

**Grand Junction Regional Airport Authority**



**Date: April 16, 2024**

**Location:**

GRAND JUNCTION REGIONAL AIRPORT  
2828 WALKER FIELD DRIVE  
GRAND JUNCTION, CO 81506  
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

**or**

Electronic Meeting

Link: <https://us02web.zoom.us/j/81643708297?pwd=LOVBeTEzV0RuSVc1c25wS1Rha1RSZz09>

Time: 11:30 AM

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**REGULAR MEETING AGENDA**

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- 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 (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. Executive Session**

- A. Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Executive Director’s annual review, and employment contract.

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**April 16, 2024**

## VII. Consent Agenda

- A. [March 12, 2024 Meeting Minutes](#) 1
  - Approve the March 12, 2024 Board Meeting Minutes.
- B. [General Counsel Engagement Letter – Daniel S Reimer LLC](#) 2
  - Approve engagement letter for Daniel S Reimer LLC to provide representation as general counsel to the Grand Junction Regional Airport Authority.

## VIII. Action

- A. [Recommendation of Award Security Guard Services](#) 3
  - Approve the selection of Aquila Protective Services (APS) to provide security guard services for the Grand Junction Regional Airport and authorize the Executive Director, or her designee, to execute a contract agreement with APS for a term of three years with two, one-year extension options.
- B. [Instrument of Release for 27.25 Road](#) 4
  - Approve the Instrument of Release and authorize the Executive Director to sign, in substantially the form as attached
- C. [Special Warranty Deed Conveying Property to City of Grand Junction](#) 5
  - Approve the Special Warranty Deed and authorize the Executive Director to sign, in substantially the form as attached
- D. [FAA Reimbursable Agreement Temporary Navigational Aid Design and Construction associated with the Runway 12/30 Relocation Amendment](#) 6
  - Amend the previously approved Agreement AJW-FN-WSA-22-NM-005067 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement to a revised amount of \$857,338.42 from the previously approved amount of \$538,630.26.
- E. [Executive Director Employment Contract Amendment](#) 7
  - Approve the proposed fifth amendment to the Executive Director’s Employment Agreement

## IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. [Finance and Activity Report \(Jennifer Kroecker\)](#) 8
- C. CIP Update (Colin Bible)

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

**XI. Adjournment**

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***April 16, 2024***



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**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
March 12, 2024

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**REGULAR BOARD MEETING**

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**I. Call to Order**

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on March 12, 2024 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b> Tom Benton (Chairman) Linde Marshall (Vice Chairman) Ron Velarde Thaddeus Shrader Randall Reitz Cody Davis Chris West</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Jennifer Kroeker Dylan Heberlein Kristina Warren Ben Peck Cameron Reece (Clerk) Dylan Peterson</p>	<p><b><u>Guests:</u></b> Jeremy Lee, Mead and Hunt Brad Rolf, Mead and Hunt Scott Sweeney, West Star Aviation Sandra Zoldowski, Horizon Drive District Erling Brabaek</p>
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**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner West made a motion to approve the March 12, 2024 Board Agenda. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

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

*Commissioner Reitz commented and announced that he will be stepping off the board in May due to meeting time conflicts.*

*Commissioner Benton commented and thanked operations staff for their hard work for their snow removal efforts.*

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

*Erling Brabaek, Director of flight operation for Western Slope Auto, commented on the proposed rates and charges on the agenda. Mr. Brabaek commented on the airport's fuel flowage fee and cited other airports fuel flowage fees in comparison. Mr. Brabaek asked commissioners to consider lowering the fuel flowage fee.*

*Scott Sweeney, General Manager of West Star Aviation commented and thanked commissioners for considering lowering the military fuel flowage fee which will enable a better chance to continue to renew the refueling contract with the government.*

#### **VI. Consent Agenda**

##### **A. February 13, 2024 Meeting Minutes**

Approval of February 13, 2024 Board Meeting Minutes

##### **B. Title VI Non-Discrimination Policy**

Adopt the Title VI Non-Discrimination Policy

##### **C. 2024 Airport Goals**

Adopt the 2024 Goals for the Grand Junction Regional Airport.

*Commissioner Marshall made a motion to approve the Consent Agenda. Commissioner Davis seconded the motion. Voice Vote: All Ayes; motion carries.*

#### **VII. Action**

##### **A. Resolution No. 2024-02: Rates and Charge**

*Adopt Resolution No. 2024-02: Rates and Charges, effective May 1, 2024*

*Commissioner West made a motion to Adopt Resolution No. 2024-02: Rates and Charges, effective May 1, 2024. Commissioner Reitz seconded the motion. Roll Call Vote: Commissioner Davis, yes; Commissioner West, yes; Commissioner Shrader, yes; Commissioner Reitz, yes; Commissioner Benton, yes; Commissioner Velarde, yes; and Commissioner Marshall, yes. The motion carries.*

#### **VIII. Staff Reports**

A. Executive Director Report (Angela Padalecki)

B. Finance and Activity Report (Jennifer Kroeker)

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

**X. Executive Session**

*Commissioner Marshall made a motion to move into Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Executive Director’s annual review, and employment contract. Commissioner Reitz seconded the motion. Voice Vote: All Ayes; motion carried.*

*Commissioner Reitz made a motion to move from Executive Session back into a public meeting. Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carried.*

**XI. Adjournment**

The meeting adjourned at approximately 1:20pm

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

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Tom Benton, Board Chairman

**ATTEST:**

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Cameron Reece, Clerk to the Board

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	General Counsel Engagement Letter – Daniel S Reimer LLC		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve engagement letter for Daniel S Reimer LLC to provide representation as general counsel to the Grand Junction Regional Airport Authority.		
SUMMARY:	<p>Dan Reimer has served as General Counsel to the Airport Authority since 2020. He represents the Airport Authority in all matters, except employment and specific lawsuits that are handled by outside litigation counsel. As a practical matter, Mr. Reimer serves as an extension of staff and works closely and regularly with Airport Staff and the Board to advise on legal and regulatory matters.</p> <p>The Airport Authority contracted with Daniel S Reimer LLC through a three-year professional services agreement that expired in December 2023. Based on Airport Staff’s satisfaction with Mr. Reimer’s legal services, Staff recommends executing an engagement letter that can be terminated by the Airport Authority at any time but does not otherwise include a specific term. This is consistent with Daniel S Reimer LLC’s other airport engagements.</p> <p>Services provided will be billed at the hourly rates defined in the engagement letter. Mr. Reimer’s rate for legal services will remain the same as under the prior professional services agreement.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	\$6,800 per month [Note: This reflects the average monthly invoices during the three-year term of the prior professional services agreement (2020 – 2023)]		
ATTACHMENTS:	Daniel S Reimer LLC Engagement Letter		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gairport.com">apadalecki@gairport.com</a> Office: 970-248-8588		

March 30, 2024

Tom Benton, Chair  
Grand Junction Regional Airport Authority  
2828 Walker Field Drive, Suite 301  
Grand Junction, Colorado 81506

Dear Chair Benton,

This engagement letter sets forth the terms by which Daniel S Reimer LLC (“DSR LLC”) will provide legal representation to the Grand Junction Regional Airport Authority (“Authority”) in connection with the governance, management, operation, development and improvement of the Grand Junction Regional Airport (“Airport”).

The effective date of this engagement letter is January 1, 2024.

**Scope.** The scope of this representation is limited to areas within DSR LLC’s experience and expertise, which includes matters of federal and state law and policy that dictate, guide or influence the Authority’s ownership and operation of the Airport. This includes federal statutes, regulations, orders, policies and the terms and conditions of contracts issued by the Federal Aviation Administration and Transportation Security Administration. The scope further includes legal standards under the U.S. Constitution and common law that similarly affect the ownership and operation of airports.

DSR shall provide those specific services as requested by the Authority and generally consistent with the role of special counsel to a special-purpose airport owner such as the Authority, excluding advice and counsel on matters of employment law. Services shall be performed exercising the standard of care for similar attorneys representing similar clients and further shall be performed in accordance with the Colorado Rules of Professional Conduct.

**Client and Client’s Authorized Representative.** The client for purposes of this engagement and the attorney-client relationship is the Grand Junction Regional Airport Authority and not any member of its governing body, management or staff. DSR LLC’s contractual and ethical obligations shall extend to the Authority as a distinct legal entity, and DSR LLC shall not represent any member of the governing body, management or staff in their individual capacity. Notwithstanding the foregoing, I understand that the Executive Director will be authorized to direct the services to be performed hereunder. DSR LLC further shall notify the Board of Directors and Executive Director of any information concerning pending or threatened litigation, unasserted claims and similar matters that may give rise to liability exposure of a material nature.

**Documents Prepared by DSR LLC.** DSR LLC shall provide the Authority with a copy of all pleadings, briefs, interrogatories, requests for admission, requests for production of documents, memoranda, orders and judgments of a court or arbitrator, contracts, agreements,

correspondence or other documents prepared by DSR LLC. The Authority shall have final authority over the use of all documents prepared by the DSR LLC on the Authority's behalf.

This engagement does not confer upon DSR LLC the right to bind the Authority on any contractual matters. Final approval of all contractual matters that purport to obligate the Authority must be executed by the Authority.

**Payment.** DSR LLC will provide itemized invoices to the Authority by the fifth day of each month for fees and expenses incurred in the prior month, containing daily detail of the work performed. As a limited exception, DSR LLC will include expenses in the next regular invoice should the receipt or written support for the expense not be immediately available. Payment will be expected within thirty (30) days by check, wire transfer, credit card, or Automated Clearing House (ACH) transfer.

Rates for this representation have been established in conformance with Rule 1.5 of the Colorado Rules of Professional Conduct adopted by the Colorado Supreme Court. Daniel Reimer's rate for this representation is \$300 per hour, billed in increments of one-quarter hour (and truncated to the nearest quarter-hour). DSR LLC represents that this rate reflects the lowest hourly rate currently offered to any DSR LLC client.

DSR LLC has available to it two additional attorneys who serve as independent contractors: Tom Devine and Lisa Rorden. Mr. Devine and Ms. Rorden may be called upon, with the Authority's concurrence, to assist in tasks and matters performed under this engagement letter. Tom Devine's rate for this representation is \$350 per hour. Lisa Rorden's rate for this representation is \$225 per hour. Legal services provided by these independent contractors shall comply with all terms and conditions of this engagement letter. DSR LLC shall include fees and any expenses of the independent contractors directly in the DSR LLC invoice submitted to the Authority.

Necessary and incidental expenses will be billed to the Authority at their actual rate, without markup. DSR LLC will not charge for telephone, copying and similar expenses. DSR LLC will not charge for travel time not spent actively working on Authority matters. To the extent that any formula is used to calculate the Authority's portion of an expense (e.g., for subscription-based online legal research), DSR LLC will explain in writing the manner in which the formula is calculated and the basis for the Authority's allocated share of the expense.

Rate adjustments must be approved in advance by the Authority.

Disputes as to the reasonableness of fees and expenses charged by DSR LLC will be submitted to arbitration by the Colorado Bar Association Legal Fee Arbitration Committee, or another arbitrator agreed to by the parties.

**Insurance.** DSR LLC shall maintain lawyers professional liability insurance throughout the term of this engagement in the amount of no less than \$1,000,000 per claim and \$1,000,000 aggregate, including data compromise and cyber coverage. This obligation is intended to survive the termination of this engagement for a period of no less than five years.

**Conflicts.** DSR LLC is not aware of any conflicts of interest that may preclude representation of the Authority on any matter concerning the Airport. DSR LLC maintains as clients other owners and operators of public use and commercial service airports in the United States. The parties acknowledge that these representations do not, standing alone, constitute a conflict of interest.

DSR LLC will include the Authority, City of Grand Junction, Mesa County and the Airport in its list of clients for purposes of new client intake and conflict check, and will notify the Authority promptly of any potential representation that may require a conflict waiver from the Authority.

**Withdrawal and Termination.** The Authority maintains the right to terminate DSR LLC from any further representation of the Authority for cause or convenience upon reasonable written notice. DSR LLC reserves the right to withdraw from its representation of the Authority for good cause, on no less than thirty (30) days' written notice except in the event of an emergency, including when withdrawal is required or recommended in furtherance of DSR LLC's ethical obligations under the Rules of Professional Conduct and for the Authority's persistent failures to pay DSR LLC's invoices.

In the event of withdrawal or termination initiated by DSR LLC or the Authority, DSR LLC will endeavor to close out tasks in an orderly fashion, to promptly return any documents requested by the Authority, and to submit a final invoice.

**Confidentiality and Open Records.** DSR LLC will, at all times, comply with its ethical obligations of confidentiality to the Authority in accordance with the Rules of Professional Conduct. At the same time, the Authority is a public entity subject to disclosure obligations under Colorado law and may be subject to discovery obligations in connection with court and administrative proceedings. DSR LLC will not disclose any document or information to any third party without the Authority's approval. Further, DSR LLC will not provide comments to, or speak on behalf of the Authority, to the media or any third party without the Authority's approval.

**Nondiscrimination.** During the performance of this engagement, DSR LLC agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252); 49 CFR part 21; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*) and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); the Airport and Airway Improvement Act of 1982 (49 USC § 47123); the Civil Rights Restoration Act of 1987 (PL 100-259); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*) as implemented by 49 CFR parts 37 and 38; the Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123); Executive Order 12898; Executive Order 13166; and Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 *et seq.*).

This agreement shall remain in full force and effect unless amended in writing by the parties or terminated as provided herein.

I look forward to continuing to provide legal services to the Authority and advance the interests of the Airport.

Sincerely,

*Daniel S Reimer*

Dan Reimer  
Daniel S Reimer LLC

Agreed and Accepted:

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Tom Benton, Chair  
On Behalf of the Grand Junction Regional Airport Authority

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

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TOPIC: Recommendation of Award Security Guard Services

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PURPOSE: Information  Guidance  Decision

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RECOMMENDATION: Approve the selection of Aquila Protective Services (APS) to provide security guard services for the Grand Junction Regional Airport and authorize the Executive Director, or her designee, to execute a contract agreement with APS for a term of three years with two, one-year extension options.

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SUMMARY Since March of 2020, the Authority has been under contract with G4S/Allied Universal to perform security guard services at the Airport. This coverage included staffing during times that the terminal is open (4 am to midnight). In procuring a new contract, staff sought to improve overall security at the Airport and worked with local law enforcement to inform its approach and strategy. Improvements include expanding coverage to 24 hours per day and adding a vehicle to enable a broader patrol area.

A Request For Proposal was published on February 23, 2024 and closed March 15, 2024. Eight different firms submitted proposals. An evaluation committee of four staff reviewed the proposals and scored them based on:

- Demonstrated experience on similar contracts;
- Extent of understanding of the Scope of Services and associated regulatory framework;
- Qualifications of personnel proposed to perform the services;
- Rigor and demonstrated effectiveness of company training programs, requirements, and management practices;
- Proposed pricing for the services provided;
- Ability to provide the services described as “Securing Unchecked Firearms” at the passenger/baggage screening areas with adequately trained personnel and in a cost effective manner; and
- Ability to provide a vehicle meeting specific criteria in a cost effective manner.

Once reviewed, staff met with the three companies who scored highest, finalized their evaluations, and made their recommendation to Executive Director Angela Padalecki. With her concurrence, staff recommends the Board approve the attached contract with Aquila Protective Services (APS) to provide security guard services at the Airport.

The new contract with APS will begin on or after May 1, and has an initial contract term of 3 years with 2, 1-year extension options.

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The proposed rate for the first year is \$32.99/hour; this is almost flat with our current rate of \$33.68. The proposal includes 3% annual increases for the second and third years of the contract.

Since June 1, 2020, a portion of the Airport’s eligible security guard service expenses were reimbursed by the TSA through the Law Enforcement Officer (LEO) Reimbursement Agreement approved by the GJRAA Board and the TSA. In 2023, the GJRAA was reimbursed for \$68,812 of its \$266,937 security guard expenses. The FY2024 Omnibus Spending Bill approved in March did not include funding for the LEO reimbursement program; the current TSA/GJRAA contract expires April 30, 2024. Airport staff accounted for this risk in the 2024 Airport budget. Summarized below are the 2024 budget and the 2024 forecast for security guard services. 2024 security guard expenses are forecasted to come in approximately \$22K over budget, and contingency will be used to cover the shortfall.

2024 Budget

Budgeted security expense	\$295,606
Budgeted LEO reimbursement	<u>\$43,000</u>
Net budget	\$252,606

2024 Forecast

Forecasted security expense	\$295,175
Forecasted LEO reimbursement	<u>\$20,489</u>
Net forecast	\$274,686

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REVIEWED BY: Finance Manager, Executive Director, and Legal Counsel

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FISCAL IMPACT: See above table

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ATTACHMENTS: Security Guard Services Contract

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STAFF CONTACT: Dylan Heberlein  
Email: [dheberlein@gairport.com](mailto:dheberlein@gairport.com)  
Phone: (970) 248-8596

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## **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES**

This AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES (the “Agreement”) is entered into 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 Aquila Services Corporation (dba Aquila Protective Services), a Wyoming corporation authorized to conduct business in the State of Colorado (“Contractor”) (individually a “Party”, collectively the “Parties”) as of May 1, 2024 (the “Effective Date”).

