

WFA95AIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: WALKER FIELD AIRPORT AUTHORITY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PROJECT NO. 3-08-0027-15,
CONTRACT NO. DOT-FA95NM-1041, REHABILITATION OF RUNWAY 11/29, SUPPLEMENTAL
CO-SPONSORSHIP AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION (FAA)

CITY DEPARTMENT: ADMINISTRATION

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this 20th day of March, 1995, 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 of Grand Junction, which is a home rule city under the Constitution of the State of Colorado.

B. The Airport Authority is the owner and operator of the Walker Field Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Airport and Airway Improvement Act of 1982, 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. 3-08-0027-15 ("Project").

D. The FAA is willing to provide approximately \$ 2,400,000, representing ninety percent (90%) of the estimated costs of the Project, provided that 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 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 to, the Grant Agreement, the sponsor's representations, covenants, or obligations 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 City 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 
Earl F. Payne , Chairperson

CITY OF GRAND JUNCTION

By 
Mark Achen , City Manager

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:

Airport: Walker Field

Project Number: 3-08-0027-15

Contract Number: DOT-FA95NM-10xx

To: City of Grand Junction and the County of Mesa, Colorado and 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 21, 1994, for a grant of Federal funds for a project at or associated with the Walker Field Airport 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:

Overlay Runway 11/29 and Grade Runway 11 safety area,

all as more particularly described in the Project Application.

Whereas this project will not be completed during Fiscal Year 1995 and the total U.S. share of the estimated cost of completion will be \$2,400,000.

Now therefore, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement Act of 1979, 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, **DRAFT** 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 \$1,800,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$-0-for planning

\$1,800,000 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 Act.
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 February 15, 1995, 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 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 August 1, 1994, 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. The Sponsor agrees that Assurance No. 9 is deleted in its entirety and the following substituted therefor:

Assurance 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.

12. The Sponsor agrees that Assurance No. 26 is deleted in its entirety and the following substituted therefor:

Assurance 26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the airport budget will be available to the public at reasonable times and places. For airport development projects, it will also 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. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

13. 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 Section 512(b)(3) of the Airport and Airways Improvement Act of 1982 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.

14. The maximum obligation for the current fiscal year stated in Condition 1 of this agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in Section 512(b) of the Airport and Airway Improvement Act of 1982, as amended.

Under Section 512(a) of the Act, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof. This additional amount will include all or part of the funds apportioned to the Sponsor for FY 1996 under Section 507(a)(1) of said Act, subject to the restriction on the use of such apportionments now or hereafter imposed on FAA by Appropriations Acts now or hereafter enacted, or by any other statute or regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use under Section 507 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by FAA when such computation and obligation can be made in FY 1996. The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this agreement.

15. The Sponsor agrees to perform the following:
- a. Furnish a construction management program to FAA prior to the start of construction which shall detail 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 shall 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 testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1037).
 - (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.

- DRAFT**
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material.
- c. Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall 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.
- DRAFT**
- 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.

DRAFT

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 the Act, 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

DRAFT

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 _____ day of _____, 19__.

CITY OF GRAND JUNCTION, COLORADO

By: _____

Sponsor's Designated Official Representative

(SEAL)

Attest: _____

Title: _____

Title: _____

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 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 the Act. 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 _____ this _____ day of _____, 19__.

Signature of Sponsor's Attorney

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 _____ day of _____, 19__.

COUNTY OF MESA, COLORADO
DRAFT

(SEAL)

By: _____
Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: _____

Certificate of Sponsor's Attorney

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

DRAFT

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 the Act. 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.

DRAFT

Dated at _____ this _____ day of _____, 19__.

Signature of Sponsor's Attorney

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 _____ day of _____, 19__.

**WALKER FIELD COLORADO PUBLIC AIRPORT
AUTHORITY**

By: _____
Sponsor's Designated Official Representative

(SEAL)

Attest: _____

Title: _____

Title: _____

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 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 the Act. 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 _____ this _____ day of _____, 19__.

DRAFT

Signature of Sponsor's Attorney



"We've got the world
at our wingtips"

WALKER FIELD Airport Authority

2828 Walker Field Drive, Suite 211
Grand Junction, Colorado 81506
(303) 244-9100
FAX (303) 241-9103

BOARD OF COMMISSIONERS
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AIRPORT DIRECTOR
Marcel J. Theberge, A.A.E.

MEMORANDUM

To: David Varley - Assistant City Manager
From: Marcel J. Theberge - Airport Director
Date: February 21, 1995
Re: Supplemental Co-Sponsorship Agreement
and Draft Grant Agreement

Attached are two copies of the Supplemental Co-Sponsorship Agreement for the FAA Grant Agreement which is forthcoming (abbreviated # AIP-15), and a draft copy of the Grant Agreement for your review. Also included are seven pages of supporting documentation from the Grant Application.

