



BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

MARCH 24, 2020

Grand Junction Regional Airport Authority



Date: March 24, 2020

Location:

Electronic Meeting

Link: <https://zoom.us/j/707060483?pwd=WW1pOExSeWlSWjJPT0xIVUswY3ljZz09>

Time: 5:15 PM

REGULAR MEETING AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Commissioner Comments

V. Citizens Comments

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (jburtard@gjairport.com) 30 minutes prior to the meeting. Comments not sent 30 minutes prior to the meeting will not be accepted. The Board Chairman 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 Chairman, 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. Action Items

A. Resolution 2020-002 Electronic Participation Policy _____ 1

- Adoption of Resolution 2020-002 authorizing the Board to conduct regular or special Board meetings by electronic means according to Electronic Participation Policy.

VII. Consent Agenda

The Consent Agenda is intended to allow the Board to spend its time on the more complex items on the agenda. These items are perceived as non-controversial and can be approved by a single motion. The public or Board Members may ask that an item be removed from the Consent Agenda and be considered individually.

March 24, 2020

- A. February 18, 2020 Meeting Minutes _____ 2
 - Approval of February 11, 2020 Board Meeting Minutes
- B. Amendment to Rental Car Concession Agreement _____ 3
 - Approval of amending the current Rental Car Concessions Agreements to extend the current termination date for two years from April 30, 2020 to April 30, 2022 and authorize the Executive Director to sign.
- C. Purchase of Terminal Carpet Cleaner _____ 4
 - Approval of purchase of Advance ES4000 Total Carpet Care Systems from Sanitary Supply in the amount of \$15,970.96 and authorize the Executive Director to sign purchase agreement.

VIII. Additional Action Items

- A. Resolution 2020-003 Rates and Charges _____ 5
 - Adoption of Resolution 2020-003 amending the Airport's Rates and Charges to be effective April 1, 2020 to reflect the current rental car service area rates adjusting by CPI according to their agreement.
- B. Amend Executive Director's Employment Contract _____ 6
 - Approve amendment to Executive Director's Employment Contract.
- C. COVID-19 Related Matters _____ 7
 - Discuss impacts of COVID-19 and take any necessary action to keep the Airport running efficiently during this crisis.

IX. Discussion

X. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Operations Report (Eric Trinklein)
- C. Finance and Activity Report (Sarah Menge)
- D. External Affairs Report (Joe Burtard)
- E. Facilities Report (Ben Peck)
- F. Project Report (Eric Trinklein)

XI. Any other business which may come before the Board

XII. Adjournment

Grand Junction Regional Airport Authority

Agenda Item Summary:

TOPIC:	Resolution 2020-002 Electronic Participation Policy		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adoption of Resolution 2020-002 authorizing the Board to conduct regular or special Board meetings by electronic means according to Electronic Participation Policy.		
DISCUSSION:	The purpose of this Policy is to specify the circumstances and means under which the Grand Junction Regional Airport Authority Board of Commissioners shall conduct regular and special meetings by telephone or other electronic means of participation, such as video-conferencing, that is clear, uninterrupted and allows two-way communication for the participating members.		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Board Resolution 2020-002 – Electronic Participation Policy		
STAFF CONTACT:	Angela Padalecki (970) 244-9100 apadalecki@gjairport.com		

RESOLUTION 2020-02

A RESOLUTION OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY BOARD OF COMMISSIONERS ADOPTING AN ELECTRONIC PARTICIPATION POLICY.

WHEREAS, the Grand Junction Regional Airport (the “Authority”) is a political subdivision of the State of Colorado, for which the Authority’s Board of Commissioners (the “Board”) is authorized to act; and

WHEREAS, Section 41-3-105, Colorado Revised Statutes contains certain requirements relating to Authority Board meetings, including that meetings be open to the public and that sixty percent of the Board be present to form a quorum to conduct business; and

WHEREAS, Section 41-3-105, Colorado Revised Statutes furthermore permits the Board to set its own rules of procedure, which are contained in the Amended and Restated By-Laws & Rules of the Grand Junction Regional Airport Authority (the “By-Laws”); and

WHEREAS, the Authority and its Board must continue to operate during an emergency, while taking measures to protect the health and welfare of its employees and officials; and

WHEREAS, Section 3.7 of the By-Laws provides for electronic and telephonic participation of Board members in regular Board meetings; and

WHEREAS, in order to conduct Board meetings remotely in conformance with both CDC public health guidance and the By-Laws, additional policies to accommodate public participation in Board meetings must be adopted; and

WHEREAS, there may arise other emergency situations in the future where electronic participation in Board meetings may be necessary; and

WHEREAS, Board has determined that it is in the best interest of the public health, welfare, and safety of the employees, officers of the Grand Junction Regional Airport Authority to adopt an Electronic Participation Policy.

NOW, THEREFORE, IT IS RESOLVED BY THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY BOARD OF COMMISSIONERS, THAT:

Section 1. The above recitals are hereby incorporated as findings by the Grand Junction Regional Airport Authority Board of Commissioners.

Section 2. The Board of Commissioners of the Grand Junction Regional Airport Authority hereby adopts the Electronic Participation Policy, attached hereto as **Exhibit A**.

