Clerk to the City Council of the City (the "City Council"), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the "Ordinance") which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on August 5, 2026 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on August 19, 2026, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of August 5, 2026, an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of August 19, 2026, by an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of August 5, 2026, and August 19, 2026, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on August __, 2026, and August __, 2026, as required by the City Charter. Notice of the hearing on the Ordinance was published on ________________. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

[Signature Page Follows]

WITNESS my hand and the seal of the City affixed this ___ day of August, 2026.

____
City Clerk and Clerk to the City Council

(SEAL)

[*Signature Page to Certificate Regarding Ordinance*]

EXHIBIT A

(Attach Notices of Meetings of August 5, 2026 and August 19, 2026)

EXHIBIT B

(Attach Affidavits of Publication)

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Grand Junction City Council

Regular Session

Item #3.a.ii.

Meeting Date: August 19, 2026

Presented By: Jay Valentine, Chief Financial Officer

Department: Finance

Submitted By: Jay Valentine, Chief Financial Officer

Information

SUBJECT:

An Ordinance for Supplemental Appropriation for Solid Waste Fund

RECOMMENDATION:

Approve Ordinance Number XXX making supplemental appropriations to amend the 2026 City of Grand Junction Solid Waste and Recycling Fund Budget and ordering publication in pamphlet form.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required to complete the Materials Recovery Facility (MRF) project using Certificates of Participation (COPs), State grant funds, and interest earnings. It also provides spending authority for 2026 single-stream recycling phase-in costs, reimbursable by Extended Producer Responsibility (EPR) funding. Fund balance will be used to make the 2026 interest payment on the first tranche of COPs issued in December 2025.

BACKGROUND OR DETAILED INFORMATION:

The City's Materials Recovery Facility (MRF) project is the culmination of a multiyear effort to expand recycling services and establish a sustainable regional recycling system serving Grand Junction and communities throughout the Western Slope.

The City expanded its role in recycling through the February 2022 acquisition of Grand Junction Curbside Recycling Indefinitely. In 2023, the City introduced automated dual-stream curbside recycling and yard-waste collection to approximately one-third of eligible households. Although participation was strong, further expansion was paused in 2024 because the existing recycling facility lacked sufficient processing capacity.
To support citywide expansion and serve surrounding communities, the City pursued development of a regional, single-stream MRF. The facility will simplify recycling for customers, improve collection efficiency, and provide processing capacity for rural and underserved Western Slope communities with limited access to recycling infrastructure and markets.

Following a competitive procurement process, the City selected Bruin Waste as the facility's operational partner. In May 2025, the City acquired an approximately 58,000-square-foot industrial building for the MRF. Bulk Handling Systems was subsequently selected to design and furnish a processing system capable of handling approximately 12 tons of single-stream recyclable material per hour. The system will incorporate advanced sorting, automated controls, artificial intelligence, and material-tracking technology, while allowing for future upgrades as recycling markets and material streams evolve.

The project includes acquisition and renovation of the building; design and installation of the processing system; structural, electrical, mechanical, fire-protection, utility, and site improvements; supporting equipment; professional services; and other costs necessary to place the facility into operation. Once completed, the MRF will allow the City to transition from dual-stream to single-stream collection, expand service to additional customers, and process recyclable material from regional partners.
The total capital project is $28.2 million, $13.4 million of that was spent in 2025 primarily for the acquisition of the property and equipment related costs. Another $14.8 million is estimated for completion of the project including facility renovations and equipment installation. A second tranche of COPs will be issued after Council authorization. The ordinance authorizing the issuance is also on this Council agenda for first reading and will be set for public hearing August 19, 2026.

Total Supplemental Appropriation required is $3,158,341. A supplemental appropriation was approved on May 20th for the MRF project for $14.3 million, therefore only an additional $549,327 is needed to complete spending authority for the project. $850,000 is needed to purchase 2 recycling truck for the new operation. $1,135,000 is needed for 2026 phase-in costs for single-stream recycling including purchasing toters and software, as well as mailers for advertising and tipping fees. And finally, $624,014 is needed to make the first interest payment due in 2026 on the initial tranche of COPs issued at the end of 2025. Because the MRF is not yet operational, this interest payment will need to be funded by the Solid Waste Fund. Future debt service costs will be included in operating costs eligible for EPR funding.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented to ensure sufficient appropriation authority to defray the necessary expenses of the City of Grand Junction. The ordinance is consistent with lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to adopt Ordinance No.5539, an ordinance making supplemental appropriations to the 2026 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2026 and ending December 31, 2026 on final passage and order final publication in pamphlet form.

Attachments

1. 2026 MRF Supplemental Appropriation Ordinance, August, 2026

ORDINANCE NO. ___

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2026, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
Solid Waste and Recycling Fund	302	$ 3,158,341

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 5th day of August 2026.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 19th day of August 2026

____
President of the Council

Attest:

____
City Clerk

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 19, 2026

Presented By: Ashley Firl, Interim Utilities Director

Department: Utilities

Submitted By: Ashley Firl

Information

SUBJECT:

Emergency Replacement of Aeration Basin Influent Piping at the Persigo WWTP

RECOMMENDATION:

Ratify the emergency purchase of construction services from Garney Construction for replacement of the A-Basin influent process piping at the Persigo Wastewater Treatment Plant in the amount of $1,094,157.00.

EXECUTIVE SUMMARY:

During construction associated with the Persigo Phase 1 Expansion Project, multiple active leaks and severe deterioration were identified in the existing A-Basin influent process piping at the Persigo Wastewater Treatment Plant (WWTP). Temporary repairs stabilized the piping. However, the piping is critical to wastewater treatment operations and its continued deterioration presents an immediate operational risk.

The City Manager approved emergency procurement of construction services from Garney Construction in the amount of $1,094,157.00 to permanently replace the deteriorated piping. Garney is currently performing the Persigo Phase 1 Expansion Project and is fully mobilized on-site. Because the expenditure exceeds the City Manager's purchasing authority, this staff report presents the circumstances necessitating the emergency procurement and requests ratification by City Council.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction owns, operates, and maintains the Persigo Wastewater Treatment Plant to provide reliable wastewater treatment for the Persigo 201 Service Area. Originally commissioned in 1984, the facility continues to undergo phased improvements to address aging infrastructure, improve reliability, and accommodate future growth.

The Persigo Phase 1 Expansion Project was developed through an asset evaluation and planning process that identified improvements necessary to increase treatment capacity and rehabilitate aging infrastructure. Based on the asset condition information available during development of the project, replacement of the A-Basin influent piping was not identified as a necessary Phase 1 improvement and was therefore not included in the original project scope. During Phase 1 construction, multiple active leaks and severe deterioration were subsequently identified in the piping that were not apparent during the earlier assessment.

The existing piping has been in continuous service for more than 40 years and consists of parallel 30-inch pipelines conveying wastewater to the A-Basins, where biological treatment occurs. These pipelines are the only means of conveying wastewater into the A-Basins. Failure of either pipeline would interrupt treatment, significantly impair plant operations, and jeopardize compliance with the City's Colorado Discharge Permit System permit. Planned operational redundancy for repairs would also be eliminated, and wastewater would drain into the newly constructed pipe gallery containing recently installed Phase 1 electrical and mechanical infrastructure. These conditions formed the basis for the emergency procurement.

The necessary work includes replacement of the exterior buried piping and interior fabricated ductile iron piping and fittings, new pipe supports and wall penetrations, associated concrete and site restoration, pumping and cleaning necessary to complete the work, and startup and testing. Construction will be sequenced one basin at a time to maintain continuous wastewater treatment operations. Garney's project scope identifies approximately 60 feet of buried 30-inch piping in addition to the interior process piping and associated improvements.

Given the immediate operational risk, the City Manager approved emergency procurement of the replacement work from Garney Construction. With Garney already mobilized on-site for the Phase 1 Expansion Project, the contractor was able to promptly investigate the deteriorated piping, develop the replacement approach, and source specialized and fabricated materials. Proceeding immediately allows the City to permanently address the deteriorated piping while maintaining continuous treatment operations and minimizing the risk of additional failures.

Replacing the deteriorated A-Basin influent piping will address the immediate operational risk, protect recently completed Phase 1 improvements, and maintain reliable wastewater treatment operations for the Persigo 201 Service Area.

FISCAL IMPACT:

The emergency contract amount of $1,094,157.00 will be funded using available appropriations within the approved Persigo Phase 1 Expansion Project budget.

SUGGESTED MOTION:

I move to ratify and approve the City Manager's emergency purchase of construction services from Garney Construction in the amount of $1,094,157.00 for replacement of the A-Basin influent process piping at the Persigo Wastewater Treatment Plant.

Attachments

1. APPROVED MEMO Emergency A-Basin Influent Pipe Replacement
2. Emergency A-basin Influent Pipe Replacement Presentation

CITY OF Grand Junction COLORADO

Memorandum

TO:	Mike Bennett, City Manager
	Jay Valentine, CFO
FROM:	Ashley Firl, Interim Utilities Director
	Aaron Rice, Wastewater Services Manager
DATE:	July 29, 2026
SUBJECT:	Emergency Procurement Request- Replacement of Aeration Basin Influent Piping at the Persigo WWTP #5963-26-DH

The Utilities Department requests approval to execute an emergency construction contract with Garney Construction for replacement of the deteriorated Aeration Basin (A-Basin) influent process piping at the Persigo Wastewater Treatment Plant.

During construction associated with the Persigo Phase 1 Expansion Project, multiple active leaks and severe deterioration were identified in the existing parallel 30-inch influent piping conveying wastewater to the A-Basins. Temporary repairs have stabilized the piping; however, they are not permanent, and continued deterioration presents an immediate operational risk.

The existing influent piping dates to the original construction of the Persigo WWTP and has been in continuous service for more than 40 years. These pipelines are the only means of conveying wastewater to the A-Basins, where biological treatment occurs. Failure of either pipeline would interrupt treatment, significantly impair plant operations, and jeopardize compliance with the City's Colorado Discharge Permit System permit. Planned operational redundancy for repairs would be eliminated, and wastewater would drain into the newly constructed pipe gallery containing recently installed Phase 1 electrical and mechanical infrastructure.

Garney Construction has developed a permanent replacement approach that includes replacing the influent piping inside and outside the building while maintaining continuous plant operations. Because Garney is currently under contract for the Persigo Phase 1 Expansion Project and fully mobilized on-site, the contractor has already evaluated the piping, developed the replacement approach, and sourced specialized and fabricated materials. Emergency procurement allows the City to begin replacement immediately while these resources remain available, avoiding delays and additional operational risk.

Garney Construction has submitted a proposal in the amount of $1,094,157.00, including contractor contingency. Funding is available within the approved Persigo Phase 1 Expansion Project budget, and no additional project appropriation is required.

Based on the deteriorated condition of this critical process piping, the multiple active leaks that have occurred, and the operational risks associated with continued temporary repairs, staff requests approval to proceed with this emergency procurement.

Signed by:

Prepared by: Ashley Firl Date: 7/30/2026

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Ashley Firl, Interim Utilities Director

Signed by:

Approved by: Jay Valentine - CFO Date 8/5/2026

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Jay Valentine, CFO

Signed by:

Approved by: Date: 8/5/2026

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Mike Bennett, City Manager

345 Inverness Drive, Bldg B Ste 205
Englewood, CO 80112
Phone: 303.791.3600
Fax: 303.791.1801

July 28, 2026

Evan Sales
Engineering Specialist
City of Grand Junction
2145 River Road
Grand Junction, CO 81505

Subject: Persigo Wastewater Treatment Plant, Aeration Basin Emergency Influent Pipe Replacement

Evan:

As requested, attached is the pricing summary for the Aeration Basin Pipe Replacement at the Persigo WWTF. This pricing is Not to Exceed and excludes any medium voltage modifications for work covered in the Phase 1 project. The scope we identified for this work will be completed one basin at a time and includes:

Assist with draining each A Basin train with pumping support, demolishing the exterior concrete flatwork, relocating the existing sheds, excavate and replace the existing 30" A Basin influent yard pipe and fittings, install flowfill at the newly replaced yard pipe, backfill and replace the concrete flatwork.