This funding is for a major runway rehabilitation project of which 90% is a grant by the FAA for \$2,400,000. Please note that the project total amount in the Grant Application is for an estimated cost of \$3,084,530, but the actual low bid came in much lower. Due to late funding authorization, there is--once again--a very short timeframe to get the grant underway.

Please schedule an agenda item at the earliest possible City Council hearing for approval and signing of the Co-Sponsorship Agreement, and acceptance of the Grant Agreement. Once I receive the six originals of the Grant Offer from the FAA, I'll hand carry those to your office for signatures by Dan Wilson and Mark Achen.

Once again, your assistance and cooperation is very much appreciated!

Attachments

NOTE: Please return one of the executed Supplemental Co-Sponsorship Agreements to my office.



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at our wingtips*

WALKER FIELD Colorado Public Airport Authority

328 Walker Field Drive, Suite 211
Grand Junction, Colorado 81506
(303) 244-9100
FAX (303) 241-9103

NOV 23 1994

November 21, 1994

Alan E. Wiechman, Manager
FAA - Denver ADO
5440 Roslyn Street, Suite 300
Denver, CO 80216-6026

RE: Walker Field Airport
AIP #3-08-0027-15

Dear Mr. Wiechman:

Walker Field Airport Authority, as sponsor, is herewith submitting an application for Federal assistance under the Airport Improvement Program. This request for financial assistance seeks Federal Aid in the cost of the following items for the development of Walker Field Airport:

1. Rehabilitate Runway 11/29 Pavement.
2. Grade Runway 11 Safety Area and Relocate MALSR.

We anticipate that sufficient information has been presented to meet your requirements and to insure your approval for the project. Should you need any additional material or clarification, please call.

Best regards,

WALKER FIELD AIRPORT AUTHORITY

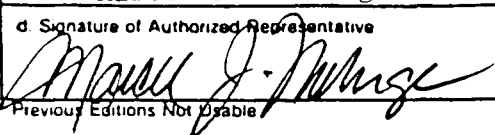
Marcel J. Theberge, A.A.E.
Airport Director

Enc.

BOARD OF COMMISSIONERS
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Lawrence J. Jokerst
Mariann Novack

AIRPORT MANAGER
Marcel J. Theberge, A. A. E.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED November 21, 1994	Applicant Identifier																												
		3. DATE RECEIVED BY STATE	State Application Identifier																												
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier																												
5. APPLICANT INFORMATION																															
Legal Name: Walker Field Airport		Organizational Unit: Airport Authority																													
Address (give city, county, state, and zip code): 2828 Walker Field Drive, Suite 211 Grand Junction, CO 81506		Name and telephone number of the person to be contacted on matters involving this application (give area code) Marcel J. Theberge, Director (303) 244-9100																													
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 4 - 6 1 1 1 1 1 4		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> N A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): <u>Airport Authority</u>																													
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify):		8. NAME OF FEDERAL AGENCY: Federal Aviation Administration																													
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 1 0 6 TITLE: Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 1. Rehabilitate Runway 11/29 Pavement. 2. Grade Runway 11 Safety Area and Relocate MALSR																													
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Western Colorado																															
13. PROPOSED PROJECT: Start Date: 10/1/94 Ending Date: 9/30/95		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 3rd b. Project: 3rd																													
15. ESTIMATED FUNDING: <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Federal</td><td>\$</td><td>2,776,077</td><td>.00</td></tr> <tr><td>b. Applicant</td><td>\$</td><td>308,453</td><td>.00</td></tr> <tr><td>c. State</td><td>\$</td><td></td><td>.00</td></tr> <tr><td>d. Local</td><td>\$</td><td></td><td>.00</td></tr> <tr><td>e. Other</td><td>\$</td><td></td><td>.00</td></tr> <tr><td>f. Program Income</td><td>\$</td><td></td><td>.00</td></tr> <tr><td>g. TOTAL</td><td>\$</td><td>3,084,530</td><td>.00</td></tr> </table>		a. Federal	\$	2,776,077	.00	b. Applicant	\$	308,453	.00	c. State	\$.00	d. Local	\$.00	e. Other	\$.00	f. Program Income	\$.00	g. TOTAL	\$	3,084,530	.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____ b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. Federal	\$	2,776,077	.00																												
b. Applicant	\$	308,453	.00																												
c. State	\$.00																												
d. Local	\$.00																												
e. Other	\$.00																												
f. Program Income	\$.00																												
g. TOTAL	\$	3,084,530	.00																												
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No * If "Yes," attach an explanation.																													
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED																															
a. Typed Name of Authorized Representative Marcel J. Theberge		b. Title Director	c. Telephone number (303) 244-9100																												
d. Signature of Authorized Representative 		e. Date Signed 11/21/94																													

Previous Editions Not Available

Standard Form 424 (REV 4-88) Prescribed by OMB Circular A-102

Authorized for Local Reproduction

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating? Yes No

Name of Governing Body _____ Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? Yes No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? Yes No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval? Yes No

Name of Approving Agency _____ Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan? Yes No

Check one: State Local Regional Location of plan State System Airport Plan Airport Master Plan

Item 6.