Section 3. The Electronic Participation Policy adopted herein shall only apply upon the declaration of a local disaster emergency by the City of Grand Junction or Mesa County pursuant

to Section 24-33.5-709 of the Colorado Revised Statutes, or a State of Emergency by the Governor of Colorado.

PASSED AND ADOPTED THIS 17th DAY OF MARCH 2020.

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

ATTEST:

Chairman

Clerk

Board Members Voting AYE:

Those Voting NAY:

ELECTRONIC PARTICIPATION POLICY

I. Purpose.

The purpose of this Policy is to specify the circumstances and means under which the Grand Junction Regional Airport Authority (the “Authority”) Board of Commissioners (the “Board”) shall conduct regular and special meetings by telephone or other electronic means of participation, such as video-conferencing that is clear, uninterrupted and allows two way communication for the participating members ("Electronic Participation"). Electronic Participation has inherent limitations because Electronic Participation effectively precludes collective observation of documentary information presented during meetings; fully evaluating a speaker's non-verbal language in assessing veracity or credibility; and from observing non-verbal explanations during a speaker's presentation or testimony. The Board finds that these limitations, inherent in Electronic Participation, may produce inefficiencies in meetings, increase the expense of meetings, and alter the decision-making process and as such will only use electronic meetings in accordance with conditions set forth in this policy.

II. Statement of General Policy.

The Board, may conduct their regular or special meetings by electronic means only in accordance with this Policy.

A. Emergency Situations.

In the event a quorum is unable to meet at the day, hour, and place fixed by the rules and procedures of the Board because meeting in-person is not practical or prudent due to an emergency affecting the Authority, meetings may be conducted by telephone, electronically, or by other means of communication so as to provide maximum practical notice. Meetings may be held by telephone, videoconference, electronically, or by other means of communication if all of the following conditions are met:

1. The Authority’s Executive Director or the Board Chair determines that meeting in person is not practical or prudent, because of matters related to the emergency affecting the Authority; and
2. All participating members of the Board, and at least one Authority staff member can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation; and
3. Members of the public can hear the Board’s proceedings and are afforded opportunities to participate in public comment, as permitted by law; and
4. All votes are conducted by roll call; and

5. Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and

6. To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some members of the Board may participate by telephone, and the right of the public to monitor the meeting from another location; and

7. Notwithstanding Section 3.7 of the Amended and Restated By-Laws & Rules of the Grand Junction Regional Airport Authority (the “By-Laws”) the meeting is held in accordance with all applicable provisions of the By-Laws and the Public Airport Authority Law, Title 41, Article 3, Colorado Revised Statutes.

III. Arranging for Electronic Participation.

A. The Executive Director or his/her delegate shall contact Board members at least twenty-four hours in advance of a regular or scheduled meeting to provide notice of a meeting conducted under this policy.

B. The Authority shall initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Authority Clerk shall make at least three attempts to re-initiate the connection.

IV. Executive Sessions.

In the event that the Board holds an executive session pursuant to Section 24-6-402, Colorado Revised Statutes and Section 3.1.1 of the By-Laws, participants shall be authorized to attend via Electronic Participation. Any executive session conducted under this policy shall be recorded electronically as provided for by statute.

V. Reasonable Accommodations.

The Authority shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide handicapped members of the Board full and equal access to Board meetings.



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
February 18, 2020

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 February 18, 2020 in Grand Junction, Colorado and in the County of Mesa.

Commissioners Present:

Tom Benton (Chairman)
Chuck McDaniel
Thaddeus Shrader
Erling Brabaek (Phone)
Ron Velarde
Linde Marshall

Guests:

Joe Vaccarelli, Daily Sentinel
Colin Bible, Garver
Jake Hoban, Garver
Kyle Williams, AECOM

Airport Staff:

Angela Padalecki (Executive Director)
Joseph Burtard (Clerk)
Karl Hanlon (Counsel)
Sarah Menge
Ben Peck
Eric Trinklein
Cameron Reece
Shelagh Flesch

II. Pledge of Allegiance

III. Approval of Agenda

*Commissioner Shrader made a motion to approve the February 18, 2020 Board Agenda.
Commissioner Velarde second the motion. Voice Vote. All Ayes.*

IV. Commissioner Comments

No Commissioner Comments were made.

V. Citizen Comments

No citizen comments were made.

VI. Consent Agenda

January 21, 2020 Meeting Minutes

Commissioner Marshall made motion to approve the Consent Agenda. Commissioner Shrader seconded. Voice Vote. All Ayes.

VII. Action Items

Recommendation of Award Terminal and Landside On-call Planning

Commissioner Shrader made a motion for approval of terminal and landside on-call planning services for Grand Junction Regional Airport and authorize Executive Director to negotiate and execute a five-year agreement with InterVistas. Commissioner McDaniel seconded the motion. Voice Vote. All Ayes.

Recommendation of Award Airfield and Environmental On-call Planning

Commissioner McDaniel made a motion for approval of airfield and environmental on-call planning service for the Grand Junction Regional Airport and authorize Executive Director to negotiate and execute a five-year agreement with AECOM. Commissioner Shrader seconded the motion. Voice Vote. All Ayes.