Furnish and install new interior fabricated ductile iron pipe and fittings with new cored penetrations and link seals for proper pipe fitment, new pipe supports to properly fit the new DIP, pumping out and cleaning the A Basin splitter boxes and the individual chambers of CS-2. The interior pipe penetrations will be grouted and exposed pipe painted to match.

The exterior portion of the 30" A Basin Influent line will be C-900 DR-25 pipe with C-153 MJ 45 bends and Solid Sleeves with mega-lug fitting restraints. The interior pipe and fittings will be epoxy primed / CML flanged end spools with a flange by plain end section near the splitter box connected with a Megaflange restrained adapter. New holes will be cored on the Pipe Gallery wall and the Splitter box wall to expand the opening for a better fit and seal.

The vendor priced the new fabricated pipe and fittings to be expedited and onsite in around 6 weeks or less, and the work scheduled and coordinated with Plant staff. The scope of work for this request was priced as a standalone project and includes a 5% Project Contingency. A final schedule and material procurement will start on approval of this Change Request in the amount of $1,094,157.00.

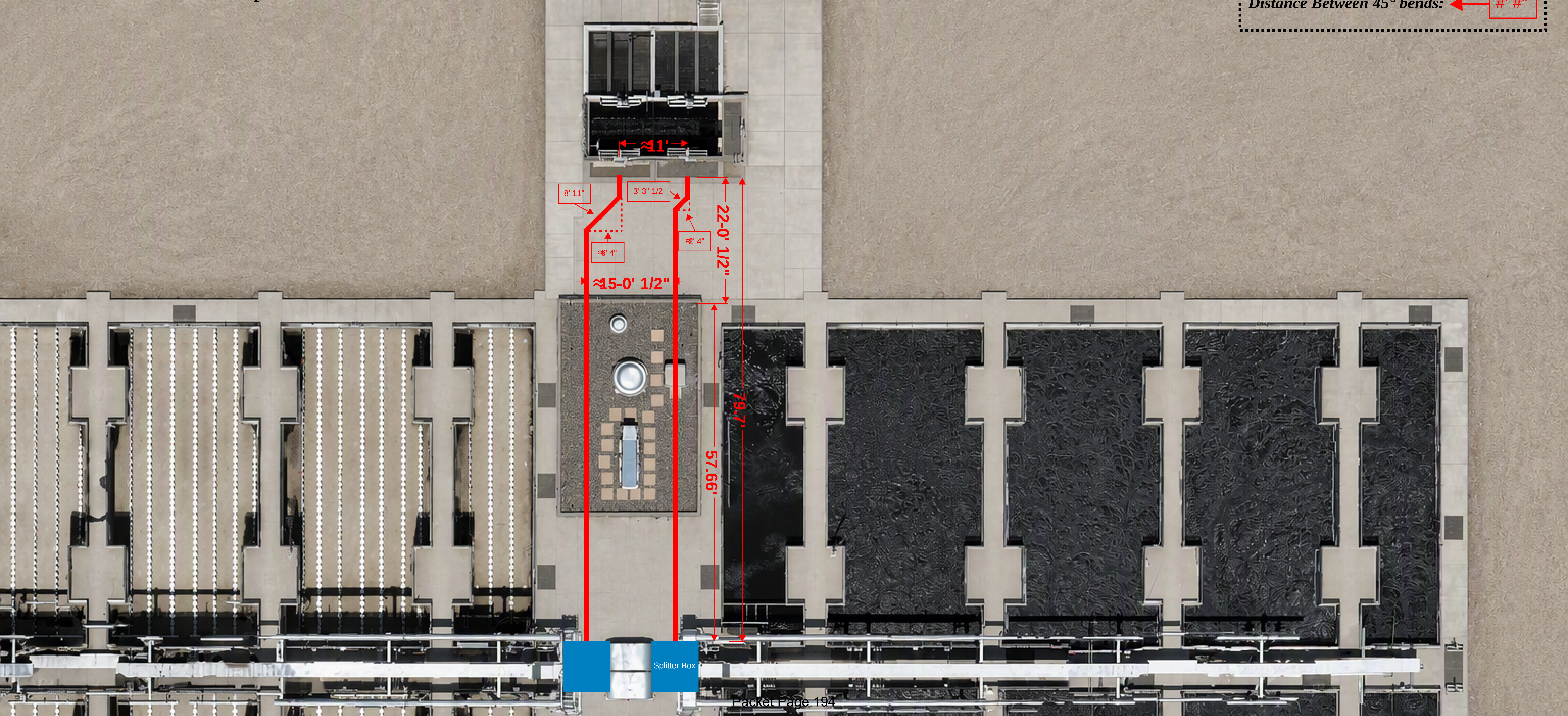
Let us know if you need more information.

Respectfully submitted,

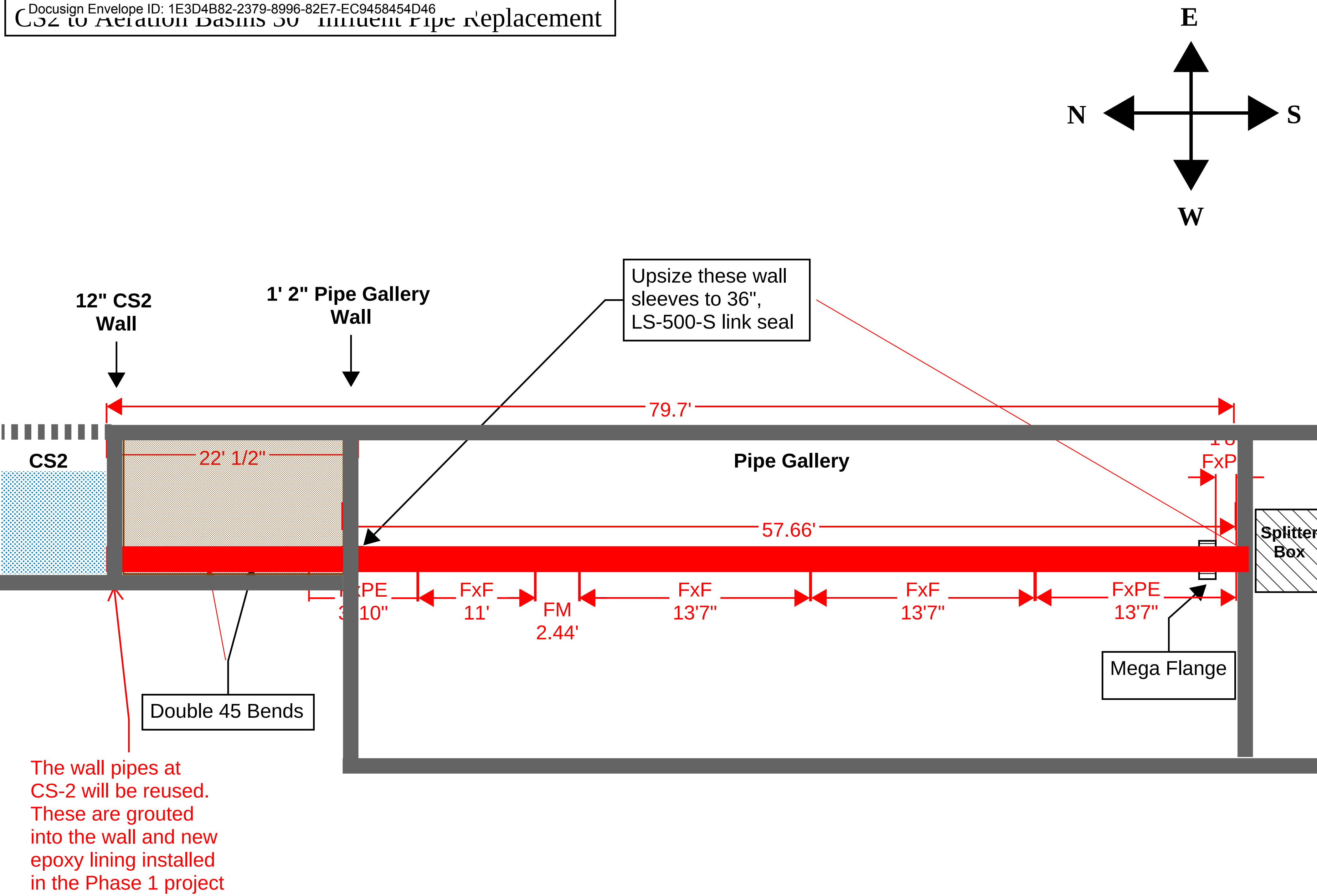
GARNEY COMPANIES, INC.

Toby Reid
Senior Project Manager
303.913.5268

CS2 to Aeration Basins 30" Influent Ductile Iron Pipe



CS2 to Aeration Basins 30" Influent Pipe Replacement



CS2 to Pipe Gallery 30" Influent Pipe Replacement

Scope of Work:

-Demo / Remove the sampler building, mini-workstation sheds and concrete flatwork between CS-2 and the exterior pipe gallery wall. Excavate the tow buried influent pipe. These lines were previously discussed to be CIPP lined, however the pipe has sunk in this area creating a low spot and also has 45-bends that should be replaced.

-Replace the 30” steel pipe with C-905 PVC from the pipe gallery exterior wall to the CS-2, and flanged, cement mortar lined Ductile Iron pipe from the interior pipe gallery wall to the splitter box.

-Replacing all the link seal and pipe supports (pipe is a different OD) for these two lines.