### **1. Scope of Services**

1.1. The Authority hereby retains the Contractor to provide professional security guard services at the Grand Junction Regional Airport (the “Airport”). Contractor is retained to provide the following services, as well as those consulting services described in the Request for Proposals for Security Guard Services attached hereto as **Exhibit A**, and Contractor’s Proposal, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the “Services”):

- Regular Services. The following services shall be provided by a security guard 24-hours per day, 365 days per year:
  - During the hours when the Airport terminal building is open (roughly 0400 to 0030MT):
    - Conduct continual walking or driving security tours/patrols of the 76,000 square foot Airport terminal building, surrounding property, arrivals/departures curbs, and vehicle parking areas and buildings.
      - The primary purpose of such tours/patrols is to monitor for suspicious behavior, activity, concerns, or physical damage.
    - As part of such patrol of the vehicle parking area, issue parking citations as appropriate.
    - Provide general information to the public (for example, directions to gates, concessions, and services).
    - Staff the TSA exit lanes as needed, ensuring that passengers do not re-enter the sterile area.
    - Provide screening of food, beverages, and products entering the Sterile Area.

- At the request of TSA, respond to any disturbances at the passenger/baggage screening areas, secure unchecked firearms at the checkpoint, or loaded firearms at the appropriate location as designated by the Authority, until local law enforcement can take possession of the firearm.
  - During the hours when the Airport terminal building is closed (roughly 0030 to 0400MT), conduct continual walking security tours/patrols of (i) the aircraft ramp area, including commercial and general aviation ramps, airport perimeter fence, parking lots and terminal building exterior, (ii) airport-owned roadways, and (iii) perimeter gates.
  - During all 24 hours of each shift:
    - Guard Authority property against fire, theft, pilferage, destruction, and vandalism.
    - Ensure that only authorized persons enter restricted areas and respond immediately to any door alarms.
    - Utilize a cell phone and Airport-issued radio to remain in communication with Airport staff.
    - When appropriate or required by the Authority, notify and coordinate actions with the appropriate law enforcement, security, and emergency services agencies, including but not limited to TSA, Grand Junction Police Department, Grand Junction Fire Department, and Airport Aircraft Rescue and Fire Fighting, as defined under the Airport Emergency Plan (AEP).
    - Provide daily, written reports to the Authority summarizing noteworthy occurrences and instances in which law enforcement, security, or emergency services were engaged.
    - Other duties, related to those herein, as may be assigned from time-to-time by the Authority.
- On-Call Services
  - As needed, and based on the availability of Contractor personnel, provide additional security resources to the Authority as requested.

1.2. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein.

1.3. Nothing herein shall prohibit the Authority from (a) contracting with other

contractors, to perform other services not included or listed above; (b) contracting with other contractors with respect to the Services upon the expiration or termination of this Agreement; or (c) determining that some of the above-described Services will not be undertaken by the Contractor.

## **2. Compensation**

2.1. Services to be performed under this Agreement shall be compensated on an hourly basis at the following rates: \$32.99 per hour for an Unarmed Security Officer.

2.2. The rates set forth in this Article 2 shall be in effect regardless of any change to the compensation of personnel assigned to the Airport. However, the rates may be adjusted, by mutual agreement of the Parties and amendment to this Agreement reflecting the same, to fully recover any change in costs mandated by any changes in Federal, State, or local minimum wage laws.

2.3. The cost of the Contractor-provided vehicle is \$1,100.00 per month, which includes all fuel, insurance, and maintenance thereof. Contractor shall include the cost of the vehicle in its monthly invoice to the Authority.

2.4. Other than as set forth in this Article 2 or as otherwise agreed by the parties in writing, Contractor is not entitled to any additional compensation or reimbursement for items such as its overhead, supervisory time, overtime, transportation costs, meals or any other expense in may incur in providing services under this Agreement.

2.5. The Authority agrees that on the following observed holidays, labor hours may be billed at \$51.33 per hour: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2.6. Contractor shall invoice the Authority for Services on the last business day of each month. Invoices shall provide the hourly rates charged for each personnel, and shall specify the dates and times that Regular Services were provided separately from the dates and times that On-Call Services were provided, if both types of services were provided by the Contractor during the relevant invoice period.

2.7. Upon receipt of Contractor's invoice, and provided that such invoice complies with Section 2.5 above, the Authority will pay Contractor on a net thirty (30) day basis.

2.8. Notwithstanding the foregoing, the Authority reserves the right to withhold partial or whole payments to Contractor if Contractor is delinquent in its payments to the Authority for Liquidated Damages as provided in Article 13, or for the overcharging of Services.

### **3. Contractor Obligations**

#### **3.1. General Personnel Requirements.**

- 3.1.1. Contractor shall provide an emergency twenty-four (24) hour contact telephone number to the Authority. The names, titles and phone numbers of the individual(s) to contact for emergency service shall always be kept current and made available to the Authority's Security Coordinator. The emergency service contact may be changed by the Contractor with written notice to, and with approval from, the Authority's Security Coordinator.
- 3.1.2. Contractor personnel shall be strictly impartial with regard to services rendered and shall be polite under all circumstances. There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, national origin or ancestry in the performance of the Services, nor shall Contractor establish or permit any such practice or practices of discrimination or segregation.
- 3.1.3. Under no circumstance shall any employee or representative of the Contractor be loud or boisterous or use profane or abusive language on or about Authority property. The public perception of security guards must be one of attentiveness, vigilance, and ready response. To this end, the Contractor shall specifically direct all personnel employed under this Agreement that they shall not engage in any activity while in uniform, either on duty or off, that would give the public the perception of inappropriate behavior. This would include, but is not limited to: congregating in public view, shoe shines, reading newspapers, loitering, or eating at posts. Contractor's employees are allowed to eat lunch and take breaks in public areas as so long as they do so in a proper and professional manner with the understanding that they are in the public view and should be courteous and assist anyone seeking their assistance, as a representative of the Authority and Airport Security.
- 3.1.4. The Contractor and employees shall cooperate and comply with the provision of Grand Junction City Ordinance No. 3914 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder. Only the personnel of the Contractor that are approved of by the Authority may provide the Services, and the Authority reserves the right to revoke, without cause, its approval of any Contractor personnel at any time, including the Contractor's supervisor or other subcontractors.
- 3.1.5. Contractor shall maintain a steady workforce to staff the Services. Contractor shall reduce and mitigate turnover of personnel assigned to the Airport. If, in the opinion of the Authority, turnover of Contractor personnel causes an undue burden on the Authority, or any lapse in the Security Services, Authority may withhold payment for the Security Services commensurate with the expenses incurred by the Authority as a result of such turnover.

3.1.6. Contractor shall provide the Authority with the names of all proposed personnel prior to personnel beginning any work at the Airport. The Authority reserves the right to reject proposed personnel, provided that the Authority has reasonable grounds for doing so.

3.2. Training, Qualifications, and Certifications.

3.2.1. All Security personnel performing Security Services at the Airport shall:

- Be identifiable by appropriate identification of authority;
- Possess the following minimum qualifications:
  - Be in good physical condition and health, fully capable of performing normal or emergency duties that may require moderate to arduous physical exertion.
  - Able to handle a 251b. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of building evacuation.
  - Be literate in the English language and able to comprehend printed regulations, written orders, and instructions; ability write reports. Bilingual abilities are a plus.
  - Be a Citizen of the United States of America. Contractor must produce evidence of citizenship for all personnel providing Security Services.
  - Possess a High School diploma or G.E.D. equivalent.
  - If operating a vehicle at the Airport, possess a valid driver's license.
- Obtain training in:
  - The legal, professional and courteous treatment of persons and property subject to inspection, detention, search, arrest and other aviation security activities;
  - The responsibilities of law enforcement personnel under the Airport Security Program, including coordination with other law enforcement and

security agencies, driving on the airfield, communications procedures, and contingency plans;

- O.S.H.A. requirements specific to the security services industry;
- Public relations, including, but not limited to, interactions with the public in compliance with laws prohibiting discrimination on the basis of race, national origin, religion or disability. These laws include the Federal Americans with Disabilities Act, the Federal Civil Rights Act of 1964, the Colorado Civil Rights Act, and Colorado laws requiring the admission of service animals into public facilities;
- First Responder First Aid/CPR Certification. (Must be provided by a Certified Red Cross Instructor);
- Any other subject determined necessary.

3.2.2. Contractor and all personnel assigned hereunder shall become familiar with and perform Security Services in accordance with the following:

- the Airport Security Program, TSA Security Directives, and Information Circulars, as necessary, ("FAA") Law Enforcement Assistance Program, Grand Junction Police Department, Grand Junction Fire Department, Colorado Bureau of Investigations, and the Federal Bureau of Investigations.
- the Authority's Airport Emergency Plan ("AEP"), specifically with all contingencies and protocols as they relate to various types of emergencies that may occur at the Airport, and the role of security personnel in all types of emergencies.
- The Authority's Limited English Proficiency Plan, and specifically as it is incorporated in the AEP.

3.2.3. Any guard handling unchecked firearms shall have completed firearm

safety training from a licensed training provider.

3.2.4. The Authority must be provided documentation evidencing the completion of any training programs required for services under this agreement. Copies of the training should be delivered to the Authority's Security Coordinator. Any replacement of personnel providing the Services shall require updated documentation.

3.2.5. All Contractor personnel that may work at the Airport must pass a Criminal History Records Check, have an approved Security Threat Assessment, attend a Security Identification Display Area ("SIDA") and non-movement/driver's training class performed by the Authority security office, and receive an Authority issued SIDA badge prior to the commencement of duty.

3.3. Hours for Performance of Services.

3.3.1. Regular services shall be performed twenty-four (24) hours per day, three hundred and sixty-five (365) days per year. The Authority reserves the right to amend the regular service hours, provided that the Authority provides at least thirty (30) days notice of the same to Contractor.

3.3.2. Other Security Services shall be performed upon mutual agreement between the Authority and the Contractor. The Authority will endeavor to provide Contractor with seventy-two (72) hours' notice of a change in the time and/or scope the other Security Services are to be performed, however, the Authority reserves the right to change such hours at any time deemed necessary.

3.4. Personnel Schedule.

3.4.1. The Contractor shall not assign any person to perform guard services hereunder who has worked in any capacity in excess of twelve (12) hours per twenty-four (24) hour period or sixty (60) hours per week, with the exception of emergency situations.

3.4.2. Each guard must have a minimum of twenty-four (24) consecutive hours off each week.

3.5. Equipment.

3.5.1. Contractor shall furnish all equipment, materials, and supplies necessary and incidental to the performance of the Security Guard Agreement, including, but not limited to:

- Laptop computer(s) or tablet(s);
- cellular phone(s);
- uniforms for all personnel staffed at the Airport; and
- A marked and lighted vehicle with an omnidirectional amber beacon on the highest point which is adequate to perform required functions on Airport grounds in all expected weather conditions

3.5.2. Contractor shall ensure that all equipment furnished by it is in good working order at all times and able to perform the functions required in order for Contractor to fulfill its obligations under this Agreement. Any issues with Contractor-provided equipment must be rectified within 48 hours of the issue arising. If Contractor is unable to rectify the issue within 48 hours, it shall provide notice of the same to the Authority and shall cooperate with the authority to find an appropriate interim solution until the issue is resolved.

3.5.3. With respect to any Contractor-provided vehicle, Contractor shall ensure that the vehicle(s) is adequately insured, and that registration is current.

3.6. Other Obligations.

3.6.1. Contractor shall provide the Authority with a written report of each shift at each post on a daily basis, detailing any of the following incidents or conditions:

- Security alarms, fire alarms, theft/burglaries, unlocked doors, unsafe access, inoperable equipment, dangerous conditions of any building or property, and all other similar incidents which may be of interest to the Authority.
- Any time that law enforcement response is requested or required, the same shall be noted in the report.

3.6.2. Contractor shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Contractor and its employees, as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Contractor of this responsibility. Contractor is responsible for providing all required personal protective equipment for its employees. Contractor is responsible for ensuring Contractor and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Services.

3.6.3. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed Exhibit C are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", "Offeror", "Applicant" and "Successful Bidder" as used in Exhibit C shall refer to the Contractor. In the event of conflict between the terms and conditions of Exhibit C and the body of this Agreement, the terms and conditions of Exhibit C shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

#### **4. Authority Obligations**

4.1. The Authority shall arrange for access to and make all provisions for Contractor to enter upon Airport property as required for Contractor to perform the Services. The Authority will issue security badges and/or keys to Contractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Contractor shall assume full responsibility for any such security badges and keys.

4.2. The Authority will further provide Contractor and its employees with (i) radios with Airport operations frequencies, and (ii) access to a breakroom or office area for Contractor's employees to eat meals or perform required training.

4.3. The Authority will provide Contractor's personnel with a parking plaque for their personal vehicle, to be parked in a space designated by the Authority. This plaque shall be displayed from their rear-view mirror at all times when they are providing Services at the Airport. Contractor's personnel may not use the parking plaque for any personal reasons or give the parking pass to friends or family.

4.4. The Authority shall give prompt written notice to Contractor whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's Services, provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

#### **5. Insurance**

5.1. The Contractor shall procure and maintain at its expense during the effective period of this Agreement the following insurance from responsible insurance companies authorized to do business in Colorado and carrying an AM Best Company rating no lower than "A", covering all operations and Services under this Agreement performed by Contractor.

5.1.1. Worker's Compensation Insurance in amounts not less than \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.

5.1.2. Commercial General Liability in amounts not less than \$1,000,000

combined single limit per occurrence and \$5,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage, which may be covered by an Umbrella/Excess Liability policy.

5.1.3. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

5.1.4. Provide coverage for assault and battery, false arrest, or any civil rights violations committed during the performance of the Security Services;

5.2. Contractor shall furnish to the Authority a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the Authority.

5.3. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Authority shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Authority reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Authority's opinion, such variations do not substantially affect the Authority's interests.

5.4. All insurance policies carried under this Agreement shall identify the Authority and its respective members, officers, and employees as an additional insured.

## **6. Performance Standards**

6.1. Contractor warrants and agrees that the Services performed by it hereunder, will be provided in a professional, proper, skillful, and workman like manner, consistent with the most current industry standards. Contractor further warrants and agrees that only qualified personnel, who have sufficient training, skill, knowledge and experience in their class of work and are lawfully entitled to perform the Services, will perform the Services.

6.2. Contractor shall at all times procure and observe and keep in full force and effect from all governmental authorities having jurisdiction over the operations of Contractor hereunder, all licenses, franchise, certificates, permits or other authorizations which may be necessary for the conduct of Contractor's business and operations.

6.3. Contractor agrees to comply promptly with all laws, statutes, regulations, ordinances and rulings of the United States, the State of Colorado, Mesa County, City of Grand Junction, Authority, and other governmental bodies and agencies having jurisdiction over the Airport and applicable to Contractor's operations at the Airport, as they now exist or as they may

be hereafter amended. Without limiting the generality of the foregoing, Contractor at all times shall access and use Airport facilities and the Airport in strict accordance with any and all rules and regulations that may be imposed by the Federal Aviation Administration, the Transportation Security Administration and other lawful authority with respect to the Airport or the operation thereof. Contractor further agrees that it will comply promptly with appropriate procedures or actions of all other statutes, ordinances, laws, judgments, decrees, regulations, directions or requirements of any governmental authority now or hereafter applicable to or having jurisdiction over the Airport, including without limitation, the rules, regulations and directions of general applicability of the Authority and the Airport Executive Director.

## **7. Compliance with Airport Security Program**

7.1. Contractor shall comply with all applicable provisions of the Authority's Airport Security Program (the "ASP"), Security Directives issued by the Transportation Security Administration ("TSA"), and any applicable rules and regulations which may be promulgated by TSA from time to time and provided to Contractor (collectively, "Security Requirements"). These shall include but not necessarily be limited to 49 CFR Parts 1520, 1540 and 1542. The Authority shall provide Contractor with amended or updated Security Requirements when promulgated.

7.2. Contractor shall (i) report to the Authority any violation of the Security Requirements by Contractor employees, (ii) investigate any violations discovered by Contractor or brought to Contractor's attention, and (iii) take prompt corrective action to remedy any violations.

7.3. Contractor shall be responsible for any violations of the Security Requirements caused by the action or inaction of Contractor and its employees, as determined by TSA, and for compensating or reimbursing the Authority for any associated fines or penalties imposed on the Authority by TSA.

7.4. Contractor employees performing services at the Airport shall be badged in accordance with the ASP and shall submit to (i) fingerprint-based criminal history records checks and/or security threat assessments as a condition of receiving a badge, and (ii) recurrent vetting. Contractor acknowledges that access badges are subject to suspension and revocation, which may make it difficult or impossible for those employees to perform assigned job duties. Contractor shall be responsible for promptly obtaining and returning to the Authority any badges that have been turned off, whether because the badge is revoked or the employee has separated from Contractor.

7.5. Contractor acknowledges that all Security Requirements which are shown or provided to it under paragraph 7.1 above, are sensitive security information ("SSI") in accordance with 49 CFR Part 1520, that Contractor and any involved persons are required

to protect the same from unauthorized disclosure, and that civil penalties may be imposed for failure to do so. Brian Lopez(the "Manager") is the designated primary point of contact for receiving any SSI by Contractor. The Manager will acknowledge receipt of SSI to the Authority. All SSI shall be stored in secured areas, or locked in secured cabinets within the Contractor's premises. Materials marked as containing SSI shall be disposed of by shredding.

## **8. Audits and Investigations**

8.1. The Contractor must maintain an established accounting system that complies with generally accepted accounting principals. The Contractor agrees to provide the Owner, the FAA and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

8.2. Because this Agreement is for a fixed labor hour rate, Contractor shall maintain records necessary to substantiate invoices. The Authority as well as any of its authorized representatives shall have the right to examine and audit all such records and other evidence sufficient to properly reflect all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection, at all reasonable times, at the Contractor's offices.