VIII. Discussion

Governing Expressive Conduct on Airport Property

IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Operations Report (Eric Trinklein)
- C. Finance and Activity Report (Sarah Menge)
- D. External Affairs Report (Joseph Burtard)
- E. Facilities Report (Ben Peck)
- F. Project Report (Eric Trinklein)

X. Any other business which may come before the Board

No additional business was discussed.

XI. Executive Session

Commissioner Marshall made a motion to move into Executive session pursuant to CRS 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 Velarde seconded the motion. Voice Vote. All Ayes.

Commissioner McDaniel made a motion to move from Executive Session back into a public meeting. Commissioner Velarde seconded the motion. Voice Vote. All Ayes.

XII. Adjournment

Commissioner Velarde moved for adjournment. Commissioner Marshall seconded. Voice Vote. All Ayes.

The meeting adjourned at approximately 7:25 PM.

*Audio recording of the complete meeting can be found at
https://gjairport.com/Board_Meetings*

Tom Benton, Board Chairman

ATTEST:

Joseph R. Burtard, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Rental Car Concession Agreement Amendment to Extend the Termination Date to April 30, 2022		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Amend the current Rental Car Concession Agreements to extend the current termination date for two years from April 30, 2020 to April 30, 2022 and authorize the Executive Director to sign the amendments.		
SUMMARY:	<p>The Authority currently has four (4) Rental Car Concession Agreements with: 1.) Avis/Budget, 2.) Hertz, 3.) National/Alamo, and 4.) Enterprise. The original contract terms were for a five (5) year agreement from May 1, 2015 to April 30, 2020.</p> <p>The terms of the agreement were discussed with the board at the October 15, 2019 meeting. The commissioners discussed the term, the current priority of contract renewals, and recommended pursuing a two (2) year extension of the existing agreement. Staff worked with our legal counsel to draft the proposed amendments and all rental car companies have signed and returned the amendment with their approval.</p> <p>The two-year extension allows staff to prioritize contract procurements and stagger major contract renewal dates.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	The proposed amendment to extend the term for an additional two (2) years maintains the current financial terms in the Agreements and will not change budgeted revenue from rental car activities for 2020.		
ATTACHMENTS:	Rental Car Amendments Signed by the Rental Car Concessionaires		
STAFF CONTACT:	Sarah Menge Email: smenge@gjairport.com Phone: (970) 248-8581		

**FIRST AMENDMENT TO
AIRPORT FACILITIES LEASE AND
RENTAL CAR CONCESSION AGREEMENT**

This **First Amendment to Airport Facilities Lease and Rental Car Concession Agreement** is made effective this January 29, 2020, by and between the Grand Junction Regional Airport Authority ("Authority") and Avis Budget Car Rental, LLC, ("Concessionaire").

Recitals

WHEREAS, on May 1, 2015, the parties entered into the Airport Facilities Lease and Rental Car Concession Agreement ("Agreement");

WHEREAS, the Agreement is scheduled to terminate on April 30, 2020; and

WHEREAS, the parties mutually wish to extend the term of the Agreement.

THEREFORE, in consideration of the agreements set forth herein, as well as for other good and valuable consideration, the parties agree as follows:

Agreement

1. Section 4 (Term) is hereby amended to read in its entirety as follows:

The term of this Agreement shall be for a period of seven (7) years, commencing at midnight a.m. on May 1, 2015 (the commencement date), and terminating at 11:59 p.m., April 30, 2022, subject to earlier termination pursuant to the terms and conditions of this Agreement. Subject to the terms of this Agreement and the Instructions to Bidders, a Concessionaire's leasehold rights in any service area leased to it, and any improvements thereon, shall terminate simultaneously with the expiration or sooner termination of this Agreement.

2. The first sentence of Section 41 (Renewal) is hereby amended to read as follows (retaining the remainder of the provision):

Concessionaire understands and agrees that, at the termination of the subject concession term on April 30, 2022, Concessionaire shall have no guaranteed right of renewing its Airport rental car concession operating rights.

3. All terms and conditions of the Agreement not explicitly amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Agreement on the date set forth below their signatures.

CONCESSIONAIRE:

BY: _____

Anne D. Morrison, Vice President Properties and Facilities
an authorized representative of Avis Budget Car Rental, LLC

Date: _____

2/21/20

AUTHORITY:

BY: _____

Angela Padalecki
Executive Director

Date: _____

**FIRST AMENDMENT TO
AIRPORT FACILITIES LEASE AND
RENTAL CAR CONCESSION AGREEMENT**

This **First Amendment to Airport Facilities Lease and Rental Car Concession Agreement** is made effective this January 29, 2020, by and between the Grand Junction Regional Airport Authority ("Authority") and Enterprise Leasing Company of Denver, LLC D.B.A. Enterprise Rent-A-Car, ("Concessionaire").

Recitals

WHEREAS, on May 1, 2015, the parties entered into the Airport Facilities Lease and Rental Car Concession Agreement ("Agreement");

WHEREAS, the Agreement is scheduled to terminate on April 30, 2020; and

WHEREAS, the parties mutually wish to extend the term of the Agreement.