GARNEY

PERSIGO WWTP A Basin Influent Pipe Repair

BREAKDOWN BY STRUCTURE		TOTALS
100	GC'S	154,127
150	A Basin Infl Pipe Repair - Interior	520,650
200	CS-2 Discharge Yard Pipe	264,414
		-
	SUBTOTAL COSTS	**939,191**

INDIRECT COST		TOTALS
1.50%	Bonds and Insurance	14,088
10.00%	GC FEE (10%)	93,919
ALLOWANCES, CONTINGENCIES		
5.00%	Project Contingency	46,959.54
TOTAL INCLUDING CONTINGENCY		**1,094,157**

Estimate for Grand Junction Persigo WWTP A Basin Influent Pipe Repair

7/28/2026	TOTALS			3,544		337,518	348,110	129,946	76,098	47,519	939,191		
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor Total	Matl Total	Sub Total	Equip Total	Oth Total	Total Cost	Division	Bid Item
	PROJECT MANAGER	1.0	MOS	173.3	173.3	28,658	0	0	0	0	28,658	GC	100
	ASS'T PROJECT MANAGER	2.0	MOS	346.7	173.3	47,209	0	0	0	0	47,209	GC	100
	SUPERINTENDENT	2.0	MOS	346.7	173.3	55,582	0	0	0	0	55,582	GC	100
	FIELD ENGINEER	**0.5**	MOS	86.7	173.3	10,242	0	0	0	0	10,242	GC	100
	MOBILE-MINI OR HALF-N-HALF	**3.0**	MOS	0.0		0	0	0	3,600	0	3,600	GC	100
	OFFICE SUPPLIES	3.0	MOS			0	975	0	600	0	1,575	GC	100
	GARNEY PHONE/T1/INTERNET	3.0	MOS			0	0	0	0	600	600	GC	100
	SANITARY FACILITY	**3.0**	MOS			0	0	750	0	0	750	GC	100
100 SITE V	WEEKLY CLEANUP	40.0	HRS	40.0	1.000	2,910	0	0	0	0	2,910	GC	100
1.56%	SAFETY SHUTDOWN	0.5	LS	19.7	39.483	1,500	1,500	0	0	0	3,000	GC	100
	MOVE ABASIN CONTENTS / ML 2X											MOPO	150
	GARNEY PUMP AND HOSE SETUP	2.0	EA	80.0	40.000	5,947	0	0	11,000	3,200	20,147	MOPO	150
	GARNEY REMOVAL AND TEARDOWN	2.0	EA	80.0	40.000	5,947	780	0	0	0	6,727	MOPO	150
	GARNEY ABASIN SWITCHING OVER, BULKHEADING, BLADDERS, SANDBAGS, MISC PUMPING AND CLEANING	2.0	EA	120.0	60.000	8,920	700	3,000	700	200	13,520	MOPO	150
	AIR COMPRESSOR, 185CFM	1.0	MO	0.0		0	0	0	1,345	538	1,884	DIV0	150
	REACH FORKLIFT 8,000#	2.0	MO	0.0		0	0	0	20,289	8,116	28,405	DIV0	150
	SCISSOR LIFT, 32'	4.0	MO	0.0		0	0	0	4,566	1,827	6,393	DIV0	200
	CRANE RENTAL & FUEL	4.0	DY	0.0		0	0	34,000	0	0	34,000	DIV0	150
ALTITUDI	SAW CUT CONCRETE SIDEWALK - 6" THK	40.0	LF			0	0	360	0	0	360	DIV02	200
30.00	DEMO / REMOVE CONCRETE SIDEWALK - 6" THK	800.0	SF	16.0	0.020	1,216	0	0	841	337	2,394	DIV02	200
40.20	REMOVE CONCRETE SIDEWALK AGGREGATE BASE - 8" THK	800.0	SF	4.6	0.006	347	0	0	208	83	639	DIV02	200
	END DUMPS FOR DEMO HAUL OFF - CONCRETE	4.0	LD		MESA COUNTY LANDFILL - 14 MILES & 3(			780	0	0	780	DIV02	200
	TEMP RELOCATE AND REPLACE SAMPLE SHEDS	2.0	EA	80.0	40.000	6,080	1,000	0	3,139	1,255	11,474	DIV02	200
45.00	REMOVE PIPE - 30" A-BASIN INFLUENT - Yard	60.0	LF	240.0	4.000	18,240	0	0	9,416	3,766	31,422	DIV02	200
0.00	END DUMPS FOR DEMO HAUL OFF - YARD PIPE	4.0	LD		MESA COUNTY LANDFILL - 14 MILES & 3(			780	0	3,960	4,740	DIV02	200
	PROCESS DEMO - A BASIN INFLUENT									0	0	DIV02	150
	DRAIN/FLUSH AND CLEAN PIPE/SPLITTER BOX	2.0	LS	96.0	48.000	7,296	0	3,000	0	0	10,296	DIV02	150
	REMOVE PIPE - 30" STEEL PIPE CUT/SPOOL	110.0	LF	220.0	2.000	16,720	0	0	0	0	16,720	DIV02	150
	REMOVE PIPE - PIPE HANGERS	12.0	EA	114.0	9.500	8,664	0	0	0	0	8,664	DIV02	150
	HOIST/DRAY FITTINGS OUT OF BASEMENT	20.0	EA	80.0	4.000	6,080	0	0	5,000	0	11,080	DIV02	150
	LOAD OUT AND DISPOSE PIPE	4.0	LDS	32.0	8.000	2,432	0	0	2,400	960	5,792	DIV02	150
REUSE CS	CORE DRILL CONCRETE WALL - 36" (34"?) DIAM. X 12" THK (REUSE AT CS-	4.0	EA			0	0	10,000	0	0	10,000	DIV02	150
REPLACE	PREP SUBGRADE FOR SIDEWALK	800.0	SF	24.0	0.030	1,824	0	0	359	144	2,327	DIV02	200
REPLACE	INSTALL AGG ROAD BASE -	23.0	CY	13.8	0.600	1,050	1,842	276	207	83	3,458	DIV02	200
REPLACE	F & I CONCRETE SIDEWALK - 6" THK	14.8	CY	111.1	7.500	8,444	5,185		889	370	14,889	DIV02	200
	Persigo Process Piping	1.0	LS	0.0		0	0	30,000	0	0	30,000	DIV09	150
Yard	TEST PIPING	1.0	LS	48.6	48.600	3,588	1,215	0	0	0	4,803	YP	200
Yard	UNLOAD, STORE & INVENTORY - PIPING MATERIALS	1.0	LS	24.0	24.000	1,772	500	0	0	0	2,272	YP	200
Yard	POTHOLING - EXISTING UTILITIES	2.0	DY			0	0	7,000	0	0	7,000	YP	200
Yard	CLSM AT UTILITY CROSSINGS AT BUILDING TIE IN	20.0	CY	20.0	1.000	1,477	5,200	0	0	0	6,677	YP	200
	DEWATER 4" TRASH PUMP	1.0	MO	65.0	65.000	4,799	200	0	750	0	5,749	YP	200
#104	EXCV,LAY,BKFL PIPE (30" X 6 ' X 8')(7M X 20LF/DAY)	60.0	LF	56.0	0.933	4,135	0	0	9,600	1,920	15,655	YP	200
#104	PIPE BEDDING	59.4	TONS	0.0		0	2,494	0	0	0	2,494	YP	200
#104	FLOW FILL	30.0	CY	30.0	1.000	2,215	15,000	0	788	0	18,003	YP	200
	PVC 30" PIPE C-900 DR25	60.0	LF	21.0	0.350	1,551	14,520	0	0	0	16,071	YP	200
	DIP CML 30" MJ 90 BEND	0.0	EA	0.0	12.000	0	0	0	0	0	0	YP	200
	DIP CML 30" MJ 45 BEND	4.0	EA	48.0	12.000	3,544	19,200	0	0	0	22,744	YP	200
	DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,NUTS) 36"	16.0	EA	68.4	4.272	5,047	44,480	0	0	0	49,527	YP	200
DBL, AT A	DI SOLID SLEEVE 30"	4.0	EA	48.0	12.000	3,544	15,200	0	0	0	18,744	YP	200
	CONC THRUST BLOCK 30"	2.0	EA	16.0	8.000	1,181	3,000	0	0	0	4,181	YP	200
AT CS 2	CONN AT EXISTING 30" MISC	2.0	EA	40.0	20.000	2,953	1,440	0	0	0	4,393	YP	200
	MARKING TAPE DETECTABLE	100.0	LF		w/Pipe	0	24	0	0	0	24	YP	200
	DIP POLY WRAP 36"	100.0	LF	1.0	0.010	74	324	0	0	0	398	YP	200
	60# ANODES (ANODE SYSTEMS)	12.0	EA	24.0	2.000	1,772	1,200	0	0	0	2,972	YP	200

Estimate for Grand Junction Persigo WWTP A Basin Influent Pipe Repair

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor Total	Matl Total	Sub Total	Equip Total	Oth Total	Total Cost	Division	Bid Item
7/28/2026	**TOTALS**			**3,544**		**337,518**	**348,110**	**129,946**	**76,098**	**47,519**	**939,191**		
	PROTECT EXISTING UTILITIES	1.0	EA	24.0	24.000	1,772	1,500	0	400	160	3,832	YP	200
	TEST PIPING	1.0	LS	20.0	20.00	1,540	500	0	0	0	2,040	EP	150
	UNLOAD, STORE & INVENTORY - PIPING MATERIALS	1.0	LS	24.0	24.000	1,848	0	0	0	0	1,848	EP	150
	SUPPLY - PIPE SUPPORT MOVE/ANCHOR BUDGET	1.0	LS	0.0		0	5,000	0	0	0	5,000	EP	150
	SUPPLY - DIP SUPPLY 2026 ESCALATION 7%	1.0	LS	0.0		0	13,354	0	0	0	13,354	EP	150
	SUPPLY - PROCESS VALVES	1.0	LS	0.0		0	0	0	0	0	0	EP	150
	SUPPLY - PIPE SUPPORT DESIGN	1.0	LS	0.0		0	0	0	0	10,000	10,000	EP	150
	PIPE GALERY CLEANING / PROTECTION	2.0	EA	80.0	40.000	6,160	1,000	0	0	0	7,160	EP	150
	A BASIN STARTUP & COMMISSIONING	2.0	EA	48.0	24.000	3,696	0	0	0	10,000	13,696	EP	150
	RAW SEWAGE PUMP DISCHARGE PIPING	****		0.0		0	0	0	0	0	0	EP	150
	DIP CL300 CML			0.0		0	0	0	0	0	0	EP	150
	FROM EXISTING PLAN SET			0.0		0	0	0	0	0	0	EP	150
64.26	DIP CML 30" FXPE THRU WALL X 3'-10"	2.0	EA	25.7	12.852	1,979	9,000	0	0	0	10,979	EP	150
64.26	DIP CML 30" SPOOL FLG X FLG X 11'-0" TO FM	2.0	EA	25.7	12.852	1,979	21,200	0	0	0	23,179	EP	150
64.26	DIP CML 30" SPOOL FLG X FLG X 13'-7"	4.0	EA	51.4	12.852	3,958	50,000	0	0	0	53,958	EP	150
64.26	DIP CML 30" SPOOL FLG X PE X 13'-7" TO SPLITTER w/ 2" Tap	2.0	EA	25.7	12.852	1,979	22,000	0	0	0	23,979	EP	150
64.26	DIP CML 30" SPOOL FLG X PE X 1'-8" TO SPLITTER WALL	2.0	EA	25.7	12.852	1,979	6,400	0	0	0	8,379	EP	150
64.26	DIP CML 30" MEGAFLG	2.0	EA	25.7	12.852	1,979	7,000	0	0	0	8,979	EP	150
40.00	REPLACE PIPE SUPPORT CLEVIS HANGERS	12.0	EA	96.0	8.000	7,392	33,600	0	0	0	40,992	EP	150
25.00	TEMP PIPE SUPPORTS - (GALV LEAD TIME)	12.0	EA	60.0	5.000	4,620	3,000	0	0	0	7,620	EP	150
10.00	2" BV AND NIPPLE FOR AV TAP (AV Not Included)	2.0	EA	4.0	2.000	308	1,000	0	0	0	1,308	EP	150
28 Links, 3	LINK SEAL LS-525-SS	336.0	EA	168.0	0.500	12,936	16,800	0	0	0	29,736	EP	150
ZINC	FLG ACC-ABOVE GRADE 30"	12.0	EA	0.0	w/Ftg	0	20,496	0	0	0	20,496	EP	150
ZINC	FLG ACC-ISOLATION SLEEVES AND WASHERS	56.0	EA	5.6	0.100	431	280	0	0	0	711	EP	150
	FLOW METER DETERM /RETERMINATE / TEST	2.0	EA	0.0		0	0	20,000	0	0	20,000	DIV16	150
	RELOCATE SAMPLE SHED POWER	2.0	EA	0.0		0	0	20,000	0	0	20,000	DIV16	150

Bid Proposal for Persigo A Basin Influent Piping

CUSTOMER

GARNEY COMPANIES INC
1333 NW Vivion Rd
Kansas City, MO 64118

Job
Persigo A Basin Influent Piping
grand junction , CO
Bid Date: 07/30/2026
Bid #: 5083018