8.3. Contractor shall make available, at its office, and at all reasonable times, the records, materials and other evidence described in Sections 7.1 and 7.2 of this Article, for examination, audit, or reproduction, until three (3) years after the expiration of this Agreement, or for any longer period required by statute. In addition:

8.3.1. If this Agreement or any other agreement between the Authority and the TSA in which Contractor's services are referenced is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and

8.3.2. Records relating to appeals, litigation, or the settlement of contract disputes shall be made available until such appeals, litigation, or contract disputes are finally resolved.

8.4. Contractor shall retain all body camera footage for at least thirty (30) days after such footage is recorded. The Authority may request to view body camera footage, and Contractor shall provide access to the requested footage within

forty-eight (48) hours of such request. In requesting body camera footage, the Authority shall endeavor to make its requests as specific as possible under the circumstances.

8.5. TSA Audits and Investigations.

8.5.1. All terms for auditing Contractor's records shall comply with applicable TSA requirements, as amended from time to time, and may only be altered as necessary upon mutual agreement between the Authority, Contractor, and the TSA.

8.5.2. Contractor shall fully cooperate and comply with any requests for information, interviews, or other assistance by TSA in the course of any investigation into security at the Airport. This includes, but is not limited to all Non-Compliance Events, as defined in Section 6.3 of this Agreement.

8.6. The Authority has the right to demand the return of payments made to the Contractor, or withhold payments, should the Authority determine that the hours used to calculate the invoices exceeds the actual hours worked by Contractor that are eligible for reimbursement.

**9. Term, Breach, and Termination**

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of three (3) years, until April 30, 2027, or sooner terminated in accordance with this section.

9.2. Extension Options. The Executive Director of the Authority has the right to extend the term of this Agreement for two (2) additional one (1) year periods, with mutual agreement between the Authority and the Contractor, and provided that, at the time of such extension, Contractor is in full compliance with the terms of this Agreement.

9.3. Breach of Agreement by Contractor

9.3.1. Any violation or breach of terms of this Agreement on the part of the Contractor or its subcontractors, or the occurrence of a Non-Compliance Event may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.

9.3.2. Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach, or the Authority elects to

terminate the Agreement. The Authority's notice will identify a specific date by which the Contractor must correct the breach. Authority may proceed with termination of the Agreement if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice.

9.3.3. In no event will inaction on the Authority's part constitute a waiver of its right to notify the Contractor of any violation or breach of this Agreement, pursue any available remedies, or terminate this Agreement.

#### 9.4. Termination

9.4.1. The Authority may, by written notice to the Contractor, terminate this Agreement for its convenience or for an uncured breach by the Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Contractor must immediately discontinue all Services affected.

9.4.2. Upon termination of this Agreement, the Contractor must deliver to the Authority all reproducible data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this Agreement, whether complete or partially complete.

9.4.3. Authority agrees to pay the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.

9.4.4. Authority further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### 9.5. Termination by Contractor for Cause

9.5.1. The Contractor may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Contractor in accordance with the terms of this Agreement; or (c) suspends a Project for more than 180 days beyond a deadline agreed to by the Authority and Contractor due to reasons beyond the control of the Contractor.

9.5.2. The Contractor must provide the Authority fifteen (15) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

9.5.3. Upon receipt of a notice of termination from the Contractor, the Authority agrees to cooperate with Contractor for the purpose of terminating this Agreement or

portion thereof, by mutual consent. If Authority and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of this Agreement.

9.5.4. In the event of termination due to Authority breach, the Contractor is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. The Authority agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **10. Liability**

- 10.1. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
- 10.2. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.
- 10.3. Contractor shall advise the Authority, in writing, and within ten (10) business days, of any claim or demand against the Authority or Contractor, which is known to Contractor, and which is related to or arises out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's cost and expense. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Article.
- 10.4. This Article shall survive the termination or expiration of this Agreement.

## **11. Governmental Immunity Act**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

**12. Severability**

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Contractor and Authority shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

**13. Governing Law**

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 Contractor shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Contractor's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

**14. Colorado Open Records Act**

Contractor acknowledges that the Authority is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and Contractor agrees that it will fully cooperate with the Authority in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Contractor to the Authority shall be considered confidential by the Authority only to the extent provided in the Colorado Open Records Act, and Contractor agrees that any disclosure of information by the Authority consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Authority. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.

**15. Entire Agreement**

This Agreement, and any amendments subsequently entered into pursuant to Section 2 above, 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. Contractor shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Authority. Any transfer in violation of this Article shall be void. 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.

**16. Covenant Against Contingent Fees**

Contractor affirms that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

**17. Notices**

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Authority:           Grand Junction Regional Airport Authority  
                                  2828 Walker Field Dr, Suite 301  
                                  Grand Junction, Colorado 81506  
                                  Attn: Executive Director

If to Contractor:       Aquila Protective Services  
                                  2121 S Blackhawk St, Ste 230  
                                  Aurora, Colorado 80014  
                                  Attn: Brian Lopez

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

**18. Binding Effect**

This Agreement shall inure to the benefit of and shall be binding upon Authority, Contractor and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

**19. No Partnership**

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

**20. Independent Contractor**

The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Authority. Contractor is not entitled to workers' compensation benefits from the Authority and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

**21. Descriptive Headings**

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

**22. Limitation of Benefit**

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

**23. 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.

**24. 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. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 11<sup>th</sup> day of April 2024.

AUTHORITY:  
GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

By: \_\_\_\_\_ Angela Padalecki, Executive Director

CONTRACTOR:

AQUILA PROTECTIVE SERVICES

By: Charles Snively \_\_\_\_\_ Charles Snively, CEO  
Charles Snively (Apr 11, 2024 10:42 MDT)

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Instrument of Release for 27.25 Road		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Instrument of Release and authorize the Executive Director to sign, in substantially the form as attached		
SUMMARY:	<p>The City of Grand Junction has requested transfer of property underlying 27.25 Road through the Airport so that the City can maintain the road going forward and be treated as the owner under state law. The Airport Authority cannot transfer the property to the City without FAA approval, as a result of the federal financial participation in the acquisition of certain parcels and the fact that the Airport Authority acquired other parcels from the U.S. Government (through the Bureau of Land Management) for airport purposes.</p> <p>The Airport Authority applied to the FAA and received an Instrument of Release permitting the Airport Authority to transfer the property to the City. Both the City of Grand Junction and Mesa County, as co-sponsors, will need to approve the Instrument of Release as well.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	No fiscal impact		
ATTACHMENTS:	Instrument of Release		
STAFF CONTACT:	Dan Reimer Legal Counsel Email: <a href="mailto:dan@airportcounselor.com">dan@airportcounselor.com</a> Phone: 303-596-2170		

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INSTRUMENT OF RELEASE

THIS INSTRUMENT OF RELEASE, made by the United States of America, acting through the Federal Aviation Administration to Mesa County, Colorado; City of Grand Junction, Colorado; Grand Junction Regional Airport Authority, Colorado; herein called "Sponsor"

WHEREAS,

The United States, acting by and through the Administrator, Federal Aviation Administration, granted Federal Funds for land acquisition and development of the Grand Junction Regional Airport, in Grant Agreements ADAP 8-08-0027-01 and in BLM transfer Patent 05-2019-0003; and

WHEREAS,

Said Grant Agreement and BLM Patent provide that said land is for airports use, and

WHEREAS,

The Administrator of the Federal Aviation Administration has determined that the hereinafter described approximately 21.81 acres of land no longer serves the purpose for which it was acquired and made subject to certain terms, conditions, reservations and restrictions in said Grant Agreement and BLM Patent.

NOW THEREFORE, for and in consideration the Sponsor, the Administrator of the Federal Aviation Administration, on behalf of the United States, hereby releases the Sponsor, the hereinafter described real property subject to the following provisions and reservations:

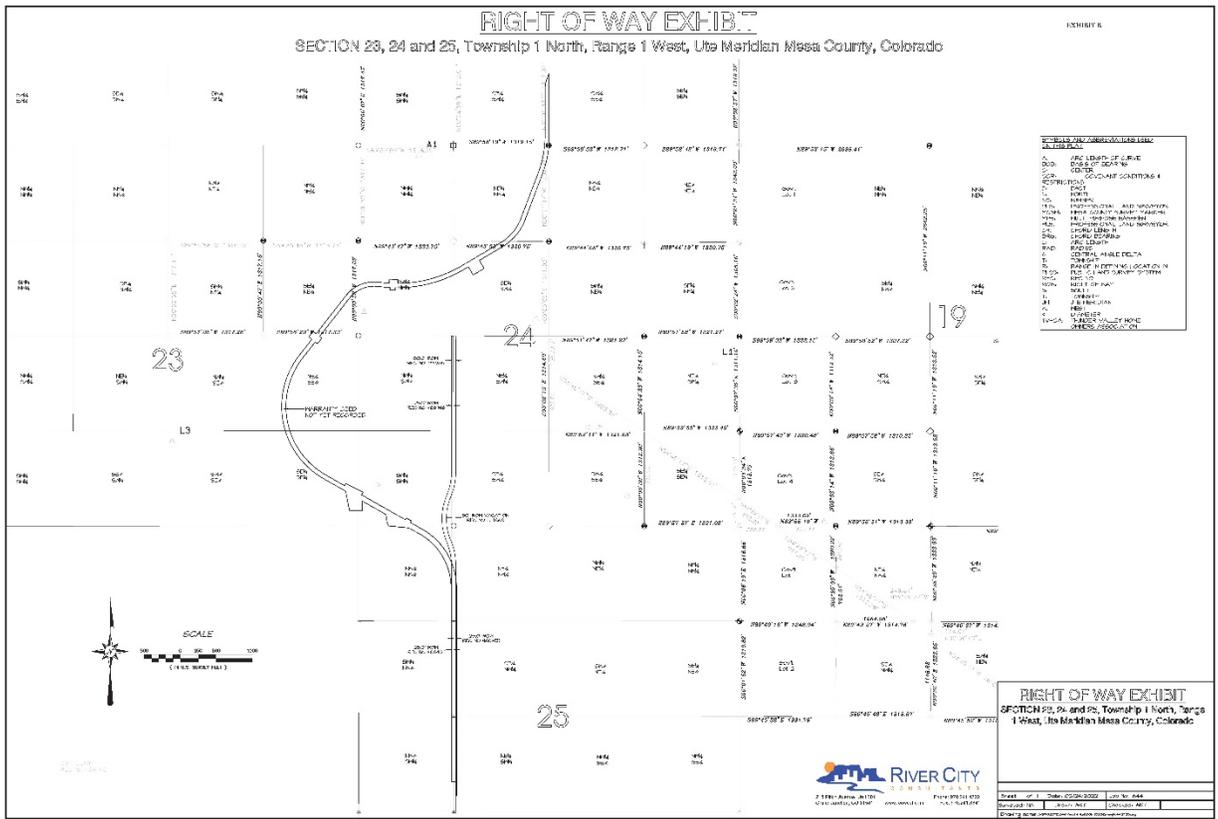
1. The Sponsor agrees to continue to be bound by and further agrees to reserve unto itself, its successors and assigns in any instruments of transfer conveying title or any interest in the hereinafter described real property, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the

right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating on the Grand Junction Regional Airport.

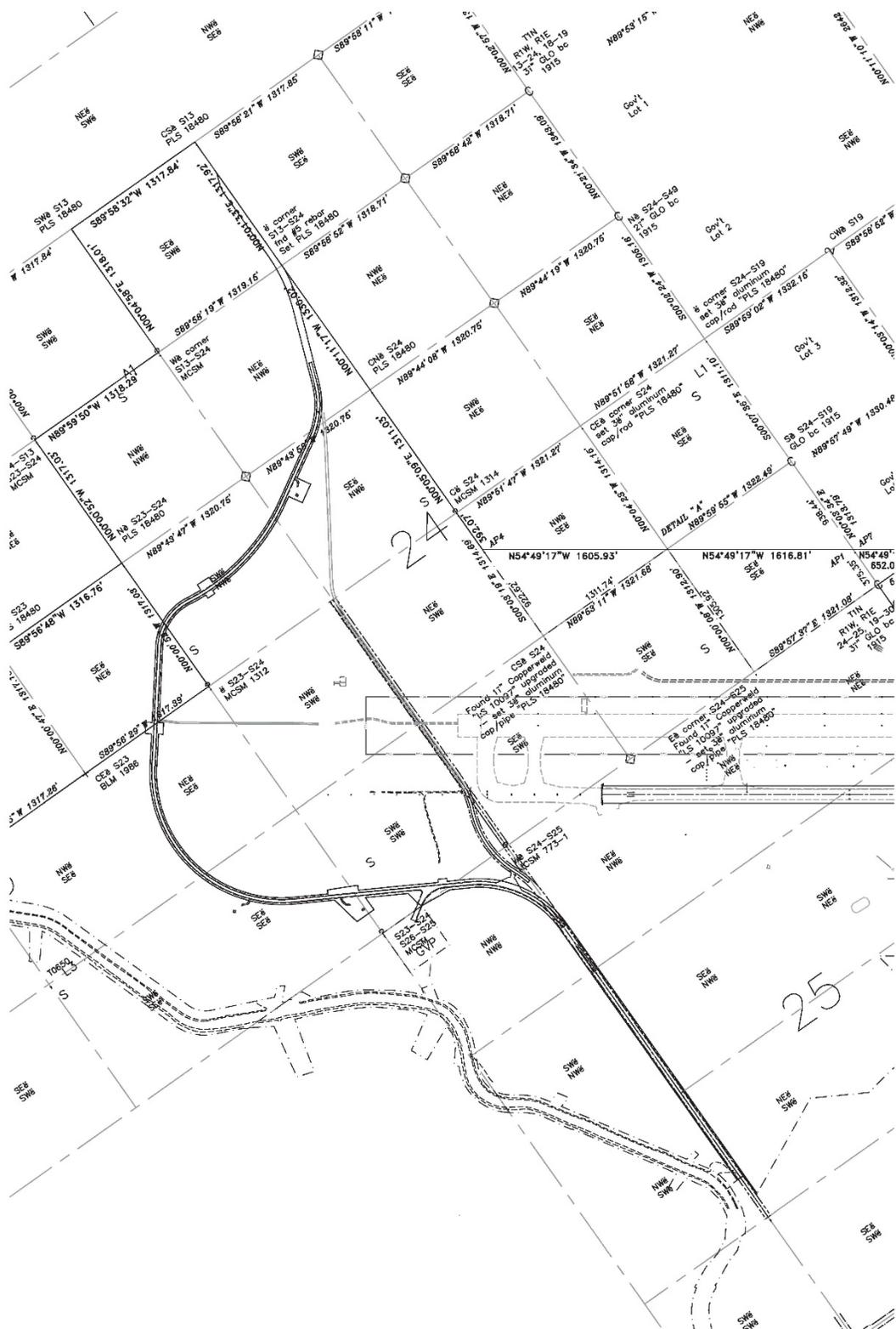
2. The Sponsor expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Grand Junction Regional Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the grantor is to reserve the right to enter upon the land released hereunder and to remove the offending structure or object and to cut the offending growth, all of which shall be at the expense of the grantee.
3. The Sponsor, agrees to lease, sell or otherwise dispose of the Property at or above fair market value and utilize the proceeds in accordance with the FAA Policy and Procedures Concerning the Use of Airport Revenue.

By this Instrument of Release, the United States of America by and through the Administrator, Federal Aviation Administration, hereby releases the real property described below from all the remaining conditions, reservations and restrictions except those reserved herein, contained in the identified Grant Agreements.