Will the assistance requested serve a Federal installation? Yes No

Name of Federal Installation _____ Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation? Yes No

Name of Federal Installation _____ Location of Federal Land _____ Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment? Yes No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes No

Number of: Individuals _____ Families _____ Businesses _____ Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated? Yes No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Zoning and land acquisition necessary to protect the airport continue.

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not Applicable.

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interest of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART 'II - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout N/A

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,357.64
2. Preliminary expense			-0-
3. Land, structures, right-of-way			-0-
4. Architectural engineering basic fees			-0-
5. Other architectural engineering fees (FAA for MALSRS)			18,692.00
6. Project inspection fees			126,967.36
7. Land development			-0-
8. Relocation Expenses			-0-
9. Relocation payments to Individuals and Businesses			-0-
10. Demolition and removal			-0-
11. Construction and project improvement			2,933,513.00
12. Equipment			-0-
13. Miscellaneous			-0-
14. Total (Lines 1 through 13)			3,084,530.00
15. Estimated Income (if applicable)			-0-
16. Net Project Amount (Line 14 minus 15)			3,084,530.00
17. Less: Ineligible Exclusions			-0-
18. Add: Contingencies			-0-
19. Total Project Amt. (Excluding Rehabilitation Grants)			3,084,530.00
20. Federal Share requested of Line 19			2,776,077.00
21. Add Rehabilitation Grants Requested (100 Percent)			-0-
22. Total Federal grant requested (Lines 20 & 21)			2,776,077.00
23. Grantee share			308,453.00
24. Other shares			-0-
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 3,084,530.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ -0-	\$ -0-

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) (Passenger Facilities Charges Funds)	308,453.00
h. TOTAL - Grantee share (Passenger Facilities Charges Funds)	308,453.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 308,453.00

SECTION E - REMARKS

- The following items are hereby incorporated by reference.
1. Exhibit "A" Property Map (attached)
 2. Title VI Assurances (attached)
 3. Plans and Specifications for AIP Project No. 3-08-0027-15

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

RECEIVED

AUG 9 1999

Ms. Stephanie Nye
August 4, 1999

City of Grand Junction
250 North Fifth Street
Grand Junction, CO. 81501

RE: Walker Field Airport Authority Grant Agreement AIP Project
No. 3-08-0027-18

2828 Walker Field Drive, Suite 211
Grand Junction, Colorado 81506
(970) 244-9100
FAX (970) 241-9103

Dear Ms. Nye,

Attached please find a letter addressed to Mayor Gene Kinsey regarding a Federal Aviation Administration grant for projects at Walker Field Airport. This letter states that the AIP Grant 3-08-0027-18 will be increased to cover eligible Federal share of costs for these projects. The cost to Walker Field Airport Authority will not increase as a result and there is no cost to the City.

This letter is for the City's records and no action by the City is required.

Note: This AIP project is No. 18. It is not related either in scope or form to AIP-19, which was recently approved by the City Council. If you have any questions or concerns, please contact me at 244- 9100. Thank you.

Sincerely,



Daniel Reynolds
Project and Development Manager



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

FEDERAL AVIATION
ADMINISTRATION

July 28, 1999

AUG - 2 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:

Walker Field, Grand Junction, Colorado
AIP Project No. 3-08-0027-18
Contract No. DOT-FA99-1005
Amendment Number One (letter)

This is in response to your project application dated November 12, 1998, requesting federal funding to the Grant Agreement for AIP Project No. 3-08-0027-18 to rehabilitate a portion of parallel Taxiway "A" (Schedule I) and reconstruct Blue Angel Lane (Schedule III).

In accordance with Special Condition No. 11 of the subject grant, the maximum obligation of the United States as shown in Condition No. 1, on Page 2 of Part I – Offer, is increased from \$832,560 to \$942,232, an increase of \$109,672. The purpose of this amendment is to cover the Federal share of total costs determined to be eligible and allowable project costs.

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

Under the terms of the Grant Agreement, this document is incorporated into, and constitutes Amendment No. One (letter) to the above referenced Grant Agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan E. Wiechmann".

Alan E. Wiechmann, Manager
Denver Airports District Office