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3. All terms and conditions of the Agreement not explicitly amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Agreement on the date set forth below their signatures.

CONCESSIONAIRE:

BY: SST
Name S. Steve Topalian
Title VP/GM

Date: 2/4/20

AUTHORITY:

BY: _____
Angela Padalecki
Executive Director

Date: _____

**FIRST AMENDMENT TO
AIRPORT FACILITIES LEASE AND
RENTAL CAR CONCESSION AGREEMENT**

This **First Amendment to Airport Facilities Lease and Rental Car Concession Agreement** is made effective this January 29, 2020, by and between the Grand Junction Regional Airport Authority ("Authority") and, The Hertz Corporation D.B.A. Hertz and Dollar Rent A Car ("Concessionaire").

Recitals

WHEREAS, on May 1, 2015, the parties entered into the Airport Facilities Lease and Rental Car Concession Agreement ("Agreement");

WHEREAS, the Agreement is scheduled to terminate on April 30, 2020; and

WHEREAS, the parties mutually wish to extend the term of the Agreement.

THEREFORE, in consideration of the agreements set forth herein, as well as for other good and valuable consideration, the parties agree as follows:

Agreement

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2. The first sentence of Section 41 (Renewal) is hereby amended to read as follows (retaining the remainder of the provision):

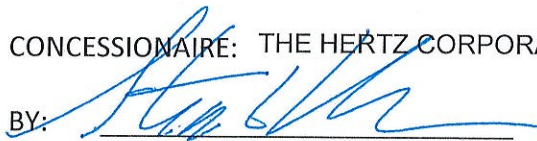
Concessionaire understands and agrees that, at the termination of the subject concession term on April 30, 2022, Concessionaire shall have no guaranteed right of renewing its Airport rental car concession operating rights.

3. All terms and conditions of the Agreement not explicitly amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Agreement on the date set forth below their signatures.

CONCESSIONAIRE: THE HERTZ CORPORATION

BY:



Date: March 4, 2020

Name Stephen A. Blum

Title Senior Vice President, Real Estate & Facilities

AUTHORITY:

BY:

Angela Padalecki
Executive Director

Date:

**FIRST AMENDMENT TO
AIRPORT FACILITIES LEASE AND
RENTAL CAR CONCESSION AGREEMENT**

This **First Amendment to Airport Facilities Lease and Rental Car Concession Agreement** is made effective this January 29, 2020, by and between the Grand Junction Regional Airport Authority ("Authority") and, Enterprise Leasing Company of Denver, LLC D.B.A. National Car Rental and Alamo Rent A Car. ("Concessionaire").

Recitals

WHEREAS, on May 1, 2015, the parties entered into the Airport Facilities Lease and Rental Car Concession Agreement ("Agreement");

WHEREAS, the Agreement is scheduled to terminate on April 30, 2020; and

WHEREAS, the parties mutually wish to extend the term of the Agreement.

THEREFORE, in consideration of the agreements set forth herein, as well as for other good and valuable consideration, the parties agree as follows:

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Concessionaire understands and agrees that, at the termination of the subject concession term on April 30, 2022, Concessionaire shall have no guaranteed right of renewing its Airport rental car concession operating rights.

3. All terms and conditions of the Agreement not explicitly amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Agreement on the date set forth below their signatures.

CONCESSIONAIRE:

BY: S. STA
Name S. Steve Topalian
Title VP/GM

Date: 2/1/20

AUTHORITY:

BY: _____
Angela Padalecki
Executive Director

Date: _____

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Commercial Carpet Cleaner		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board authorize the Executive Director to sign the attached quotation for the purchase of one Advance ES4000 Total Carpet Care Systems as quoted by Sanitary Supply.		
SUMMARY:	Currently the passenger terminal is undergoing flooring renovations that are significantly reducing the amount of tiled flooring in the building. The majority of the tile is being replaced with carpet. Staff has solicited quotations for a ride-on style carpet maintainer. The quotations received ranged from \$15,970.96 to \$20,650.00. This style of machine not only vacuums the carpet but has the versatility of being capable of performing deep cleaning carpet extractions. \$17,500 was included in the 2020 budget for this item.		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	\$15,970.96		
ATTACHMENTS:	Quotation		
STAFF CONTACT:	Ben Peck bpeck@gjairport.com (970) 248-8589		

Estimate

Sanitary Supply Corp., Inc.