The real property is located within Mesa County, State of Colorado, and legally described and shown graphically as (see 5 attached pages):



DRAFT



27-1/4 PROPERTY OVERLAY

## EXHIBIT C

Page 1

A road right of way situated in the southeast quarter of the southwest quarter of Section 13, the northwest quarter and the southwest quarter of the southwest quarter of Section 24, the southeast quarter of the northeast quarter and the east half of the southeast quarter of Section 23, and the northwest quarter and the north half of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said right of way being more particularly described as follows:

Beginning at a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 T1N R1W 1/4 S13 • S24 2012" projecting 0.2 feet above ground for the quarter corner common to said Sections 13 and 24, whence a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 S1/16 S13 C—C 2012" projecting 0.3 feet above ground for the center-south sixteenth corner of said Section 13 bears North 00°01'33" East a distance of 1317.92 feet, with all bearings herein relative thereto;

Thence along the east line of the northeast quarter of the northwest quarter of said Section 24 South 00°11'17" East, a distance of 35.35 feet;

Thence departing said east line 381.53 feet along the arc of a 1530.00 foot radius non-tangent curve to the right, through a central angle of 14°17'15", with a chord bearing South 13°40'50" West, a distance of 380.54 feet;

Thence South 20°49'27" West tangent to said curve, a distance of 671.98 feet;

Thence 491.49 feet along the arc of a 730.00 foot radius tangent curve to the right, through a central angle of 38°34'32", with a chord bearing South 40°06'43" West, a distance of 482.26 feet;

Thence South 59°23'59" West tangent to said curve, a distance of 372.45 feet;

Thence South 30°36'01" East, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 176.56 feet;

Thence North 30°36'01" West, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 68.20 feet;

Thence 1001.66 feet along the arc of a 1830.00 foot radius tangent curve to the right, through a central angle of 31°21'40", with a chord bearing South 75°04'49" West, a distance of 989.21 feet;

Thence radial to said curve, South 00°45'39" West, a distance of 32.33 feet;

Thence North 88°09'27" West, a distance of 72.42 feet;

Thence North 02°59'21" East, a distance of 32.37 feet; to the beginning of a 1830.00 foot radius curve concave to the north radial to said line;

Thence westerly 158.42 feet along the arc of said curve, through a central angle of 4°57'36", with a chord bearing North 84°31'51" West, a distance of 158.37 feet to a point of reverse curvature;

This description was prepared by:  
Kenneth Scott Thompson  
Colorado P.L.S. 18480  
744 Horizon Court - #110  
Grand Junction, CO 81506



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

Thence 460.31 feet along the arc of a 440.00 foot radius curve to the left, through a central angle of 59°56'24", with a chord bearing South 67°58'45" West, a distance of 439.60 feet;  
 Thence South 38°00'33" West tangent to said curve, a distance of 666.94 feet;  
 Thence South 53°33'07" East, a distance of 40.01 feet;  
 Thence South 38°00'33" West, a distance of 100.00 feet;  
 Thence North 53°33'07" West, a distance of 40.01 feet;  
 Thence South 38°00'33" West, a distance of 281.86 feet;  
 Thence 1871.90 feet along the arc of a 1090.00 foot radius tangent curve to the left, through a central angle of 98°23'47", with a chord bearing South 11°11'20" East, a distance of 1650.20 feet;  
 Thence South 60°23'14" East tangent to said curve, a distance of 298.33 feet;  
 Thence North 29°36'46" East, a distance of 34.87 feet;  
 Thence South 63°20'57" East, a distance of 267.30 feet;  
 Thence South 29°36'46" West, a distance of 42.68 feet;  
 Thence South 60°23'14" East, a distance of 701.67 feet;  
 Thence North 29°36'46" East, a distance of 27.62 feet;  
 Thence South 60°23'14" East, a distance of 77.05 feet;  
 Thence South 29°36'46" West, a distance of 26.62 feet;  
 Thence South 60°23'14" East, a distance of 192.06 feet;  
 Thence 987.14 feet along the arc of a 937.00 foot radius tangent curve to the right, through a central angle of 60°21'42", with a chord bearing South 30°12'23" East, a distance of 942.12 feet;  
 Thence South 00°01'32" East tangent to said curve, a distance of 2874.37 feet to the southerly boundary of that parcel of land described at Reception Number 2267948 of the Mesa County records;  
 Thence along said southerly boundary South 64°21'53" West, a distance of 8.34 feet;  
 Thence continuing along said boundary North 00°04'56" West, a distance of 198.89 feet;  
 Thence North 89°58'49" West, a distance of 67.28 feet;  
 Thence North 00°01'32" West, a distance of 2679.03 feet;  
 Thence 908.12 feet along the arc of a 862.00 foot radius tangent curve to the left, through a central angle of 60°21'42", with a chord bearing North 30°12'23" West, a distance of 866.71 feet;  
 Thence North 60°23'14" West tangent to said curve, a distance of 173.19 feet;  
 Thence North 84°28'31" West, a distance of 282.77 feet;  
 Thence North 25°29'14" West, a distance of 40.33 feet;  
 Thence North 08°45'04" West, a distance of 122.86 feet;  
 Thence North 60°23'14" West, a distance of 374.14 feet;  
 Thence South 00°00'50" East, a distance of 129.52 feet;  
 Thence South 89°59'10" West, a distance of 100.48 feet;

This description was prepared by:  
 Kenneth Scott Thompson  
 Colorado P.L.S. 18480  
 744 Horizon Court - #110  
 Grand Junction, CO 81506



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Thence North 11°12'30" West, a distance of 271.96 feet;  
 Thence North 60°23'14" West, a distance of 350.60 feet;  
 Thence 1974.94 feet along the arc of a 1150.00 foot radius tangent curve to the right, through a central angle of 98°23'47", with a chord bearing North 11°11'20" West, a distance of 1741.04 feet;  
 Thence North 38°00'33" East tangent to said curve, a distance of 281.31 feet;  
 Thence North 51°59'27" West, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 100.00 feet;  
 Thence South 51°59'27" East, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 667.48 feet;  
 Thence 523.07 feet along the arc of a 500.00 foot radius tangent curve to the right, through a central angle of 59°56'24", with a chord bearing North 67°58'45" East, a distance of 499.55 feet to a point of reverse curvature;  
 Thence 138.48 feet along the arc of a 1770.00 foot radius curve to the left, through a central angle of 4°28'57", with a chord bearing South 84°17'32" East, a distance of 138.44 feet;  
 Thence radial to said curve, North 03°28'00" East, a distance of 55.05 feet;  
 Thence South 88°11'27" East, a distance of 119.10 feet;  
 Thence South 00°30'44" East, a distance of 54.35 feet; to the beginning of a 1770.00 foot radius curve concave to the north radial to said line;  
 Thence easterly and northeasterly 929.49 feet along the arc of said curve, through a central angle of 30°05'17", with a chord bearing North 74°26'37" East, a distance of 918.84 feet;  
 Thence North 59°23'59" East tangent to said curve, a distance of 617.21 feet;  
 Thence 451.09 feet along the arc of a 670.00 foot radius tangent curve to the left, through a central angle of 38°34'32", with a chord bearing North 40°06'43" East, a distance of 442.62 feet;  
 Thence North 20°49'27" East tangent to said curve, a distance of 671.98 feet;  
 Thence 533.61 feet along the arc of a 1470.00 foot radius tangent curve to the left, through a central angle of 20°47'54", with a chord bearing North 10°25'30" East, a distance of 530.68 feet;  
 Thence North 00°01'33" East tangent to said curve, a distance of 661.10 feet;  
 Thence 93.54 feet along the arc of a 280.00 foot radius tangent curve to the right, through a central angle of 19°08'26", with a chord bearing North 09°35'46" East, a distance of 93.10 feet;  
 Thence North 19°09'59" East tangent to said curve, a distance of 105.28 feet to the east line of the southeast quarter of the southwest quarter of said Section 13;  
 Thence along said east line South 00°01'33" West, a distance of 990.50 feet to the Point of Beginning.

Containing 21.813 acres, more or less.

This description was prepared by:  
 Kenneth Scott Thompson  
 Colorado P.L.S. 18480  
 744 Horizon Court - #110  
 Grand Junction, CO 81506



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By its acceptance of this Instrument of Release the Sponsor covenants and agrees for itself, its successors and assigns to comply with and observe all the limitations set forth herein, expressly limited to the above described property.

IN WITNESS WHEREOF the United States of America has caused this Instrument of Release to be executed as of the .

UNITED STATES OF AMERICA  
Federal Aviation Administration

By \_\_\_\_\_  
Manager, Denver Airports District Office

ACCEPTED:

By \_\_\_\_\_  
Grand Junction Regional Airport  
Authority

APPROVED:

\_\_\_\_\_  
Sponsor's Attorney

By \_\_\_\_\_  
Mesa County, Colorado

APPROVED:

\_\_\_\_\_  
Sponsor's Attorney

By \_\_\_\_\_  
City of Grand Junction, Colorado

APPROVED:

\_\_\_\_\_  
Sponsor's Attorney

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Special Warranty Deed Conveying Property to City of Grand Junction
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PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
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RECOMMENDATION:	Approve the Special Warranty Deed and authorize the Executive Director to sign, in substantially the form as attached
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SUMMARY:	<p>The City of Grand Junction has requested transfer of property underlying 27.25 Road through the Airport so that the City can maintain the road going forward and be treated as the owner under state law. The road has been constructed, widened, realigned and improved in increments over many years, with associated transfers of property to Mesa County and the City. The attached Special Warranty Deed attempts to resolve any ambiguity about property ownership by conveying any and all property owned by the Airport Authority underlying the road to the City.</p> <p>The transfer is possible as a result of the FAA's planned release of all restrictions requiring that the property otherwise be retained and used for airport purposes.</p> <p>The City of Grand Junction separately has vacated the area of land no longer used for roadway purposes after realignment.</p>
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REVIEWED BY:	Executive Director and Legal Counsel
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FISCAL IMPACT:	No fiscal impact
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ATTACHMENTS:	Special Warranty Deed
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STAFF CONTACT:	Dan Reimer Legal Counsel Email: <a href="mailto:dan@airportcounselor.com">dan@airportcounselor.com</a> Phone: 303-596-2170
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# SPECIAL WARRANTY DEED

This Special Warranty Deed made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **Grand Junction Regional Airport Authority, f.k.a Walker Field, Colorado, Public Airport Authority, a.k.a. Walker Field, Colorado Public Airport Authority, a.k.a Walker Field Colorado Public Airport Authority, a.k.a Walker Field Public Airport Authority, Grantor** whose mailing address is 2828 Walker Field Drive, Grand Junction, CO 81506, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee** whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever, all right, title and fee simple interest in land for Public Roadway purposes, to wit:

as described in **Exhibit A** which exhibit is attached hereto and incorporated herein by this reference. The area is comprised of 21.813 acres, more or less.

**Exhibit B** which is attached hereto and incorporated herein by this reference depicts certain land which has heretofore been used as public roadway and to the extent that the use(s) for public roadway are not historically determined/derived the Grantor does sell, grant and convey the same to Grantee for public roadway purposes.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting it will warrant and defend the title to said premises unto the said Grantee against all persons claiming under Grantor. Grantor further warrants that it has met all covenants set forth in the airport patent from the United States at Reception #2883212 and has the authority to grant such conveyance herein in accordance with the Instrument of Release recorded at Reception #\_\_\_\_\_ in the Mesa County Clerk and Recorder's records allowing Grantor to convey the land and interest in land herein described.

Executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**Grand Junction Regional Airport Authority, f.k.a Walker Field, Colorado, Public Airport Authority, a.k.a. Walker Field, Colorado Public Airport Authority, a.k.a Walker Field Colorado Public Airport Authority, a.k.a Walker Field Public Airport Authority**

\_\_\_\_\_  
Angela Padalecki as Executive Director for  
Grand Junction Regional Airport

State of Colorado            )  
  )ss  
County of Mesa                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Angela Padalecki, as Executive Director for Grand Junction Regional Airport.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

A road right of way situated in the southeast quarter of the southwest quarter of Section 13, the northwest quarter and the southwest quarter of the southwest quarter of Section 24, the southeast quarter of the northeast quarter and the east half of the southeast quarter of Section 23, and the northwest quarter and the north half of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said right of way being more particularly described as follows:

Beginning at a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 T1N R1W ¼ S13 • S24 2012" projecting 0.2 feet above ground for the quarter corner common to said Sections 13 and 24, whence a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 S1/16 S13 C—C 2012" projecting 0.3 feet above ground for the center-south sixteenth corner of said Section 13 bears North 00°01'33" East a distance of 1317.92 feet, with all bearings herein relative thereto;

Thence along the east line of the northeast quarter of the northwest quarter of said Section 24 South 00°11'17" East, a distance of 35.35 feet;

Thence departing said east line 381.53 feet along the arc of a 1530.00 foot radius non-tangent curve to the right, through a central angle of 14°17'15", with a chord bearing South 13°40'50" West, a distance of 380.54 feet;

Thence South 20°49'27" West tangent to said curve, a distance of 671.98 feet;

Thence 491.49 feet along the arc of a 730.00 foot radius tangent curve to the right, through a central angle of 38°34'32", with a chord bearing South 40°06'43" West, a distance of 482.26 feet;

Thence South 59°23'59" West tangent to said curve, a distance of 372.45 feet;

Thence South 30°36'01" East, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 176.56 feet;

Thence North 30°36'01" West, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 68.20 feet;

Thence 1001.66 feet along the arc of a 1830.00 foot radius tangent curve to the right, through a central angle of 31°21'40", with a chord bearing South 75°04'49" West, a distance of 989.21 feet;

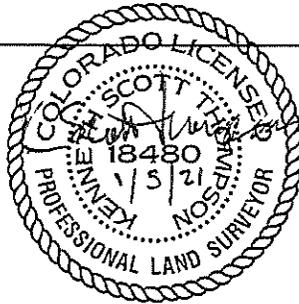
Thence radial to said curve, South 00°45'39" West, a distance of 32.33 feet;

Thence North 88°09'27" West, a distance of 72.42 feet;

Thence North 02°59'21" East, a distance of 32.37 feet; to the beginning of a 1830.00 foot radius curve concave to the north radial to said line;

Thence westerly 158.42 feet along the arc of said curve, through a central angle of 4°57'36", with a chord bearing North 84°31'51" West, a distance of 158.37 feet to a point of reverse curvature;

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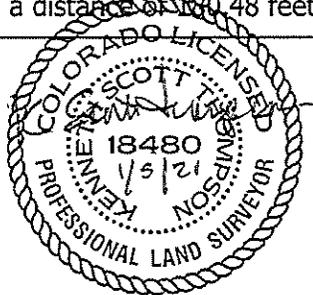


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## SHEET 2 OF 5

Thence 460.31 feet along the arc of a 440.00 foot radius curve to the left, through a central angle of  $59^{\circ}56'24''$ , with a chord bearing South  $67^{\circ}58'45''$  West, a distance of 439.60 feet;  
 Thence South  $38^{\circ}00'33''$  West tangent to said curve, a distance of 666.94 feet;  
 Thence South  $53^{\circ}33'07''$  East, a distance of 40.01 feet;  
 Thence South  $38^{\circ}00'33''$  West, a distance of 100.00 feet;  
 Thence North  $53^{\circ}33'07''$  West, a distance of 40.01 feet;  
 Thence South  $38^{\circ}00'33''$  West, a distance of 281.86 feet;  
 Thence 1871.90 feet along the arc of a 1090.00 foot radius tangent curve to the left, through a central angle of  $98^{\circ}23'47''$ , with a chord bearing South  $11^{\circ}11'20''$  East, a distance of 1650.20 feet;  
 Thence South  $60^{\circ}23'14''$  East tangent to said curve, a distance of 298.33 feet;  
 Thence North  $29^{\circ}36'46''$  East, a distance of 34.87 feet;  
 Thence South  $63^{\circ}20'57''$  East, a distance of 267.30 feet;  
 Thence South  $29^{\circ}36'46''$  West, a distance of 42.68 feet;  
 Thence South  $60^{\circ}23'14''$  East, a distance of 701.67 feet;  
 Thence North  $29^{\circ}36'46''$  East, a distance of 27.62 feet;  
 Thence South  $60^{\circ}23'14''$  East, a distance of 77.05 feet;  
 Thence South  $29^{\circ}36'46''$  West, a distance of 26.62 feet;  
 Thence South  $60^{\circ}23'14''$  East, a distance of 192.06 feet;  
 Thence 987.14 feet along the arc of a 937.00 foot radius tangent curve to the right, through a central angle of  $60^{\circ}21'42''$ , with a chord bearing South  $30^{\circ}12'23''$  East, a distance of 942.12 feet;  
 Thence South  $00^{\circ}01'32''$  East tangent to said curve, a distance of 2874.37 feet to the southerly boundary of that parcel of land described at Reception Number 2267948 of the Mesa County records;  
 Thence along said southerly boundary South  $64^{\circ}21'53''$  West, a distance of 8.34 feet;  
 Thence continuing along said boundary North  $00^{\circ}04'56''$  West, a distance of 198.89 feet;  
 Thence North  $89^{\circ}58'49''$  West, a distance of 67.28 feet;  
 Thence North  $00^{\circ}01'32''$  West, a distance of 2679.03 feet;  
 Thence 908.12 feet along the arc of a 862.00 foot radius tangent curve to the left, through a central angle of  $60^{\circ}21'42''$ , with a chord bearing North  $30^{\circ}12'23''$  West, a distance of 866.71 feet;  
 Thence North  $60^{\circ}23'14''$  West tangent to said curve, a distance of 173.19 feet;  
 Thence North  $84^{\circ}28'31''$  West, a distance of 282.77 feet;  
 Thence North  $25^{\circ}29'14''$  West, a distance of 40.33 feet;  
 Thence North  $08^{\circ}45'04''$  West, a distance of 122.86 feet;  
 Thence North  $60^{\circ}23'14''$  West, a distance of 374.14 feet;  
 Thence South  $00^{\circ}00'50''$  East, a distance of 129.52 feet;  
 Thence South  $89^{\circ}59'10''$  West, a distance of 180.48 feet;

This description was prepared by:  
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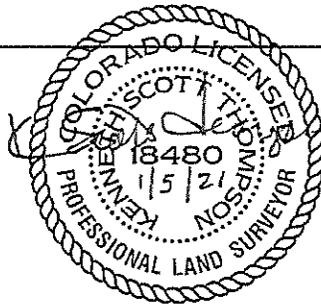
**SHEET 3 OF 5**

Thence North 11°12'30" West, a distance of 271.96 feet;  
 Thence North 60°23'14" West, a distance of 350.60 feet;  
 Thence 1974.94 feet along the arc of a 1150.00 foot radius tangent curve to the right, through a central angle of 98°23'47", with a chord bearing North 11°11'20" West, a distance of 1741.04 feet;  
 Thence North 38°00'33" East tangent to said curve, a distance of 281.31 feet;  
 Thence North 51°59'27" West, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 100.00 feet;  
 Thence South 51°59'27" East, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 667.48 feet;  
 Thence 523.07 feet along the arc of a 500.00 foot radius tangent curve to the right, through a central angle of 59°56'24", with a chord bearing North 67°58'45" East, a distance of 499.55 feet to a point of reverse curvature;  
 Thence 138.48 feet along the arc of a 1770.00 foot radius curve to the left, through a central angle of 4°28'57", with a chord bearing South 84°17'32" East, a distance of 138.44 feet;  
 Thence radial to said curve, North 03°28'00" East, a distance of 55.05 feet;  
 Thence South 88°11'27" East, a distance of 119.10 feet;  
 Thence South 00°30'44" East, a distance of 54.35 feet; to the beginning of a 1770.00 foot radius curve concave to the north radial to said line;  
 Thence easterly and northeasterly 929.49 feet along the arc of said curve, through a central angle of 30°05'17", with a chord bearing North 74°26'37" East, a distance of 918.84 feet;  
 Thence North 59°23'59" East tangent to said curve, a distance of 617.21 feet;  
 Thence 451.09 feet along the arc of a 670.00 foot radius tangent curve to the left, through a central angle of 38°34'32", with a chord bearing North 40°06'43" East, a distance of 442.62 feet;  
 Thence North 20°49'27" East tangent to said curve, a distance of 671.98 feet;  
 Thence 533.61 feet along the arc of a 1470.00 foot radius tangent curve to the left, through a central angle of 20°47'54", with a chord bearing North 10°25'30" East, a distance of 530.68 feet;  
 Thence North 00°01'33" East tangent to said curve, a distance of 661.10 feet;  
 Thence 93.54 feet along the arc of a 280.00 foot radius tangent curve to the right, through a central angle of 19°08'26", with a chord bearing North 09°35'46" East, a distance of 93.10 feet;  
 Thence North 19°09'59" East tangent to said curve, a distance of 105.28 feet to the east line of the southeast quarter of the southwest quarter of said Section 13;  
 Thence along said east line South 00°01'33" West, a distance of 990.50 feet to the Point of Beginning.

