# GRAND JUNCTION REGIONAL AIRPORT AUTHORITY avelo **■ N803XT** May 18, 2021

#### **Grand Junction Regional Airport Authority**



Date: May 18, 2021

Location:

**Electronic Meeting** 

Link: https://us02web.zoom.us/j/89835604267

Time: 5:15 PM

#### **REGULAR MEETING AGENDA**

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

#### V. Citizens Comments

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

## VI. Consent Agenda

A.	April 20, 2021 Meeting Minutes	1
	- Approve the April 20, 2021 Board Meeting Minutes.	
В.	Airport Insurance Policy Renewal	2
	- Approve the 2021-2022 renewal of property and casualty insurance brok HUB International for a total renewal cost of \$132,242.70.	cered by
C.	Purchase Authorization – Terminal Trench Drain Materials	3
	- Approve the purchase of materials totaling \$29,074.16 for staff to insta	ll trench

XI. Adjournment			
x.	Aı	ny other business which may come before the Board	
	E.	• • •	
	D.		
	C.		
	В.	· · · ·	
IX.	St A.	taff Reports Executive Director Report (Angela Padalecki)	
VIII.		Public Hearing First Reading of Proposed Amendments to the Grand Junction Regional Airport Authority Bylaws	
		<ul> <li>Adopt Resolution 2021-004 to formally request assistance from the CDOT Division of Aeronautics to fund the project "Runway 4/22 Rehabilitation – Design", designate the Executive Director as the Project Director, accept all requirements of the Grant, and authorize the Chair to execute CDOT Grant Agreement 21-GJT-01.</li> </ul>	
	Δ	A. Colorado Department of Transportation – Aeronautics Division Grant Offer 21-GJT-01 for Runway 4/22 Rehabilitation - Design 5	
VII.	A	ction Items	
		<ul> <li>Approve the lease assignment between V&amp;S Holdings, LLC and Klinglesmith Enterprises, LLC and authorize the Executive Director to execute the Assignment</li> </ul>	
	D	D. Lease Assignment- V&S Holdings, LLC and Klinglesmith Enterprises, LLC	
		drains outside of the terminal building to address settlement issues in accordance with 2019 Knott Laboratory Structural Assessment.	



# Grand Junction Regional Airport Authority Board Regular Board Meeting

Meeting Minutes April 20, 2021

#### **REGULAR BOARD MEETING**

#### I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on April 20, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

#### **Commissioners Present:**

Tom Benton (Chairman)

Erling Brabaek

Linde Marshall

Clay Tufly

Ron Velarde

#### Airport Staff:

Angela Padalecki (Executive Director)

Dan Reimer (Counsel)

Sarah Menge

Cameron Reece (Clerk)

Shelagh Flesch

Ben Peck

Dylan Heberlein

#### **Guests:**

Brian Mohr, InterVISTAS
Josh Cohn, InterVISTAS

Jen Boehm, Mead and Hunt

Brad Rolf, Mead and Hunt

Jeremey Lee, Mead and Hunt Harrison Earl, CMT

Julie Thiessen, Armstrong Consultants

Colin Bible, Garver

#### II. National Anthem

## III. Approval of Agenda

Commissioner Marshall made a motion to approve the April 20, 2021 Board Agenda. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.

#### IV. Commissioner Comments

Commissioner Brabaek asked to keep requests to keep to a minimum seeking for approval for items if a final cost is not yet finalized.

Commissioner Brabaek's other comment was that at some point this summer he would like to discuss how many consultants work with the airport. With the magnitude of a \$150,000,000 runway, he feels a little uncomfortable without a in house specialist like Eric Trinklein. He would like to have more of a discussion with commissioners of how much the airport relies on consultants.

Commissioner Benton made a comment to congratulate Angela and team for the article that was in the paper on Sunday and congratulate the efforts of how we got AVELO and Frontier Airlines.

Commissioner Marshall made a comment that she is so excited to celebrate as a commissioner but also as a community and everyone she has encountered has been so excited.