CONTACT

Sales Representative
Scot Andreano
(M) 720-629-6281
(T) 303-394-0004
(F) 303-394-4450
Scot.Andreano@coreandmain.com

Core & Main
9451 Yosemite St
Henderson, CO 80640
(T) 3033940004

NOTES

Bid Proposal for Persigo A Basin Influent Piping

GARNEY COMPANIES INC
Job Location: grand junction , CO
Bid Date: 07/30/2026
Core & Main Bid #: 5083018

Core & Main
9451 Yosemite St
Henderson, CO 80640
Phone: 3033940004
Fax: 3033944450

Seq#	Qty	Description	Units	Price	Ext Price
30	2	30 FLGXPE DIP 1'8" CML/PR	EA	3,180.00	6,360.00
40	2	30 FLGXPE DIP 3'10" CML/PR	EA	4,405.89	8,811.78
50	2	30 FLGXFLG DIP 11'00" CML/PR	EA	10,562.36	21,124.72
60	2	30 FLGXFLG DIP 13'7" CML/PR	EA	12,402.36	24,804.72
70	2	30 FLGXPE DIP 13'7" W/ 2" TAP CML/PR	EA	10,831.77	21,663.54
90	2	30 EBAA MEGAFLANGE 2130	EA	3,004.82	6,009.64
110	12	30 FLG STUD KIT B7 ZINC	EA	810.50	9,726.00
120	12	30X1/8" GARLOCK 3305 GASKET	EA	286.34	3,436.08
130	464	LINK SEAL LS-400-SS	EA	25.41	11,790.24
150	40	30 PVC C900 DR25 PIPE 20' BLUE GSKT PC165	FT	187.52	7,500.80
~~160**~~	~~36~~	~~30 TJ PR200 DI PIPE~~	~~FT~~	~~241.11~~	~~8,679.96~~
180	4	30 MJ 45 C153 IMP	EA	4,630.06	18,520.24
190	2	30 MJ L/P SLV C153 IMP	EA	3,756.58	7,513.16
200	12	30 STAR 4030 PVC REST MC IMP MULTI-COAT L/ACC PVC4030GN	EA	1,840.94	22,091.28
210	240	1X6 T-HEAD B&N C111	EA	13.64	3,273.60
220	12	30" MJ REGULAR GASKET F/DI	EA	157.39	1,888.68

Branch Terms:
CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO:MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.
****

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

** For reference only - not included in total

CITY OF Grand Junction COLORADO

Emergency Replacement Aeration Basin Influent Piping

Persigo Wastewater Treatment Plant

Ashley Firl

Interim Utilities Director

Environmental Compliance and Sustainability Manager

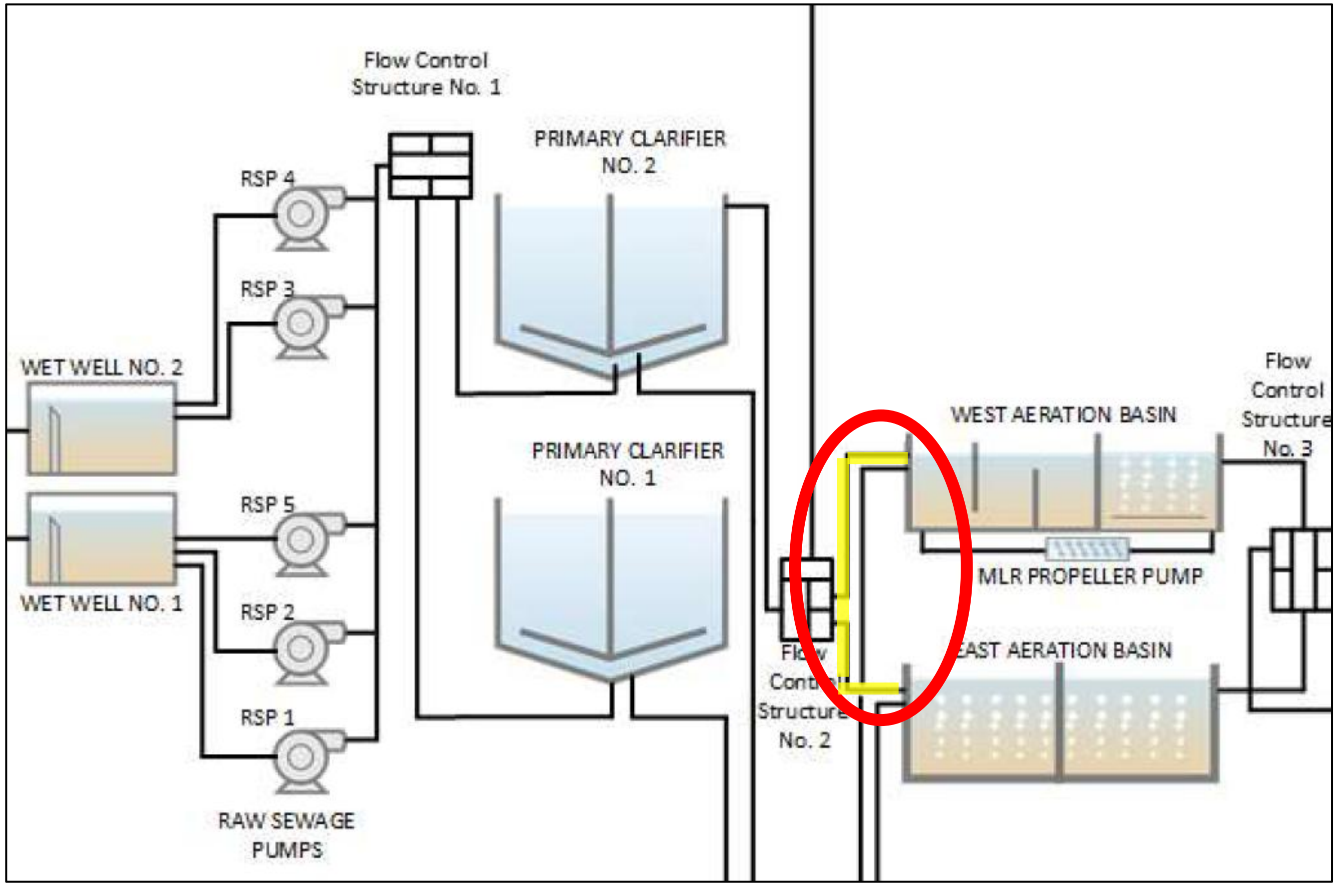
A-basin Influent Piping

- Persigo Wastewater Treatment Plant original infrastructure
  - 40+ years
- Emergency replacement and procurement
  - Multiple active leaks and severe deterioration

CITY OF Grand Junction COLORADO

Critical to Treatment Operations

- Only means of conveying wastewater to A-basins
  - Parallel 30-inch pipelines
- Risk of critical failure
  - Biological treatment interruption
  - Elimination of redundancy necessary for repairs
  - Permit noncompliance



CITY OF Grand Junction COLORADO

Emergency Replacement

- Phase 1 project scoping did not identify asset condition as requiring replacement
  - Actual deterioration became apparent during construction
  - Multiple leaks confirm replacement is necessary
- Emergency procurement necessary
  - Temporary repairs are not a permanent solution
  - Continued deterioration presents immediate risk of failure
  - Replacement can be sequenced while maintaining treatment
  - Fabricated and specialty parts are sourced with relatively short lead times

Fiscal Impact

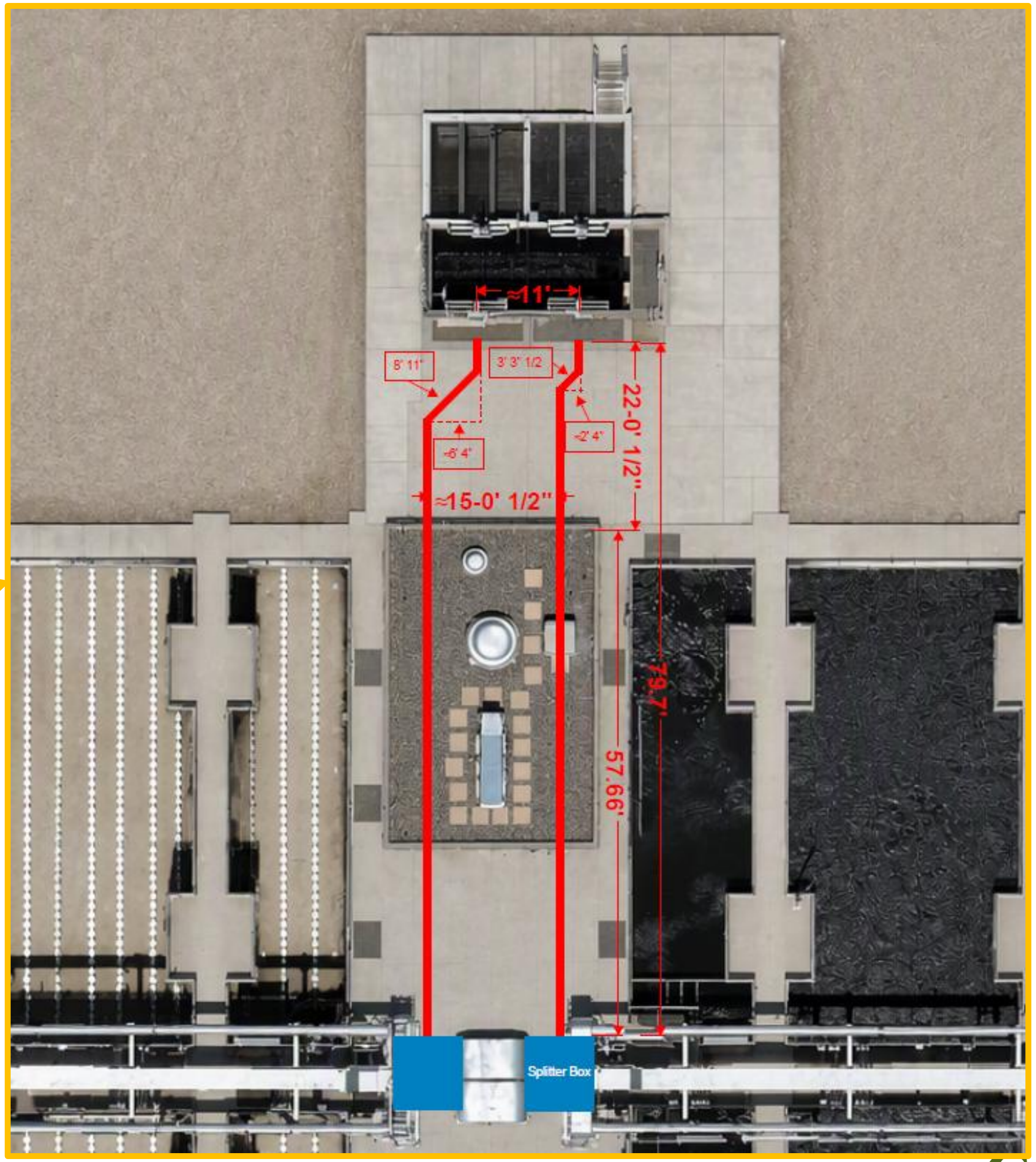
- Emergency contract totaling $1,094,157.00
- Funding for this scope of work is included in the approved 2026 Sewer Enterprise Fund budget for the Phase 1 Expansion project.