Containing 21.813 acres, more or less.

---

This description was prepared by:  
 Kenneth Scott Thompson  
 Colorado P.L.S. 18480  
 744 Horizon Court - #110  
 Grand Junction, CO 81506

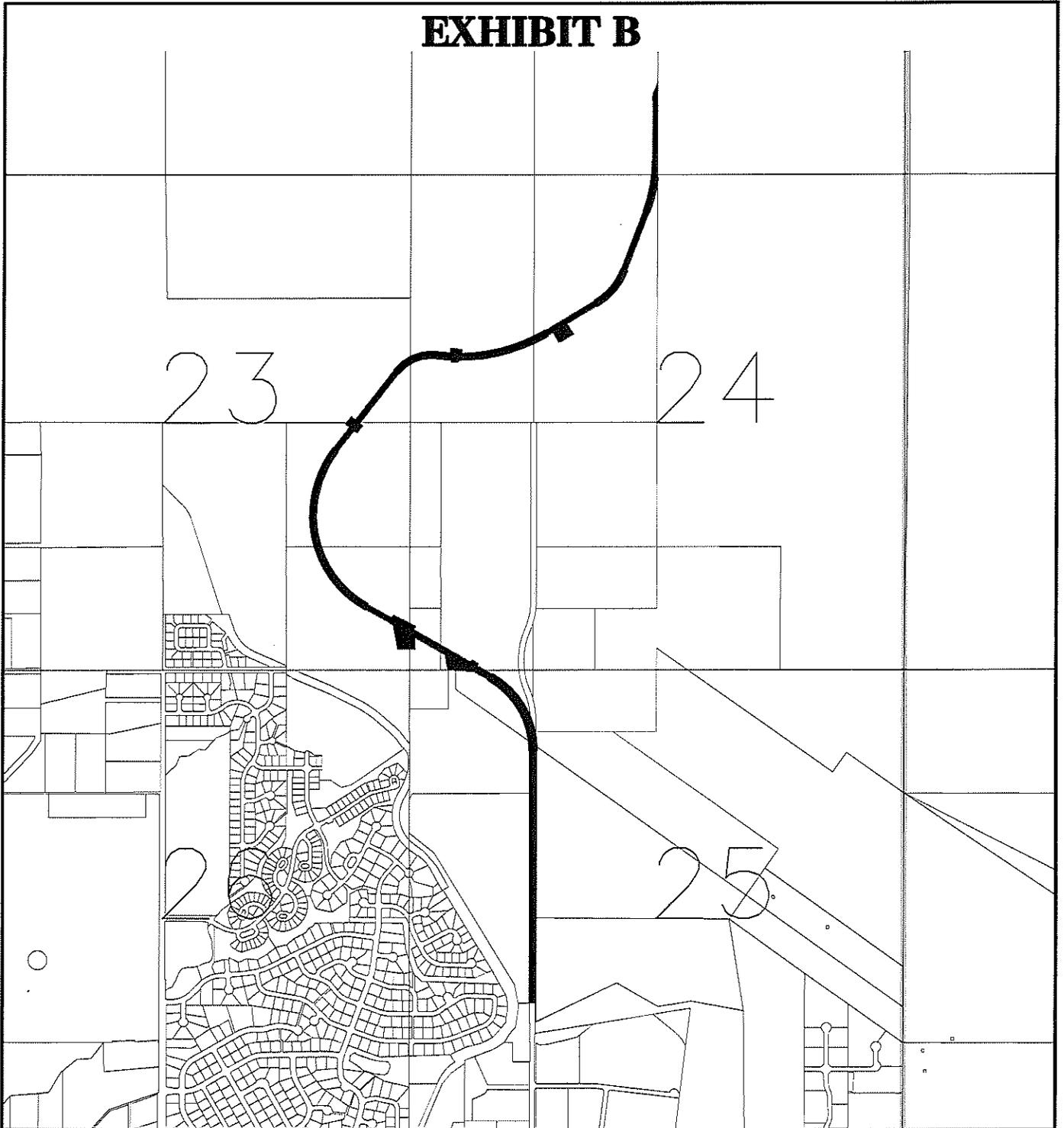



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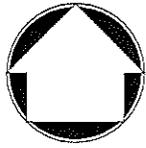
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**SHEET 4 OF 5**

# EXHIBIT B



1" = 1500'  
  
 0 1500  
 U.S. Survey feet



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

	<b>RIVER CITY</b> CONSULTANTS		744 Horizon Court, Suite 110 Grand Junction, CO 81506 Phone: 970.241.4722 Fax: 970.241.8841 www.rccwest.com
	Drawn: AKT	Checked: AKT	1/9/19

S:\PROJECTS\1644 Mead & Hunt\001 GJT Runway\Survey\proposed road.dwg

SHEET 5 OF 5

# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	Amendment to the Reimbursable Agreement with the Federal Aviation Administration (FAA) for Temporary Navigational Aid Design and Construction associated with the Runway 12/30 Relocation Project
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Amend the previously approved Agreement AJW-FN-WSA-22-NM-005067 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement to a revised amount of \$857,338.42 from the previously approved amount of \$538,630.26.
SUMMARY:	<p>The purpose of this amendment is to revise the contract by which GJRAA will pay the FAA to support installation of temporary navigational aids as part of the Runway 12/30 Relocation Project. Because navigational aids are owned and maintained by the FAA, FAA personnel must provide engineering design and oversight and install the temporary navigational aids. This amendment accounts for higher-than-anticipated material costs versus the original contract, as well as additional scope. The additional scope primarily reflects safety and quality control enhancements.</p> <p>GJRAA received grant funding for the original Reimbursable Agreement and expects that the FAA will amend this grant to pay for 90% of the amended portion as well project; coordination of this amendment was led by the FAA’s Denver Airport District Office (ADO) and GJRAA’s engineering consultants. GJRAA staff and engineering consultants recommend approving the agreement in advance of the AIP grant amendment because the design and relocation of the navigational aids is critical to keep the runway replacement program on schedule and minimize operational impacts during construction.</p>
REVIEWED BY:	Executive Director, Legal Counsel, and CIP Manager – Colin Bible
FISCAL IMPACT:	<b>Total Cost of Amendment - \$318,708.16</b>
	<u>Anticipated Funding Sources:</u>

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Anticipated Federal AIP Grant - \$ 286,837.34  
GJRAA Local Funding - \$ 31,870.82 (budgeted funds)

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ATTACHMENTS: Non-Federal Reimbursable Agreement # AJW-FN-WSA-22-NM-005067-A1

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STAFF CONTACT: Angela Padalecki  
[apadalecki@gjairport.com](mailto:apadalecki@gjairport.com)  
Office: 970-248-8588

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**AMENDMENT A1**

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
GRAND JUNCTION REGIONAL AIRPORT  
GRAND JUNCTION, COLORADO**

**WHEREAS**, Reimbursable Agreement AJW-FN-WSA-22-NM-005067, Grand Junction, CO (GJT) – Design Support and Construction for RWY 11/29 Relocation, was executed by the Federal Aviation Administration (FAA) and **Grand Junction Regional Airport Authority** (Sponsor) on March 15, 2022;

**WHEREAS**, Article 10 requires that changes or amendments to the Agreement will be formalized by a written amendment signed by authorized representatives of each party;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree that this Agreement be amended by amending the article(s) of the existing Reimbursable Agreement as specifically stated herein. Other than the amended articles specified below, the original agreement remains unchanged. Changes include, but are not limited to, the following:

- Amend scope (AMEND: Article 3, Section A)
- Amend FAA scope (AMEND: Article 3, Section B – items 10-13 & 15-19)
- Amend Sponsor scope (AMEND: Article 3, Section C – items 2, 7 & 9)
- Add AIP grant information (Article 3, Section D)
- Change FAA POC (AMEND: Article 3, Section A, item 1)
- Amend cost estimate to add additional costs (Article 7)
- Change Sponsor’s financial POC (Article 9, Section C)
- Due to updates to the reimbursable template (V93 to V94) the following articles have been revised: remove COVID Safety Protocols article (Article 21) and renumber Article 22 to Article 21

To the extent that there is any inconsistency between the original agreement and these amendments, the amendments shall take precedence.

### ARTICLE 3. Scope

#### Change From:

A. The purpose of this Agreement between the FAA and the Sponsor is to provide design for the temporary relocation of the FAA Glide Slope (GS) tower and shelter and for the conversion of the existing Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) to Medium Intensity Approach Lighting System with Sequenced Flashing Lights (MALSF) in support of the future relocation of RWY 11/29. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

#### **Grand Junction, CO (GJT) – Design Support and Construction for RWY 11/29 Relocation**

B. The FAA will perform the following activities:

1. Provide the necessary engineering support to review the airport project drawings for design coordination.
2. Provide preliminary requirements including site locations, commercial power, telecommunications/FAA telecommunications infrastructure (FTI), shelters, and grading to support the Sponsor's planning activities.
3. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
4. Attend meetings and perform site visits in support of reimbursable agreement program management.
5. Provide cost estimate for completed site studies.
6. Provide preliminary Rough Order of Magnitude (ROM) estimates for construction and installation of FAA facilities as required.
7. Provide engineering design for affected FAA facilities under selected alternative for preliminary engineering.
8. Participate in project progress and coordination meetings.
9. Perform the engineering design work, including new siting and layout, necessary for the relocation of the FAA RWY 11 GS and MALSR/MALSF serving RWY 11.
10. Prepare GS shelter/tower for transport such as bracing equipment and removing and storing exterior antennas.

11. Provide Resident Engineering services for construction activities and electronic installation of all facilities.
  12. Electronic installation related to GS facilities to include the following: mounting of GS antennas onto relocated tower; installation of RF cabling; tuning and calibrating of GS system.
  13. Electronic modification related to MALSR to MALSF conversion: removal of trigger wires associated with existing flashers to be removed.
  14. Provide monitoring for Localizer (LOC)/GS with either wireless or wired connection.
  15. Procure the following materials for RWY 11 MALSR to MALSF conversion: semi flush lights, ICCs (if needed), isolation transformers, Amerace fittings, and in ground light cans.
  16. Remove Runway Visual Range (RVR) system from foundation on airfield and provide to the System Support Center (SSC) for further instruction.
  17. Initiate, coordinate and terminate all outages of FAA impacted facilities, including NOTAMS.
  18. Order and coordinate a flight inspection of GS and MALSF.
  19. Ensure the systems are operational and in compliance with FAA standards, conduct the required flight inspections, complete all documentation for the facility publications, to facilitate the transfer of equipment over to the local FAA offices for operations and maintenance (includes both acceptance inspections).
- C. The Sponsor will perform the following activities:
1. Provide the FAA Point of Contact (POC) identified by this document with plans and specifications for the project. This includes electronic drawings of all project areas, grading plans of safety areas, proposed runway centerline profiles, latitude, longitude, and elevation of runway ends, in both PDF and AutoCAD formats.
  2. Provide a full schedule of the work to be accomplished, including construction activities relating to FAA facilities and equipment.
  3. Incorporate any requirements and recommendations made by the FAA and agreed to by the Sponsor into the design drawings and specifications and into the construction project.
  4. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspections, and equipment installation and testing activities.

5. Provide photographic records of the construction as it pertains to FAA facilities when requested.
6. Provide the most up to date geotechnical reports for the project.
7. Install foundations and other infrastructure (i.e. underground conduit for MALSR to MALSF on RWY 11) in accordance with FAA standards and specifications, to include a new concrete foundation for relocated shelter, new underground conduit from shelter to array, and new cabling. While not all materials will be Government Furnished Material (GFM), the FAA will provide in-ground light cans, Amerace connectors, and light fixtures.
8. Prepare infrastructure/utilities for temporary future GS shelter and tower in accordance with FAA standards and specifications: new concrete foundations for GS tower and relocated shelter, new conduit (RF and power) on GS tower to shelter.
9. Relocate GS tower to the new temporary position. Abate and remove GS shelter.
10. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
11. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA during oversight or inspection of construction. All exceptions must be cleared or otherwise resolved before the agreement can be closed out. If the Sponsor does not fix Joint Acceptance Inspection (JAI) exceptions, funding for the fixes will be paid by the reimbursable agreement funds.

This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

**Change To:**

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a design for the temporary relocation of the FAA Runway (RWY) 11 Glide Slope (GS) tower and shelter and support for the conversion of the existing Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) to Medium Intensity Approach Lighting System with Sequenced Flashing Lights (MALSF) enabling the relocation of RWY 11/29. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Grand Junction, CO (GJT) – Design and Construction Support for RWY 11/29  
Relocation**

B. The FAA will perform the following activities:

1. Provide the necessary engineering support to review the airport project drawings for design coordination.
2. Provide preliminary requirements including site locations, commercial power, telecommunications/FAA telecommunications infrastructure (FTI), shelters, and grading to support the Sponsor's planning activities.
3. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
4. Attend meetings and perform site visits in support of reimbursable agreement program management.
5. Provide cost estimate for completed site studies.
6. Provide preliminary Rough Order of Magnitude (ROM) estimates for construction and installation of FAA facilities as required.
7. Provide engineering design for affected FAA facilities under selected alternative for preliminary engineering.
8. Participate in project progress and coordination meetings.
9. Perform the engineering design work, including new siting and layout, necessary for the relocation of the FAA RWY 11 GS and MALSR/MALSF serving RWY 11.
10. Prepare the GS tower for relocation by removing and storing existing antennas. Prepare the GS shelter for abatement and removal by removing and storing all electronic equipment.
11. Provide Resident Engineering (RE) services for construction activities and electronic installation of all facilities.
12. Electronic installation related to GS facilities to include:
  - a. Mounting of the GS antennas onto the relocated tower
  - b. Installation of radio frequency (RF) cabling
  - c. Installation of existing electronics into the new GS shelter
  - d. Tuning and calibrating of the GS system

13. Electronic modification related to the MALSR to MALSF conversion to include:
  - a. Removal of the trigger wires associated with the existing flashers to be removed
  - b. Removal of the existing light heads and fixtures, individual control cabinets (ICCs), and junction boxes for new above ground light stations
  - c. Installation and connection of new in-pavement lights
  - d. Installation and connection of existing lights/light heads onto new bases
  - e. Installation and connection of ICCs and new junction boxes for the new above ground light stations
14. Provide monitoring for Localizer (LOC)/GS with either wireless or wired connection.
15. Procure materials for the RWY 11 MALSR to MALSF conversion to include:
  - a. Semi flush lights
  - b. ICCs (if needed)
  - c. Isolation transformers
  - d. Fittings
  - e. Light cans
16. Remove Runway Visual Range (RVR) system from its foundation on airfield and provide this equipment/facility to the System Support Center (SSC) for further instruction/disposition.
17. Initiate and coordinate all outages of FAA impacted facilities, including Notice to Air Missions (NOTAMs).
18. Order and coordinate a flight inspection of the FAA owned GS, LOC and MALSF, as well as the airport owned Precision Approach Path Indicator (PAPI), runway end lights and runway edge lights.
19. Ensure these systems are operational and in compliance with FAA standards, conduct the required flight inspections, complete all documentation for the facility publications, to facilitate the transfer of equipment over to the local FAA offices for operations and maintenance (includes both acceptance inspections).