#### V. Citizen Comments

No citizen comments were made.

## VI. Consent Agenda

#### A. March 16, 2021 Meeting Minutes

Approval of March 16, 2021 Board Meeting Minutes

#### B. April 6, 2021 Meeting Minutes

Approval of April 6, 2021 Special Board Meeting Minutes

#### C. Baggage In-take Equipment Purchase Authorization

Authorize the Executive Director to select a vendor to purchase and install two gravity roller conveyors, doors, and other needed parts and equipment to upgrade the existing outbound baggage system, up to a maximum purchase price of \$40,000.

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

#### VII. Action Items

# A. Grant Agreement AIP 67 – Rehabilitate Runway 11/29 and Taxiway A (Construction) and Acceptance of Co-Sponsorship Agreements

Commissioner Velarde made a motion to Accept FAA AIP Grant No. 3-08-0027-067-2021 in the amount of \$5,666,666 to rehabilitate Runway 11/29 and Taxiway A and authorize the Executive Director to sign the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County.

Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

# B. Garver Work Order for Construction Support Services for Taxiway A and Runway 11/29 Rehabilitation

Commissioner Velarde made a motion to Approve Garver Work Order No. 12 for \$429,195 for Construction Support Services on the Taxiway A and Runway 11/29 Rehabilitation project to be funded under AIP 3-08-0027-067-2021, and authorize the Executive Director to sign the work order and associated change orders in accordance with the Authority's Procurement Policy. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

# C. Notice of Award for Construction and Contract Approval – Taxiway A and Runway 11/29 Rehabilitation

Commissioner Velarde made a motion to Approve the Notice of Award to United Companies, LLC for the Base Bid for Taxiway A (Phase 2) & Runway 11/29 construction, authorize the Executive Director to sign the contract in the amount of \$5,171,689 to be funded under AIP 3-08-0027-067-2021 consistent with the sample contract included in the Invitation for Bid documents, and approve associated change orders in accordance with the Authority's procurement policy. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

#### D. Runway 12-30 Grading and Drainage Package Design Only Grant Agreement

Commissioner Marshall made a motion to Accept FAA AIP Grant No. 3-08-0027-068-2021 in the amount of \$1,368,391 for grading and drainage design associated with the runway replacement project and authorize the Executive Director to sign the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Tufly, yes; Commissioner Velarde, yes; and Commissioner Brabaek, yes. The motion carries.

#### VIII. Discussion

- A. Airport Development Plan Update
- B. Air Service Development Update

#### VII. Staff Reports

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

Х.	Adjournment					
	The meeting adjourned at approximately 7:27pm.					
	Audio recording of the complete meeting can be found at <a href="https://qjairport.com/Board Meetings">https://qjairport.com/Board Meetings</a>					
Tom	Benton, Board Chairman					
ATTE	CT.					
AIIL	<i>31.</i>					
Came	eron Reece, Clerk to the Board					

Any other business which may come before the Board

IX.

# **Grand Junction Regional Airport Authority**

Agenda Item Summary:

TOPIC:	Airport Insurance Police	cy Renewal		
PURPOSE:	Information □	Guidance □	Decision ⊠	
RECOMMENDATION:			and casualty insurance newal cost of \$132,242.70.	
DISCUSSION:	agencies for the Airpo recommends the carri Based on quotes obtai evaluation of the dedu recommending renew broker fees totaling \$1	rt property and casual ers with the best pricing ned by HUB on our be actible and insured valual for 2020-2021 with 132,242.70. The quotes than a 3% increase for	bids from various insurance ty insurance policies and ng and coverage options. That and based on staff ue options, we are estimated premiums and s received from the existing rom the prior policy period	
	coverage limits, but fo identified by staff or re insurance quotes and	r the 2021-2022 renew ecommended by HUB. options, we obtained k Sharing Agency (CIR	deductibles and increased wal, no adjustments were In addition to the traditional a quote from the Colorado SA) which is an insurance pool option.	
	benefit or significantly CIRSA requires an add	better coverage. Add itional time investmer HUB believe that the	ogram does not provide a cost itionally, participation in the at for participation and at this CIRSA pool is the right option r.	
	· ·	details for reference.	ur recommended renewal and The renewal has also been ee.	
REVIEWED BY:	Executive Director and	Finance Director		
FISCAL IMPACT: Annual Premium \$132,242.70 2021 Operating Budget \$132,000.00				
ATTACHMENTS:	Board Renewal Summ	ary		
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.con	<u>1</u>		



