

FAA99WKR

TYPE OF RECORD: ACTIVE NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: FEDERAL AVIATION ADMINISTRATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT AGREEMENT AND  
SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM  
PROJECT NO. 3-08-0027-19, DATED JULY 13, 1999, CONTRACT NUMBER DOT-FA99NM-  
1049 - INSTALL RUNWAY 29 INSTRUMENT APPROACH AIDS (LOCALIZER DIRECTION AID  
(LDA)/DISTANCE MEASURING EQUIPMENT (DME))

CITY DEPARTMENT: ADMINISTRATION

YEAR: 1999

EXPIRATION DATE: 12/31/00

DESTRUCTION DATE: 01/07



DENVER AIRPORTS DISTRICT OFFICE  
26805 EAST 68th AVENUE, SUITE 224  
DENVER, COLORADO 80249-6361  
(303) 342-1252

FEDERAL AVIATION  
ADMINISTRATION

July 13, 1999

The Honorable Gene Kinsey  
Mayor, City of Grand Junction  
250 North Fifth Street  
Grand Junction, Colorado 81501

Ms. Kathy Hall, Chairperson  
Board of Mesa County Commissioners  
750 Main Street  
Grand Junction, Colorado 81501

Mr. Miles McCormack, Chairman  
Walker Field Colorado Public Airport Authority  
2828 Walker Field Drive, Suite 211  
Grand Junction, Colorado 81506

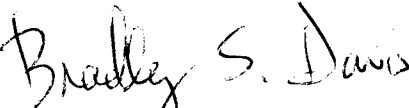
Dear Mayor Kinsey, Ms. Hall and Mr. McCormack:

Enclosed are six copies of a grant offer for Airport Improvement Program Project No. 3-08-0027-19 at Walker Field in which \$89,300 of Federal funds have been obligated to accomplish the development described on page 1 of the grant offer. **Please complete Part II (Acceptance) by having the authorized officials execute the last three pages of the grant offer. Certification by the attorneys should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the grant agreement, please return three copies to this office. The other copies are for your records.

Sincerely,

  
Alan E. Wiechmann, Manager - acting  
Denver Airports District Office

Enclosures

## LIST OF ADVISORY CIRCULARS

Under no. 34 of the new Assurances, FAA is required to make you aware of the list of Advisory Circulars for which you are responsible. If you have any questions, please call the Denver ADO.

## CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated on: 5/1/95

### NUMBER/SUBJECT

70/7460-1H	CHG 1 & 2 - Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10A	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-16A	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20	CHG 1 - Airport Snow and Ice Control Equipment
150/5220-21	CHG 1 - Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13	CHG 1, 2, 3 & 4 - Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-5B	Airport Drainage
150/5320-6C	CHG 1 & 2 - Airport Pavement Design and Evaluation
150/5320-12B	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A	CHG 1 - Runway Length Requirements for Airport Design
150/5340-1G	Standards for Airport Markings
150/5340-4C	CHG 1 & 2 - Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B	CHG 1 - Segmented Circle Airport Marker System
150/5340-14B	CHG 1 & 2 - Economy Approach Lighting Aids
150/5340-17B	Standby Power for NonFAA Airport Lighting Systems
150/5340-18C	CHG 1 - Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24	CHG 1 - Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	CHG 1 - Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon

150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	CHG 1 & 2 - Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D	CHG 1 - Precision Approach Path Indicator (PAPI) Systems
150/5345-39B	CHG 1 - FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C	CHG 1 - Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44F	CHG 1 - Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment
150/5345-50	CHG 1 - Specification for Portable Runway Lights
150/5345-51	CHG 1 - Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12A	Airport Signing & Graphics
150/5360-13	CHG 1 - Planning and Design Guidance for Airport Terminal Facilities
150/5370-2C	Operational Safety on Airports During Construction
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A	CHG 1, 2, 3, 4, 5, 6, 7 & 8 - Standards for Specifying Construction of Airports
150/5370-11	CHG 1 - Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

U.S. Department  
of Transportation

# GRANT AGREEMENT

Federal Aviation  
Administration

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## Part I - Offer

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<b>Date of Offer:</b>	<b>July 13, 1999</b>
<b>Airport:</b>	<b>Walker Field</b>
<b>Project Number:</b>	<b>3-08-0027-19</b>
<b>Contract Number:</b>	<b>DOT-FA99NM-1049</b>

**To:** City of Grand Junction, the County of Mesa and the Walker Field, Colorado, Public Airport Authority (herein called the "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 November 17, 1998, for a grant of Federal funds for a project at or associated with Walker Field, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

**Install Runway 29 instrument approach aids (Localizer Directional Aid (LDA)/Distance Measuring Equipment (DME)),**

all as more particularly described in the Project Application.

**Now therefore**, pursuant to and for the purpose of carrying out the provisions of Title 49, U.S.C., Subtitle VII, Part B, as amended and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **The Federal Aviation Administration, for and on behalf of the United States, hereby offers and agrees** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percent.