Sanitary Supply Corp., Inc.
787 22 Road
Grand Junction, CO 81505
Phone: 800.893.0488
Email: customerservice@sanitarysupplycorp.com
Website: www.sanitarysupplycorp.com

Order #	Date
139481	03/09/2020



Bill To:
Grand Junction Regional Airport Manuel Meastas 2828 Walker Field Drive, Suite 301 Grand Junction, CO 81506

Ship To:
Manuel Meastas 2828 Walker Field Drive Call Manuel @ (970) 261-5903 upon arrival Grand Junction, CO 81506

Customer: Grand Junction Regional Airport Authority

Contact: Grand Junction Regional Airpor

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
gmedina-m	Net 20	Origin	Best Carrier	Wednesday	02/18/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Misc. Sale	56344204 - Clarke, Advance, Advance ES4000 Total Carpet Care System, Four 312 Ah maint-free (AGM) batteries, onboard charger and brushes, 56344204. sold as each	\$15,970.96	1 ea	\$ 15,970.96

To accept this quotation, please sign here and return:

Signature: _____

Date: _____

Subtotal:	\$15,970.96
Sales Tax:	\$0.00
Total:	\$15,970.96

**Doing business with Sanitary Supply Corp means accepting our policies.
You may view them at our website: <https://www.sanitarysupplycorp.com/t-policies.aspx>

Grand Junction Regional Airport Authority

Agenda Item Summary:

TOPIC:	Rates and Charges Amendments		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Resolution 2020-003 which amends the Airport's Rates and Charges to be effective April 1, 2020.		
DISCUSSION:	<p>The proposed change to the Airport Rates and Charges is to update the rates applicable to the rental car service area rent rates per the terms of the rental car agreements which allows for a consumer price index (CPI) adjustment annually.</p> <p>The revised monthly service and building area ground rate is \$0.1965 and \$0.4142 per square foot respectively. These rates proposed in the resolution were calculated using a 12-month CPI adjustment of 1.76%.</p> <p>The applicable agreement language is as follows:</p> <p><i>5.2.2 Effective April 1 of each calendar year that this Agreement is in effect, the rental rates for the service area and improvements located thereon, shall be adjusted by the increase or decrease in the Consumer Price Index, using the US City Average for all urban consumers ("CPI-U"), all items index, set forth in the October to October report published by the US Department of Labor, Bureau of Labor Statistics, for the twelve-month period ending in the calendar year immediately preceding the calendar year in which the annual cost-of-living adjustment is to be made. If the CPI-U index is no longer published by the US Department of Labor, the parties shall use the US Department of Labor index or report most closely approximating the CPI-U. Provided however, that in any year in which the rental rate for the office/counter area has been increased to match the rental rate being charged to commercial air carriers, in accordance with paragraph 5.2.1 above, the adjustment described in this paragraph based on changes in the Consumer Price Index shall not be made for such year.</i></p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	The CPI increase will increase the annual rent by approximately \$970		
ATTACHMENTS:	Board Resolution 2020-003 – Rates and Charges		
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com		

**RATES & CHARGES
GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, COLORADO**

Declaration of Authority/Applicability of Rates & Charges

The Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”). GJRAA is hereby re-issuing its “Rates & Charges” applicable to various users of the Airport including, but not limited to, Aircraft landing at and taking off from the Airport, Aircraft Ground Service Operators, Ground Transportation Operators, Rental Car Concessionaires, and Off-Airport Delivery Service Operators accessing the Airport, Fuel Providers, and other Users of the Airport facilities, supplies and services (hereinafter collectively referred to as “Users”).

These Rates & Charges supersede all previous schedules of Fees & Charges or Rates & Charges promulgated by GJRAA. These Rates & Charges are promulgated pursuant to GJRAA’s regulatory authority under C.R.S. § 41-3-106(1)(h) and proprietary powers recognized under 49 U.S.C. § 40116(e)(2), and in accordance with Federal Aviation Administration (“FAA”) orders, policy statements and guidance pertaining to the implementation, modification, and enforcement of airport Rates and Charges. GJRAA may amend the Rates & Charges from time to time.

All GJRAA Rates & Charges shall be set and applied on a fair, reasonable and not unjustly discriminatory basis in accordance with all applicable FAA Grant Assurances, including the obligation under Assurance 24 to “maintain a fee and rental structure for facilities and services at the airport which will make the airport as self-sustaining as possible.” All GJRAA revenues generated from the Rates & Charges shall be used for airport purposes in accordance with 49 U.S.C. § 47107 and § 47133.

GJRAA is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all GJRAA Rates & Charges, it is the intent of the GJRAA to review the Rates & Charges document on an annual basis. The review of the Rates & Charges of GJRAA may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for previous fiscal years, market comparisons of rates and charges of other airports and entities, and the mission, goals, and objectives as contained in the GJRAA Mission Statement and annual budget and planning documents.

I. General Requirements

Unless otherwise expressly specified in a written agreement between GJRAA and a User or any other Person affected by these Rates & Charges, the following terms and conditions shall apply to all operations at the Airport:

Payment of Rates and Charges

All payments due GJRAA pursuant to these Rates & Charges shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive Ste. 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Books and records

Users shall maintain full and accurate books of account and records from which the Rates & Charges owed GJRAA hereunder can be determined, according to standard and accepted accounting practices. Said books and records shall be maintained for a period of at least thirty-six (36) months, or for such longer period of time as GJRAA may request in writing.