CITY OF Grand Junction COLORADO

Thank you

Questions and Discussion

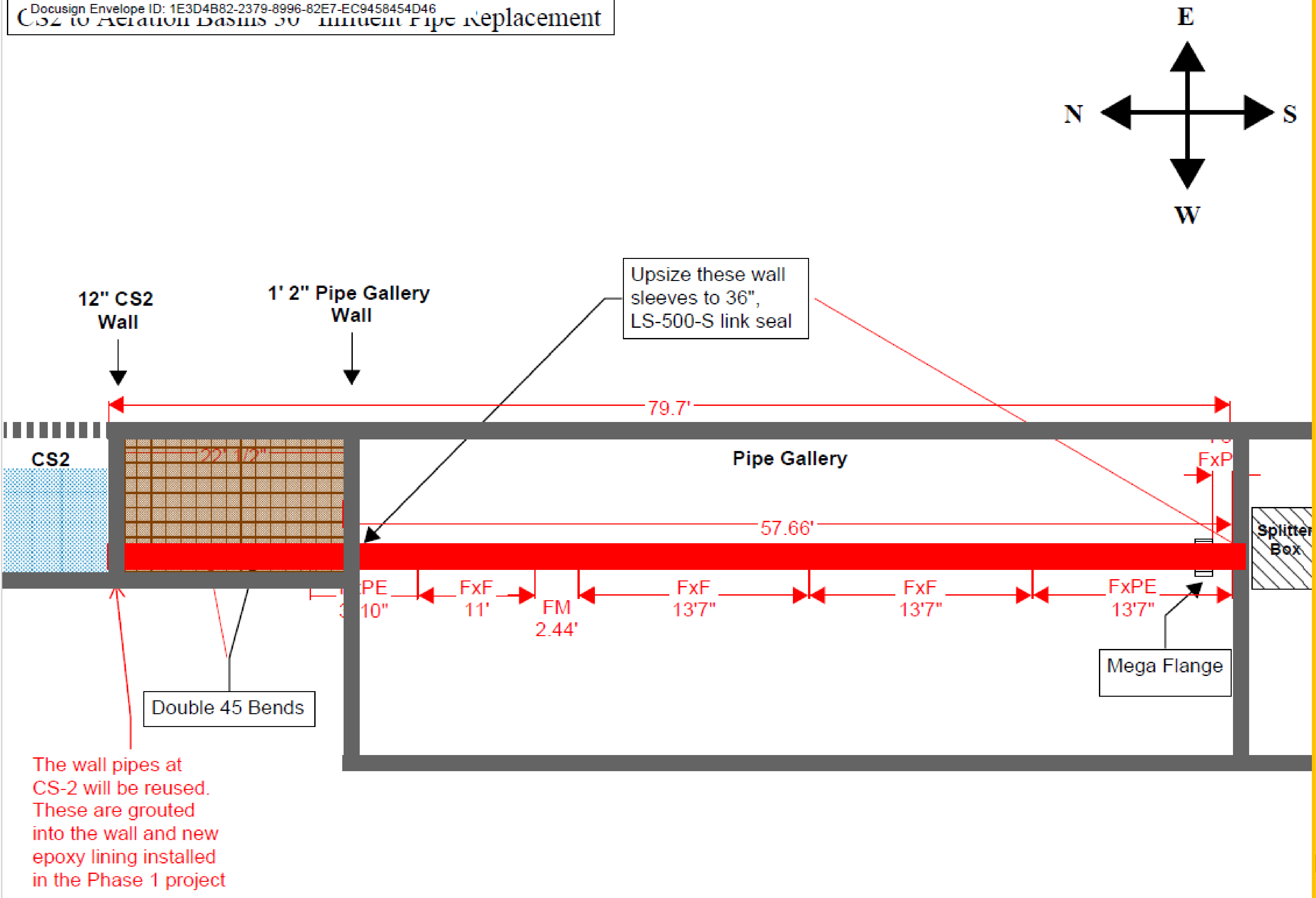
Persigo Waste Water Treatment Plant
I70
Persigo Wash



≈11'
8' 11"
3' 3" 1/2
~6' 4"
~2' 4"
≈15-0' 1/2"
22-0' 1/2"
79.7'
57.66'
Splitter Box

7

CS2 to Aeration Basins 30" Influent Pipe Replacement



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: August 19, 2026

Presented By: Selestina Sandoval, City Clerk, Jeremiah Boies, Interim City Attorney

Department: City Council

Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning the Repair of the Orchard Mesa Pool, the Creation of Debt and an Increase in Taxes to Pay for the Same and for the Ongoing Costs of Operating and Maintaining the Pool, and Providing Other Details Relating Thereto

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The City Council has determined that an election shall be held on November 3, 2026, at which time there shall be submitted to the registered electors a question concerning raising sales tax and incurring debt. The question is described in detail in a separate resolution which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 3, 2026 (Election).

BACKGROUND OR DETAILED INFORMATION:

As provided by law, the City Council has determined that an election shall be held on November 3, 2026, at which time there shall be submitted to the registered electorate a question concerning raising sales tax and incurring debt. The question is described in detail in a separate resolution which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 3, 2026 (Election).

Under the agreement, the officers of the City are authorized to enter into an intergovernmental agreement with the County pursuant to §1-7-116 of the Uniform Election Code and furthermore, that the intergovernmental agreement entered into in connection with the Election is hereby ratified, approved and confirmed. With approval of this resolution, the City Council appoints City Clerk Selestina Sandoval as the designated election official for purposes of performing acts required or permitted by law in connection with the Election.

FISCAL IMPACT:

The estimated cost received by Mesa County Elections for the November 3, 2026 Special Election is estimated at $62,197.76 plus costs of TABOR publishing, which is estimated to be about $10,000.

SUGGESTED MOTION:

I move to adopt Resolution No.76-26, a Resolution Calling for a Special Election in the city of Grand Junction, Colorado, concerning the repair of the Orchard Mesa pool, the creation of debt, and an increase in taxes to pay for the same and for the ongoing costs of operating and maintaining the pool, and providing other details relating thereto.

Attachments

1. 2026 IGA City of GJ
2. [ADA] Attachment A - 2026 Cost Estimate
3. RES_Resolution_Orchard_Mesa_Pool_Special_Election_2026-08-06

MESA COUNTY
CLERK & RECORDER

Intergovernmental Agreement

between

Mesa County Clerk and Recorder

and

City of Grand Junction

Regarding the Conduct and Administration of the

November 3, 2026 General Election

200 S. Spruce Street | Grand Junction, CO 81501
voter.info@mesacounty.us | (970) 244-1662

THIS INTERGOVERNMENTAL AGREEMENT (the Agreement") for elections administration service is entered between the City of Grand Junction ("City of Grand Junction" or "Entity") and the Mesa County Clerk and Recorder (the "Clerk"), collectively referred as the "Parties" effective on the date signed by the last of the Parties.

RECITALS

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to § 1-7-116, C.R.S., if more than one Political Subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the county clerk and recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all political subdivisions whose elections are part of the general election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

WHEREAS, the Clerk and the Entity have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a General Election on November 3, 2026; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION I.

PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS.

A. "Address Library Report" means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the Entity.

B. "Coordinated Election Official" (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Entity for all matters in the Code and the Rules which require action by the CEO.

C. "Colorado Election Code" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Political Subdivision's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "Coordinated Election" means an election where more than one Entity with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the political subdivisions.

E. "Contact Officer" means the individual who shall act as the primary liaison or contact between the Entity and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk hereunder.

F. "Designated Election Official" (hereinafter "DEO") means the individual who shall be identified by the Entity to act as the primary liaison between the Entity and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Entity hereunder. To the extent that the Code requires that an Election Official of the Entity conduct a task, the DEO shall conduct same.

G. "IGA" or "Agreement" means this Intergovernmental Agreement between the County and the Entity for election coordination.

H. "Logic and Accuracy Test" means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

I. "Mail Ballot Packet" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

J. "Risk Limiting Audit" means such audit as set forth substantially in the Colorado Election Code.

K. "Entity" means a governing subdivision of the state, including counties, municipalities, school districts, and special districts.

L. "Precinct" means an area with established boundaries within a Entity used to establish election districts.

M. "Proposed Entity" means a Entity which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Entity will simply be referred to as a Entity.

N. "SCORE" means Statewide Colorado Registration and Election database

O. "SOS" means the Colorado Secretary of State.

P. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov and attached hereto as Attachment C and incorporated herein by this reference.

Q. "TABOR" means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

R. "UOCAVA voters" means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 TERRITORIAL LIMITATION.

A. The Entity encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Entity within Mesa County.

1.03 GOAL.

A. The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Entity to conduct the election and to provide for the cost thereof.

SECTION II.

PARTY RESPONSIBILITIES

2.01 DESIGNATED OFFICIALS.

A. The Mesa County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Entity shall identify its Designated Election Official (hereinafter "DEO").

2.02 JOINT RESPONSIBILITIES.

A. Nothing herein shall be deemed or construed to relieve the Clerk or the Entity from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

B. All parties shall:

i. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.

ii. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.

iii. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.

iv. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.03 CLERK RESPONSIBILITIES.

The Clerk shall perform the following duties:

A. Designate a Contact Officer to provide assistance and information to the DEO of the Entity on matters relating to the conduct of this election. Such information shall not include legal advice.

B. Maintain voter records and an address library for Mesa County voters within the Colorado voter registration database known as SCORE. Comply with Colorado Secretary of State and Mesa County cyber- security recommendations to protect confidential voter information.

C. Send a certified list of registered voters to the Entity via secure email transfer. The fee for furnishing the list shall be as follows:

a. Email List = .01 per registered elector, or $25.00, whichever is greater

D. In order to identify which addresses are eligible to receive and vote on the Entity's ballot question, the Clerk shall perform the following duties for the address library:

   a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential homes included within the boundaries of the Entity.

   b. Provide the Entity with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Entity should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

   c. Verify any errors, omissions, and/or corrections identified by the Entity against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Entity.

E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 110 days prior to the Election.

F. Receive certified ballot content from the Entity in Microsoft Word. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Entity's DEO via email for written approval prior to final production. Post a sample ballot to vote.mesacounty.us

G. Determine the number and letter of each ballot issue and question for the Entity and any other coordinating political subdivisions participating in the election, in accordance with SOS Rule 4.5.2:

   a. If the Entity is entirely contained within Mesa County, the Clerk has authority to set the ballot measure order and number.

   b. If the Entity includes territory in more than one county, the Clerk will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Entity to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Entity (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Political Subdivision for which they are running.

J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Entity's ballot issues, ballot questions, and/or candidates.

M. If the Entity's election includes a TABOR issue, the Clerk shall perform the following duties relative to the TABOR Notice:

   a. Prepare the TABOR Notice using the certified content provided by the Entity, without revision.

   b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Entity resides at the least cost possible in the time frame as required by law. If the Entity is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The Clerk may send the TABOR Notice to persons other than electors of the Entity in an effort to mail the TABOR Notice package at the "least cost."

   c. Post the TABOR Notice on vote.mesacounty.us

   d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the Clerk's TABOR Notice services for the Entity. The Entity's proportional share of actual costs shall be based on the Clerk's total expenditures relative to the TABOR Notice.

N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.

O. Establish and maintain mail ballot drop box locations, and designate and operate Voter Service and Polling Centers as required by the Code.

P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop box.

Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on vote.mesacounty.us

a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the Clerk's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Entity's race, questions, measures or operations.

V. Post unofficial election results by ballot question after the polls close on Election Night at www.vote.mesacounty.us, and regularly update the unofficial results as more eligible ballots are counted.

W. Conduct a recount of the ballots cast if required by law or if requested by the Entity for any reason. In either scenario, the cost of the recount will be charged to the Entity. If more than one Entity is involved in the recount, the cost will be pro-rated among the participating Political Subdivisions equally.

X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.