# **Comparison of Renewal Options**

# **Expiring program**

## **PROS**

- Pricing and coverage is consistent with the market changes
- Overall premium increase less than 3%
  - Airport Liability- Rate increase of 7.5%; negotiated down from 15%
  - Property- Building values increased by 5%; rate decreased by 3%
  - Auto schedule increased from 14 to 15; rate increased by 4%
- Public Officials Liability Coverage is an Occurrence form which is ideal
- No deductible on the airport liability policy

## **CONS**

Market conditions directly affect future pricing and coverage availability

## **CIRSA Option**

## **PROS**

- Higher limits and lower deductibles compared to your current coverages on most lines
- In some cases coverage can be broader since the form was written specifically for the pool
- There are very specific loss control guidelines and goals to earn credit towards the annual contributions (premiums)

## **CONS**

- Airport operations are specifically excluded from coverage which
  means you will always need to purchase a stand-alone policy. I also
  have concerns about how public officials liability coverage would be
  triggered.
- As a member, you must commit to the pool by-laws which contains several obligations and will require a time commitment up front
- Membership is contingent upon being sponsored by an existing entity. If that entity ever decides to leave the pool the airport would also need to leave
- There would be no significant premium savings compared to your current program (the overall cost actually might be slightly higher)
- Public officials liability is a claims-made form. They will only back-date coverage to 1993 which means any prior acts would not be covered



# **Premium Summary**

Coverage 2020-2021 Expiring		2021-2 Rene		2021-2022 Optional		
	Carrier	Premium	Carrier	Premium	Carrier	Premium
Property and Inland Marine  CHUBB \$34,643		CHUBB.	\$35,258	CIRSA	\$99,058.84*	
Inland Marine- Fire Trucks Only	Hanover Insurance Group.	\$12,363	Hanover Insurance Group.	\$12,734	CIRSA	Included
Airport General Liability	СНПВВ.	\$26,179	СН ПВВ.	\$27,517	СН ПВВ.	\$27,517
Automobile	TRAVELERS	\$11,846	TRAVELERS	\$13,200	CIRSA	Included
Public Officials Liability	XL CATLIN	\$31,560.23	XL CATLIN	\$31,679.70	CIRSA	Included
Crime- 3 year policy (expires in 2023)	TRAVELERS	\$1,854	TRAVELERS	\$1,854	CIRSA	Included
Professional Services Fee	HUB	\$10,000	HUB	\$10,000	HUB	\$10,000
TOTAL	\$128,44	45.23	\$132,24	42.70	\$136,	575.84

- Premiums noted above include terrorism coverage
- Public Officials Liability includes 3% surplus lines taxes and fees. All fees are fully earned and non-refundable. Premium is 25% minimum earned upon binding.
- CIRSA deductible options that would cost an additional \$4,015.49:
  - Auto physical damage- \$2,500 instead of \$1,000
  - o Property- \$10,000 instead of \$25,000

<sup>\*</sup>The Original CIRSA quote was missing some mobile equipment and was not final, however, because this is not the recommended approach, the final pricing is not being obtained.

