

# BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY



February 16, 2021

**Grand Junction Regional Airport Authority**



**Date:** February 16, 2021

**Location:**  
Electronic Meeting

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

**Time:** 5:15 PM

---

**REGULAR MEETING AGENDA**

---

- I. Call to Order**
- II. National Anthem**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

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

- VI. Consent Agenda**
  - A. January 19, 2021 Meeting Minutes \_\_\_\_\_ 1
    - Approval of January 19, 2021 Board Meeting Minutes.
  - B. Airline Operating License Agreement \_\_\_\_\_ 2
    - Approve the standard form Airline Operating License Agreement to be used for any new entrant until a revised use and lease agreement is negotiated with all airline partners.

## **VII. Action Items**

- A. Grant Application – Airport Development Plan \_\_\_\_\_ 3
- Approve the Airport Improvement Program grant application for \$1,000,000 for airport planning and authorize the Executive Director to sign and submit the application to the FAA.
- B. Resolution 2021-002 A Resolution Concerning Execution of Documents Pertaining to Bank Accounts \_\_\_\_\_ 4
- Adopt resolution 2021-002 to modify the authorized signers on the Authority’s bank accounts based on current officer appointments.
- C. Allegiant Airline Marketing Incentive Agreement \_\_\_\_\_ 5
- Approve the Marketing Incentive Agreement with Allegiant Airlines for GJRAA to provide \$25,000 in marketing support for year-round service to John Wayne Airport, Orange County; a targeted, un-served destination in accordance with the approved Air Service Incentive Program.
- D. Allegiant Airline Operational Incentive Agreement \_\_\_\_\_ 6
- Approve the Operational Incentive Agreement with Allegiant Airlines for GJRAA to waive 100% of landing fees for 24-months, waive 100% of joint-use space rent for the first 12-months of the incentive period, and waive 50% of joint-use space rent for the second 12 months of the incentive period for year-round service to John Wayne Airport, Orange County; a targeted, un-served destination in accordance with the approved Air Service Incentive Program.
- E. Adoption of 2021 Airport Goals \_\_\_\_\_ 7
- Adopt the 2021 Goals for the Grand Junction Regional Airport.

## **VIII. Discussion**

- A. Governance Modernization Overview
- B. At-Large Commissioner Applicant Review

## **IX. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge) \_\_\_\_\_ 8
- C. External Affairs Report (Joe Burtard)
- D. Operations Director Report (Dylan Heberlein)
- E. Facilities Report (Ben Peck)
- F. CIP Update (Colin Bible)

## **X. Any other business which may come before the Board**

**XI. Executive Session**

Executive session pursuant to CRS Section 24-6-402(4)(f) (I) to discuss personnel matters not involving any specific personnel that have requested the matter be discussed in an open meeting more specifically to discuss the Airport Director's annual review.

**XII. Adjournment**




---

**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
 Meeting Minutes  
 January 19, 2021

---

**REGULAR BOARD MEETING**

---

**I. Call to Order**

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on January 19, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

<p><b><u>Commissioners Present:</u></b>          Tom Benton (Chairman)          Erling Brabaek          Linde Marshall          Chuck McDaniel          Thaddeus Shrader          Clay Tufly          Ron Velarde</p> <p><b><u>Airport Staff:</u></b>          Angela Padalecki (Executive Director)          Dan Reimer (Counsel)          Joseph Burtard (Clerk)          Sarah Menge          Cameron Reece          Shelagh Flesch          Ben Peck          Dylan Heberlein          Chance Ballegeer</p>	<p><b><u>Guests:</u></b>          Brad Rolf, Mead and Hunt          Jeremy Lee, Mead &amp; Hunt          Colin Bible, Garver          Austin Rankin, Mead and Hunt          Jake Hoban, Garver          Julie Thiessen, Armstrong          Brian Mohr, InterVISTAS          Nathan Staton, Wrench Worx          Robin Staton, Wrench Worx          Josh Cohn, InterVISTAS          Jon Labrum, Wild Blue Hanger, LLC.          Shannon Kinslow, Twin Otter          Kyle Williams, AECOM          Lisa Rorden, Daniel S Reimer, LLC.</p>
---	--

**II. National Anthem**

**III. Approval of Agenda**

*Commissioner Velarde made a motion to move the Sublease and Commercial Operator Permit for Crestone Aviation from the Consent Agenda to an action item for further discussion and approve the January 19, 2021 Board Agenda. Commissioner Shrader second the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.*

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

*No commissioner comments were made.*

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

*No citizen comments were made.*

#### **VII. Consent Agenda**

##### **December 15, 2020 Meeting Minutes**

Approval of December 15, 2020 Board Meeting Minutes.

*Commissioner Shrader made a motion to approve the Consent Agenda. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

#### **VIII. Action Items**

##### **Wrench Worx Sublease and Commercial Operator Permit**

*Commissioner Brabaek made a motion to consent to the sublease and approval of commercial operator permit for Wrench Worx under the Wild Blue Hangar, LLC leasehold. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

##### **Crestone Aviation LLC Sublease and Commercial Operator Permit**

*Commissioner Brabaek made a motion to consent to the sublease and approval of commercial operator permit for Crestone Aviation, LLC under the Wild Blue Hangar, LLC leasehold. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

##### **Resolution 2021-001 Proposed 2021 Posting of Notice of Meetings**

*Commissioner Tufly made a motion to adopt Resolution 2021-001 Posting of notice of meetings, as mandated by Colorado Revised Statute Section 24-6-402(2)(C) and Section 41-3-105(5)(a) with the addition of the physical address 544 Rood Ave, Grand Junction, CO 81501. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

##### **2021 Officer and Committee Appointments:**

*Commissioner Velarde nominated Commissioner Benton as Chairman. Commissioner Marshall seconded the nomination. Commissioner McDaniel made a motion for the chairman nominations to cease. Commissioner Velarde seconded the motion. Commissioner McDaniel made a motion to elect Commissioner Benton as Chairmen. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

*Commissioner Marshall nominated Commissioner Tufly as Vice-Chairman. Commissioner Velarde seconded the nomination. Commissioner Brabaek made a self-nomination at Vice-Chairman. Commissioner Velarde seconded the nomination. Commissioner McDaniel made a motion for the Vice-Chairman nominations to cease. Commissioner Brabaek seconded the motion. Six Commissioners voted in favor of Commissioner Tufly as Vice-Chair. One Commissioner voted for Commissioner Brabaek. Commissioner Brabaek made a motion to elect Commissioner Tufly as Vice-Chairmen. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

*Commissioner Brabaek nominated Sarah Menge as Treasurer. Commissioner McDaniel seconded the nomination. Commissioner McDaniel made a motion to elect Sarah Menge as Treasurer by acclamation. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

*Commissioner Tufly nominated Cameron Reece as Clerk. Commissioner Velarde seconded the nomination. Commissioner Tufly made a motion to elect Cameron Reece as Clerk by acclamation. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

*Commissioner Shrader nominated Victoria Hightower as Deputy Clerk. Commissioner Velarde seconded the nomination. Commissioner Marshall made a motion to elect Victoria Hightower as Deputy Clerk by acclamation. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

**2021 Officers:**

Chairman – Tom Benton  
Vice Chairman – Clay Tufly  
Treasurer – Sarah Menge  
Clerk – Cameron Reece  
Deputy Clerk – Victoria Hightower

**2021 Committees:**

Finance and Audit Committee – Clay Tufly (Chair), Ron Velarde, Drew Armstrong, and Steve Hovland.

Compliance Committee – Chuck McDaniel (Chair), Erling Brabaek, and Sarah Menge  
Compliance Officer.

*Commissioner Tufly made motion to approve the entire slate of 2021 committee appointments. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

**IX. Discussion**

**Commercial Airline Operating Permit**

Commissioners discuss draft commercial airline operating permit which will be used for airlines who may operate at the Airport but do not have a lease agreement.

**X. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Operations Report (Dylan Herberlein)
- C. Finance and Activity Report (Sarah Menge)
- D. External Affairs Report (Joseph Burtard)
- E. Facilities Report (Ben Peck)
- F. CIP Update (Colin Bible)

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

No additional business was discussed.

**XII. Executive Session**

*Commissioner McDaniel made a motion to move into executive session pursuant to CRS Section 24-6-402(4)(f) (I) to discuss personnel matters not involving any specific personnel that have requested the matter be discussed in an open meeting more specifically to discuss the Airport Director's annual review. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

**XIII. Adjournment**

The meeting adjourned at approximately 8:45pm.

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

---

Tom Benton, Board Chairman

**ATTEST:**

---

Joseph Burtard, Clerk to the Board



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

---

TOPIC:	Airline Operating License Agreement
--------	-------------------------------------

---

PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
----------	--------------------------------------	-----------------------------------	--

---

RECOMMENDATION:	Approve the standard form Airline Operating License Agreement to be used for any new entrant until a revised use and lease agreement is negotiated with all airline partners.
-----------------	---

---

SUMMARY:	<p>The existing Air Carrier Use and Lease Agreements have been in holdover since 2009 and the airlines currently serving the Airport do not anticipate finalizing a new, standard form lease agreement until 2022. Until a new lease agreement can be finalized, the airlines currently providing service at the Airport are still subject to the terms and conditions of the 2009 lease in holdover.</p> <p>The proposed Airline Operating License Agreement would serve as a short-term agreement to define the rights and responsibilities for a new entrant airline wishing to provide service at the Airport and would govern the airline’s activities at the Airport until such time as a new Air Carrier Use and Lease Agreement is established.</p> <p>The term of the standard form agreement will expire upon the earlier of (i) twelve months after the effective date, or (ii) execution by the airline of an Air Carrier Use and Lease Agreement on the same terms and conditions as similarly-situated air carriers operating at the Airport.</p> <p>Rates and fees in the Airline Operating License Agreement are based on the rates and charges prescribed by Authority Resolution, which are consistent with the rates and fees charged to airlines currently operating at the Airport.</p> <p>Remaining terms of the Airline Operating License Agreement are consistent with the terms for similarly-situated airlines currently providing service at the Airport.</p>
----------	--

---

REVIEWED BY:	Executive Director and Legal Counsel
--------------	--------------------------------------

---

FISCAL IMPACT:	N/A - No direct fiscal impact
----------------	-------------------------------

---

ATTACHMENTS:	Airline Operating License Agreement
--------------	-------------------------------------

---

STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gairport.com">apadalecki@gairport.com</a> Office: 970-248-8588
----------------	--

---

**GRAND JUNCTION REGIONAL AIRPORT  
AIRLINE OPERATING LICENSE AGREEMENT**

By execution of this Airline Operating License Agreement (“License”), the Grand Junction Regional Airport Authority (“Authority”) hereby grants to \_\_\_\_\_ (“Airline”) the right to use and occupy designated areas of the Grand Junction Regional Airport (“Airport”) for the purpose of conducting scheduled passenger service operations in accordance with the terms and conditions set forth herein. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in Exhibit A, Definitions.

**1. Premises.** The Authority hereby authorizes Airline the right to use and occupy the [Preferential/Shared/Joint Use Space] (the “Premises”) depicted in Exhibit B “as is” and in its present condition.

**2. Use of the Airport.** Subject to Applicable Laws (as defined in Paragraph 10 herein), the Airport’s Minimum Standards, Rules and Regulations, and other limitations expressed in this License, the Authority grants to Airline the right to conduct commercial air transportation at the Airport, which includes the right to use, in common with others, the Airport Operations Area for the landing, taking off, flying over, taxiing, towing and conditioning of Airline’s aircraft and, in areas designated by Authority, the extended parking, servicing, loading or unloading, storage or maintenance of Airline’s aircraft and support equipment. The Authority may prohibit the use of the Airport by any aircraft operated or controlled by Airline that exceeds the design strength or capability of the airfield.