C. The Sponsor will perform the following activities:

1. Provide the FAA Point of Contact (POC) identified by this document with plans and specifications for the project. This includes electronic drawings of all project areas, grading plans of safety areas, proposed runway centerline profiles, latitude, longitude, and elevation of runway ends, in both PDF and AutoCAD formats.
2. Provide a full schedule of the work to be accomplished, including construction activities relating to FAA facilities and equipment. Also provide project schedule updates to the FAA RE related to the airport owned PAPI, runway end lights and runway edge lights to enable proper coordination and planning for flight inspections.
3. Incorporate any requirements and recommendations made by the FAA and agreed to by the Sponsor into the design drawings and specifications and into the construction project.
4. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspections, and equipment installation and testing activities.
5. Provide photographic records of the construction as it pertains to FAA facilities when requested.
6. Provide the most up to date geotechnical reports for the project.
7. Install foundations and other infrastructure i.e. underground conduit for MALSR to MALSF on RWY 11 in accordance with FAA standards and specifications: new concrete foundation for relocated shelter, new underground conduit from shelter to array, and new cabling. Not all materials will be Government Furnished Material (GFM) but FAA will provide in ground cans, Amerace connectors, and light fixtures.
8. Prepare infrastructure/utilities for temporary future GS shelter and tower in accordance with FAA standards and specifications: new concrete foundations for GS tower and relocated shelter, new conduit (RF and power) on GS tower to shelter.
9. Relocate GS shelter and tower to the new temporary position.
10. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
11. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA during oversight or inspection of construction. All exceptions must be cleared or otherwise resolved before the

agreement can be closed out. If the Sponsor does not fix Joint Acceptance Inspection (JAI) exceptions, funding for the fixes will be paid by the reimbursable agreement funds.

- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [] No. If Yes, the grant date is: **August 24, 2022** and the grant number is: **3-08-0027-077-2022**. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

##### **Change From:**

##### A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Jake Florendo** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(424) 405-7704** or via email at **jake.florendo@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, NAVAIDS Engineering Center DES** will perform the scope of work included in this Agreement. **Rowena Smith** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(206) 231-2675** or via email at **rowena.smith@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

##### B. Sponsor:

**Grand Junction Regional Airport  
Authority, Attn: Angela Padelecki  
2828 Walker Field Drive #301  
Grand Junction, Colorado 81506  
Telephone: (970) 248-8588  
Email: apadalecki@gjairport.com**

**Change To:**

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Matthew Robertson** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(206) 231-2855** or via email at **matthew.d.robertson@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, NAVAIDS Engineering Center DES** will perform the scope of work included in this Agreement. **Rowena Smith** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(206) 231-2675** or via email at **rowena.smith@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

**Grand Junction Regional Airport  
Authority, Attn: Angela Padelecki  
2828 Walker Field Drive #301  
Grand Junction, Colorado 81506  
Telephone: (970) 248-8588  
Email: apadalecki@gjairport.com**

**ARTICLE 7. Estimated Costs**

**Change From:**

The estimated FAA costs associated with this Agreement are as follows:

<b>DESCRIPTION OF REIMBURSABLE ITEM</b>	<b>ESTIMATED COST</b>
<b>Labor</b>	
WB4010 – Program Management	\$4,703.00
WB4020 – Engineering Support	\$82,032.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$1,881.00
WB4050 – Construction	\$37,622.00
WB4060 – Site Preparation, Installation, Test & Checkout	\$71,006.00
WB4060 – Conduct Flight Inspection	\$3,064.00
WB4070 – Joint Acceptance Inspection/Commissioning/Closeout	\$31,038.00
Labor Subtotal	\$231,346.00
Labor Overhead	\$36,629.78
<b>Total Labor</b>	<b>\$267,975.78</b>
<b>Non-Labor</b>	
WB3070 – Logistic Support (Supplies/Materials)	\$49,095.00
WB4010, WB4020, WB4050, WB4060, WB4070 – Travel	\$34,783.00
WB4050 – Contract Labor	\$11,332.00
WB4050 – Construction	\$126,038.00
WB4060 – Conduct Flight Inspection	\$29,358.00
Non-Labor Subtotal	\$250,606.00
Non-Labor Overhead	\$20,048.48
<b>Total Non-Labor</b>	<b>\$270,654.48</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$538,630.26</b>

**Change To:**

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ORIGINAL ESTIMATED COST	A1 ESTIMATED COST	TOTAL ESTIMATED COST
<b>Labor</b>			
WB4010 – Program Management	\$4,703.00	\$2,822.00	\$7,525.00
WB4020 – Engineering Support	\$82,032.00	(\$59,174.00)	\$22,858.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$1,881.00	\$1,881.00	\$3,762.00
WB4050 – Construction	\$37,622.00	\$47,028.00	\$84,650.00
WB4060 – Site Preparation, Installation, Test & Checkout	\$71,006.00	\$33,152.00	\$104,158.00
WB4060 – Conduct Flight Inspection	\$3,064.00	\$3,064.00	\$6,128.00
WB4070 – Joint Acceptance Inspection/Commissioning/Closeout	\$31,038.00	\$31,038.00	\$62,076.00
Labor Subtotal	\$231,346.00	\$59,811.00	\$291,157.00
Labor Overhead	\$36,629.78	\$9,470.08	\$46,099.86
<b>Total Labor</b>	<b>\$267,975.78</b>	<b>\$69,281.08</b>	<b>\$337,256.86</b>
<b>Non-Labor</b>			
WB3070 – Logistic Support (Supplies/Materials)	\$49,095.00	\$132,928.00	\$182,023.00
WB4010, WB4020, WB4050, WB4060, WB4070 – Travel	\$34,783.00	\$16,270.00	\$51,053.00
WB3070, WB4020, WB4050, WB4060 – Contract Labor	\$11,332.00	\$25,550.00	\$36,882.00
WB4050 – Construction	\$126,038.00		\$126,038.00
WB4060 – Conduct Flight Inspection	\$29,358.00	\$53,424.00	\$82,782.00
WB4060 – Supplies/Materials		\$2,779.00	\$2,779.00
Non-Labor Subtotal	\$250,606.00	\$230,951.00	\$481,557.00
Non-Labor Overhead	\$20,048.48	\$18,476.08	\$38,524.56
<b>Total Non-Labor</b>	<b>\$270,654.48</b>	<b>\$249,427.08</b>	<b>\$520,081.56</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$538,630.26</b>	<b>\$318,708.16</b>	<b>\$857,338.42</b>

## ARTICLE 9. Reimbursement and Accounting Arrangements

### Change From:

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Grand Junction Regional Airport Authority  
Attn: Sarah Menge  
2828 Walker Field Drive, Suite 301  
Grand Junction, CO 81506  
Telephone: (970) 248-8581  
Email: smenge@gjairport.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

**Change To:**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612A  
Washington D.C. 20591  
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Grand Junction Regional Airport Authority  
Attn: Jennifer Kroeker  
2828 Walker Field Drive, Suite 301  
Grand Junction, CO 81506  
Telephone: (970) 248-8581  
Email: jkroeker@gjairport.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

**Remove:**

**ARTICLE 21. Ensuring Adequate COVID Safety Protocols – Reserved**

**Change From:**

**ARTICLE 22. Entire Agreement**

**Change To:**

**ARTICLE 21. Entire Agreement**

Except as specified above, all other terms and conditions of the original agreement and any previous amendment changes shall remain the same. These changes are effective on the date of the last signature below.

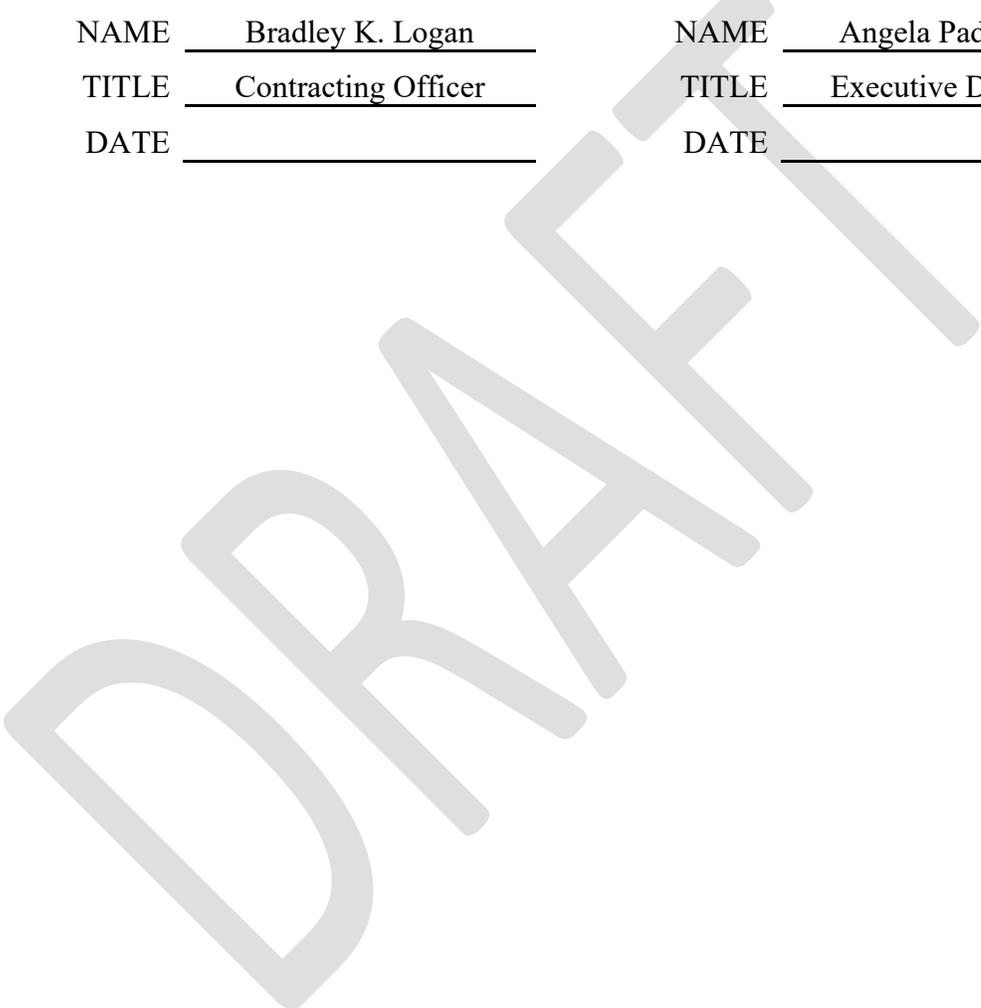
**AGREED:**

**FEDERAL AVIATION  
ADMINISTRATION**

**GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Angela Padalecki  
TITLE Executive Director  
DATE \_\_\_\_\_



# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	Executive Director Employment Agreement Amendment
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PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
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RECOMMENDATION:	Approve the proposed fifth amendment to the Executive Director's Employment Agreement
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SUMMARY:	<p>The Board conducted the Executive Director's annual review and directed that an amendment to the Executive Director's Employment Agreement be prepared for consideration at the April regular meeting of the Board. As presented, the amendment increases the Executive Director's annual salary by 5% to \$195,002.26 with an effective date of April 1, 2024, and provides for a one-time bonus for outstanding performance during 2023 of \$13,000.15 (7% of the annual salary for 2023).</p> <p>The Fifth Amendment further provides a new longevity bonus for the Executive Director to encourage continued high performance and timely completion of critical capital projects.</p>
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REVIEWED BY:	Executive Committee and Legal Counsel
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FISCAL IMPACT:	\$22,285.97 increase to annual salaries and wages
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ATTACHMENTS:	Fifth Amendment to the Executive Director's Employment Agreement
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STAFF CONTACT:	Dan Reimer Legal Counsel Email: <a href="mailto:dan@airportcounselor.com">dan@airportcounselor.com</a> Phone: 303-596-2170
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**EMPLOYMENT AGREEMENT  
FIFTH AMENDMENT**

This Fifth Amendment to the Employment Agreement by and between the Grand Junction Regional Airport Authority and Angela Padalecki is made and entered as of the date last signed below.

**WHEREAS**, the Grand Junction Regional Airport Authority (“Authority”) and Angela Padalecki (“Employee”) (together referred to as the “Parties”) entered into the Employment Agreement with an effective date of January 8, 2018, providing for Employee to serve as Executive Director of the Grand Junction Regional Airport (“Airport”) owned and operated by the Authority.

**WHEREAS**, the Parties amended the Employment Agreement on April 16, 2019, with an effective date of January 8, 2019 (“First Amendment”); further amended the Employment Agreement on March 24, 2020, with an effective date of January 8, 2020 (“Second Amendment”); further amended the Employment Agreement on March 15, 2022, with an effective date of January 1, 2022 (“Third Amendment”); and further amended the Employment Agreement on March 21, 2023, with an effective date of April 1, 2023 (“Fourth Amendment”).

**WHEREAS**, the First Amendment increased the Employee’s annual salary by 2.7% to \$164,320 and provided a 1.3% one-time bonus of \$2,080; the Second Amendment increased the Employee’s annual salary by 3.5% to \$170,070 and provided a 0.5% one-time bonus of \$800; the Third Amendment increased the Employee’s annual salary by 4% to \$176,872.80 and provided a 3% one-time bonus of \$5,102.10; and the Fourth Amendment increased the Employee’s annual salary by 5% to \$185,716.44 and provided a 3% one-time bonus of \$5,306.19.

**WHEREAS**, the Employment Agreement, with an effective date of January 8, 2018, at Section 10, provided a longevity bonus for the first five years of Employee’s employment, which longevity bonus has expired.

**WHEREAS**, the Parties mutually desire to amend the Employment Agreement to increase Employee’s annual salary, provide a bonus, and reestablish a longevity bonus.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. In **Section 4, Compensation**, the first paragraph is deleted and replaced as follows:

The Authority provided Employee a 5% pay increase for a new annual salary of \$195,002.26 effective April 1, 2024, 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 1, 2023, to December 31, 2023, Employee shall be paid a one-time bonus of \$13,000.15 (7% of the respective annual salary for 2023) on May 1st, 2024, which amount shall be subject to standard withholdings.

2. In **Section 4, Compensation**, the third paragraph is deleted and replaced as follows:

A cash automobile allowance of \$750 per month shall be paid to Employee on or about the first day of each month of her employment hereunder. Employee shall pay all taxes attributable to the automobile allowance.

3. **Section 10, Longevity Bonus**, is deleted in its entirety and replaced as follows.

Employee shall receive a longevity bonus to encourage retention, continued performance, and timely completion of the Runway 11/29 Relocation and Taxiway "A" Reconstruction projects, currently scheduled for completion in 2031. The longevity bonus shall be in addition to salary and any bonus authorized by the Authority, and further shall be payable on a lump sum basis at the end of each calendar year, provided Employee is employed on the applicable date, according to the following schedule:

2025 - \$8,800  
2026 - \$9,800  
2027 - \$10,600  
2028 - \$11,300  
2029 - \$12,000  
2030 - \$12,600  
2031 - \$13,250  
2032 - \$13,800  
2033 - \$32,850

Total over this period is \$125,000.00.

Employee shall be entitled to the longevity bonus provided the Authority determines, as part of the performance evaluation conducted in accordance with Section 9 of the Employment Agreement, that Employee's performance rating during the preceding contract year was satisfactory or better. The Authority may refuse to award the longevity bonus in any year in which the Employee's performance is determined to be unsatisfactory due, for illustration and without limitation, to suspension or revocation of the Airport Operating Certificate; failure to submit timely reports, audits, budgets or other legally-required filings to any local, state or federal agency; loss of eligibility or demand for repayment of federal or state grant-in-aid in connection with the Runway 11/29 Relocation and Taxiway "A" Reconstruction projects; reduction in annual net operating income below one million dollars (\$1,000,000.00); failure to set and substantially (65% or greater) meet annual goals as a direct result of Employee's action or inaction; and failure to maintain and update airport and capital plans.

The Authority, in its sole discretion, may increase or accelerate payment of the longevity bonus in the event that the Runway 11/29 Relocation and Taxiway "A" Reconstruction projects are complete, fully funded, and certified and available for use prior to December 31, 2033. In no event shall Employee be eligible to receive the longevity bonus after separation, except that, in the event the Employee is terminated by the Authority without cause as set forth in Section 11.A hereof, the longevity bonus for the calendar year that Employee was separated shall be added to the severance owed Employee.

4. All other terms and conditions of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Authority has caused this Fifth Amendment to be signed and executed on its behalf by its Chairman, and Angela Padalecki has signed and executed this Fifth Amendment.