# **Grand Junction Regional Airport Authority**

Agenda Item Summary:

TOPIC:	Purchase Authorization – Terminal Trench Drain Materials
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Approve the purchase of materials totaling \$29,074.16 for staff to install trench drains outside of the terminal building to address settlement issues in accordance with 2019 Knott Laboratory Structural Assessment.
DISCUSSION:	In 2020 Knott Laboratories conducted a Structural Facility Condition Assessment. Knott Laboratories stated that all exterior grading should be maintained to keep moisture away from the foundation of the building. This was further investigated with staff and our former in-house engineer, Eric Trinklein.
	Currently the terminal building gutters discharge storm water runoff into the various planter beds in front of the terminal building. These beds appear to have drains in the bottom of them, but don't appear to be functioning as designed. Staff has previously observed standing water in some beds after a rain event, and in one instance made repairs to a planter wall that was causing water to leak into the terminal building.
	Staff, with the assistance of Mr. Trinklein, came up with a permanent solution of installing trench drains from each Landside discharge location to the street curb and gutters where it will daylight and enter the Airport's storm water system.
	Staff solicited quotations for the trench drain materials from three vendors and received two quotations back. Staff recommend the Board approve the quotation from TDS for \$29,074.16. Staff reached out to TDS and verified that they will honor the quotation until the end of the month and was advised that there will be a 16% increase after June 1, 2021.
REVIEWED BY:	Executive Director and Finance Director
FISCAL IMPACT:	Capital Improvements (Non-AIP) \$29,074.16 2021 Capital Expense Budget - \$40,000.00
ATTACHMENTS:	TDS Quotation
STAFF CONTACT:	Ben Peck 970-248-8589 bpeck@gjairport.com



# QUOTATION

Page 1 Quote Date: 4/6/2021

Presented To:

Shawn Stratton
Grand Junction Regional Airport
sstratton@gjairport.com
Phone: (970) 986-7933

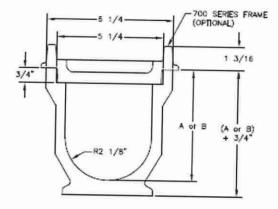
Project:

Grand Junction Airport Grand Junction, CO 81506

Quote Number



Quote Number		Terms	Sales Rep Polycast 700 Pre-Sloped Trench Drain System					
20-1153A		Pre-Paid RAS Manufactured by Hu						
QUANTITY	ITEM	DESCRIPTION				IT PRICE	F	XTENDED
120	DP0600-625	PolyCast Pre-Sloped Channel (4 ft Length)			\$	100.28	\$	12,033.60
240	DG0675HD	Heavy Duty Ductile Iron Transverse Grate (2 ft)			\$	37.07	\$	8,896.80
240	DG0700PE			es HDPE Frame (2 ft.)	¢	21.95	\$	25
240	DA0642BH				4			5,268.00
8	DP0601C-05C	Locking Device (700 Series) Polymer Concrete Solid End Cap			Ф	4.42	\$	1,060.80
8	DA0670F					30.13	\$	241.04
128	DA0633	Closed Outlet (w/ 4" knockout)			\$	16.10	\$	128.80
1	Lit-PC8	Polycast Installation Chair (600, 700, & 900 Series)				11.29	\$	1,445.12
4	months and	Installation Guide for Polycast 500-800			\$	( <del>=</del> )	\$	*
10	S/H	Free Deliv		Grand Junction, CO 81506	\$	:=:	\$	14
		Freight Base	d on Commerc	cial Delivery w/ Loading Dock				
TOTAL COST OH Sales Tax (7.25%)			_		\$		2	9,074.16
CASH GRAND TOTAL CC GRAND TOTAL		Allow 3-5 Da	ays for order	processing, plus shipping				
		Pa	aid with Check	or ACH Payment	\$		2	9,074.16
		Paid thro	ugh Secure Cr	edit Card Payment Portal	\$		3	0,091.76





# **POLYCAST® DRAINS**

# Installation Guide

FOR: 500, 600, DURAGUARD, 700 SERIES HARDNOSE, AND 800 SERIES DRAIN SYSTEMS



Hubbell has a policy of continuous product improvement. Please visit hubbellpowersystems.com to confirm current design specifications.