Audits

GJRAA reserves the right to conduct audits of a User's books of account and records at any time during normal weekday business hours, upon reasonable notice, for the purpose of determining whether the User's Rates and Charges were properly calculated and remitted to the GJRAA. In performing said audits, GJRAA shall be entitled to review (and the User's involved shall be obligated to provide to GJRAA) all of the books of account and records that the User is obligated to maintain pursuant to these Rates & Charges, as well as all other documents and files in that User's possession, custody, or control that GJRAA requests at the User's expense. Should the User fail to maintain the books of account and records required to be maintained pursuant to these Rates & Charges, or should that User fail to permit GJRAA or its auditor to review its books and records, and other documents and files, such conduct shall be considered a failure to perform obligations under these Rates & Charges, and GJRAA shall be entitled to exercise any and all remedies set forth in this Part I. If any audit shows that monies that should have been paid to GJRAA were understated or underpaid for the audit period involved, the User shall, within thirty (30) days notice of any such deficiency, pay to GJRAA the full amount underpaid, plus three percent (3%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of the underpayment exceeds two percent (2%) of the total amounts owing to GJRAA for the audit period involved, the User in addition to paying the GJRAA the underpayment owed, shall reimburse GJRAA for the entire cost of the audit. If the audit discloses overpayment of the monies owed to GJRAA hereunder, GJRAA shall refund the amount of overpayment within thirty (30) days of said audit.

Remedies upon Failure to Perform Obligations

If a User or any other Person affected by these Rates & Charges fails to timely pay any rates (or fees), charges, or other monies owed, or to timely perform any obligation required under these Rates & Charges, GJRAA may utilize any one or more of the following remedies:

- ➔ GJRAA may seek specific performance in a court of competent jurisdiction.

- ➔ GJRAA may recover all damages incurred by GJRAA, including incidental damages, consequential damages, and attorney's fees.
- ➔ GJRAA may utilize a portion, or all, of any security deposit provided by a User or other Person involved to remedy the violation and to reimburse GJRAA for any damages, including attorney's fees and other expenses of collection GJRAA has sustained. In such event, the User or other Person involved shall not be permitted to resume its Airport operations or use Airport facilities for commercial purposes until such time as it furnishes another security deposit that satisfies the requirements of these Rates & Charges.
- ➔ GJRAA may terminate the Airport operating, use, or fuel providing privileges, or any other privileges extended to or of the non-complying User. If its operating, use, or fuel providing rights are terminated, the User involved shall continue to be liable for the performance of all terms and conditions, and the payment of all monies owed hereunder, prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by GJRAA as a result of any violation.
- ➔ GJRAA may utilize any other remedy provided by law or equity as a result of said violations.

Hold Harmless

Users and all other Persons affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be responsible for indemnifying and holding harmless GJRAA, its board members, officers, agents, and employees, from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including attorney's fees, incurred by or asserted against GJRAA, its board members, officers, agents, and employees, by any Person or entity whatsoever, resulting from the acts, omissions or wrongful conduct of that User, Person, or such entity's board members, officers, partners, employees, agents, representatives, contractors, subcontractors, customers, attest, invitees, or any third party acting under its direction or control.

Airport Damage

Users and all other Persons affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be liable for any damage to the Airport, caused by the User or Person involved, and/or its board members, officers, partners, agents, employees, representatives, contractors, subcontractors, customers, guests, invitees, or other parties acting under its direction and control, ordinary wear and tear excepted. All repairs shall be made by GJRAA, at the responsible party's expense.

Interest

Any rates, charges, and other monies owed to GJRAA not paid when due are subject to interest at the rate of three percent (3%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

Attorney's Fees and Costs

Should a User or any other Person affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) violate the terms of these Rates & Charges, that User or Person shall be responsible for reimbursing GJRAA for all reasonable attorney's rates, costs, and other expenses incurred by GJRAA in enforcing its rights as a result of said violation.

Jurisdiction and Venue

Exclusive jurisdiction and venue for any litigation to enforce or interpret the provisions of these Rates & Charges shall be in the State of Colorado Municipal, County, and District Courts, located in Mesa County, Colorado, or in the United States District Court for the District of Colorado.

Prevailing Terms

Should there be any inconsistency between the terms of these Rates & Charges and any other agreement entered into between GJRAA and the User or any other Person affected by these Rates & Charges, the terms of the written agreement entered into between the parties shall prevail.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft Landing Weight	\$1.95/1,000 lbs.
Commercial Non-Signatory Aircraft Landing Weight	\$3.80/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- A full landing fee will be charged for Ferry Flights landing at the Airport, and for unscheduled landings of aircraft originating from another airport and diverted to the Grand Junction Regional Airport due to weather, mechanical, or other reasons other than declared emergencies.
- A one-half (½) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.

Joint Use Space Fees

Aircraft Operators that utilize the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building in a particular month shall pay their pro rata share of the 26,488 total square feet at a cost of \$37.54 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Aircraft Operators that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$37.54 per square foot per year.

Non-Participating Airline Space Fees

Aircraft Operators whose Enplaned Passengers are not required to be screened by the Transportation Security Administration at the Airport, and therefore are not similarly situated to an Aircraft Operator making use of the passenger and baggage security screening facilities at the Airport are considered a Non-Participating Airline ("NPA"). In lieu of a per square foot rent for use of the Airport terminal building, NPA's shall pay a per enplaned passenger fee of \$3.55 per enplaned revenue passenger.