Y. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Entity's election. Provide the Entity with a copy of all election statements and certificates which are to be created under the Code.

Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

AA. Store all election records as required by the Code for 25 months, or otherwise as may be required by law, in such a manner that they may be accessed by the Entity, if necessary, to resolve any challenges or other legal questions that might arise regarding the election

BB. To ensure consistency, transparency, and accountability, the Clerk will act as records custodian for purposes of the Colorado Open Records Act § 24-27-201, C.R.S., et seq., ("CORA") and may release such records in compliance with CORA.

2.04 ENTITY RESPONSIBILITIES.

The Entity shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Entity and the Clerk. The Entity designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: ______________________________________

Primary phone: ___________________________________

Cell phone: ______________________________

Email: ________________________________

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the Clerk's contact person, for consultation and decision-making on behalf of the Entity. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Entity's voters or others interested in the Entity's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Entity conduct a task, the DEO shall conduct the same.

B. Notify the County prior to executing this Agreement if the Entity's boundaries include property in any other county.

C. Review the Address Library Report provided by the Clerk, which determines which residential addresses are within the Entity. View the street ranges in a map format at: https://emap.mesacounty.us/viewer. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the Clerk with certification of any annexations, inclusions, and/or exclusions to the Entity, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Clerk, including any corrections if necessary, by the date set forth in Attachment B.

   a. If the Entity is a Proposed Political Subdivision not already identified by a tax authority code in the County Assessor's records, the Entity shall provide the Clerk with a certified legal description, map, and a list of street ranges for all streets within the Proposed Political Subdivision on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Political Subdivision.

D. For elections where, owning property in the Entity is a requirement for voting in the election, the Entity must perform the following tasks relating to the property owners list:

   a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Entity's boundaries in Mesa County, in accordance with § 1-5-304, C.R.S., and by the deadlines in Attachment B.

   b. To receive access to the DEO SCORE Lookup, contact Colorado Secretary of State's Office at https://www.coloradosos.gov/voter/auth/login.xhtml. Click on request voter lookup access.

   c. Using the list from the Assessor's Office:

      i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside and are registered in the Entity, as they will already receive a mail ballot.

iv. Deliver to the Clerk via email an initial and a supplemental list of property owners who are property owners in the Entity, registered to vote in the state of Colorado, and not physically residing in the Entity. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. **Each line must consist of the following separated fields: eligible elector's voter identification number, first name, middle name, last name, suffix, mailing address, city, state, zip, parcel number, and phone number, if available.**

v. The CEO will mail ballot packets to each eligible elector residing outside of the district included on the property owner list provided by the DEO.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Entity, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Entity's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the Clerk to determine the number and letter of each ballot issue and question, as outlined in Section 2.03. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the Clerk.

H. Submit the Entity's certified ballot content, verbatim, as it should appear on the ballot for the Entity's races, questions and issues to the Clerk. Submit the ballot content via email to voter.info@mesacounty.us on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the Clerk after the deadline will not appear on the ballot.) Example provided as attachment D.

I. **Within two hours** of receipt from the Clerk, proofread the layout and the text of the Entity's portion of the official ballots and provide written notice of acceptance to the Clerk via email to voter.info@mesacounty.us, or such alternate email address as the Clerk may designate.

J. If the Entity's election includes a race, contact all candidates on the ballot and ask them to call the Clerk's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and Entity for which they are running.

K. If the Entity's election includes a TABOR issue, the Entity shall perform the following duties relative to the TABOR Notice:

   a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

   b. Prepare a financial summary for each ballot question or issue.

   c. Prepare a Microsoft Word document using the template provided by the Clerk for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.

   d. Defend and resolve, at the Entity's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Clerk.

L. Publish and post any required legal notices for the Entity's candidates, ballot issues and/or ballot questions, other than the notice published by the Clerk in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Clerk for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Entity's race, question or measures or operations. Refer members of the public and news media to the Clerk for any matters outside of the DEO's expertise relating to election procedures.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Entity shall reimburse the Clerk for the full cost of the recount. If other political subdivisions are included in the recount, the cost of the recount will be prorated among the participating political subdivisions as per § 1-10.5- 101, C.R.S.

O. Remit to the Clerk the total payment for the Entity's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations, and all other election expenses within thirty (30) days from the date of receipt of an invoice from the Clerk.

SECTION Ill.

CANCELLATION OF ELECTIONS

3.01CANCELLATION OF ELECTION BY THE ENTITY.

In the event that the Entity resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Entity shall be liable for the full actual costs of the activities of the Clerk relating to the election incurred before receipt of such notice and activities of the Clerk relating to cancelling the election after the receipt of such notice. The Entity shall provide and post notice by publication as defined in the Code. In the event that the Entity resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Entity cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.

MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Kaitlyn Sacco
Mesa County Clerk and Recorder's Office - Elections Division
200 S Spruce Street
Grand Junction, CO 81502
Phone: (970) 244-1661
Fax: (970) 255-5039
Email: kaitlyn.sacco@mesacounty.us

To Entity: Selestina Sandoval
City of Grand Junction
250 North 5th St
Grand Junction, CO 81501
Phone: (970) 244-1509
Email: selestinas@gjcity.org

4.02 TERM OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 ALLOCATION OF COSTS OF ELECTION

The Entity shall reimburse the Clerk for all cost attributable to the Entity incurred for the 2026 General Election. Such reimbursement shall be made within 30 days of receipt of billing from the Clerk.

4.04 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.05 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party or employee, agent or officer of that Party.

4.06 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

4.07 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.08 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the Clerk, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Clerk or the Entity. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Entity and the Clerk agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.10 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Clerk and the Entity, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.11 GOVERNING LAW; VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in Colorado's 21st Judicial District Court, Mesa County, Colorado.

4.12 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

4.13 COUNTERPARTS.

This agreement may be signed in counterparts, and each signed counterpart shall become part of the Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

4.14 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A – 2026 Cost Estimate

Attachment B - Key Dates for Coordinating Political Subdivisions (subject to updates)

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

Attachment E – Voter Registration and Election Report Request Form

Attachment F – Credit Card Payment Authorization Form

NOTICES

All notices, request, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the Entity:	*Notice to the Clerk:*
Selestina Sandoval, DEO	Bobbie Gross, Clerk and Recorder
City of Grand Junction	Mesa County Clerk and Recorder
250 North 5th St	200 S Spruce St.
Grand Junction, CO 81501	Grand Junction, CO 81501

In witness whereof, the Entity and the Mesa County Clerk and Recorder have caused this Agreement to be executed.

Mesa County Clerk and Recorder

____

By: Bobbie Gross, Clerk and Recorder

Date: ______________

Entity

____

By: Selestina Sandoval, DEO

Date: ______________

Election Cost	$ 400,000.00	State Reimbursement		45%	District Minimum $ 4,000.00

Participating Entities	Total Voters Served	% of Total Voters	Participating Entities	% of Total Cost	Notes
			Election Cost	$ 400,000.00	
State	114,543		State Reimbursement	$ 180,000.00	
			District Cost ($4,000.00 minimum)	$12,000	
			Adjusted Election Cost	$ 208,000.00	
Mesa County School District 51	112,035	100.00%		$ 145,802.24	Plus TABOR cost
City of Grand Junction	47,793	29.90%		$ 62,197.76	Plus TABOR cost
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
Town of Palisade	1,761			$4,000	Plus TABOR cost
Palisade Rural FPD	1,089			$4,000	Plus TABOR cost and Property Owner Ballots
Town of DeBeque	324			$4,000	Plus TABOR cost

RESOLUTION NO. ______

A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF GRAND JUNCTION, COLORADO CONCERNING THE REPAIR OF THE ORCHARD MESA POOL, THE CREATION OF DEBT AND AN INCREASE IN TAXES TO PAY FOR THE SAME AND FOR THE ONGOING COSTS OF OPERATING AND MAINTAINING THE POOL, AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council hereby finds and determines that it is in the public interest to pose a certain question to the electors regarding the repair, renovation, and equipping of the Orchard Mesa Pool, the financing of that work, and the ongoing costs of operating and maintaining the pool; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires advance voter approval for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation without adequate present cash reserves, for any new tax or tax rate increase, and for spending certain moneys above the limits established by TABOR; and

WHEREAS, TABOR requires the City to submit ballot issues (as defined in TABOR and in Section 1-1-104(2.3), C.R.S.) to the City's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 3, 2026, is the date of the state general election and is therefore one of the election dates at which ballot issues may be submitted to the City's electors pursuant to Article X, Section 20(3)(a) of the Colorado Constitution; and

WHEREAS, Section 3 of Article II of the Charter provides that the General Municipal Election is held on the first Tuesday following the first Monday of November of each odd-numbered year and that all other municipal elections are Special Municipal Elections, and the election called by this resolution is therefore a Special Municipal Election; and

WHEREAS, Section 25 of Article II of the Charter requires that all municipal elections be conducted as coordinated elections and provides that the Mesa County Clerk shall have all statutory power and authority to conduct such elections in accordance with an intergovernmental agreement between Mesa County and the City; and

WHEREAS, the County Clerk of Mesa County (the "County Clerk") is conducting a coordinated election on November 3, 2026, pursuant to Section 1-7-116, C.R.S.; and

WHEREAS, the Council is of the opinion that the City should seek voter approval for the purposes provided in this resolution and in the resolution setting the ballot title and submission clause; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. Ratification and definitions. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed towards the election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings defined in Section 1-1-104, C.R.S., and TABOR.

Section 2. Election called; participation in the coordinated election. Pursuant to the Uniform Election Code of 1992, the Charter, and all other applicable laws of the State of Colorado, the Council hereby determines that a Special Municipal Election shall be held on November 3, 2026, at which there shall be submitted to the registered electors of the City the ballot issue described in Section 3 hereof. The City shall participate in the coordinated election being conducted by the County Clerk on November 3, 2026. The officers of the City are authorized to enter into an intergovernmental agreement with the County Clerk pursuant to Section 1-7-116, C.R.S., which agreement shall be signed no later than August 25, 2026, being the seventieth day before the election. The designated election official shall promptly provide the County Clerk written notice of the City's formal action to participate in the coordinated election as contemplated by Section 1-7-116(5), C.R.S. Any such intergovernmental agreements heretofore entered into in connection with the election are hereby ratified, approved, and confirmed.

Section 3. Ballot content and certification. The ballot issue to be submitted at the election shall concern the repair, renovation, and equipping of the Orchard Mesa Pool, the creation of debt or other financial obligation to finance that work, and an increase in taxes to pay such debt and the ongoing costs of operating and maintaining the pool, all as set forth in the separate resolution of the Council setting the ballot title and submission clause for the same. The Council hereby authorizes and directs the designated election official to certify to the County Clerk, on or before September 4, 2026, being the sixtieth day before the election, the order of the ballot and the ballot content in substantially the form of each resolution pertaining to the same, as required by Section 1-5-203(3)(a), C.R.S. The City shall be solely responsible for the accuracy of the information contained in the certification, as provided in Section 1-5-203(3)(c), C.R.S.

Section 4. Designated election official. The Council hereby appoints the City Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to Section 1-1-111(2), C.R.S., all powers and authority granted to the Council may be exercised by the designated election official, and the City may contract with the County Clerk to perform all or part of the duties required in conducting the election. Because the election is a coordinated election, the County Clerk is the coordinated election official pursuant to Section 1-7-116(1)(a), C.R.S., and shall appoint the election judges pursuant to Section 1-6-104(1), C.R.S.