**3. Use of the Airport and Premises as Signatory Airline.** In exchange for Airline’s commitment to conduct scheduled passenger service operations during the term hereof and to negotiate with the Authority on an Air Carrier Use and Lease Agreement to replace this License, the Authority grants Airline the right to use and occupy the Airport and Premises in like manner to other signatory airlines operating at the Airport pursuant to an airline operating agreement.

**4. Security and Safety.** Airline shall comply with all applicable provisions of the Authority’s approved security program, including but not limited to badging requirements. Airline must comply strictly and faithfully with any and all rules, regulations and directives which the Authority, the Federal Aviation Administration (“FAA”) or the Transportation Security

Administration (“TSA”) may issue from time to time with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

**5. Term.** The term of this License shall begin on \_\_\_\_\_, 2021, and expire upon the earlier of (i) \_\_\_\_\_, ~~2023~~ twelve (12) months from the commencement date, or (ii) execution of an Air Carrier Use and Lease Agreement on the same terms and conditions as similarly-situated air carriers operating at the Airport (“Term”).

**6. Rents and Fees Payable.**

A. For the use and occupancy of the Premises, and the rights and privileges granted herein, Airline agrees to pay to the Authority the rates and charges prescribed by Authority Resolution No. 2020-003, as the same may be amended or superseded during the Term.

B. Airline agrees that it will prepare and deliver to the Executive Director, or its designee, on or before the tenth (10<sup>th</sup>) day of each calendar month during the term of this License, a statement which shall be subscribed and certified to as correct by Airline or its authorized representatives showing:

- i. The number of landings by the Airline's passenger or cargo aircraft, by aircraft type and by category (regularly scheduled, diversion, ferry, maintenance, charter, etc.) and the aggregate Maximum Gross Landing Weight of those aircraft;
- ii. The total weight of cargo enplaned and deplaned at the Airport;
- iii. The total of all Enplaned Passengers (including non-revenue passengers) and deplaned passengers (including non-revenue passengers) of Airline and its Affiliates at the Airport by destination; and
- iv. The total number of Loading Bridge Turns.

C. Airline’s failure to pay the prescribed rates and charges or to provide the statements and reports required in connection with rates and charges shall be considered a breach of this License, subject to notice and cure, pursuant to Paragraph 8 herein. It is further agreed by the parties that a service charge in the amount of up to fifteen (15) percent per month may be added to any balance due and owing by Airline for a period of thirty (30) days or more.

D. Airline or its affiliate(s) shall collect and promptly remit to the Authority (without notice

or demand by Authority and in accordance with 14 C.F.R. Part 158) the proceeds of the Authority's Passenger Facility Charge ("PFC"), so long as the Authority has an FAA-approved PFC in effect. Both Airline and the Authority hereby covenant to fulfill their responsibilities under the terms of 14 C.F.R. Part 158. If legislation and regulations in effect on the date of this License governing PFCs, use fees, or similar charges on Airline's passengers using the Airport are amended, changed, or eliminated during the Term, the Authority reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as determined by the Authority to be necessary.

**7. Security Deposit.** Upon execution of this License, Airline shall deposit with the Authority a security deposit for the faithful performance by Airline of Airline's obligations under this License. The amount of the security deposit shall be the Authority's reasonable estimate of Airline's rates and charges for ~~four (4)~~three (3) months of commercial air transportation operations at the Airport. The security deposit may be in the form of a cash deposit or an irrevocable letter of credit. In addition to other remedies, the Authority may use the security deposit to pay and set off any amounts due and owing by Airline. The security deposit, or any unused portion thereof, shall be returned to Airline without interest upon the expiration of the Term of this License.

**8. Termination.** This License shall expire at the end of the Term in accordance with Paragraph 5 hereof, and Airline thereafter shall have no further right or interest in the Premises. The Authority shall have the right to terminate this License upon a default in the performance, or breach, of any other covenant or warranty of Airline in this License and the continuation of such default or breach for a period of thirty (30) days after there has been given a written notice by the Authority to Airline. The Authority further shall have the right to terminate this License upon License's Airline's abandonment of the Premises or any action by a third party, including the United States, that renders Airline unable to conduct commercial air transportation at the Airport.

**9. Indemnification and Insurance.**

A. The Authority shall stand indemnified by Airline as provided herein. It is expressly understood and agreed by and between the parties that Airline is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefor.

B. Airline agrees to indemnify, defend, save and hold harmless the Authority, its officers,

directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and reasonable attorney's fees, which any or all of them may hereafter incur or pay out as a result of bodily injury (including death) to any person or damage to any property or person arising out of Airline's use of the Premises or any acts or omissions of Airline or its employees, contractors, subcontractors, agents, licensees, affiliates, vendors, or invitees (excluding Airline's passengers), in connection with the Airline's use of the Premises or its operations at the Airport, except to the extent caused by the negligence or willful misconduct of the Authority, its officers, directors, agents, employees, contractors, or representatives.

C. Upon the filing with the Authority of a claim for damages arising out of incidents for which Airline herein agrees to indemnify, defend, save and hold harmless the Authority, the Authority shall notify Airline of such claim and shall tender to Airline the defense of such claim. Any final judgment rendered against the Authority for any cause for which Airline is liable hereunder shall be conclusive against the Airline as to liability and amount provided the Authority has notified Airline of such claim as provided above.

D. Airline shall, at its own cost and expense, procure and maintain in full force and effect during the term of this License, minimum levels of insurance coverage, which shall be primary with respect to Airline's obligations hereunder as to any other valid and collectable insurance, in the amounts as detailed on Exhibit C, and as further described in this Paragraph.

- i. Aviation Liability. Airline shall procure and maintain a comprehensive general liability insurance policy, which shall include the coverages specified in Exhibit C. Contractual liability coverage shall specifically insure the hold harmless provision of this License.
- ii. Property Coverage. Airline shall procure and maintain "all-risks" property coverage in limits reasonably related to the value of Airline's personal property in the Premises and in the event of damage to or destruction of the Premises, the Airline shall use the insurance proceeds for the repair or replacement of the Premises.
- iii. The Authority and its officers, directors, agents and employees shall be named as additional insureds on the Commercial General Liability insurance policy, to the extent of Airline's obligations to indemnify the Authority hereunder. The policies shall be written by reputable companies authorized to pay claims in the State of

Colorado, rated no less than A-IX by A.M. Best or its equivalent. Policies shall provide that thirty (30) days written notice be given to the Authority before a policy is canceled, materially changed or not renewed. Airline shall furnish to the Authority copies of the required Certificates of Insurance in a form satisfactory to the Authority.

E. Airline shall promptly notify the Authority of any claim or loss connected in any manner with Airline’s Air Transportation activities at the Airport under such insurance policies and certify that proper notice has been given to the appropriate insurance carrier.

F. Airline shall at all times during the course of its operations at the Airport maintain Workers Compensation Insurance in the form and amount required by applicable Colorado law.

**10. Compliance with Laws.**

A. Airline shall comply with all applicable federal, state, and local laws, regulations, ordinances, and directives governing the Airport or activities performed or engaged in at the Airport, including without limitation requirements imposed by the FAA, TSA, Department of Homeland Security (“DHS”), U.S. Environmental Protection Agency, Occupational Health and Safety Administration, State of Colorado, Mesa County and the City of Grand Junction (collectively referred to as “Applicable Laws”).

B. Airline shall comply with the Airport’s Minimum Standards and any Airport Rules and Regulations, as the same may be adopted and amended from time to time.

C. Airline shall acquire and keep current all licenses and permits that are required to conduct commercial air transportation at the Airport issued by any federal, state or local government entity.

**11. Notices.** Notices to the parties shall be deemed sufficient if sent in writing by certified or registered mail, postage prepaid, addressed to:

The Authority:	Grand Junction Regional Airport Authority
	ATTN: Executive Director
	Grand Junction Regional Airport
	2828 Walker Field Drive, Suite 301
	Grand Junction, CO 81506

The Airline:	[INSERT AIRLINE CONTACT]
--------------	--------------------------

or to such other respective addresses as may be designated in writing by the parties from time to time.

**12. Miscellaneous.**

- A. Airline shall comply with federally-required non-discrimination provisions, attached hereto as Exhibit D.
- B. Airline agrees that it will not sell, convey, transfer, mortgage or assign this License or any part thereof, or any rights created thereby.
- C. Nothing contained in this License shall be deemed to grant to Airline any exclusive right or privilege within the meaning of 49 U.S.C. Section 40103(e) with respect to aeronautical activity at the Airport.
- D. This License shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the FAA or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the parties shall engage in good faith negotiations and seek to amend this License by mutual consent. In the event the parties are unable to agree to an amendment after good faith negotiations, the Authority shall have the right to amend this License unilaterally to the limited extent necessary to cure the violation of an agreement with the United States. If such unilateral amendment substantially restricts Airline's ability to conduct commercial air transportation at the Airport for any period of time, Airline shall have the right to terminate this License upon thirty (30) days prior written notice to the Authority.
- E. This License shall be performable and enforceable in Mesa County, Colorado, and shall be construed in accordance with the laws of the State of Colorado. Airline and Authority waive the right to a jury on all claims or demands that arise from the terms and conditions of this License, or the performance of this License.
- F. This License, inclusive of exhibits, constitutes the entire agreement of the parties hereto and supersedes any prior agreement or understanding, written or verbal, on the subject of this License.

The parties have executed this License on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

By: \_\_\_\_\_

*Chairperson*

*By Title:* \_\_\_\_\_

*Secretary*

**[INSERT AIRLINE NAME]**

By: \_\_\_\_\_

*Its Title:* \_\_\_\_\_



## **EXHIBIT A DEFINITIONS**

1. AFFILIATE or AFFILIATED AIRLINE: Shall mean any airline that a Signatory Airline designates to Authority in writing as an Affiliate or Affiliated Airline and that (1) is a parent or wholly owned subsidiary of a Signatory Airline or is under the same ownership and control as a Signatory Airline, (2) operates under essentially the same trade name as a Signatory Airline at the Airport using aircraft with or without the same livery as a Signatory Airline, (3) operates using the same trade name of a parent or subsidiary as a Signatory Airline at the Airport using aircraft with or without the same livery as a Signatory Airline, or (4) shares an International Air Transport Association (IATA) flight designator code with a Signatory Airline and essentially the same livery (Code-Sharing Partner).
2. AIR TRANSPORTATION: Shall mean the conduct of the business of commercial air transportation of persons, property, cargo and mail.
3. AIRPORT OPERATIONS AREA: Shall mean the restricted areas of the Airport, inclusive of taxiways, runways, and aircraft parking areas contained within the Airport's security fencing.
4. ENPLANED PASSENGER: Shall mean any revenue passenger embarking at the Terminal, including any such passenger that shall previously have disembarked from another aircraft of the same or a different Airline.
5. JOINT USE SPACE: Shall mean the premises leased by the Authority to Lessee and one or more other Airlines, consisting of one or more of the following areas of the Terminal: the ticket queuing space, security, passenger boarding areas, loading bridges and gates, and baggage claim.
6. LOADING BRIDGE TURN: Shall mean each time an aircraft is "connected" to the loading bridge. If an aircraft enplanes and deplanes passengers without disconnecting, this will count as one "turn".
7. MAXIMUM GROSS LANDING WEIGHT: Shall mean the maximum certificated weight, in thousand (1,000) pound units, that each aircraft operated by an Airline is authorized by the FAA to land at the Airport, as specified in the Airline's flight manual governing that aircraft.

8. PREFERENTIAL USE SPACE: Shall mean space used by Lessee on a priority basis over other Airlines, consisting of one or more of the following areas of the Terminal: airline ticket counters, office space, and garage/baggage space in the airline ticket office (ATO).
9. SHARED USE SPACE: Shall mean space leased by Lessee on a preferential basis along with one or more other Signatory Airlines within the following areas of the Terminal: airline ticket counters, office space, and garage/baggage space in the ATO.