Other Fees

- **Loading Bridge** - \$8.04 fee per turn. A 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”.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

B. Reports/Billing

On or before the 10th of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport administration offices such reports of the preceding month’s activities as GJRAA may request to enable GJRAA to compute the rates (also referred to, in some cases, as fees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The reports shall be attested to as correct to the best of the signer’s knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery.

The reports shall be submitted in a format provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the reports, or for additional information from the Aircraft Operator or Aircraft Ground Service Operator for Airport marketing, statistical, fee-setting, or other purposes. **Note: Reports not submitted by the end of the 10th of each month may be subject to a \$100 per day late fee.**

III. Ground Transportation Operators and Off-Airport Delivery Service Operators

Ground Transportation Operators (shall include all bus (excluding Grand Valley Transit), shuttles, courtesy vehicles, taxi, transportation network companies, sightseeing tours, etc.)

Ground Transportation Operators shall pay GJRAA the following fee:

Number of Seats	Trip Fee
1-8	\$2.50
9-15	\$3.75
16+	\$8.00

Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a per trip fee equal to 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid monthly, unless other payment arrangements are made between the Operator and GJRAA. Hotel/Motel Courtesy Vehicle Operators shall only pick up and drop off at the Airport the patrons of their respective hotels/motels, and not persons who are not patrons of their hotels/motels.

Off-Airport Parking Providers

Each Off-Airport Parking Provider shall pay GJRAA a monthly fee equal to 10% of monthly gross revenues. This applies to all hotel/motel operators offering parking to guests or non-guests of the hotel/motel for a fee in addition to the cost of a nightly room rate. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Off-Airport Delivery Service Operators

Each Off-Airport Delivery Service Operator shall pay GJRAA two hundred dollars (\$200) per company annually for unlimited service from the Airport (paid in advance of the Off-Airport Delivery Service operating any vehicle at the Airport). If airport access commences during the annual permit cycle, the Off-Airport Delivery Service Operator shall pay the full amount of the annual fee regardless of the date it seeks to secure the annual permit. The term of the annual permit is for a calendar year. Each Off-Airport Delivery Service Operator paying on an annual basis shall pay the applicable fee in advance.

Compliance

Failure to comply or to operate without a permit may result in a \$100 fine.

B. Miscellaneous Provisions Applicable to Ground Transportation Operators and Off-Airport Delivery Service Operators

No Diversion of Passengers

Ground Transportation Operators and Off-Airport Delivery Service Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer or item to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator or Off-Airport Delivery Service Operator shall not instruct a customer to utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer or item at a hotel/motel off of Airport property to avoid paying fees. A Ground Transportation Operator or Off-Airport Delivery Service Operator shall not instruct a potential customer to utilize a taxicab, limousine, or other form of public transportation, and offer to reimburse the customer for the cost of said transportation, in order to pick-up the customer or item at a location off of Airport property.

Signage

Ground Transportation Operators and Off-Airport Delivery Service Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator or Off-Airport Delivery Service Operator involved, and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation or off-airport delivery services to the Airport.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel Providers shall pay a fuel flowage fee to GJRAA on all fuel sold at the Airport to military, government and general aviation aircraft fuel purchasers. Unless specified in an airline operating agreement, Part 121 and Part 135 Commercial Aircraft Operators operating out of the terminal building are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Type	Full Service FBO	Self Service Commercial Operator	Self-Fueler
Avgas	\$0.1017	\$0.1017	\$0.1017
Jet A	\$0.1017	\$0.1017	\$0.1017
Military	\$0.1017	\$0.1017	\$0.1017

The Fuel Provider shall be deemed to owe its fuel flowage fee to GJRAA on the date the fuel is delivered by the Fuel Provider to the fuel purchaser involved, regardless of when or whether that fuel purchaser subsequently pays for said fuel. The Fuel Provider shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which a fuel sale is deemed to occur.

B. ARFF Standby Services for “Rapid Refueling” Operations

Fuel Providers shall pay GJRAA one hundred \$120 per hour, billable in 15 minute increments per rescue truck providing coverage for any requested Aircraft Rescue Firefighting (ARFF) standby services associated in any way whatsoever with the fueling of an aircraft while that aircraft’s engine(s) is/are in operation (“rapid refueling”). The ARFF Standby Service charge **begins** when the rescue truck leaves the ARFF bay, or from the current location of the rescue truck if not in the ARFF bay. The ARFF Standby Service charge **terminates** when the rescue truck has returned to the ARFF bay, or back to the original location of the rescue truck if not in the ARFF bay.

C. Rental Car Fuel Station Fees

Rental Car Fuel Station Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon, to be consistent with local gas station prices.

V. Leases of Airport Property

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space will pay \$30.30 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees.

Rental Car Service Area

4/1/20 – 3/31/21 <i>Cost per sq. ft. per month</i>	
Ground	\$0.1965
Building	\$0.4142

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

Includes Criminal History Records Check (“CHRC”) fingerprinting, Security Threat Assessment (“STA”), photo, paperwork, required training class and identification media badge.

Initial Issue

With fingerprint processing\$85.00

Without fingerprint processing\$35.00

Renewal

With fingerprint processing\$55.00

Without fingerprint processing\$25.00

AOA Badges:

Includes STA, photo, paperwork, required training class and identification media badge.