By: \_\_\_\_\_  
Thomas R. Benton, Chairman  
Grand Junction Regional Airport Authority

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Angela Padalecki  
Employee

\_\_\_\_\_ Date



GRAND JUNCTION REGIONAL AIRPORT

**February 2024**  
DATA & STATISTICS

# Total Passenger Enplanements



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	987	7,201	0	10,410	0	18,598	↑ 12.1%
FEB	824	7,532	846	9,478	0	18,680	↑ 1.4%
MAR						0	
APR						0	
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
<b>TOTAL</b>	<b>1,811</b>	<b>14,733</b>	<b>846</b>	<b>19,888</b>	<b>-</b>	<b>37,278</b>	
Market Share	4.86%	39.52%	2.27%	53.35%	0.00%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	932	8,545	0	7,110	0	16,587
FEB	1,507	9,479	0	7,326	108	18,420
MAR	2,512	8,687	0	8,886	0	20,085
APR	1,790	10,063	0	10,339	0	22,192
MAY	1,587	10,848	0	11,221	0	23,656
JUN	1,663	9,246	0	9,285	0	20,194
JUL	2,571	10,062	0	9,280	0	21,913
AUG	1,303	9,171	0	9,826	0	20,300
SEP	893	10,032	0	12,388	0	23,313
OCT	1,074	11,220	0	11,501	0	23,795
NOV	980	8,490	0	11,535	0	21,005
DEC	1,041	7,932	0	10,877	0	19,850
<b>TOTAL</b>	<b>17,853</b>	<b>113,775</b>	<b>-</b>	<b>119,574</b>	<b>108</b>	<b>251,310</b>
Market Share	7.10%	45.27%	0.00%	47.58%	0.04%	100.00%

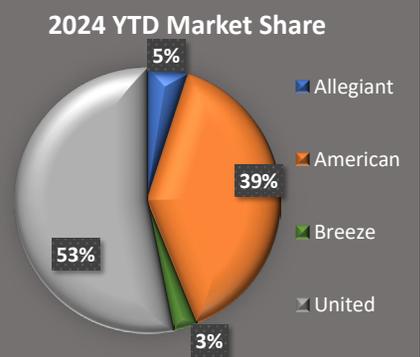
# Total Passenger Deplanements



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	1,001	9,044	0	13,474	0	23,519	↑ 21.4%
FEB	814	7,316	738	11,500	178	20,546	↑ 4.4%
MAR						0	
APR						0	
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
<b>TOTAL</b>	<b>1,815</b>	<b>16,360</b>	<b>738</b>	<b>24,974</b>	<b>178</b>	<b>44,065</b>	
Market Share	4.12%	37.13%	1.67%	56.68%	0.40%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	900	8,617	0	9,727	131	19,375
FEB	1,529	9,723	0	8,164	265	19,681
MAR	2,259	10,202	0	10,820	202	23,483
APR	1,827	10,498	0	10,453	54	22,832
MAY	1,683	10,837	0	10,761	0	23,281
JUN	1,683	9,194	0	9,776	2	20,655
JUL	2,792	9,595	0	9,006	0	21,393
AUG	1,345	9,124	0	9,897	0	20,366
SEP	796	9,615	0	11,834	0	22,245
OCT	1,050	10,451	0	11,176	0	22,677
NOV	960	8,262	0	11,333	0	20,555
DEC	992	8,386	0	11,724	0	21,102
<b>TOTAL</b>	<b>17,816</b>	<b>114,504</b>	<b>-</b>	<b>124,671</b>	<b>654</b>	<b>257,645</b>
Market Share	6.91%	44.44%	0.00%	48.39%	0.25%	100.00%

# Scheduled Capacity



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	1,404	9,254	0	13,399	24,057	↑ 15.8%
FEB	1,248	11,508	1,540	14,912	29,208	↑ 21.1%
MAR					0	
APR					0	
MAY					0	
JUN					0	
JUL					0	
AUG					0	
SEP					0	
OCT					0	
NOV					0	
DEC					0	
<b>TOTAL</b>	<b>2,652</b>	<b>20,762</b>	<b>1,540</b>	<b>28,311</b>	<b>53,265</b>	
Market Share	4.98%	38.98%	2.89%	53.15%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	1,446	11,096	0	8,230	20,772
FEB	2,112	13,749	0	8,262	24,123
MAR	3,102	13,908	0	10,846	27,856
APR	2,826	13,300	0	10,980	27,106
MAY	2,334	13,057	0	12,418	27,809
JUN	3,078	11,091	0	11,424	25,593
JUL	3,546	12,727	0	11,214	27,487
AUG	1,794	13,628	0	11,218	26,640
SEP	1,278	11,972	0	14,112	27,362
OCT	1,404	12,212	0	12,106	25,722
NOV	1,269	10,053	0	12,716	24,038
DEC	1,448	9,912	0	12,990	24,350
<b>TOTAL</b>	<b>25,637</b>	<b>146,705</b>	<b>-</b>	<b>136,516</b>	<b>308,858</b>
Market Share	8.30%	47.50%	0.00%	44.20%	100.00%

# Load Factor

\*Includes Scheduled Flights ONLY



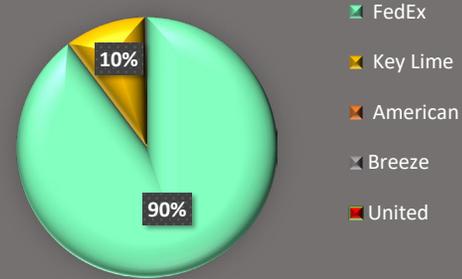
2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	70%	78%	0%	78%	77%	↓ -3%
FEB	66%	65%	55%	63%	64%	↓ -13%
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>68%</b>	<b>71%</b>	<b>55%</b>	<b>70%</b>	<b>70%</b>	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	64%	77%	0%	86%	80%
FEB	71%	69%	0%	89%	76%
MAR	81%	62%	0%	82%	72%
APR	63%	76%	0%	91%	81%
MAY	68%	83%	0%	90%	85%
JUN	54%	83%	0%	77%	77%
JUL	73%	79%	0%	81%	79%
AUG	73%	67%	0%	83%	74%
SEP	70%	84%	0%	88%	85%
OCT	76%	92%	0%	94%	92%
NOV	77%	84%	0%	91%	87%
DEC	72%	80%	0%	84%	82%
<b>TOTAL</b>	<b>70%</b>	<b>78%</b>	<b>0%</b>	<b>86%</b>	<b>81%</b>

# 2024 Enplaned and Deplaned Airfreight - Lbs

2024 YTD			
Enplaned Freight	614,808	↑	19.73%
Deplaned Freight	948,216	↑	7.91%
2023 YTD			
Enplaned Freight	513,474		
Deplaned Freight	878,681		

2024 Market Share



Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual Inc/Dec
JAN	284,027	14,391	12	-	97	298,527	298,527	↑ 8.0%
FEB	304,293	11,959	-	-	29	316,281	614,808	↑ 33.5%
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>588,320</b>	<b>26,350</b>	<b>12</b>	<b>-</b>	<b>126</b>	<b>614,808</b>	<b>614,808</b>	
Market Share	95.69%	4.29%	0.00%	0.00%	0.02%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month Inc/Dec
JAN	375,391	65,372	380	-	2,181	443,324	443,324	↓ -1.1%
FEB	438,433	65,277	567	-	615	504,892	948,216	↑ 17.3%
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>813,824</b>	<b>130,649</b>	<b>947</b>	<b>-</b>	<b>2,796</b>	<b>948,216</b>	<b>948,216</b>	
Market Share	85.83%	13.78%	0.10%	0.00%	0.29%	100.00%		

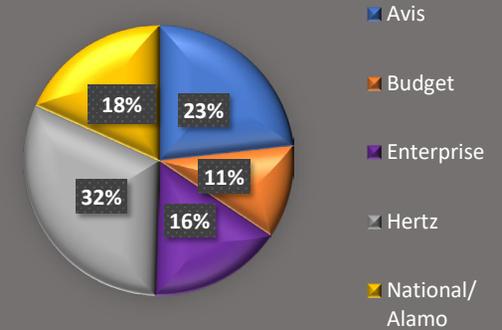
# 2024 Aircraft Operations

2024	Itinerant					Local			TOTAL
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	
JAN	629	456	1,839	98	3,022	2,080	36	2,116	5,138
FEB					0			0	0
MAR					0			0	0
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
<b>TOTAL</b>	<b>629</b>	<b>456</b>	<b>1,839</b>	<b>98</b>	<b>3,022</b>	<b>2,080</b>	<b>36</b>	<b>2,116</b>	<b>5,138</b>
Historical Data	2019	2020	2021	2022	2023	2024	2023-2024 Inc/Dec		
JAN	3,425	3,713	4,904	4,477	4,054	5,138	↑	26.74%	
FEB	3,473	4,378	4,195	4,672	3,457	-			
MAR	4,119	3,241	4,710	4,636	4,390	-			
APR	3,378	2,436	4,238	4,357	4,538	-			
MAY	4,075	3,826	4,514	5,235	4,440	-			
JUN	4,293	4,588	5,000	4,785	4,473	-			
JUL	4,348	4,784	5,014	4,039	5,356	-			
AUG	4,256	5,436	4,858	4,983	5,250	-			
SEP	3,941	4,777	5,355	4,890	6,450	-			
OCT	4,004	5,216	5,095	5,171	5,690	-			
NOV	3,811	4,612	4,841	3,974	5,078	-			
DEC	4,216	4,532	4,269	3,746	6,135	-			
<b>TOTAL</b>	<b>47,339</b>	<b>51,539</b>	<b>56,993</b>	<b>54,965</b>	<b>59,311</b>	<b>5,138</b>			

# 2024 Rental Car Revenues



## 2024 Market Share



2024	Avis	Budget	Enterprise	Hertz	National/Alamo	Total	YTD Total	Annual YTD Inc/Dec	
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026	↑	2.3%
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202	↑	0.5%
MAR						0			
APR						0			
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
<b>TOTAL</b>	<b>332,766</b>	<b>159,586</b>	<b>230,072</b>	<b>448,237</b>	<b>261,541</b>	<b>1,432,202</b>	<b>1,432,202</b>		
Market Share	23.23%	11.14%	16.06%	31.30%	18.26%	100.00%			

2023	Avis	Budget	Enterprise	Hertz	National/Alamo	Total	YTD Total
JAN	181,827	65,487	123,652	188,798	143,046	702,810	702,810
FEB	190,145	75,821	107,590	206,867	142,539	722,962	1,425,772
MAR	254,342	104,412	134,608	247,316	183,427	924,105	2,349,877
APR	274,156	134,658	196,094	217,265	208,603	1,030,775	3,380,652
MAY	214,029	146,630	233,204	272,627	246,679	1,113,171	4,493,823
JUN	220,371	155,734	214,896	351,403	195,591	1,137,994	5,631,817
JUL	216,754	165,221	204,004	369,830	207,560	1,163,369	6,795,186
AUG	240,821	157,859	184,695	345,047	209,632	1,138,054	7,933,240
SEP	294,294	149,806	284,758	336,892	244,914	1,310,664	9,243,904
OCT	265,920	170,534	271,416	344,468	277,885	1,330,223	10,574,127
NOV	152,239	72,211	174,950	233,775	153,820	786,995	11,361,122
DEC	117,840	63,949	134,389	194,173	119,753	630,104	11,991,226
<b>TOTAL</b>	<b>2,622,738</b>	<b>1,462,322</b>	<b>2,264,256</b>	<b>3,308,461</b>	<b>2,333,449</b>	<b>11,991,226</b>	
Market Share	21.87%	12.19%	18.88%	27.59%	19.46%	100.00%	

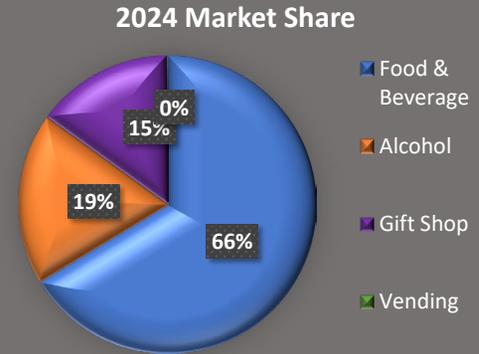
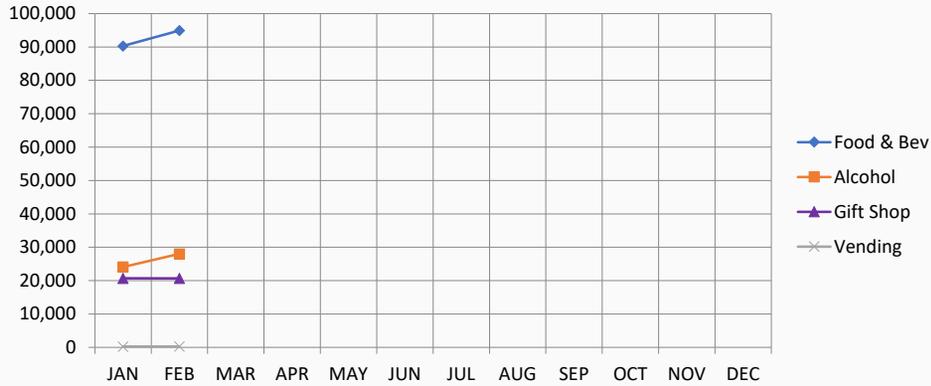
# 2024 Parking Revenues



2024	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	209,954	7,194	209,954	7,194	\$ 29.18	↑ 9.8%
FEB	211,874	7,431	211,874	7,431	\$ 28.51	↑ 1.2%
MAR			0			
APR			0			
MAY			0			
JUN			0			
JUL			0			
AUG			0			
SEP			0			
OCT			0			
NOV			0			
DEC			0			
<b>TOTAL</b>	<b>421,828</b>	<b>14,625</b>	<b>421,828</b>	<b>14,625</b>	<b>\$ 28.84</b>	

2023	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction
JAN	182,662	6,875	182,662	6,875	\$ 26.57
FEB	201,062	7,137	383,724	14,012	\$ 28.17
MAR	214,738	8,079	598,462	22,091	\$ 26.58
APR	243,795	8,458	842,257	30,549	\$ 28.82
MAY	250,617	9,550	1,092,874	40,099	\$ 26.24
JUN	183,350	8,396	1,276,224	48,495	\$ 21.84
JUL	178,577	8,650	1,454,801	57,145	\$ 20.64
AUG	178,228	7,882	1,633,029	65,027	\$ 22.61
SEP	199,599	8,268	1,832,628	73,295	\$ 24.14
OCT	239,876	10,128	2,072,504	83,423	\$ 23.68
NOV	227,874	7,983	2,300,378	91,406	\$ 28.54
DEC	217,878	8,356	2,518,256	99,762	\$ 26.07
<b>TOTAL</b>	<b>2,518,256</b>	<b>99,762</b>	<b>2,518,256</b>	<b>99,762</b>	<b>\$ 25.24</b>

# 2024 Terminal Concessions Revenues



2024	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec
JAN	90,313	24,078	20,698	249	\$ 135,337	↓ -6.2%
FEB	94,939	28,025	20,670	252	\$ 143,886	↑ 1.0%
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>185,252</b>	<b>52,103</b>	<b>41,367</b>	<b>501</b>	<b>279,223</b>	<b>-86%</b>

2023	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	94,581	27,001	22,149	542	\$ 144,273
FEB	93,333	27,432	21,176	525	\$ 142,465
MAR	102,174	35,647	24,536	433	\$ 162,790
APR	111,201	35,582	27,274	344	\$ 174,402
MAY	106,032	36,213	30,735	316	\$ 173,296
JUN	105,070	28,173	28,665	271	\$ 162,180
JUL	111,353	31,433	31,937	237	\$ 174,960
AUG	104,513	31,181	32,036	279	\$ 168,008
SEP	102,355	34,840	34,470	260	\$ 171,925
OCT	105,895	37,553	32,609	233	\$ 176,290
NOV	87,515	31,440	25,939	236	\$ 145,131
DEC	79,536	27,439	24,070	292	\$ 131,337
<b>TOTAL</b>	<b>1,203,560</b>	<b>383,933</b>	<b>335,597</b>	<b>3,968</b>	<b>1,927,057</b>
Market Share	62%	20%	17%	0%	100%