**EXHIBIT B  
PREMISES**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**EXHIBIT D**  
**NON-DISCRIMINATION REQUIREMENTS**

As used herein, the term “Agreement” applies to and means this License.

1. Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This provision obligates Airline for the period during which the property is used or possessed by Airline and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, Airline for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

- expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. Airline, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Airline will use the premises in

compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 18.2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Article 18.

4. During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest, agrees as follows:

A. Nondiscrimination: Airline, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Airline of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

C. Information and Reports: Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of

another who fails or refuses to furnish the information, Airline will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of Airline's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 18.2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Article 18.
  - E. Incorporation of Provisions: Airline will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Airline will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Airline may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.
  - F. The obligations of this subsection 4 shall, to the extent permitted by law, apply only to solicitations for subcontracts issued after the effective date of this Agreement and to subcontracts executed after the effective date of this Agreement.
5. In accordance with 49 U.S.C. Section 41705, Airline agrees that, in conducting Air Transportation at the Airport, it will not discriminate against an otherwise qualified individual on the following grounds: (a) the individual has a physical or mental impairment that substantially limits one or more major life activities; (b) the individual



has a record of such an impairment; and (c) the individual is regarded as having such an impairment.

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

---

TOPIC:	AIP Grant Application – Airport Development Plan		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to sign the AIP grant application for \$1,000,000 for submittal to the FAA for an Airport Development Plan.		
SUMMARY:	<p>The Airport Improvement Program (AIP) grant application encompasses projects listed on the Airport’s 2021 Capital Improvement Plan (CIP).</p> <p>The projects to be accomplished for this year and every year going forward as per the CIP are an important part of providing a safe and efficient airfield/overall airport operation. The 2021 Airport Improvement Program (AIP) project included in this grant application is for an Airport Development Plan (ADP). The ADP will include several of the components of a Master Plan, but with less focus and effort on airfield planning, given the work that has been done recently to plan the runway replacement program.</p> <p>The objective of the project is to help reassess, refine, and prioritize GJRAA future plans in light of the pandemic, industry changes, and local circumstances. The planning work will include workshops with staff and external stakeholders and will help provide a foundation for decision-making to accommodate future demand in a fiscally responsible manner. The project will also include an ALP update to reflect any future plans identified within the ADP.</p> <p>Based on discussions with the FAA, they support the completion of an Airport Development Plan. The project will be scoped to maximize AIP eligibility in accordance with FAA Order 5100.38D, <i>Airport Improvement Program Handbook</i>), but will not be scoped to conform in all respects to FAA Advisory Circular 150/5070-6B, <i>Airport Master Plans</i>.</p>		
REVIEWED BY:	Executive Director, Program Manager (Colin Bible), and Legal Counsel (Dan Reimer)		
FISCAL IMPACT:	<b><u>Funding Sources</u></b> <b>Federal</b> - \$1,000,000 <b>State</b> - \$0 <b>GJRA</b> - \$111,111 <b>Total</b> - \$1,111,111		
ATTACHMENTS:	FAA Grant Application		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588		

---

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6111114"/>	* c. Organizational DUNS: <input type="text" value="1561353940000"/>
--	---

**d. Address:**

* Street1:	<input type="text" value="2828 Walker Field Dr. Ste 301"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Grand Junction"/>
County/Parish:	<input type="text" value="Mesa"/>
* State:	<input type="text" value="CO: Colorado"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="81506-8667"/>

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="Angela"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Padalecki"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Executive Director"/>	

Organizational Affiliation:

* Telephone Number: <input type="text" value="(970) 248-8588"/>	Fax Number: <input type="text"/>
---	----------------------------------

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Airport Development Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text" value="111,111.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,111,111.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

## **FAA Form 5100-101, Application for Federal Assistance (Planning Projects)**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

### **Part II – Project Approval Information**

#### **Section A. Statutory Requirements**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within [www.SAM.gov](http://www.SAM.gov)) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the project covered by this request is also covered by another Federal assistance program .If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 5** – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

*Limitations of use:* Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

### **Section B. Certification Regarding Lobbying**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## **Part III – Budget Information**

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

### **Section A. Budget Summary**

**Lines 1-2, Columns (a) and (b)** – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

**Lines 1-2, Columns (c) through (e)** – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

**Line 3** – Show the totals for all columns used.

### **Section B. Budget Categories**

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the "amount" and "adjusted amount". The sub-column for "adjusted amount" need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

**Lines 4 a-d** – Show the estimated amount for each cost budget (object class) category for each column with program heading.

**Line 4e** – Enter the subtotal of lines 4a through 4d.

**Line 4f** – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

**Line 4g** – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

### **Section C. Source of Non-Federal Resources**

**Line 5-6** – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant.

**Column (c)** - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and inn-kind contributions to be made from all other sources.

**Column (e)** - Enter the totals of Columns (b), (c), and (d).

**Line 7** – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

### **Section D. Forecasted Cash Needs**

**Line 8** –

- a. **Column “Total for Project”** - Enter the amount of cash needed from the grantor agency for the project.
- b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”  
**Lines 814** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 9** –

- a. **Column “Total for Project”** - Enter the amount of cash needed from non-Federal sources for the project.
- b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

**Line 10** – Enter the amount of cash from all other sources needed by fiscal year.

### **Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

#### **Section E. Other Budget Information**

**Line 11** – Provide any other explanations required herein or any other comments deemed necessary.

### **Part IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

#### **1. Objectives and Need for This Assistance**

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

#### **2. Results or Benefits Expected**

Identify anticipated results and benefits to be derived from this planning project.

#### **3. Approach**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Identify any factors that might accelerate or impede progress of the planning effort.
- c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.



- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

#### **4. Geographic Location**

Identify the location of the project and surrounding area to be served by the proposed project.

#### **5. If Applicable, Provide the Following Information:**

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.

## Application for Federal Assistance (Planning Projects)

### Part II – Project Approval Information

#### Section A – Statutory Requirements

The term “Sponsor” refers to the applicant name as provided in box 8 of the associated SF-424 form.

<b>Item 1</b>	Yes	No	
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?			
<b>Item 2</b>	Yes	No	N/A
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?			
<b>Item 3</b>	Yes	No	N/A
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.			
<b>Item 4</b>	Yes	No	N/A
Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.  CFDA: _____			
<b>Item 5</b>	Yes	No	N/A
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?			
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:			
De Minimis rate of 10% as permitted by 2 CFR § 200.414			
Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)			
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

## Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Part III – Budget Information

### Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$	\$	\$
2.				
<b>3. TOTALS</b>		\$	\$	\$

### Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$	\$	\$	\$	\$
b. Airport Planning					
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal					
f. Program Income					
<b>g. TOTALS</b> (line e minus line f)	\$	\$	\$	\$	\$

### Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$	\$	\$	\$
6.				
<b>7. TOTALS</b>	\$	\$	\$	\$

### Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
8. Federal	\$	\$	\$	\$	\$
9. Non-Federal					
<b>10. TOTAL</b>	\$	\$	\$	\$	\$

### Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)
---

**Part IV - Program Narrative**

(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> <i>(See approved Scope of Work in Final Application)</i>
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> <i>(include address &amp; telephone number)</i>

## STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**Grand Junction Regional Airport Authority**  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**

## **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title \_\_\_\_\_  
Executive Director



**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Grand Junction Regional Airport

**AIP #:** \_\_\_\_\_

**Project Description(s):** Airport Development Plan

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**



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

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A



b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes      No      N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes      No      N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project;
- b. The lessor is a public agency; and
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes      No      N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

Yes      No      N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes      No      N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes      No      N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes      No      N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes      No      N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes      No      N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes      No      N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes      No      N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes      No      N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes      No      N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes      No      N/A



13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes      No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this         day of                     ,         .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



# Grand Junction Regional Airport Authority

## Agenda Item Summary

---

TOPIC:	Resolution No. 2021-002 Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt resolution No. 2021-002: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts to update the list of authorized signers to correspond to the recent officer appointments.
SUMMARY:	The only proposed change from the previously adopted resolution is to replace the previous Vice Chairman – Chuck McDaniel with the newly appointed Vice Chairman – Clay Tufly as an authorized signer.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	None
ATTACHMENTS:	Resolution No. 2021-002: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts
STAFF CONTACT:	Sarah Menge, Finance Director Email: <a href="mailto:smenge@gairport.com">smenge@gairport.com</a> Office: 970-248-8581

---

**Resolution No. 2021-002**

**Of the  
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
A Resolution Concerning  
Execution of Documents Pertaining to Bank Accounts**

WHEREAS, the Board of Grand Junction Regional Airport Authority (“the Board”) desires to authorize the deposit of Authority funds, and funds due to the Authority, into Authority accounts in eligible financial institutions in Mesa County which have been designated by the Board as meeting the requirements for deposit of Authority monies under appropriate federal and Colorado laws; and

WHEREAS, the Board desires to authorize the Board Chairman, Vice Chairman, Executive Director, Director of Facilities, or Director of Finance to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

WHEREAS, the Board desires to authorize the Chairman, Vice Chairman, Executive Director or Director of Facilities as designated below, to **execute with only one (1) signature any and all (A) bank documents, checks and other instruments of withdrawal up to \$30,000, and (B) any payroll and payroll related expenditures, including but is not limited to, payments for tax withholding, payments for retirement and 401(k) contributions and garnishments and sales tax:**

<u>Tom Benton</u>	Chairman
<u>Clay Tuflly</u>	Vice Chairman
<u>Angela Padalecki</u>	Executive Director
<u>Ben Peck</u>	Director of Facilities

WHEREAS, the Board desires to authorize the Chairman as designated below to **execute with only one (1) signature any and all automated clearing house (ACH) payments:**

<u>Tom Benton</u>	Chairman
-------------------	----------

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, garnishments and sales tax, and ACH payments**) in an amount greater than **\$30,000 shall have two (2) such signatories, as follows:**

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director OR
- Director of Facilities

AND,

WHEREAS, the Board desires to require three (3) signatories, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND
- Executive Director; AND
- One (1) additional Board Commissioner

NOW THEREFORE, IT IS RESOLVED that the Board authorizes the deposit of Authority funds, and funds due to the Authority, into an Authority account in an eligible financial institution in Mesa County which has been designated by the Board as meeting the requirements for deposit of public monies under appropriate federal and Colorado laws; and

IT IS FURTHER RESOLVED that the Board authorizes the Board Chairman, Vice Chairman, Executive Director, Director of Facilities, or Director of Finance to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

IT IS FURTHER RESOLVED that the Board authorizes the Chairman, Vice Chairman, Executive Director or Director of Facilities to execute with one (1) signature **any and all (A) bank documents, checks and other instruments of withdrawal up to \$30,000, and (B) all payroll and payroll related expenditures, including but not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, and garnishments and sales tax:**

<u>Tom Benton</u>	Chairman
<u>Clay Tufly</u>	Vice Chairman
<u>Angela Padalecki</u>	Executive Director
<u>Ben Peck</u>	Director of Facilities

IT IS FURTHER RESOLVED, that the Board authorizes the Chairman as designated below to execute with only one (1) signature any and all ACH Payments:

<u>Tom Benton</u>	Chairman
-------------------	----------

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures, including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, garnishments and sales tax, and ACH payments**) in an amount greater than \$30,000 shall require two (2) such signatures as follows:

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director; OR
- Director of Facilities

AND,

IT IS FURTHER RESOLVED that the Board requires three (3) signatures, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND
- Executive Director; AND
- One (1) additional Board Commissioner



PASSED AND ADOPTED this 16th day of February, 2021.