Initial Issue.....\$35.00

Renewal.....\$25.00

Change from AOA Badge to SIDA Badge

With fingerprint processing\$50.00

Without fingerprint processing\$0.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$100.00

Lost badge - 1st replacement \$35.00

Lost badge - 2nd replacement \$70.00

Lost badge - 3rd replacement..... \$210.00

Airport will review costs for card issued after 3rd replacement.

Keys

Initial Issue.....\$10.00

Replacement- If broken.....\$10.00

Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).

B. Airport Parking Violations:

	Fine paid within 14 days	Fine paid after 14 days
Parking Violation	\$25	\$40
Handicap Parking Violation	\$75	\$125

Payments of parking violations are made directly to Clancy Systems International, Inc. Payment of tickets can be made through mail by check, or online by check or credit card (Visa or MasterCard).

C. Terminal Parking:

30 minutes or less	FREE
More than 30 minutes	\$1.00 each additional 30 minutes
24 hour maximum	\$10.00

D. Internet and Phone Service:

Service Provided	Monthly Fee
Internet	\$75
Telephone	\$30

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$70
Level 2	\$50
Level 3	\$30

F. Monthly Aircraft Tie-Down Fee on Designated GJRAA Maintained Ramp:

Aircraft less than 12,500 pounds - \$60 per month

G. Colorado Open Record Request (CORA)

CORA items are subject to a rate of \$20 per hour (15-minute increments) of staff time and \$0.25 per page of copied materiel. Payment is required prior to release of CORA items.

The Rates & Charges is hereby approved and adopted, after public notice and opportunity for comments, by the Grand Junction Regional Airport Authority and made a part of the public records of the Grand Junction Regional Airport Authority.

ADOPTED this **17th** day of **December, 2019**

Tom Benton, Chairman

ATTEST:

Joe Burtard, Clerk

Board Members Voting Aye:

Those Voting Nay:

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Amend Executive Director's Employment Contract		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	The Board may approve, deny or modify the proposed Amendment.		
SUMMARY:	The Board conducted the Executive Director's annual review and directed that an amendment to the Executive Director's Employment Contract be prepared for consideration at the March regular meeting of the Board. As presented the amendment increases the Executive Director's annual salary from \$164,320 to \$170,070 with an effective date of January 8, 2020 and provides for a one-time bonus of \$800 (1/2% of the respective annual salary for 2019). This is in alignment with the 2020 budgeted salary increase of 4% for airport staff.		
REVIEWED BY:	Board Chair and Legal Counsel		
FISCAL IMPACT:	\$6,550		
ATTACHMENTS:	Amended Executive Director's Employment Contract		
STAFF CONTACT:	Karl Hanlon Legal Counsel Email: kjh@mountainlawfirm.com Office: 970-945-2261		

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (hereinafter “Agreement”) is made this 24th day of March 2020, by and between the Grand Junction Regional Airport Authority (hereinafter “Employer” or the “Authority”), and Angela Padalecki (hereinafter “Employee”) and collectively both will be referred to herein as “the Parties.”

WHEREAS, the Authority and Employee entered into an Employment Agreement dated December 12, 2017 and with an effective date of January 8, 2018 and was amended by the First Amendment to the Employment Agreement dated April 16, 2019 effective January 8, 2019; and

WHEREAS, Section 4 of the Employment Agreement provides “Employee’s salary will be reviewed annually and may be adjusted as determined by the Authority based on her performance, economic conditions, or other factors as may be determined in the sole discretion of the Authority”; and

WHEREAS, the Authority desires to increase the Employee’s salary, as of January 8, 2020; and

WHEREAS, the Parties hereto amend said Agreement to set forth certain understandings regarding the services in writing.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Section 4 of the Employment Agreement is amended as follows:

“SECTION 4: COMPENSATION

The Authority agrees to pay Employee an annual salary of \$170,070.00 effective January 8, 2020 for her services rendered under this Agreement payable on the same payroll schedule as other Authority employees. For the outstanding performance during the time period of January 8, 2019 to January 7, 2020 Employee shall be paid a one-time bonus of \$800 (1/2% of the respective annual salary for 2019).

2. All other terms and conditions of the Employment Agreement effective January 8, 2018, shall remain unchanged.

IN WITNESS WHEREOF, the Authority has caused this Second Amendment to Employment Agreement to be signed and executed on its behalf by its Chairman and Angela Padalecki has signed and executed this Second Amendment to Employment Agreement in duplicate.

EMPLOYER:

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By: _____
Tom Benton, Chairman
Grand Junction Regional Airport Authority

EMPLOYEE:

Angela Padalecki

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	COVID-19 Related Matters		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input checked="" type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Discuss impacts of COVID-19 and take any necessary action to keep the Airport running efficiently during this crisis.		
SUMMARY:	Board discussion on the current and potential impacts of COVID-19. Preparing Board to take necessary action to protect the operational integrity of the Airport.		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	N/A		
STAFF CONTACT:	Angela Padalecki (970) 244-9100 apadalecki@gjairport.com		