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

02/29/2024

	Month			Budget Variance		Prior Year Variance		
	02/29/2024	02/29/2024	02/28/2023	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var	
	Budget	Actual	PY Actual					
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>56,000</b>	<b>79,493</b>	<b>54,981</b>	<b>23,493</b>	<b>41.95 %</b>	<b>24,512</b>	<b>44.58 %</b>
2	Terminal rent	134,417	129,612	116,967	(4,805)	(3.57) %	12,645	10.81 %
3	Other (boarding bridge)	4,163	3,527	5,116	(636)	(15.28) %	(1,589)	(31.06) %
	<b>Total Passenger airline revenue</b>	<b>194,580</b>	<b>212,632</b>	<b>177,064</b>	<b>18,052</b>	<b>9.28 %</b>	<b>35,568</b>	<b>20.09 %</b>
Non-passenger airline revenue								
4	Non-passenger landing fees	8,800	12,420	8,543	3,620	41.14 %	3,877	45.38 %
5	Cargo and hangar rentals	5,284	5,284	4,904	-	0.00 %	380	7.75 %
6	<b>Fuel tax</b>	<b>35,457</b>	<b>22,295</b>	<b>47,706</b>	<b>(13,162)</b>	<b>(37.12) %</b>	<b>(25,411)</b>	<b>(53.27) %</b>
7	Fuel Flowage Fees and Sales	37,356	38,503	40,316	1,147	3.07 %	(1,813)	(4.50) %
8	Other (ramp parking, rapid refuel)	1,197	1,852	1,477	655	54.72 %	375	25.39 %
	<b>Total Non-passenger airline revenue</b>	<b>88,094</b>	<b>80,354</b>	<b>102,946</b>	<b>(7,740)</b>	<b>(8.79) %</b>	<b>(22,592)</b>	<b>(21.95) %</b>
	<b>Total Aeronautical revenue</b>	<b>282,674</b>	<b>292,986</b>	<b>280,010</b>	<b>10,312</b>	<b>3.65 %</b>	<b>12,976</b>	<b>4.63 %</b>
Non-aeronautical revenue								
9	Land and building leases	57,417	55,423	51,706	(1,994)	(3.47) %	3,717	7.19 %
10	Terminal - restaurant & retail	18,000	20,593	20,421	2,593	14.41 %	172	0.84 %
11	Terminal - other	15,333	15,450	15,406	117	0.76 %	44	0.29 %
12	Rental cars	108,322	103,686	103,525	(4,636)	(4.28) %	161	0.16 %
13	Parking	184,667	187,438	178,213	2,771	1.50 %	9,225	5.18 %
14	Ground Transportation	6,636	3,672	5,999	(2,964)	(44.67) %	(2,327)	(38.79) %
15	Other (advertising, security fee, vending, etc)	3,707	10,745	3,845	7,038	189.86 %	6,900	179.45 %
	<b>Total Non-aeronautical revenue</b>	<b>394,082</b>	<b>397,007</b>	<b>379,115</b>	<b>2,925</b>	<b>0.74 %</b>	<b>17,892</b>	<b>4.72 %</b>
	<b>Total Operating revenues</b>	<b>676,756</b>	<b>689,993</b>	<b>659,125</b>	<b>13,237</b>	<b>1.96 %</b>	<b>30,868</b>	<b>4.68 %</b>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		02/29/2024	02/29/2024	02/28/2023				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>\$ 116,000</b>	<b>\$ 151,771</b>	<b>\$ 107,941</b>	<b>\$ 35,771</b>	<b>30.84 %</b>	<b>\$ 43,830</b>	<b>40.61 %</b>
2	Terminal rent	268,834	264,115	233,933	(4,719)	(1.76) %	30,182	12.90 %
3	Other (boarding bridge)	8,772	7,098	9,892	(1,674)	(19.08) %	(2,794)	(28.25) %
	<i>Total Passenger airline revenue</i>	<u>393,606</u>	<u>422,984</u>	<u>351,766</u>	<u>29,378</u>	<u>7.46 %</u>	<u>71,218</u>	<u>20.25 %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	18,100	22,915	18,006	4,815	26.60 %	4,909	27.26 %
5	Cargo and hangar rentals	10,568	10,567	9,807	(1)	(0.01) %	760	7.75 %
6	<b>Fuel tax</b>	<b>63,690</b>	<b>44,599</b>	<b>82,565</b>	<b>(19,091)</b>	<b>(29.97) %</b>	<b>(37,966)</b>	<b>(45.98) %</b>
7	Fuel Flowage Fees and Sales	75,072	78,811	83,770	3,739	4.98 %	(4,959)	(5.92) %
8	Other (ramp parking, rapid refuel)	1,719	2,730	2,257	1,011	58.81 %	473	20.96 %
	<i>Total Non-passenger airline revenue</i>	<u>169,149</u>	<u>159,622</u>	<u>196,405</u>	<u>(9,527)</u>	<u>(5.63) %</u>	<u>(36,783)</u>	<u>(18.73) %</u>
	<i>Total Aeronautical revenue</i>	<u>562,755</u>	<u>582,606</u>	<u>548,171</u>	<u>19,851</u>	<u>3.53 %</u>	<u>34,435</u>	<u>6.28 %</u>
Non-aeronautical revenue								
9	Land and building leases	114,834	108,332	103,412	(6,502)	(5.66) %	4,920	4.76 %
10	Terminal - restaurant & retail	34,000	39,684	39,086	5,684	16.72 %	<b>598</b>	<b>1.53 %</b>
11	Terminal - other	30,666	30,901	30,812	235	0.77 %	89	0.29 %
12	Rental cars	214,608	209,092	204,389	(5,516)	(2.57) %	4,703	2.30 %
13	<b>Parking</b>	<b>352,159</b>	<b>372,903</b>	<b>339,849</b>	<b>20,744</b>	<b>5.89 %</b>	<b>33,054</b>	<b>9.73 %</b>
14	Ground Transportation	12,597	6,414	10,832	(6,183)	(49.08) %	(4,418)	(40.79) %
15	Other (advertising, security fee, etc.)	7,336	16,064	8,830	8,728	118.97 %	7,234	81.93 %
	<i>Total Non-aeronautical revenue</i>	<u>766,200</u>	<u>783,390</u>	<u>737,210</u>	<u>17,190</u>	<u>2.24 %</u>	<u>46,180</u>	<u>6.26 %</u>
	<b>Total Operating Revenues</b>	<b>\$ 1,328,955</b>	<b>\$ 1,365,996</b>	<b>\$ 1,285,381</b>	<b>\$ 37,041</b>	<b>2.79 %</b>	<b>\$ 80,615</b>	<b>6.27 %</b>

**Grand Junction Regional Airport Authority**  
**Statements of Changes in Net Position**

Unaudited - subject to change

	Year to Date			Budget Variance		Prior Year Variance	
	02/29/2024	02/29/2024	02/28/2023				
	Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
<b>Operating expenses</b>							
<b>16 Personnel compensation and benefits</b>	<b>\$ 517,138</b>	<b>\$ 423,569</b>	<b>\$ 411,273</b>	<b>(93,569)</b>	<b>(18.09) %</b>	<b>12,296</b>	<b>2.99 %</b>
17 Communications and utilities	83,680	59,464	85,026	(24,216)	(28.94) %	(25,562)	(30.06) %
18 Supplies and materials	141,886	95,868	144,885	(46,018)	(32.43) %	(49,017)	(33.83) %
19 Contract services	153,100	96,839	109,633	(56,261)	(36.75) %	(12,794)	(11.67) %
20 Repairs & maintenance	98,000	56,088	65,059	(41,912)	(42.77) %	(8,971)	(13.79) %
21 Insurance	33,334	26,706	24,589	(6,628)	(19.88) %	2,117	8.61 %
22 Training, Travel, & Air Service Development	34,832	12,554	33,681	(22,278)	(63.96) %	(21,127)	(62.73) %
23 Other Expense (marketing, professional dues, etc.)	20,030	14,358	13,727	(5,672)	(28.32) %	631	4.60 %
24 Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
<i>Total Operating expenses</i>	<i>1,082,000</i>	<i>785,446</i>	<i>887,873</i>	<i>(296,554)</i>	<i>(27.41) %</i>	<i>(102,427)</i>	<i>(11.54) %</i>
<b>Excess of Operating revenue over (under) expense</b>	<b>\$ 246,955</b>	<b>\$ 580,550</b>	<b>\$ 397,508</b>	<b>333,595</b>	<b>135.08 %</b>	<b>183,042</b>	<b>46.05 %</b>
<b>Non-operating revenue (expenses)</b>							
25 Passenger facility charges	166,772	172,739	168,873	5,967	3.58 %	3,866	2.29 %
26 Interest income	184,000	224,736	85,043	40,736	22.14 %	139,693	164.26 %
27 Interest expense	(127,394)	(130,038)	(117,975)	(2,644)	(2.08) %	(12,063)	(10.23) %
28 Customer facility charges	68,283	77,496	71,216	9,213	13.49 %	6,280	8.82 %
<b>29 Capital contributions</b>	<b>18,645,835</b>	<b>3,069,911</b>	<b>1,524,347</b>	<b>(15,575,924)</b>	<b>(83.54) %</b>	<b>1,545,564</b>	<b>101.39 %</b>
<b>29 Capital expenditures</b>	<b>(21,173,436)</b>	<b>(3,709,688)</b>	<b>(2,020,198)</b>	<b>17,463,748</b>	<b>82.48 %</b>	<b>(1,689,490)</b>	<b>(83.63) %</b>
30 Non-Capital Contributions	11,834	10,488	10,590	(1,346)	(11.37) %	(102)	(0.96) %
31 Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
32 Other	-	-	-	-	0.00 %	-	0.00 %
<i>Total Non-operating revenue (expenses)</i>	<i>(2,224,106)</i>	<i>(284,356)</i>	<i>(278,104)</i>	<i>1,939,750</i>	<i>87.21 %</i>	<i>(6,252)</i>	<i>(2.25) %</i>
<b>Excess of revenue over (under) expense</b>	<b>\$ (1,977,151)</b>	<b>\$ 296,194</b>	<b>\$ 119,404</b>	<b>2,273,345</b>	<b>114.98 %</b>	<b>176,790</b>	<b>148.06 %</b>

**Variance Explanations -February 2024 Revenue Compared to Budget - Preliminary Financial Statements**

	Feb-24	Feb-24	Feb-23	Budget Variance		PY Variance	
	Budget	Actual	Actual				
<b>Seat Capacity</b>	23,251	29,208	24,123	5,957	26%	5,085	21%
<b>Passenger Landed Weight</b>	22,748,501	28,681,735	23,187,871	5,933,234	26%	5,493,864	24%
<b>Enplanements</b>	18,922	18,680	18,420	(242)	-1%	260	1%
<b>Load Factor</b>	81%	64%	76%		-17%		-12%

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget-to-actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly budgeted operating revenue for February (\$34K), plus any other with impactful variances.

***Operating Revenues: Operating revenues were 2% (\$13K) ahead of budget in February 2024***

- 1 **Passenger airline landing fees** - Passenger landing fees were 42% (\$23K) higher than budget due to more scheduled flights on larger aircraft and 52 diverted flights mostly bound for ASE that diverted due to weather in Aspen.
- 6 **Fuel tax revenue** – Fuel tax revenues are remitted back to the airport by CDOT, which can cause variability on a month-to-month basis.

## Variance Explanations - February 2024 Preliminary Financial Statements

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget of \$66K for revenue and \$75K for all non-capital expenses and non-operating revenues and other impactful variances.

	YTD Feb -24 Budget	YTD Feb -24 Actual	YTD Feb -23 Actual	Budget Variance	PY Variance
Seat Capacity	44,135	53,265	44,895	9,130 21%	8,370 19%
Passenger Landed Weight	46,945,536	52,897,492	43,244,302	5,951,956 13%	9,653,190 22%
Enplanements	35,918	37,278	35,007	1,360 4%	2,271 6%
Load Factor	81%	70%	78%	-11%	-8%

### **Operating Revenues: Operating revenues were 3% (\$37K) ahead of budget through February 2024**

- 1 **Passenger airline landing fees** - Passenger landing fees were 31% (\$36K) ahead of budget due to more scheduled flights on larger aircraft and more diversions.
- 6 **Fuel Tax** - Fuel tax revenue fell short of budget by 30% (\$19K) due to the remittance process by CDOT, which can cause variability on a month-to-month basis.
- 13 **Parking** - Parking revenue was 6% (\$21K) above budget due to more passenger travel than budgeted.

### **Operating Expenses: Operating expenses were 27% (\$297K) below budget through February 2024**

- 16 **Personnel Compensation & Benefits** – Expenses were 18% (\$94K) below budget due to position vacancies.

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

- 29 **Capital Contributions & Expenditures** – The differences to budgeted amounts in these accounts were attributed to construction activity. The construction work is budgeted in total for the entire year. These expenditures are largely driven by the phase of construction to be completed in the reporting period.

**Grand Junction Regional Airport Authority**  
**Statement of Financial Position - Unaudited, subject to change**

		Month Ending 02/29/2024	Month Ending 01/31/2024	Variance
<b>Assets</b>				
Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 26,371,082	\$ 26,100,583	\$ 270,498
	Cash and Cash Equivalents - Restricted	3,348,600	3,276,028	72,572
1	<i>Total Cash and Cash Equivalents</i>	<u>29,719,681</u>	<u>29,376,611</u>	<u>343,070</u>
	Accounts Receivable			
	Accounts Receivable - Ops, net of allowance of \$24,000	5,328,674	5,393,972	(65,298)
	Accounts Receivable - Capital	5,045,986	4,283,996	761,990
2	<i>Total Accounts Receivable, Net</i>	<u>10,374,660</u>	<u>9,677,968</u>	<u>696,692</u>
3	Prepaid Expenses	557,405	576,164	(18,758)
	<i>Total Current Assets</i>	<u>40,651,746</u>	<u>39,630,742</u>	<u>1,021,004</u>
<b>Non-Current Assets</b>				
Capital Assets				
	Capital Assets not subject to depreciation	52,041,248	52,041,248	-
	Capital Assets subject to depreciation, net	62,111,134	62,508,304	(397,171)
4	<i>Total Capital Assets, Net</i>	<u>114,152,382</u>	<u>114,549,552</u>	<u>(397,171)</u>
5	Bond Project Fund	446,267	444,302	1,965
	<i>Total Non-Current Assets</i>	<u>114,598,648</u>	<u>114,993,854</u>	<u>(395,206)</u>
	<b>Total Assets</b>	<b><u>155,250,395</u></b>	<b><u>154,624,596</u></b>	<b><u>625,798</u></b>
6	<b>Deferred Outflows of Resources - Pension Plan</b>	<b><u>337,828</u></b>	<b><u>337,828</u></b>	<b><u>-</u></b>
<b>Liabilities</b>				
Current Liabilities				
7	Accounts Payable - Ops	209,223	1,197,732	(988,509)
7	Accounts Payable - Capital	6,194,257	3,838,083	2,356,175
8	Accrued Expenses	217,925	186,137	31,787
9	Lease Deposits	151,054	151,054	-
10	Deferred Revenue	25,067	25,067	-
11	Note Payable	428,814	419,471	9,344
12	Current portion of bonds payable	1,144,111	1,088,436	55,675
	<i>Total Current Liabilities</i>	<u>8,370,451</u>	<u>6,905,979</u>	<u>1,464,472</u>
Long Term Liabilities				
	CO SIB Payable	3,411,549	3,411,549	-
	Bond and capital lease payable	14,369,592	14,369,592	-
	Deferred Revenue	315,422	317,511	(2,089)
	Net Pension and OPEB Liability	(40,139)	(40,139)	-
13	<i>Total Long Term Liabilities</i>	<u>18,056,424</u>	<u>18,058,513</u>	<u>(2,089)</u>
	<i>Total Liabilities</i>	<u>26,426,875</u>	<u>24,964,492</u>	<u>1,462,384</u>
14	<b>Deferred Inflows of Resources</b>	<b><u>6,114,433</u></b>	<b><u>6,114,433</u></b>	<b><u>-</u></b>
	<b>Total Net Position</b>	<b><u>\$ 123,046,914</u></b>	<b><u>\$ 123,883,500</u></b>	<b><u>\$ (836,585)</u></b>

## Variance Explanations - February 2024 Statement of Financial Position

(Includes partial 2023 year-end adjustments)

### ***Assets: Total Assets increased by \$626K from January 2024 to February 2024 primarily due to grant reimbursements and capital accounts receivable cycles.***

- 1 **Cash** – Unrestricted cash increased by \$270K driven operating revenue and timing of payments.
- 2 **Accounts Receivable** – Total receivables increased by \$697K as reimbursements were requested but not yet received on grant-funded projects.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation of assets.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

### ***Deferred Outflows of Resources:***

- 6 **Deferred Outflows of Resources - Pension Plan** – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated. (Not adjusted for 2023 as of February 2024 reports)

***Liabilities: Total Liabilities increased by \$1.5M from January 2024 to February 2024 due to an increase in accounts payable associated with the airfield projects.***

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used Paid Time Off and payroll accruals to recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Note Payable** – This line is the amount due in the next year on the CO SIB loan taken to pay for the public parking lot expansion and rehabilitation of Taxilane C1A.
- 12 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds.
- 13 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually at year-end to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airport's portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents payments received by the airport for future rights of services or rent for periods farther out than 12 months. (Not adjusted for 2023 as of February 2024 reports)

***Deferred Inflows of Resources:***

- 14 **Deferred Inflows of Resources - Pension Plan** – Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month. (Not adjusted for 2023 as of February 2024 reports)

**Grand Junction Regional Airport Authority****Current Assets and Current Liabilities - Unaudited, subject to change**

	Month Ending 02/29/2024	Month Ending 01/31/2024	Variance
<b>Current Assets</b>			
Cash and Cash Equivalents - Unrestricted	\$ 26,371,082	\$ 26,100,583	\$ 270,498
Cash and Cash Equivalents - Restricted	3,348,600	3,276,028	72,572
Operating Accounts Receivable	5,328,674	5,393,972	(65,298)
Capital Accounts Receivable	5,045,986	4,283,996	761,990
Prepaid Expenses	557,405	576,164	(18,758)
<b>Total Current Assets</b>	<b>40,651,746</b>	<b>39,630,742</b>	<b>1,021,004</b>
<b>Current Liabilities</b>			
Accounts Payable - Ops	209,223	1,197,732	(988,509)
Accounts Payable - Capital	6,194,257	3,838,083	2,356,175
Accrued Expenses	217,925	186,137	31,787
Lease Deposits	151,054	151,054	-
Deferred Revenue	25,067	25,067	-
Current portion of note and bonds payable	1,572,926	1,507,907	65,019
<b>Total Current Liabilities</b>	<b>8,370,451</b>	<b>6,905,979</b>	<b>1,464,472</b>
Current Ratio - Excluding Restricted Cash	4.46	5.26	(0.81)
Days Unrestricted Cash on Hand	1,427	1,413	15

**GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through February 29, 2024**

**2024 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED**

Grant Number	Project/Grant Description	2024 Project Costs Incurred	Grant Revenue Recognized in 2024	2024 GJRAA Local Share
AIP 72	Construct Runway 11/29 (Phase 11-Grading and Drainage)	647,391	647,391	-
AIP 76	RWY 11-29 Construction Schedule 4	1,040,398	964,553	75,845
AIP 78	Temp NAVAID Equipment Construction Pavement Design	924,394	831,954	92,439
AIP 79	RWY 12-30 Sch 5-7 Grading & Drainage	695,570	626,013	69,557
AIP TBD	RWY 12-30 Pavement Design	36,143	-	36,143
<b>Total Grant Projects</b>		<b>\$ 3,343,895</b>	<b>\$ 3,069,911</b>	<b>\$ 273,985</b>

**2024 CAPITAL EXPENDITURES INCURRED FOR PROJECTS WITH NO GRANT FUNDING**

Project Description	2024 Costs Incurred
Public Parking Lot Expansion	325,747
GJT Fire Suppression System Upgrade Design	4,375
GJT Passenger Boarding Bridge Replacement Design	35,671
<b>Total Non-AIP Projects</b>	<b>\$ 365,793</b>
<b>Total Capital Expenditures YTD \$ 3,709,688</b>	