Board Members Voting Aye:

Those Voting Nay:

Board Members Voting Aye:	Those Voting Nay:

GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

# Grand Junction Regional Airport Authority

## Agenda Item Summary

---

TOPIC:	Allegiant Airline Marketing Incentive Agreement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Marketing Incentive Agreement with Allegiant Airlines for GJRAA to provide \$25,000 in marketing support for year-round service to John Wayne Airport, Orange County; a targeted, un-served destination in accordance with the approved Air Service Incentive Program.
SUMMARY:	<p>The Marketing Incentive Agreement (the “Agreement”) defines the terms between GJRAA and Allegiant in accordance with the Air Service Incentive Program for the marketing incentives to be provided by GJRAA to Allegiant for non-stop service between John Wayne Airport (SNA) and GJT.</p> <p>In accordance with the Agreement, GJRAA will reimburse Allegiant up to \$25,000 for approved marketing of the GJT/SNA service. Allegiant will provide GJRAA staff with a Marketing Strategy for the GJT/SNA service that outlines the type of marketing efforts to be used.</p> <p>The term of the Agreement is twenty-four months from the commencement of the service which is scheduled for February 12, 2021. Should Allegiant discontinue serving the route within the first twelve months, all amounts paid by GJRAA to Allegiant shall be refunded.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	\$25,000 of direct operating expense
ATTACHMENTS:	Marketing Incentive Agreement – Allegiant SNA
STAFF CONTACT:	Sarah Menge, Finance Director Email: <a href="mailto:smenge@gjairport.com">smenge@gjairport.com</a> Office: 970-248-8581

---

## **AGREEMENT FOR MARKETING INCENTIVES**

**THIS AGREEMENT** is made and entered as of the date indicated on the signature page below, by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and ALLEGIANT AIR LLC, a corporation organized and existing under and by virtue of the laws of the State of Nevada and authorized to do business in the State of Colorado (the “Airline”) (collectively referred to herein as the “Parties”).

### **WITNESSETH**

**WHEREAS**, the Authority owns and operates Grand Junction Regional Airport (“GJT”); and

**WHEREAS**, the Airline will commence regular, non-stop passenger service between John Wayne Airport (“SNA”) and GJT (the “Service”), on or about February 12, 2021; and

**WHEREAS**, the Authority’s Air Service Incentive Program is intended to support new air service to GJT, in part through marketing new passenger service; and

**WHEREAS**, the Authority wishes to obtain professional services to specifically promote public and industry awareness and use of GJT and the Airline’s new regular passenger service between SNA and GJT; and

**WHEREAS**, the Airline is ready, willing and able to provide the professional services required by the Authority, and to perform the services called for hereunder subject to the conditions hereinafter set out;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

**1. LINE OF AUTHORITY:** The Executive Director of the Airport, or their designee or successor in function, authorizes and directs all work performed under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Airline shall be processed in accordance with the Executive Director's directions.

## **2. SCOPE OF SERVICES:**

A. All work performed under this Agreement shall be done in a manner consistent with the terms, spirit, and intent of the Authority's Air Service Incentive Program, as set forth in the attached **Exhibit A**. Upon execution of this Agreement, the Airline shall promptly provide to the Authority a marketing strategy in writing (the "Marketing Strategy"), and upon approval of the Marketing Strategy by the Authority, the Airline will promptly undertake, perform and furnish the services hereinafter described in this Agreement including:

1) Initiation and implementation of promotional events, advertising campaigns, and/or marketing programs directed toward promoting public and industry awareness of the new service offered by Airline at GJT. The Airline agrees that when printed materials are used, the name "Grand Junction Regional Airport" or "GJT," and the logo when possible, shall appear prominently on the material.

B. Nothing in this Agreement shall preclude the Airline from undertaking any advertising, marketing, or promotional program that it, in its sole discretion, deems appropriate. It is agreed, however, that if the particular advertising, marketing or promotional activity is not approved by the Authority and does not meet the conditions of this Agreement, it will not be included in the Airline's invoices to the Authority.

## **3. COMPENSATION:**

A. Compensation for Services: The Authority agrees to pay to the Airline, and the Airline agrees to accept as its sole compensation for its complete costs incurred and services rendered hereunder, amounts approved pursuant to this Agreement to reimburse the Airline for certain costs incurred in undertaking the Scope of Services as set forth in Paragraph 2, above. Any other provisions of this Agreement notwithstanding, in no event shall the Authority be liable for payment under this Agreement for any total and combined amount in excess of Twenty-Five Thousand United States Dollars and No Cents (US\$25,000.00) (the "Maximum Contract Amount"). The Authority is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is

the Authority under any obligation to amend this Agreement to increase the Maximum Contract Amount.

B. Invoices: The Airline shall submit to the Authority invoices for payment, on no more frequently than a monthly basis and no less frequently than quarterly, which shall include the following items:

- 1) The nature of the services rendered to date;
- 2) Demonstration that the services have been performed and, if not, that the services will be performed according to a schedule and by a date certain;
- 3) Adequate documentation to support the invoice, including documentation of the content of any advertisements placed and published or other services provided pursuant to this Agreement, and receipts or other documentation demonstrating the amounts paid for such services; and
- 4) Upon request from the Authority, additional supporting documentation in connection with any invoice submitted by the Airline.

C. Use of Funds: All funds provided to the Airline under this Agreement must go directly toward production of materials and/or placement of marketing for the Service. Under no circumstances shall funds provided under this Agreement be used to offset any other Airline cost.

4. **TERM:** The term of this Agreement shall commence on the date set forth on the signature page, below, and shall terminate twenty-four (24) months from commencement of the Service, unless sooner terminated as provided for herein.

5. **TERMINATION; REFUND OF PAYMENTS:** Termination for Convenience: Airline may cancel and terminate this Agreement without cause by giving prior written notice to the Authority. Any such notice shall state the effective date of such cancellation and termination. The Airline shall, immediately upon sending notice of termination for convenience to the Authority, cease all further work hereunder, take all reasonable and necessary steps or procedures to curtail and hold additional cost occurrence to a minimum, submit any final invoice to the

Authority for services performed prior to the notice of termination, and otherwise commence an orderly termination of the Agreement.

1) Payment of Partial Services: If the Agreement is terminated for convenience, the Airline's total compensation shall be limited to the sum of invoices which have already been submitted and approved at the time of termination, plus the reasonable value of those costs and services which have been incurred and rendered prior to termination, but have not been approved for payment at the time of termination. The reasonable value of any such subsequent billed cost or service shall be determined in the sole discretion of the Executive Director.

2) Exception Where Agreement Terminated for Cause: Payment and refunds in the event the Authority terminates this Agreement for cause shall be governed by subsection B of this Paragraph 5.

B. Termination for Cause: The Authority may terminate this Agreement for cause, effective immediately upon notification to the Airline. Upon such notification, the Airline shall cease all further work, take all reasonable and necessary steps or procedures to curtail and hold additional cost occurrence to a minimum, and commence an orderly termination of the Agreement. Airline's decision, at any time prior to the expiration of this Agreement under Paragraph 4, to terminate or suspend non-stop service between SNA and GJT and/or Airline's failure to provide non-stop service between SNA and GJT for more than seven consecutive calendar days shall constitute an event of default and warrant termination for cause by the Authority.

1) Refund of Payments: If the Authority terminates this Agreement for cause within the first twelve (12) months of commencement of the Service, all amounts paid to the Airline by the Authority under this Agreement shall be refunded to the Authority within thirty (30) days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

**6. OWNERSHIP OF WORK PRODUCT:** Each party agrees that it has no ownership interest in and will not infringe or interfere with any trademark, servicemark, symbol, logo, trade dress or intellectual property of the other party, but may use such upon the express

written permission of the party owning the protected property. It is understood and agreed that all drawings, promotion media and other documents which are created by the Airline shall remain the property of the Airline, and the Authority may use such drawings, promotion media or other documents with the express written permission of the Airline; however, the Airline shall not be held liable for damage resulting from any use of said documents other than the original intended use.

**7. ADVERTISING AND PUBLIC DISCLOSURES:** The Airline shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Executive Director. Nothing herein, however, shall preclude the transmittal of any information to the Authority itself.

**8. STATUS OF AIRLINE:** The Airline acknowledges and agrees that the Airline or its affiliate providing the Service has executed an Airport Use and Facilities Lease Agreement or Airline Operating License Agreement (the “Existing Agreement”) prior to the commencement of the Service. This Agreement is expressly subject to all of the terms and conditions set forth in the Existing Agreement. It is further understood and agreed by and between the Parties hereto that the status of the Airline shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended nor shall it be construed that the Airline, is an employee, agent, or servant of the Authority.

**9. AIRLINE’S INSURANCE:** The Airline agrees to insure its operations in accordance with the terms of the Existing Agreement.

**10. LIMITATION OF BENEFIT:** 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 Authority and Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Authority and the Airline that subconsultants and any other person other than the Authority or the Airline receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**11. ASSIGNMENT:** The Authority is not obligated or liable under this Agreement to any party other than the Airline named herein. The Airline shall not assign any of its rights,

benefits, obligations, or duties under this Agreement except upon prior written consent and approval of the Authority. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

**12. SUBORDINATION:** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the FAA or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the parties shall engage in good faith negotiations and seek to amend this Agreement by mutual consent. In the event the parties are unable to agree to an amendment after good faith negotiations, the Authority shall have the right to amend this Agreement unilaterally to the limited extent necessary to cure the violation of an agreement with the United States.

**13. NON-DISCRIMINATION:** This Agreement is subject to the non-discrimination requirements contained in the attached **Exhibit B**, which are incorporated by reference as if fully set forth in the body of this Agreement. In the event of a conflict between the terms and conditions of Exhibit B and the body of this Agreement, the terms and condition of Exhibit B shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

**14. NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices of similar importance shall be made as follows:

By Airline to:	Grand Junction Regional Airport Authority 2828 Walker Field Dr., Suite 301 Grand Junction, Colorado 81056
By Authority to:	Allegiant Travel Company 1201 N. Town Center Dr Las Vegas, NV 89144

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested. Mailed notices shall be deemed



effective upon deposit with the U.S. Postal Service. Either party may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**15. AGREEMENT MADE IN COLORADO; VENUE FOR DISPUTES:** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Airline shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Airline's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

**16. ENTIRE AGREEMENT:** This Agreement, and any amendments subsequently entered into, constitutes the entire Agreement between the Parties and the terms and conditions hereof were negotiated between the Parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the Parties in writing and signed by their authorized representatives. Notwithstanding that the Authority shall be the signatory to this Agreement and any material amendments hereto, minor modifications to this Agreement may be authorized by the Executive Director or their designee.

**17. LEGAL AUTHORITY:** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

**[END OF AGREEMENT; SIGNATURE PAGE AND EXHIBITS FOLLOW]**

The parties have executed this Agreement on this 9<sup>th</sup> day of February, 2021.

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

By: \_\_\_\_\_

Chairperson

By: \_\_\_\_\_

Secretary

**ALLEGIANT AIR, LLC**

By: Michael Guai

Its: MGR- Corp REAL ESTATE

**EXHIBIT A**

**AIR SERVICE INCENTIVE PROGRAM**



## Grand Junction Regional Airport Air Service Incentive Program

### Background

The Grand Junction Regional Airport Authority has developed the following air service incentive program to increase access and affordability of commercial air service at GJT in accordance with applicable Federal Aviation Administration (FAA) rules and guidance.

### Goals of the Program

The goals of the Grand Junction Regional Airport Air Service Incentive Program are:

1. Increase access to affordable air service at GJT through new passenger service to unserved destinations with an emphasis on in-demand, target markets.
2. Stimulate incremental service on existing routes through additional frequencies or upgauging.
3. Assist in the recovery of air service lost during the COVID-19 pandemic by reducing the risk and financial burden to air carriers.