This Offer is made on and subject to the following terms and conditions:

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$89,300. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under Title 49, U.S.C., section 47108(b), the following amounts are being specified for this purpose:  

\$-0-for planning  
\$89,300 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of Title 49, U.S.C., subtitle VII, Part B, as amended.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
4. The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall 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 August 31, 1999, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall 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 in 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 disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall 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 shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

#### **Special Conditions**

9. The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated May 1, 1995, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
11. It is understood and agreed by the parties hereto that the maximum obligation of the United States for this grant agreement may, if requested by the Sponsor and approved by the FAA, be increased as provided in Title 49, U.S.C., Section 47108(b) to cover increased eligible and allowable development project costs. Upon approval of the Sponsor's request for such an increase, FAA will advise the Sponsor by letter of the new grant amount. Issuance of such letter will constitute an amendment to this agreement and the maximum grant obligation of the United States will be adjusted to the amount specified.
12. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
13. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Walker Field, Colorado, Public Airport Authority, the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
14. The Sponsor attests any automated facility, technology system, or equipment assessed and/or tested under this Airport Improvement Program project has, or will have, a complete assessment for year 2000 (Y2K) date change data processing compliance. Any future Y2K awareness, assessment, and testing work for the facilities, systems, or equipment related to the project will be the responsibility of the Sponsor or its contractor. The Government will not participate in additional costs for Y2K assessment or testing work for any automated data processing subject to this grant agreement.
15. The Sponsor attests any automated facility, technology system, or equipment acquired, assessed, tested, installed or repaired under this Airport Improvement Program project has completed, or will complete, successful verification and validation of the year 2000 (Y2K) date change data processing. The Sponsor shall ensure Y2K compliance of the facilities, systems, or equipment prior to its acceptance and/or commissioning to verify it



meets operational standards. The Sponsor must provide for continuous operation and maintenance of such, or alternate courses of action. The future Y2K awareness, assessment (including associated testing), renovation, validation, and implementation work related to the project will be the responsibility of the Sponsor or its contractor. The Government will not participate in additional costs of Y2K assessment, testing, or repair work for the automated data processing subject to this grant agreement.

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, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

United States of America  
Federal Aviation Administration

Bradley S. Davis  
Acting Manager, Denver Airports District Office

## 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 terms and conditions in this Offer and in the Project Application.

Executed this 6<sup>th</sup> day of August, 1999.



Attest: Stephanie King  
Title: City Clerk

CITY OF GRAND JUNCTION, COLORADO

By: Gene Ramsey  
Sponsor's Designated Official Representative  
Title: Mayor

### Certificate of Sponsor's Attorney

I, DAN E WILSON, 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 relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B, as amended. 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.

Dated at Grand Junction, CO this 6<sup>th</sup> day of August, 1999.

D E W  
Signature of Sponsor's Attorney

**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 terms and conditions in this Offer and in the Project Application.

Executed this 26th day of July, 19 99.



COUNTY OF MESA, COLORADO

By: Kathryn N Hall  
Sponsor's Designated Official Representative

Title: Chairman Board of County Commissioners

Monika Todd  
Monika Todd  
Clerk and Recorder

by Roberto Kaly, Deputy  
Certificate of Sponsor's Attorney

I, Maurice Lyle Dechant, 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 relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B, as amended. 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.

Dated at Grand Junction CO this 28<sup>th</sup> day of July, 19 99.

Maurice Lyle Dechant  
Signature of Sponsor's Attorney

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## Part II - Acceptance

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

Executed this 20th day of July, 19 99.

**WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY**

(SEAL)

Attest:

Title: Clerk

By: *Mela C. McCormick*

Sponsor's Designated Official Representative

Title: Chairman

### Certificate of Sponsor's Attorney

I, DOUGLAS E BRIGGS, 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 relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B, as amended. 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.

Dated at Grand Jet, CO this 9<sup>th</sup> day of August, 19 99.

*Douglas E Briggs*  
Signature of Sponsor's Attorney

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this 26 day of July, 1999, by and between the Walker Field, Colorado, Public 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 Walker Field 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 Application No. 3-08-0027-019 ("Project").

D. The FAA is willing to provide approximately \$89,300 toward the estimated costs of the Project, 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 Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The County is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the 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 Project 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 Special Assurances incorporated by reference into the Grant Agreement ("Special 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 Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Special 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 Special 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 Special Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The County also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is 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 venturer, 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.

**WALKER FIELD, COLORADO, PUBLIC AIRPORT  
AUTHORITY**

By *Miles C. McCormack*  
Miles C. McCormack, Chairperson

**CITY OF GRAND JUNCTION**

By *David A. Varley*  
Mark Achen, City Manager  
Acting  
*David A. Varley*