Section 5. Ballot issue notice. The designated election official shall take the following actions with respect to the ballot issue notice required by Article X, Section 20(3)(b) of the Colorado Constitution:

(a) accept written comments concerning the ballot issue, which comments must be filed no later than noon on Friday, September 18, 2026, as provided in Section 1-7-901(4), C.R.S., and retain the filed comments as election records;

(b) obtain from the City Manager and the Finance Department, and include in the notice, the fiscal information required by Section 1-7-902, C.R.S.;

(c) summarize the filed comments in favor of and in opposition to the ballot issue as required by Section 1-7-903(1), C.R.S.; and

(d) prepare and deliver to the County Clerk the full text of the ballot issue notice no later than September 21, 2026, being the forty-third day before the election, as required by Section 1-7-904, C.R.S.

The ballot issue notice shall be prepared in substantial compliance with Article X, Section 20 of the Colorado Constitution, Part 9 of Article 7 of Title 1, C.R.S., and the rules of the Secretary of State, and shall be mailed by the County Clerk as coordinated election official at least 30 days before the election, pursuant to Sections 1-7-906(1), 1-7-907, and 1-40-125(2), C.R.S.

Section 6. Additional notice concerning the creation of a financial obligation. Because the ballot issue concerns the creation of debt or other financial obligation, the designated election official, with the assistance of the City Manager and the Finance Department, shall post the information required by Section 1-7-908, C.R.S., on the City's website no later than October 14, 2026, being the twentieth day before the election.

Section 7. Notice of election. Notice of the election shall be given by publication no later than October 14, 2026, being the twentieth day before the election. Publication by the County Clerk as coordinated election official satisfies the publication requirement for all political subdivisions participating in the coordinated election pursuant to Section 1-5-205(1) and (1.4), C.R.S. The designated election official shall post a copy of the notice in the office of the City Clerk as provided in Section 1-5-205(1.3), C.R.S.

Section 8. Reservation of authority to withdraw the ballot issue. The Council reserves the authority to withdraw the ballot issue from the ballot by resolution no later than October 9, 2026, being the twenty-fifth day before the election, as provided in Section 1-5-208(2), C.R.S. Upon any such withdrawal, the City shall pay the costs attributable to the withdrawn ballot issue as provided in Section 1-5-208(5), C.R.S., and in the intergovernmental agreement.

Section 9. Canvass and abstract of votes. The canvass board shall be appointed in accordance with the intergovernmental agreement with the County Clerk, as provided in Section 1-10-202, C.R.S. The Council shall meet and canvass the returns within 14 days after the election, on or before November 17, 2026, as provided in Section 25 of Article II of the Charter, to the extent that duty is not performed by the canvass board under the intergovernmental agreement. The canvass board shall certify the official abstract of votes cast to the designated election official no later than the twenty-second day after the election, being on or before November 25, 2026, as provided in Section 1-10-203(1), C.R.S.

Section 10. Effect of the election. If a majority of the votes cast on the question are in favor, then the City shall be authorized to act as provided in the question, and if a majority of the votes cast on the question are opposed, then the City shall not be authorized to act.

Section 11. Election costs. The City shall pay its reasonable share of the actual costs of the coordinated election as provided in the intergovernmental agreement and Section 1-7-116(2)(b), C.R.S.

Section 12. Further authority. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 13. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

INTRODUCED, READ, APPROVED AND ADOPTED this 19th day of August, 2026.

____
President of the Council

ATTEST:

____
City Clerk

Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: August 19, 2026

Presented By: Mike Bennett, City Manager, Jay Valentine, Chief Financial Officer, Ken Sherbenou, Parks and Recreation Director, Jeremiah Boies, Interim City Attorney

Department: City Council

Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution Setting the Title for and Submitting to the Electorate on November 3, 2026, a Measure to Increase the City Sales and Use Tax from 3.39% to 3.46%, to Reduce that Rate by 0.04% Following Payment in Full of the Debt Authorized, and to Retain and Spend Revenues as a Voter Approved Revenue Change as Defined by Article X, Section 20 of the Colorado Constitution, and to Incur Bonded Indebtedness to Repair, Renovate, and Equip the Orchard Mesa Swimming Pool

RECOMMENDATION:

Consider approval of the Resolution Setting Title and Submitting a Ballot Proposal to the Electorate on November 2, 2026, for a 0.07 percent Sales Tax increase and to authorize the City to incur debt to fund the Orchard Mesa Pool.

EXECUTIVE SUMMARY:

City Council has considered numerous options to repair and fund the aging Orchard Mesa Pool. After a survey was conducted which asked a statistically valid sample if they would favor sending a ballot question to voters regarding the Orchard Mesa Pool, to which a majority favored, City Council at the August 3, 2026 workshop, directed staff to create a ballot proposal for the City to incur debt and a small sales tax increase to pay for the debt and ongoing operations cost of the pool. This Resolution proposes and sets the ballot title language for that ballot question to the electorate.

BACKGROUND OR DETAILED INFORMATION:

The Orchard Mesa Swimming Pool, located at 2736 Unaweep Avenue was constructed in 1983 and is owned by Mesa County Valley School District No. 51 (D51) and operated by the City. It was originally started as a partnership with D51, Mesa County, and the

City and all have contributed over the years to its maintenance and operation. The pool has fallen into disrepair, and all major systems that are required to operate the pool are beyond their end-of-life.

In 2023, the City commissioned and paid for a study to understand options for the long-term future of the Orchard Mesa Pool. On January 22, 2024, the consultants, Ohlson Lavoie Corporation (OLC) and PROS Consulting, presented the results of the 2023 Orchard Mesa Recreation Facility (OMRF) Plan to the pool partners. This planning process was driven by an in-depth community engagement effort that spanned much of 2023. It aimed to objectively evaluate possible paths forward for the Orchard Mesa Pool. Despite significant service to the larger Grand Junction community over the past 40 years, the team of architects and engineers facilitating the study concluded that the facility is at the end of its useful life. It needs a complete renovation if it is to continue operating in the long term.

In 2024, Mesa County issued an $800,000 check to the owner of the Orchard Mesa Pool, School District #51, with a statement that Mesa County would no longer be a partner in providing the Orchard Mesa Pool. Following this, the remaining pool partners, School District #51 and the City, fleshed out an agreement to keep the pool open until the new Community Recreation Center (CRC) was online. This was signed on September 25, 2024. This ensured there would be no gap in service, and that a public pool would be available in Grand Junction. It stipulated that the gym, band, and locker room areas be demolished, which has occurred. The agreement also provided that the City would be solely financially responsible for all operational costs, including utilities previously paid by School District #51, and for capital costs, such as the new boiler installed in June 2025. Per that agreement, School District #51 remains the owner of the building. That agreement calls for the Orchard Mesa Pool to be demolished as of December 31, 2026.

Multiple options were presented to City Council over several workshops for potential paths to either renovate or close the pool upon the opening of the Community Recreation Center, now scheduled to open in September 2026. Council directed several questions to be included in the 2026 Community Satisfaction Survey regarding the Orchard Mesa Pool, including whether a ballot question should be asked, and whether they would support a tax increase. About 66% of respondents wanted a ballot question referred to voters, with 17% neutral, and approximately 38% of respondents supported a small tax increase to fund the pool, with 19% neutral.

The estimated cost of repairing, renovating, and equipping the pool is $11,600,000. The estimated annual cost of operating and maintaining the pool is $700,000 (the subsidy). A 0.07% increase in the City's sales and use tax rate is estimated to generate $1,900,000 in 2027, the first full fiscal year, which is sufficient to pay debt service on debt in the principal amount of $12,000,000 and, after that debt is paid in full, to provide for the ongoing operation and maintenance of the pool.

The work to be financed is limited to repairing, renovating, and equipping the existing swimming pool, including repair and replacement of the swimming pool systems including mechanical, heating/ventilation/air-conditioning (HVAC), filtration and electrical and other hardware necessary for operation of the swimming pool facility. The work does not include an expansion beyond the current 6 lane, 25 yard by 25 meter, configuration. The work is therefore a repair or a fixing of the pool and not a remodel, which would include an expansion.

For these and other reasons the Council has determined that the 0.07% sales and use tax rate increase is a reasonable means of advancing the community's interests. If the ballot question increasing the sales and use tax rate is approved and the City is authorized with the passage of the question to incur debt, then the City will begin the project as soon as possible, with the funds generated from the 0.07% sales and use tax rate increase being used to pay the debt for the project and to fund the operation and maintenance of the pool.

The rate increase is not permanent in its full amount. As set forth in the question, the rate will be reduced by 0.04% on January 1 following the date on which the debt approved by the question is paid in full, and in no event later than December 31, 2047, with the remaining portion of the increase (0.03%) continuing to provide for the operation and maintenance of the Orchard Mesa Swimming Pool.

With approval of the question the City will proceed without delay to repair, renovate, and equip the Orchard Mesa Swimming Pool as soon as practicable.

The ballot language, set forth by this Resolution, is proposed as:

> SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED $1,900,000 IN 2027 (THE FIRST FULL FISCAL YEAR), AND BY WHATEVER AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY INCREASING THE CITY'S SALES AND USE TAX RATE FROM 3.39% TO 3.46% BEGINNING JANUARY 1, 2027, FOR THE PURPOSE OF GENERATING REVENUE TO FINANCE THE COSTS OF REPAIRING, RENOVATING, AND EQUIPPING THE ORCHARD MESA SWIMMING POOL, WHICH SHALL INCLUDE REPAIR AND REPLACEMENT OF THE SWIMMING POOL SYSTEMS INCLUDING MECHANICAL, HEATING/VENTILATION/AIR-CONDITIONING (HVAC), ELECTRICAL AND FILTRATION AND OTHER HARDWARE NECESSARY FOR OPERATION OF THE SWIMMING POOL FACILITY BUT SHALL NOT INCLUDE ANY EXPANSION BEYOND THE EXISTING 6 LANE, 25 YARD BY 25 METER, POOL CONFIGURATION, AND SHALL INCLUDE THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE DEBT AUTHORIZED BY THIS QUESTION OR TO CREATE A RESERVE FOR SAME; AND SUCH RATE SHALL BE REDUCED BY 0.04% ON JANUARY 1ST FOLLOWING THE DATE ON WHICH THE DEBT APPROVED HEREBY IS PAID IN FULL (BUT IN NO EVENT SHALL SUCH REDUCTION OCCUR LATER THAN DECEMBER 31, 2047), WITH THE REMAINING INCREASE AUTHORIZED BY THIS QUESTION (.03%) TO CONTINUE TO PROVIDE FOR

THE OPERATION AND MAINTENANCE OF THE ORCHARD MESA SWIMMING POOL, AND SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED $12,000,000 WITH A REPAYMENT COST OF $19,000,000 TO PROVIDE FINANCING FOR THE COSTS OF REPAIRING, RENOVATING, AND EQUIPPING THE ORCHARD MESA SWIMMING POOL WITH THE DEBT BEING PAYABLE FROM THIS TAX INCREASE OR ANY OTHER GENERAL REVENUE OF THE CITY, PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD BEING DETERMINED BY THE CITY AS NECESSARY AND PRUDENT, WITH THE CITY BEING AUTHORIZED TO IMPOSE, COLLECT, RETAIN AND SPEND SUCH REVENUES AND ANY INVESTMENT EARNINGS AND INTEREST THEREON, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION AND ANY OTHER LAW?

Yes ______ No ______

This single question covers both the sales tax increase, the step-down in the sales tax increase upon payment of the debt to fund ongoing operation and maintenance, and the ability for the City to incur debt needed to fund the cost of the repairs to the pool.