### Definition of Key Terms

1. Unserved Destination – Airport destination without nonstop service in the past six months
2. New Service – Nonstop service connecting GJT with an unserved destination
3. Additional Service – Nonstop service from an air carrier to a destination not currently served by that air carrier from GJT
4. Seasonal Service – Airport destination with scheduled nonstop service for between 12 consecutive weeks and 50 consecutive weeks in a 12-month period

### Targeted Airport Destinations

Through rigorous analysis and conversations with community stakeholders, GJT has identified the following target markets and airport destinations for new air service:

**Table 1: GJT Target Airport Destinations**

<u>Target Market</u>	<u>Target Airport Destinations</u>
New York Area	LGA, JFK, EWR, and SWF
Washington D.C.	DCA, BWI, and IAD
Chicago	ORD and MDW
Los Angeles	LAX, ONT, LGB, BUR, and SNA
San Francisco	SFO, OAK, and SJC
Seattle	SEA and PAE
Houston	IAH and HOU
Atlanta	ATL
Minneapolis-St. Paul	MSP
Charlotte	CLT
Detroit	DTW
Dallas	DAL
Portland	PDX
Philadelphia	PHL
San Diego	SAN



### Incentive Categories

#### *New Service to a Targeted Unserved Destination*

*Eligibility:* Any passenger air carrier establishing new service to a Targeted Destination as outlined in Table 1. The Targeted Destination must be an Unserved Destination from GJT at the time service is initiated.

1. **Year-round, daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$50,000 in marketing support for new service to be used during the first 24 months of service.
2. **Year-round, less than daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service to be used during the first 24 months of service.
3. **Seasonal service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service scheduled to operate at least twice a week to be used during the first 24 months of service.

#### *New Service to an Unserved, Non-Target Destination*

*Eligibility:* Any passenger air carrier establishing service to a new destination not included in Table 1.

1. **New service to an Unserved, non-targeted Destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months.

#### *Expanded or Restored Service to an Existing Destination*

*Eligibility:* Any passenger air carrier establishing service to a destination currently served or suspended within the past 12 months.

1. **Additional Service to an existing destination:** A air carrier is eligible for a 100% landing fee waiver for 12 months.
2. **Additional frequency or increase of gauge by incumbent carrier to existing destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months on new frequencies or flights operated with larger aircraft.
3. **Restoration of service suspended within last 12 months:** An air carrier is eligible for a 100% landing fee waiver for 12 months on flights that operated within the last 12 months and were in service for at least 6 consecutive months prior to suspension. To qualify, service must not have been suspended within the past 60 days.

#### *New Entrant Incentive*

*Eligibility:* Any passenger air carrier that did not serve GJT during 2020. The new entrant incentive is able to be combined with any of the new service categories listed above.

1. **New entrant carrier:** A new entrant air carrier is eligible for a 100% waiver of preferential use space rent for the first 12 months and a 50% waiver in Year 2.



### Terms and Conditions

1. This incentive program is effective immediately and may be amended by the Grand Junction Airport Authority at any time.
2. This incentive program will be administered in compliance with federal law, the Airport Improvement Program Grant Assurances, and FAA policy, including the *Policy and Procedures Concerning the Use of Airport Revenue* (1999) and the *Air Carrier Incentive Program Guidebook* (2010).
3. Participation in this program requires an incentive agreement between the Grand Junction Airport Authority and an air carrier. The Airport Authority reserves the right, based on budget availability, to limit an incentive on a specific route to the first air carrier to sign an incentive agreement.
4. To qualify for incentives, a seasonal route must be operated for a minimum of 12 consecutive weeks.
5. An air carrier may only qualify for an incentive for a particular route one time. Seasonal service may not receive an incentive each time it returns for a new season.
6. To qualify for incentives, a carrier must be current on payment of rates and charges.
7. Air carriers must operate service throughout duration of the promotional period at the level specified.
8. Air carriers must use the passenger terminal in order to qualify for incentives.
9. Air carriers may choose to forgo some or all fee waivers and rent abatements for an increased marketing incentive of equal value based upon service schedule and aircraft gauge committed at the time of entering into an incentive agreement with GJT. If the airline changes its frequency or gauge over the incentive period, the amount of the marketing incentive will be increased or reduced accordingly.
10. Incentives may not be transferred from one carrier to another. Incentives cannot be transferred between routes.
11. Additional incentives including marketing support and minimum revenue guarantees (MRG) may be available through Grand Junction Regional Air Service Alliance.

## EXHIBIT B

### NON-DISCRIMINATION

1. Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This provision obligates Airline for the period during which the property is used or possessed by Airline and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, Airline for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

- expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. Airline, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or



otherwise be subjected to discrimination, (3) that Airline will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Exhibit B.

4. During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: Airline, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Airline of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Airline will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of Airline's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Exhibit B.
- E. Incorporation of Provisions: Airline will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Airline will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Airline may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.
- F. The obligations of this subsection 4 shall, to the extent permitted by law, apply only to solicitations for subcontracts issued after the effective date of this Agreement and to subcontracts executed after the effective date of this Agreement.

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	Allegiant Airline Operational Incentive Agreement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Operational Incentive Agreement with Allegiant Airlines for GJRAA to waive 100% of landing fees for 24-months, waive 100% of joint-use space rent for the first 12-months of the incentive period, and waive 50% of joint-use space rent for the second 12 months of the incentive period for year-round service to John Wayne Airport, Orange County; a targeted, un-served destination in accordance with the approved Air Service Incentive Program.
SUMMARY:	<p>The Operational Incentive Agreement (the “Agreement”) defines the terms between GJRAA and Allegiant in accordance with the Air Service Incentive Program for the operational incentives to be provided by GJRAA to Allegiant for non-stop service between John Wayne Airport (SNA) and GJT.</p> <p>The term of the Agreement is twenty-four months from the commencement of the service which is scheduled for February 12, 2021. Should Allegiant discontinue serving the route within the first twelve months, GJRAA may terminate the Agreement for cause and all amounts credited by GJRAA to Allegiant will be due and payable.</p> <p>In accordance with the Agreement, Allegiant will be eligible for the following operating expense credits:</p> <ul style="list-style-type: none"><li>• Landing fee credit equal to 100% of landing fees incurred by Allegiant for the SNA/GJT service for the term of the Agreement.</li><li>• A 100% credit for joint-use space rent incurred related to the SNA/GJT service for the first 12-months of service, and a 50% credit for joint-use space rent incurred by Allegiant for the SNA/GJT service for the second 12-months of service.</li></ul>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Estimated Financial Impact: 2021 Landing Fee Credits - \$22,800 2021 Joint-use Space Rent Credit - \$45,000
ATTACHMENTS:	Operating Incentive Agreement – Allegiant SNA
STAFF CONTACT:	Sarah Menge, Finance Director Email: <a href="mailto:smenge@gjairport.com">smenge@gjairport.com</a> Office: 970-248-8581

## **AGREEMENT FOR OPERATIONAL INCENTIVES**

**THIS AGREEMENT** is made and entered as of the date indicated on the signature page below, by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and ALLEGIANT AIR LLC, a corporation organized and existing under and by virtue of the laws of the State of Nevada and authorized to do business in the State of Colorado (the “Airline”) (collectively referred to herein as the “Parties”).

### **W I T N E S S E T H**

**WHEREAS**, the Authority owns and operates Grand Junction Regional Airport (“GJT”); and

**WHEREAS**, the Airline will commence regular, non-stop passenger service between John Wayne Airport (“SNA”) and GJT (the “Service”) on or about February 12, 2021; and

**WHEREAS**, the Authority assesses operational fees for the Airline’s use of GJT; and

**WHEREAS**, through the Authority’s Air Service Incentive Program, attached hereto as **Exhibit A**, the Airline, by virtue of establishing qualified service between SNA and GJT, is eligible for certain credits against those operational fees;

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

#### **1. CREDITS; CREDIT PAYMENT MECHANISM:**

A. Credits: If the Airline establishes and continues the Service for at least twenty-four (24) months beginning on or about February 12, 2021, the Authority will provide a credit against the fees the Airline would owe to the Authority for Landing Fees and Joint-Use Space Rent, as follows:

1) Landing Fee Credit: The Authority shall provide the Airline a credit equal to one hundred percent (100%) of the landing fees incurred by the Airline for the Service for the full Term of the Agreement.

2) Joint-Use Space Rent Credit: The Authority shall provide the Airline a credit equal to one hundred percent (100%) of the Joint-Use Space Rent incurred by the Airline for the Service for the first twelve (12) months of the Term, and a credit equal to fifty percent (50%) of the Joint-Use Space Rent incurred by the Airline for the Service for the remaining twelve (12) months of the Term.

B. Accounting for Credits: Credits for Landing Fees and Joint-Use Space Rent shall be calculated in accordance with the methodology set forth in the Existing Agreement (as defined by Paragraph 4, below). For the purpose of obtaining the credits set forth under this Agreement, the Airline shall indicate in the monthly reporting required by the Existing Agreement the number of landings by Airline's passenger aircraft, number of enplaned and deplaned passengers, and the number of loading bridge turns associated with the Service.

**2. TERM:** The term of the Agreement shall begin on the date of commencement of service on or about February 12, 2021 and shall expire twenty-four (24) months thereafter, unless sooner terminated in accordance with Paragraph 3, below.

**3. TERMINATION:** Airline's decision, at any time prior to the expiration of this Agreement under Paragraph 2, to terminate or suspend non-stop service between SNA and GJT and/or Airline's failure to provide non-stop service between SNA and GJT for more than seven consecutive calendar days shall constitute an event of default and warrant termination by the Authority. Termination shall be effective immediately upon notification by the Authority to the Airline. If the Authority terminates this Agreement within the first twelve (12) months of the Service, all amounts credited to the Airline by the Authority under this Agreement shall be paid to the Authority within thirty (30) days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

**4. STATUS OF AIRLINE:** The Airline acknowledges and agrees that the Airline or its affiliate providing the Service has executed an Airport Use and Facilities Lease Agreement or Airline Operating License Agreement (the "Existing Agreement") prior to the commencement of the Service. This Agreement is expressly subject to all of the terms and conditions set forth in the Existing Agreement. It is further understood and agreed that the status of the Airline shall be

that of an independent contractor, and it is not intended, nor shall it be construed, that the Airline or its employees are employees, agents, or servants of the Authority.

**5. AIRLINE'S INSURANCE:** The Airline agrees to insure its operations in accordance with the terms of the Existing Agreement.

**6. LIMITATION OF BENEFIT:** 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 Authority and Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Authority and the Airline that subconsultants and any other person other than the Authority or the Airline receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**7. ASSIGNMENT:** The Authority is not obligated or liable under this Agreement to any party other than the Airline named herein. The Airline shall not assign or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement except upon prior written consent and approval of the Authority. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

**8. SUBORDINATION:** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the FAA or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the parties shall engage in good faith negotiations and seek to amend this Agreement by mutual consent. In the event the parties are unable to agree to an amendment after good faith negotiations, the Authority shall have the right to amend this Agreement unilaterally to the limited extent necessary to cure the violation of an agreement with the United States.

**9. NON-DISCRIMINATION:** This Agreement is subject to the non-discrimination requirements contained in the attached **Exhibit B**, which are incorporated by reference as if fully

set forth in the body of this Agreement. In the event of a conflict between the terms and conditions of Exhibit B and the body of this Agreement, the terms and condition of Exhibit B shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

**10. NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

By Airline to: Grand Junction Regional Airport Authority  
2828 Walker Field Dr., Suite 301  
Grand Junction, Colorado 81056

By Authority to: Allegiant Travel Company  
1201 N. Town Center Dr  
Las Vegas, NV 89144

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**11. AGREEMENT MADE IN COLORADO; VENUE FOR DISPUTES:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Airline shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Airline's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

**12. ENTIRE AGREEMENT:** This Agreement, and any amendments subsequently entered into, constitutes the entire Agreement between the Parties and the terms and conditions hereof were negotiated between the Parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any

right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the Parties in writing and signed by their authorized representatives. Notwithstanding that the Authority shall be the signatory to this Agreement and any material amendments hereto, minor modifications to this Agreement may be authorized by the Executive Director or their designee.

**13. LEGAL AUTHORITY:** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

The parties have executed this Agreement on this 9<sup>th</sup> day of FEBRUARY, 2021.

**GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY**

By: \_\_\_\_\_

Chairperson

By: \_\_\_\_\_

Secretary

**ALLEGIANT AIR, LLC**

By: Michael Grain

Its: MGR-Corp REAL ESTATE



**EXHIBIT A**  
**AIR SERVICE INCENTIVE PROGRAM**



## Grand Junction Regional Airport Air Service Incentive Program

### Background

The Grand Junction Regional Airport Authority has developed the following air service incentive program to increase access and affordability of commercial air service at GJT in accordance with applicable Federal Aviation Administration (FAA) rules and guidance.

### Goals of the Program

The goals of the Grand Junction Regional Airport Air Service Incentive Program are:

1. Increase access to affordable air service at GJT through new passenger service to unserved destinations with an emphasis on in-demand, target markets.
2. Stimulate incremental service on existing routes through additional frequencies or upgauging.
3. Assist in the recovery of air service lost during the COVID-19 pandemic by reducing the risk and financial burden to air carriers.

### Definition of Key Terms

1. Unserved Destination – Airport destination without nonstop service in the past six months
2. New Service – Nonstop service connecting GJT with an unserved destination
3. Additional Service – Nonstop service from an air carrier to a destination not currently served by that air carrier from GJT
4. Seasonal Service – Airport destination with scheduled nonstop service for between 12 consecutive weeks and 50 consecutive weeks in a 12-month period

### Targeted Airport Destinations

Through rigorous analysis and conversations with community stakeholders, GJT has identified the following target markets and airport destinations for new air service:

**Table 1: GJT Target Airport Destinations**

<u>Target Market</u>	<u>Target Airport Destinations</u>
New York Area	LGA, JFK, EWR, and SWF
Washington D.C.	DCA, BWI, and IAD
Chicago	ORD and MDW
Los Angeles	LAX, ONT, LGB, BUR, and SNA
San Francisco	SFO, OAK, and SJC
Seattle	SEA and PAE
Houston	IAH and HOU
Atlanta	ATL
Minneapolis-St. Paul	MSP
Charlotte	CLT
Detroit	DTW
Dallas	DAL
Portland	PDX
Philadelphia	PHL
San Diego	SAN



### Incentive Categories

#### *New Service to a Targeted Unserved Destination*

*Eligibility:* Any passenger air carrier establishing new service to a Targeted Destination as outlined in Table 1. The Targeted Destination must be an Unserved Destination from GJT at the time service is initiated.

1. **Year-round, daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$50,000 in marketing support for new service to be used during the first 24 months of service.
2. **Year-round, less than daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service to be used during the first 24 months of service.
3. **Seasonal service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service scheduled to operate at least twice a week to be used during the first 24 months of service.

#### *New Service to an Unserved, Non-Target Destination*

*Eligibility:* Any passenger air carrier establishing service to a new destination not included in Table 1.

1. **New service to an Unserved, non-targeted Destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months.

#### *Expanded or Restored Service to an Existing Destination*

*Eligibility:* Any passenger air carrier establishing service to a destination currently served or suspended within the past 12 months.

1. **Additional Service to an existing destination:** A air carrier is eligible for a 100% landing fee waiver for 12 months.
2. **Additional frequency or increase of gauge by incumbent carrier to existing destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months on new frequencies or flights operated with larger aircraft.
3. **Restoration of service suspended within last 12 months:** An air carrier is eligible for a 100% landing fee waiver for 12 months on flights that operated within the last 12 months and were in service for at least 6 consecutive months prior to suspension. To qualify, service must not have been suspended within the past 60 days.

#### *New Entrant Incentive*

*Eligibility:* Any passenger air carrier that did not serve GJT during 2020. The new entrant incentive is able to be combined with any of the new service categories listed above.

1. **New entrant carrier:** A new entrant air carrier is eligible for a 100% waiver of preferential use space rent for the first 12 months and a 50% waiver in Year 2.



### Terms and Conditions

1. This incentive program is effective immediately and may be amended by the Grand Junction Airport Authority at any time.
2. This incentive program will be administered in compliance with federal law, the Airport Improvement Program Grant Assurances, and FAA policy, including the *Policy and Procedures Concerning the Use of Airport Revenue* (1999) and the *Air Carrier Incentive Program Guidebook* (2010).
3. Participation in this program requires an incentive agreement between the Grand Junction Airport Authority and an air carrier. The Airport Authority reserves the right, based on budget availability, to limit an incentive on a specific route to the first air carrier to sign an incentive agreement.
4. To qualify for incentives, a seasonal route must be operated for a minimum of 12 consecutive weeks.
5. An air carrier may only qualify for an incentive for a particular route one time. Seasonal service may not receive an incentive each time it returns for a new season.
6. To qualify for incentives, a carrier must be current on payment of rates and charges.
7. Air carriers must operate service throughout duration of the promotional period at the level specified.
8. Air carriers must use the passenger terminal in order to qualify for incentives.
9. Air carriers may choose to forgo some or all fee waivers and rent abatements for an increased marketing incentive of equal value based upon service schedule and aircraft gauge committed at the time of entering into an incentive agreement with GJT. If the airline changes its frequency or gauge over the incentive period, the amount of the marketing incentive will be increased or reduced accordingly.
10. Incentives may not be transferred from one carrier to another. Incentives cannot be transferred between routes.
11. Additional incentives including marketing support and minimum revenue guarantees (MRG) may be available through Grand Junction Regional Air Service Alliance.

## EXHIBIT B

### NON-DISCRIMINATION

1. Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This provision obligates Airline for the period during which the property is used or possessed by Airline and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, Airline for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. Airline, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, (3) that Airline will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Exhibit B.

4. During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: Airline, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Airline of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Airline will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of Airline's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part. The right to terminate shall not become effective unless and until there has been a final order by the Department of Transportation or FAA or an order by a court of competent jurisdiction concluding that Airline has violated the non-discrimination acts and authorities enumerated in Section 2, engaged in discriminatory actions prohibited by 49 C.F.R. Part 21, or otherwise violated the nondiscrimination requirements contained in this Exhibit B.
- E. Incorporation of Provisions: Airline will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Airline will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Airline may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.
- F. The obligations of this subsection 4 shall, to the extent permitted by law, apply only to solicitations for subcontracts issued after the effective date of this Agreement and to subcontracts executed after the effective date of this Agreement.



## Grand Junction Regional Airport Authority

### Agenda Item Summary

---

TOPIC:	Adoption of 2021 Airport Goals
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt the 2021 Goals for the Grand Junction Regional Airport.
SUMMARY:	Refer to the attached summary of 2021 Airport Goals.
REVIEWED BY:	Executive Director
FISCAL IMPACT:	N/A
ATTACHMENTS:	2021 Airport Goal Summary
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gairport.com">apadalecki@gairport.com</a> Office: 970-248-8588

---

# Airport 2021 Goals

## Unifying Goal – Restore and grow sustainable air service activity

### 2021 Air Service Goals:

- 10% better recovery than airline system average for scheduled flights and seats vs. 2019
  - 63% of passengers vs. 2019 (5% better than budget)

### 2021 Supporting Goals

#### 1. Modernize Airport Governance

- a. Finalize mission, vision, values
- b. Create comprehensive governance map
- c. Work collaboratively with Commissioner McDaniel in modernizing Airport Employee, Board, and Financial Governance documents
- d. Improve airport leasing and property management policies, procedures, and agreements

#### 2. Improve Airport Sustainability

- a. Complete construction projects on time and budget with minimal disruptions to operations or passengers (\$20-\$40M)
- b. Set goals for Airport Development Plan and secure grant funding
- c. Improve employee engagement
  - i. Start surveying employees and training people leaders; incorporate goals and coaching into performance management
  - ii. Improve business continuity and identify growth opportunities for employees
- d. Improve financial sustainability
  - i. Develop asset management plan
  - ii. Evaluate financial management tools (banking, line of credit, bonds) and rates and charges

#### 3. Grow Nonairline Revenue

- a. Create and implement new in-terminal marketing program
- b. Develop ground transportation plan and run necessary procurements to implement in 2022
- c. Improve in-terminal food and beverage offerings

#### 4. Increase Community Engagement

- a. Remain an engaged partner on CBP project
- b. Maintain engagement on 29 Rd. Interchange Project
- c. Work with local stakeholders to understand pandemic-induced migration patterns to inform airport and airline decision making
- d. Engage with newly elected officials to ensure alignment between sponsors and airport, state and federal delegations and airport



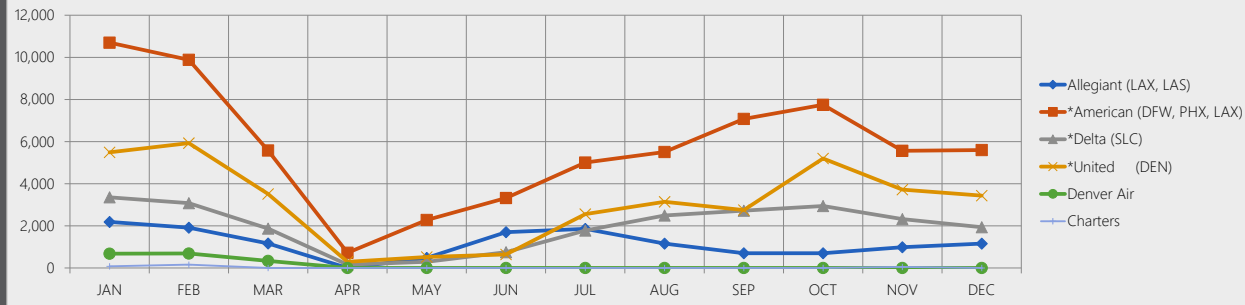
GRAND JUNCTION REGIONAL AIRPORT

---

**December 2020**  
DATA & STATISTICS

## Passenger Enplanements (Rev & Non-Rev)

\*Prior numbers have been adjusted to include non-revenue passengers



2020	Allegiant (LAX, LAS)	*American (DFW, PHX, LAX)	*Delta (SLC)	*United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	2,187	10,698	3,354	5,493	678	82	22,492	↑ 22.3%
FEB	1,913	9,880	3,080	5,927	689	159	21,648	↑ 28.1%
MAR	1,167	5,577	1,874	3,510	336	0	12,464	↓ -44.8%
APR	0	721	158	292	0	0	1,171	↓ -94.6%
MAY	476	2,275	296	520	0	0	3,567	↓ -85.2%
JUN	1,699	3,318	751	646	0	0	6,414	↓ -72.8%
JUL	1,856	5,006	1,778	2,556	0	0	11,196	↓ -53.8%
AUG	1,156	5,509	2,491	3,139	0	0	12,295	↓ -44.9%
SEP	699	7,078	2,720	2,749	0	0	13,246	↓ -42.5%
OCT	700	7,746	2,939	5,196	0	0	16,581	↓ -33.3%
NOV	988	5,560	2,322	3,722	0	47	12,639	↓ -42.5%
DEC	1,160	5,602	1,932	3,434	0	0	12,128	↓ -50.1%
<b>TOTAL</b>	<b>14,001</b>	<b>68,970</b>	<b>23,695</b>	<b>37,184</b>	<b>1,703</b>	<b>288</b>	<b>145,841</b>	<b>↓ -42.8%</b>