The proposed debt will be issued for a maximum principal amount of $12,000,000 with a 15-year payback and a presumed rate of 5.75%. Based on the timing of the project construction, staff, with the assistance of professional bond underwriters, will have the opportunity to closely monitor the market and issue debt at a preferred time. Currently (August 12, 2026) the market yield for AA rated municipal bonds is approximately 4.25% to 4.5% for a 15-year maturity range.

The statutory deadline for submission of the ballot question to the Mesa County Clerk is September 4, 2026.

FISCAL IMPACT:

This action does not have direct fiscal impact; however, if the voters authorize the 0.07 percent sales tax for the Orchard Mesa Pool is $1,900,000. Again, if the voters authorize the issuance of debt to fund the Orchard Mesa Pool, debt will be issued for an estimated aggregate principal amount of $12,000,000 with total debt service costs not to exceed $19,000,000. Under TABOR, the City is required to provide the estimated debt service costs for voter authorization, and this amount cannot be exceeded. The $19 million is calculated based on $19 million par issuance, for 15 years, at 5.75%. Similar to applying a margin on the revenue estimate for the ballot question, a higher interest rate was used to ensure total debt service costs do not exceed authorization. The Staff expects to issue debt at or below a 4.25-4.5% interest rate and given the timing of the project design, will have the opportunity to closely monitor the market, issue debt at a preferred time, and minimize debt service costs as much as possible.

SUGGESTED MOTION:

I move to adopt Resolution No.77-26, A Resolution Setting the title for and submitting to the electorate on November 3, 2026, a measure to increase the City sales and use tax from 3.39% to 3.46%, to reduce that rate by 0.04% following payment in full of the debt authorized, and to retain and spend revenues as a voter approved revenue change as defined by Article X, Section 20 of the Colorado Constitution, and to incur bonded indebtedness to repair, renovate, and equip the Orchard Mesa Swimming Pool.

Attachments

1. RES-Orchard-Mesa-Pool-Ballot-Title-2026-08-13-DRAFT

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ______

A RESOLUTION SETTING THE TITLE FOR AND SUBMITTING TO THE ELECTORATE ON NOVEMBER 3, 2026, A MEASURE TO INCREASE THE CITY SALES AND USE TAX FROM 3.39% TO 3.46%, TO REDUCE THAT RATE BY 0.04% FOLLOWING PAYMENT IN FULL OF THE DEBT AUTHORIZED, AND TO RETAIN AND SPEND REVENUES AS A VOTER APPROVED REVENUE CHANGE AS DEFINED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND TO INCUR BONDED INDEBTEDNESS TO REPAIR, RENOVATE, AND EQUIP THE ORCHARD MESA SWIMMING POOL

RECITALS

The City Council of the City of Grand Junction (the "Council") at its August 19, 2026, meeting considered placing a question on the November 3, 2026, ballot asking the City electors to approve a 0.07% City sales and use tax rate increase for the repair, renovation, and equipping of the Orchard Mesa Swimming Pool and for the ongoing costs of operating and maintaining the pool, and authorizing the City to borrow money to finance that work.

On August 19, 2026, the Council adopted Resolution No. 73-26 calling a Special Municipal Election to be held on November 3, 2026, concerning the repair of the Orchard Mesa Pool, the creation of debt and an increase in taxes to pay for the same and for the ongoing costs of operating and maintaining the pool. Resolution No. 73-26 is incorporated herein as if fully set forth, and this resolution is the separate resolution setting the ballot title and submission clause contemplated by Section 3 of that resolution.

November 3, 2026, is the date of the state general election and is therefore one of the election dates on which ballot issues may be submitted to the City's electors pursuant to Article X, Section 20(3)(a) of the Colorado Constitution. Under Section 3 of Article II of the Charter the election is a Special Municipal Election, and under Section 25 of Article II of the Charter it will be conducted as a coordinated election by the Mesa County Clerk.

The Orchard Mesa Swimming Pool, located at 2736 Unaweep Avenue, was constructed in 1983 with the cost split by Mesa County and the City of Grand Junction and Mesa County Valley School District No. 51 contributing the land. The Pool is owned by Mesa County Valley School District No. 51 and is operated by the City. As of the fourth quarter 2025, the Pool is now fully funded by the City.

The estimated cost of repairing, renovating, and equipping the pool is $11,600,000. The estimated annual cost of operating and maintaining the pool is $700,000 (the subsidy). A 0.07% increase in the City's sales and use tax rate is estimated to generate $1,900,000 in 2027, the first full fiscal year, which is sufficient to pay debt service on debt in the principal amount of $12,000,000 and, after that debt is paid in full, to provide for the ongoing operation and maintenance of the pool.

The work to be financed is limited to repairing, renovating, and equipping the existing swimming pool, including repair and replacement of the swimming pool systems including mechanical, heating/ventilation/air-conditioning (HVAC), filtration and electrical and other hardware necessary for operation of the swimming pool facility. The work does not include an expansion beyond the current 6 lane, 25 yard by 25 meter, configuration. The work is therefore a repair or a fixing of the pool and not a remodel, which would include an expansion.

For these and other reasons the Council has determined that the 0.07% sales and use tax rate increase is a reasonable means of advancing the community's interests. If the ballot question increasing the sales and use tax rate is approved and the City is authorized with the passage of the question to incur debt, then the Council will begin the project as soon as possible, with the funds generated from the 0.07% sales and use tax rate increase being used to pay the debt for the project and to fund the operation and maintenance of the pool.

The rate increase is not permanent in its full amount. As set forth in the question, the rate will be reduced by 0.04% on January 1 following the date on which the debt approved by the question is paid in full, and in no event later than December 31, 2047, with the remaining portion of the increase (0.03%) continuing to provide for the operation and maintenance of the Orchard Mesa Swimming Pool.

With approval of the question the City will proceed without delay to repair, renovate, and equip the Orchard Mesa Swimming Pool as soon as practicable.

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

The following question shall be submitted to the registered electors of the City at the Special Municipal Election to be held on November 3, 2026, and conducted as part of the coordinated election of that date.

> SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED $1,900,000 IN 2027 (THE FIRST FULL FISCAL YEAR), AND BY WHATEVER AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY INCREASING THE CITY'S SALES AND USE TAX RATE FROM 3.39% TO 3.46% BEGINNING JANUARY 1, 2027, FOR THE PURPOSE OF GENERATING REVENUE TO FINANCE THE COSTS OF REPAIRING, RENOVATING, AND EQUIPPING THE ORCHARD MESA SWIMMING POOL, WHICH SHALL INCLUDE REPAIR AND REPLACEMENT OF THE SWIMMING POOL SYSTEMS INCLUDING MECHANICAL, HEATING/VENTILATION/AIR-CONDITIONING (HVAC), ELECTRICAL AND FILTRATION AND OTHER HARDWARE NECESSARY FOR OPERATION OF THE SWIMMING POOL FACILITY BUT SHALL NOT INCLUDE ANY EXPANSION BEYOND THE EXISTING 6 LANE, 25 YARD BY 25 METER,

POOL CONFIGURATION, AND SHALL INCLUDE THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE DEBT AUTHORIZED BY THIS QUESTION OR TO CREATE A RESERVE FOR SAME; AND SUCH RATE SHALL BE REDUCED BY 0.04% ON JANUARY 1ST FOLLOWING THE DATE ON WHICH THE DEBT APPROVED HEREBY IS PAID IN FULL (BUT IN NO EVENT SHALL SUCH REDUCTION OCCUR LATER THAN DECEMBER 31, 2047), WITH THE REMAINING INCREASE AUTHORIZED BY THIS QUESTION (.03%) TO CONTINUE TO PROVIDE FOR THE OPERATION AND MAINTENANCE OF THE ORCHARD MESA SWIMMING POOL, AND SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED $12,000,000 WITH A REPAYMENT COST OF $19,000,000 TO PROVIDE FINANCING FOR THE COSTS OF REPAIRING, RENOVATING, AND EQUIPPING THE ORCHARD MESA SWIMMING POOL WITH THE DEBT BEING PAYABLE FROM THIS TAX INCREASE OR ANY OTHER GENERAL REVENUE OF THE CITY, PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD BEING DETERMINED BY THE CITY AS NECESSARY AND PRUDENT, WITH THE CITY BEING AUTHORIZED TO IMPOSE, COLLECT, RETAIN AND SPEND SUCH REVENUES AND ANY INVESTMENT EARNINGS AND INTEREST THEREON, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION AND ANY OTHER LAW?

Yes ______ No ______

The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S., regarding both a title and a submission clause. Any election contest arising out of a ballot issue or ballot question election concerning the order on the ballot or the form or content of the ballot title shall be commenced by verified petition filed with the district court, with a copy served on the City, within five days after the title of the ballot issue or ballot question is set, and not thereafter, as provided in Section 1-11-203.5, C.R.S., to which Section 31-10-1308(2), C.R.S., directs such contests.

If the voters authorize the debt as described in the question set forth above, the City intends to issue such debt in the approximate aggregate principal amount of $12,000,000 to pay the costs of the project described in the ballot question, including the reimbursement of certain costs incurred by the City prior to the execution and delivery of debt proceeds upon terms acceptable to the City, as authorized in a resolution to be hereafter adopted, and to take all further action which is necessary or desirable in connection therewith. The officers, employees, and agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the project and to otherwise carry out the transactions contemplated by this resolution. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation Section 1.150-2(h). This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulations 1.150-2.

PASSED, ADOPTED and APPROVED this 19th day of August, 2026.

____
President of the City Council

ATTEST:

____
City Clerk

CITY OF Grand Junction COLORADO

CITY CLERK

Memo

To: Mayor Lutz and Councilmembers

From: Mike Bennett, City Manager
Selestina Sandoval, City Clerk

Date: August 17, 2026

Subject: Volunteer Board Vacancies

Staff is requesting that City Council members discuss who will serve on interview committees for the following vacancies:

Volunteer Board or Commission	Vacancies (E = Eligible to Reapply)	Application Deadline
Downtown Development Authority/BID **Ben VanDyke**	1. Dustin Anzures (Resigned) (exp. June 30, 2027)	August 30, 2026 Interviews to be held in early September
Visit Grand Junction **Laurel Lutz**	1. Theresa Horvat (Exp. December 31, 2026) 2. Manon Desrosiers (Exp. December 31, 2026)	August 30, 2026 Interviews to be held in September

From: Bobbie Daniel <bobbie.daniel@mesacounty.us>
Sent: Wednesday, August 12, 2026 6:28 AM
To: j.adams@townofcollbran.us; Mike Bennett <mike.bennett@gjcity.org>; David Krouse <dkrouse@fruita.org>; jstanford@townofpalisade.org
Cc: rene.romero@mesacounty.us; ewara.drews@mesacounty.us
Subject: MCROAC Board Representation

⚠ **EXTERNAL SENDER** ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Good morning,

I'm reaching out regarding representation on the **Mesa County Regional Opioid Abatement Council (MCROAC)** as we prepare for the upcoming two-year grant cycle.

We are working to ensure the Council has full representation from communities and public safety partners across Mesa County before the next round of grant decisions begins. At this time, we are looking to fill or strengthen representation from the **Town of Collbran, City of Grand Junction, Fruita Police Department, and Palisade Police Department**.

Having consistent participation from each of these communities is important. The Council makes decisions about the use of opioid settlement dollars in Mesa County, and we want those decisions informed by representatives from throughout our community.

Can share with your organization? Interested individuals can send a brief **letter of interest to René Romero**, who is copied on this email. René can also help with any questions about the appointment process or expectations for serving.

We would greatly appreciate your help identifying someone who can regularly participate and provide your community or agency's perspective as the Council begins this next grant cycle.

Thank you for your partnership and for helping us make sure Mesa County has strong representation at the table.

Best,

Bobbie