2019	Allegiant (LAX, LAS)	*American (DFW, PHX, LAX)	*Delta (SLC)	*United (DEN)	Denver Air	Charters	Total
JAN	1,088	8,599	3,428	4,541	545	188	18,389
FEB	1,043	7,565	2,862	4,733	609	88	16,900
MAR	1,251	9,427	3,809	6,879	835	396	22,597
APR	2,041	8,118	3,858	7,062	521	101	21,701
MAY	2,044	10,089	3,860	7,446	593	144	24,176
JUN	3,203	8,629	3,860	7,306	504	72	23,574
JUL	3,477	8,381	3,930	7,831	454	142	24,215
AUG	2,573	7,979	3,855	7,210	636	41	22,294
SEP	1,836	9,447	3,691	7,461	461	145	23,041
OCT	2,127	10,527	3,950	7,656	585	0	24,845
NOV	2,142	9,239	3,323	6,465	726	95	21,990
DEC	2,408	10,833	3,601	6,739	568	146	24,295
<b>TOTAL</b>	<b>25,233</b>	<b>108,833</b>	<b>44,027</b>	<b>81,329</b>	<b>7,037</b>	<b>1,558</b>	<b>268,017</b>

## 2020 Enplaned and Deplaned Airfreight

January 2020  
2019 YTD

Enplaned Freight	3,502,091
Deplaned Freight	6,012,865

2020 YTD

Enplaned Freight	3,376,795	↓ -3.58%
Deplaned Freight	6,226,949	↑ 3.56%

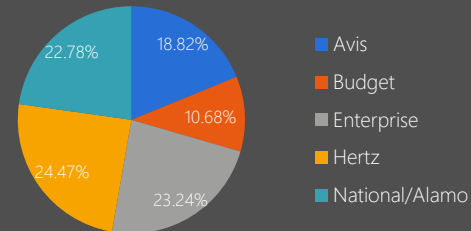
Enplaned	FedEx	Key Lime	American	United	Delta	Total
JAN	280,200	27,749	695	257	106	309,007
FEB	268,739	19,898	419	125	1,197	290,378
MAR	243,962	24,028	301	108	1,269	269,668
APR	193,811	13,846	50	147	-	207,854
MAY	233,906	17,882	14	-	-	251,802
JUN	225,697	21,531	5	14	383	247,630
JUL	241,266	23,723	51	242	932	266,214
AUG	287,400	21,525	1	12	372	309,310
SEP	253,057	21,006	47	-	1,082	275,192
OCT	275,668	22,446	79	33	702	298,928
NOV	228,136	22,706	18	12	1,232	252,104
DEC	352,759	44,613	3	156	1,177	398,708
<b>TOTAL</b>	<b>3,084,601</b>	<b>280,953</b>	<b>1,683</b>	<b>1,106</b>	<b>8,452</b>	<b>3,376,795</b>

Deplaned	FedEx	Key Lime	American	United	Delta	Total
JAN	378,652	97,290	699	367	1,300	478,308
FEB	385,704	78,327	120	870	326	465,347
MAR	337,585	95,095	18	370	442	433,510
APR	386,059	92,189	170	166	-	478,584
MAY	451,069	83,710	22	-	-	534,801
JUN	396,499	81,532	156	129	127	478,443
JUL	458,129	91,871	1,320	14	12	551,346
AUG	552,615	92,094	114	169	2	644,994
SEP	422,544	110,158	110	368	16	533,196
OCT	429,806	102,681	111	639	286	533,523
NOV	376,659	37,058	10	255	70	414,052
DEC	630,826	49,109	46	229	635	680,845
<b>TOTAL</b>	<b>5,206,147</b>	<b>1,011,114</b>	<b>2,896</b>	<b>3,576</b>	<b>3,216</b>	<b>6,226,949</b>

## 2020 Rental Car Revenues

2019 YTD Revenues 9,396,677.38

2020 YTD Revenues 6,377,612.22 ↓ -32.13%



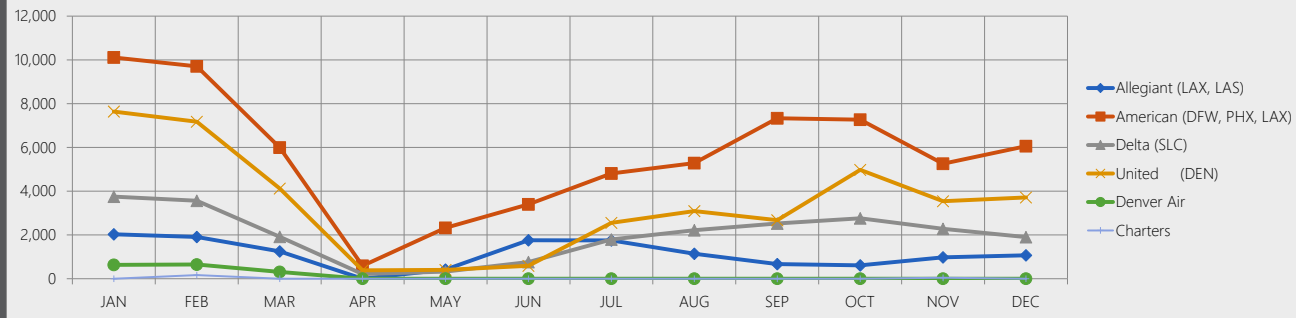
2020	Avis	Budget	Enterprise	Hertz	National/Alamo	Total	YTD Total
JAN	148,148	79,389	107,387	191,822	162,290	689,036	689,036
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,451
MAY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

2019	Avis	Budget	Enterprise	Hertz	National/Alamo	Total	YTD Total
JAN	133,845	64,988	98,099	170,635	141,595	609,161	609,161
FEB	94,313	83,506	105,046	150,218	148,191	581,274	1,190,435
MAR	130,121	128,641	144,616	219,469	188,813	811,660	2,002,095
APR	119,889	67,071	124,570	206,435	163,421	681,386	2,683,481
MAY	131,893	96,268	162,950	277,373	197,973	866,457	3,549,938
JUN	157,696	121,131	152,445	292,509	190,179	913,960	4,463,898
JUL	174,129	123,844	148,999	311,925	208,163	967,060	5,430,958
AUG	173,825	119,274	146,667	266,192	203,038	908,996	6,339,954
SEP	171,664	108,670	157,503	272,371	205,433	915,641	7,255,595
OCT	174,116	107,998	197,061	258,172	188,321	925,668	8,181,263
NOV	104,875	75,974	120,734	182,634	130,369	614,586	8,795,849
DEC	109,472	91,189	93,286	177,943	128,938	600,828	9,396,677
<b>TOTAL</b>	<b>1,675,839</b>	<b>1,188,554</b>	<b>1,651,976</b>	<b>2,785,876</b>	<b>2,094,434</b>	<b>9,396,677</b>	
Market Share	17.83%	12.65%	17.58%	29.65%	22.29%	100.00%	

## 2020 Aircraft Operations

2020	Itinerant				LOCAL			TOTAL	
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military		TOTAL LOCAL
JAN	569	893	1,232	89	2,783	846	84	930	3,713
FEB	523	801	1,574	148	3,046	1,240	92	1,332	4,378
MAR	424	683	1,194	62	2,363	826	52	878	3,241
APR	174	293	1,213	28	1,708	690	38	728	2,436
MAY	187	347	1,667	61	2,262	1,504	60	1,564	3,826
JUN	224	537	1,868	77	2,706	1,754	128	1,882	4,588
JUL	358	540	2,072	112	3,082	1,580	122	1,702	4,784
AUG	440	680	3,021	65	4,206	1,206	24	1,230	5,436
SEP	464	431	2,209	108	3,212	1,501	64	1,565	4,777
OCT	567	489	2,212	134	3,402	1,754	60	1,814	5,216
NOV	469	570	1,647	80	2,766	1,768	78	1,846	4,612
DEC	544	639	1,610	75	2,868	1,572	92	1,664	4,532
<b>TOTAL</b>	<b>4,943</b>	<b>6,903</b>	<b>21,519</b>	<b>1,039</b>	<b>34,404</b>	<b>16,241</b>	<b>894</b>	<b>17,135</b>	<b>51,539</b>
Historical Data	2015	2016	2017	2018	2019	2020	2019-2020 Inc/Dec		
JAN	3,363	3,142	3,325	3,320	3,425	3,713	↑	8.41%	
FEB	3,360	3,600	2,888	2,945	3,473	4,378	↑	26.06%	
MAR	3,966	3,808	4,356	3,931	4,119	3,241	↓	-21.32%	
APR	3,597	3,191	3,717	3,670	3,378	2,436	↓	-27.89%	
MAY	3,573	3,810	3,821	3,908	4,075	3,826	↓	-6.11%	
JUN	3,968	4,080	4,839	4,287	4,293	4,588	↑	6.87%	
JUL	3,671	4,044	3,997	5,195	4,348	4,784	↑	10.03%	
AUG	3,680	4,111	4,084	5,139	4,256	5,436	↑	27.73%	
SEP	3,801	3,797	3,496	4,161	3,941	4,777	↑	21.21%	
OCT	3,672	4,322	3,752	4,600	4,004	5,216	↑	30.27%	
NOV	3,175	3,651	3,074	4,092	3,811	4,612	↑	21.02%	
DEC	3,298	3,448	2,957	3,612	4,216	4,532	↑	7.50%	
<b>TOTAL</b>	<b>43,124</b>	<b>45,004</b>	<b>44,306</b>	<b>48,860</b>	<b>47,339</b>	<b>51,539</b>			

## Passenger Deplanements



2020	Allegiant (LAX, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	2,031	10,110	3,752	7,638	637	0	24,168	↑ 32.1%
FEB	1,906	9,706	3,563	7,173	651	167	23,166	↑ 13.4%
MAR	1,252	5,993	1,918	4,126	308	0	13,597	↓ -47.7%
APR	0	590	214	384	0	0	1,188	↓ -94.3%
MAY	421	2,327	323	407	0	0	3,478	↓ -86.5%
JUN	1,759	3,399	762	589	0	0	6,509	↓ -78.1%
JUL	1,752	4,814	1,791	2,557	0	0	10,914	↓ -56.6%
AUG	1,144	5,286	2,214	3,091	0	0	11,735	↓ -47.4%
SEP	666	7,331	2,527	2,673	0	0	13,197	↓ -40.8%
OCT	611	7,269	2,765	4,974	0	0	15,619	↓ -34.0%
NOV	979	5,253	2,283	3,539	0	47	12,101	↓ -44.4%
DEC	1,073	6,057	1,903	3,714	0	0	12,747	↓ -52.5%
<b>TOTAL</b>	<b>13,594</b>	<b>68,135</b>	<b>24,015</b>	<b>40,865</b>	<b>1,596</b>	<b>214</b>	<b>148,419</b>	<b>↓ -44.7%</b>

2019	Allegiant (LAX, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total
JAN	1,081	8,235	3,424	4,882	488	188	18,298
FEB	1,003	8,764	3,341	6,569	672	88	20,437
MAR	1,164	9,936	4,559	9,253	764	333	26,009
APR	2,039	7,672	3,770	6,699	504	102	20,786
MAY	2,009	10,250	4,577	8,152	586	144	25,718
JUN	3,183	8,748	4,403	12,692	587	72	29,685
JUL	3,256	7,960	4,548	8,830	418	142	25,154
AUG	2,460	8,120	3,869	7,204	647	11	22,311
SEP	1,757	8,904	3,680	7,365	452	147	22,305
OCT	1,921	9,750	3,794	7,603	601	0	23,669
NOV	2,076	8,877	3,362	6,683	679	96	21,773
DEC	2,378	11,635	4,098	7,983	589	144	26,827
<b>TOTAL</b>	<b>24,327</b>	<b>108,851</b>	<b>47,425</b>	<b>93,915</b>	<b>6,987</b>	<b>1,467</b>	<b>282,972</b>



# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		12/31/2020	12/31/2020	12/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 445,599	\$ 486,445	\$ 632,143	\$ 40,846	9.17 %	\$ (145,698)	(23.05) %
2	Terminal rent	1,235,472	1,240,943	1,183,776	5,471	0.44 %	57,167	4.83 %
3	Other (boarding bridge)	20,246	23,034	128,215	2,788	13.77 %	(105,181)	(82.03) %
	<i>Total Passenger airline revenue</i>	<u>1,701,317</u>	<u>1,750,422</u>	<u>1,944,134</u>	<u>49,105</u>	<u>2.89 %</u>	<u>(193,712)</u>	<u>(9.96) %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	100,404	205,145	102,453	104,741	104.32 %	102,692	100.23 %
5	Cargo and hangar rentals	53,856	54,505	53,466	649	1.21 %	1,039	1.94 %
6	Fuel tax	97,816	162,808	210,629	64,992	66.44 %	(47,821)	(22.70) %
7	Fuel Flowage Fees and Sales	258,363	423,427	541,482	165,064	63.89 %	(118,055)	(21.80) %
8	Other (ramp parking, rapid refuel)	3,936	6,270	9,780	2,334	59.30 %	(3,510)	(35.89) %
	<i>Total Non-passenger airline revenue</i>	<u>514,375</u>	<u>852,155</u>	<u>917,810</u>	<u>337,780</u>	<u>65.67 %</u>	<u>(65,655)</u>	<u>(7.15) %</u>
	<i>Total Aeronautical revenue</i>	<u>2,215,692</u>	<u>2,602,577</u>	<u>2,861,944</u>	<u>386,885</u>	<u>17.46 %</u>	<u>(259,367)</u>	<u>(9.06) %</u>
Non-aeronautical revenue								
9	Land and building leases	587,872	607,304	601,551	19,432	3.31 %	5,753	0.96 %
10	Terminal - restaurant & retail	80,070	91,907	170,590	11,837	14.78 %	(78,683)	(46.12) %
11	Terminal - other	180,492	182,884	180,686	2,392	1.33 %	2,198	1.22 %
12	Rental cars	637,782	898,477	1,306,055	260,695	40.88 %	(407,578)	(31.21) %
13	Parking	747,890	757,926	1,589,435	10,036	1.34 %	(831,509)	(52.31) %
14	Ground Transportation	29,425	32,668	74,121	3,243	11.02 %	(41,453)	(55.93) %
15	Other (advertising, security fee, etc.)	40,125	49,894	79,530	9,769	24.35 %	(29,636)	(37.26) %
	<i>Total Non-aeronautical revenue</i>	<u>2,303,656</u>	<u>2,621,060</u>	<u>4,001,968</u>	<u>317,404</u>	<u>13.78 %</u>	<u>(1,380,908)</u>	<u>(34.51) %</u>
	<b>Total Operating Revenues</b>	<u>\$ 4,519,348</u>	<u>\$ 5,223,637</u>	<u>\$ 6,863,912</u>	<u>\$ 704,289</u>	<u>15.58 %</u>	<u>\$ (1,640,275)</u>	<u>(23.90) %</u>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		12/31/2020	12/31/2020	12/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Variance	Forecast % Variance	PY \$ Var	PY % Var
<b>Operating expenses</b>								
16	Personnel compensation and benefits	\$ 2,554,248	\$ 2,367,811	\$ 2,418,860	(186,437)	(7.30) %	(51,049)	(2.11) %
17	Communications and utilities	321,849	308,589	308,906	(13,260)	(4.12) %	(317)	(0.10) %
18	Supplies and materials	416,813	421,176	574,645	4,363	1.05 %	(153,469)	(26.71) %
19	Contract services	663,350	575,444	601,888	(87,906)	(13.25) %	(26,444)	(4.39) %
20	Repairs & maintenance	382,412	313,305	584,484	(69,107)	(18.07) %	(271,179)	(46.40) %
21	Insurance	120,699	118,382	108,989	(2,317)	(1.92) %	9,393	8.62 %
22	Training, Travel, & Air Service Development	156,810	93,466	177,946	(63,344)	(40.40) %	(84,480)	(47.48) %
23	Other Expense (marketing, professional dues, etc)	117,250	80,634	64,656	(36,616)	(31.23) %	15,978	24.71 %
24	Contingency Expense	25,000	-	3,597	(25,000)	(100.00) %	(3,597)	0.00 %
	<i>Total Operating expenses</i>	<u>4,758,431</u>	<u>4,278,807</u>	<u>4,843,971</u>	<u>(479,624)</u>	<u>(10.08) %</u>	<u>(565,164)</u>	<u>(11.67) %</u>
<b>Non-operating revenue (expenses)</b>								
25	Passenger facility charges	518,236	614,787	1,050,179	96,551	18.63 %	(435,392)	(41.46) %
26	Interest income	34,581	67,967	225,138	33,386	96.54 %	(157,171)	(69.81) %
27	Interest expense	(790,376)	(789,311)	(618,458)	1,065	0.13 %	(170,853)	(27.63) %
28	Customer facility charges	216,642	278,624	741,145	61,982	28.61 %	(462,521)	(62.41) %
29	Capital contributions	29,832,377	6,196,166	6,004,320	(23,636,211)	(79.23) %	191,846	3.20 %
29	Capital expenditures	(34,824,110)	(7,764,021)	(11,549,048)	27,060,089	77.71 %	3,785,027	0.327734979
28	Debt principal payments	(715,000)	(715,000)	(924,674)	-	0.00 %	209,674	(22.68) %
29	Other	-	(2,054)	(4,076,504)	2,054	0.00 %	4,074,450	(99.95) %
	<i>Total Non-operating revenue (expenses)</i>	<u>(5,727,650)</u>	<u>(2,112,842)</u>	<u>(9,147,902)</u>	<u>3,618,916</u>	<u>63.18 %</u>	<u>7,035,060</u>	<u>76.90 %</u>
	<b>Excess of revenue over (under) expense</b>	<u>\$ (5,966,733)</u>	<u>\$ (1,168,012)</u>	<u>\$ (7,127,961)</u>	<u>4,802,829</u>	<u>80.49 %</u>	<u>5,959,949</u>	<u>83.61 %</u>

## Variance Explanations - December 31, 2020 Year to Date Preliminary Financial Statements

Year-to-date through December 2020 passenger traffic was down 45% (about 106,000 passengers) compared to December 2019. The explanations below are intended to provide additional explanations about variances between forecasted revenues and expenses.

***Operating Revenues: All 2020 operating revenues met or exceeded the revised forecast. This resulted in a total favorable variance of more than \$700k although revenues were down \$1.6M from 2019 (about 24%).***

- 1 **Passenger Landing Fees** - Passenger landing fees for the year were about \$41,000 above forecast expectations. Total scheduled landings for 2020 were down about 34% compared to 2019 which was better than the forecasted decrease of 46%. The decrease in revenue from 2019 is less than the decrease in landings due to the increase in landing fees that was adopted for 2020.
- 2 **Terminal Rent** - The increase in terminal rent revenue from prior year is a reflection of the increased rates calculated using the new formula based rate setting methodology and adopted in December by resolution in anticipation of adopting the new lease and use agreements in 2020. We did not make any changes in our assumptions for terminal rent.
- 3 **Boarding Bridge Revenue** - The decrease in boarding bridge revenue from 2019 was budgeted for and expected and was not only due to the decrease in activity. With the change in rates mentioned in the terminal rent explanation above, the boarding bridge per turn charge was decreased from the 2019 rates.
- 4 **Non-Passenger Landing Fees** - Non-passenger landing fees for 2020 were approximately \$103,000 higher than 2019 and exceed the total annual forecast for the year (\$100k). The total number of cargo landings was consistent year over year, and the majority of the increase was related to fire fighting activity in June-August 2020 which was much higher than 2019 fire activity.
- 5 **Cargo and hangar rentals** - The cargo hangar rental is a fixed rent charge and is on budget and consistent with prior year.
- 6 **Fuel Tax** - Fuel tax revenues are collected by the state and remitted to the Airport based on all fuel sales, but these revenues tend to correlate most closely with commercial landing activity. 2020 commercial passenger landings were down about 34% while load factors were , therefore the 22% decline in fuel tax revenues from prior year is in-line with expectations. Commercial landings were projected to be down 46%, therefore this revenue exceeds forecast expectations.
- 7 **Fuel Flowage Fees** - Fuel flowage fees are not charged to commercial carriers, and therefore correlates with GA operations. GA activity decreased less than expected from the pandemic, therefore flowage fee revenues exceeded forecast expectations. 2020 fuel flowage in gallons were down about 21% compared to 2019 fuel flowage gallons. With the fire activity and strong GA recovery, fuel flowage revenue had already exceeded the annual forecast (\$258,000) by the end of October.
- 9 **Non-aeronautical revenues** - 2020 total enplaned passengers were approximately 46% lower than 2019. Aside from land and building leases and the terminal - other revenue which were fixed rents, the other non-aeronautical revenues are almost entirely tied to enplaned passengers at the airport and therefore would be expected to reflect a comparable decline in revenues from 2019 as passenger traffic. The decline in restaurant and retail sales was perfectly aligned with the decrease in passengers which is a good sign that spending per passenger is back to pre-pandemic levels. Rental car revenue exceeded expectations as there was more local traffic not driven by passengers. Parking and ground transportation are down more than 50% from 2019 which is higher than the decline in passengers. With the change in passenger types (leisure versus business) the revenue per passenger has lagged for these revenue streams.

***Operating Expenses: Total 2020 Operating Expenses were \$480k below forecast with all categories coming in under the revised forecast budget except supplies and materials which were less than \$5k over.***

- 16 **Personnel Compensation & Benefits** – Compensation and benefits were approximately \$186,000 below forecast which reflects the hiring freeze on vacant positions.
- 18 **Supplies & Materials** – Supplies & Materials costs were \$153,000 lower than prior year spending and within \$5,000 of forecast. The decrease was almost entirely related to decreases in unleaded fuel purchases. Fuel is purchased and sold to the rental car companies and airlines to fuel their equipment. With the decrease in demand, the consumption decreased and the purchases were less frequent.
- 18 **Contract Services** – Contract services are \$88,000 below the 2020 forecast and \$26,000 lower than 2019. The forecast to actual decrease is due to lower than expected spending for IT services, engineering and planning work, and savings from not using temp workings for landside.
- 20 **Repairs & Maintenance** – Repairs and Maintenance activities ended the year about \$69,000 below forecast and \$271,000 below prior year spending. In 2019 multiple repair projects were completed including refinishing the bathrooms with miracle method which was not done in 2020.
- 22 **Training, Travel, & Air Service Development** – Costs for training, travel and air service development ended the year \$63,000 below forecast and \$84,000 lower than the 2019. A temporary "freeze" had been placed on travel for conferences and non-required training and employees were taking advantage of on-line and local training opportunities where available.

***Non-Operating Revenues and Expenses:***

- 25 **PFC Revenue** – Actual passenger numbers for 2020 were higher than forecasted resulting in higher than expected PFC revenue. The decrease in PFC revenue from prior year is in line with the 46% decrease in total enplanements.
- 26 **Interest Income** - Interest income was down 70% compared to 2019. The second half of the bond funds were drawn down in March 2020 and therefore we expected the income to reduce substantially from the prior year. Interest income exceeded 2020 forecast as cash balances remained strong.
- 28 **CFC Revenue** – CFC revenues were temporarily waived from April 2020 through September 2020 and with the decrease in passenger traffic, revenue was down 63% from 2019. However, actual CFC revenues were ahead of forecast as rental car activity has been stronger than anticipated.
- 29 **Capital Contributions & Expenditures** – The budget for Capital Expenditures included \$15.5M in AIP projects. The run-up pad and apron replacement were estimated at \$10.1M and another \$1M was budgeted for runway design. Due to the timing of when grants were awarded, construction did not start on the run-up pad and apron replacement project in 2020 and the runway design work was not started until January 2021, therefore capital expenditure spending is below budget. As a result, the capital contributions (grant revenue) are also lower since these projects are reimbursable grants and revenue is recognized as costs are incurred.