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700 Series HARDNOSE Presloped	
Commercial Extra Heavy, Distribution, Loading Docks,  Aircraft, Frequent Heavy Traffic, Underground Parking	6
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POLYCAST® 500 Series Installation

NOTE: Begin installation at the outlet (deepest) end.

#### STEP 1:

Place all the required system components next to the desired location. Next, set level and alignment strings to indicate the installed location of the top of the drainage system.

#### STEP 2:

Attach end caps using duct tape. They will be permanently held in place by the concrete. (1) Installation chair should be attached at every joint and (1) at each end of the run. These will help maintain channel alignment and help prevent the channels from being separated during concreting. If a bottom outlet is to be utilized, remove the outlet area from the channel and place it over the outlet drain stub-in.

#### STEP 3:

Secure a 1/2" diameter rod into screed pads. The rods should not be taller than the grade of slab. Using a field approved method, secure screed pad assemblies to the slab, spacing them 48" (24" if using half channels) x 7 5/8" on center. This will match the spacing of the installation chairs. (Note: The channels may also be "wet set" in a continuous grout bed instead of using screed pads.)

#### STEP 4:

Adjust channels to the desired height and using the supplied hex head bolts, tighten the installation chair straps against the rods.

#### STEP 5:

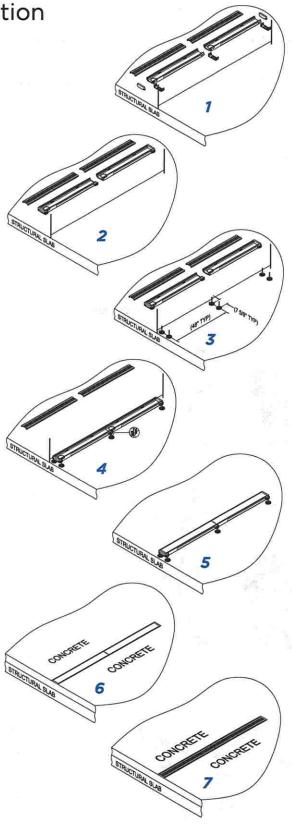
The grates may be wrapped in plastic or masked prior to installation to facilitate clean-up after concreting. Either the grates or spacers of equivalent dimensions must be in place while the concrete is poured around the channels to assure proper alignment.

#### STEP 6:

After the grates are installed and the channels are secured in place, concreting may begin.

#### STEP 7:

Remove the grate covering after the concrete has hardened. Secure grate to channels using supplied hardware.











NOTE: Clean out any debris in the system and be sure that the outlet pipes are clear. Install accessories such as strainers, trash baskets, etc. Reset and lock down all grates in the proper position. The system is now ready for service.

\*Concrete Requirements - The channel concrete encasement (concrete beam) must be structurally engineered to handle the anticipated traffic loads.

## STEP 4: Grate/Frame Installation

The proper POLYCAST® grate must be secured in the channels prior to concreting to prevent the channels from flexing inward from the pressure of the wet concrete. Grates should be wrapped in plastic prior to installation (2 wraps of 6 mil. Visqueen® is recommended) to facilitate cleanup after concreting and to provide adequate spacing for grate removal. Care must be taken not to spread the channel walls.

NOTE 1: Set the grates (and frames, if applicable) into the channel and install the grate hold-down devices.

NOTE 2: The DURAGUARD® frames, if used, will float off the channel unless they are properly secured in place with a grating and grate hold-down device.

#### STEP 5: Concreting\*

After the placement of the system at the proper grade has been completed, check to ensure that the channels will not "float" when the concrete is placed. When installed properly the POLYCAST® Installation Chair will prevent "floating" by its positive engagement into the sides of the channels. Consideration should be given for the use of reinforcing steel in the concrete beam which encases the POLYCAST® system. The type of reinforcing must be determined by the slab designer. When placing the concrete, be sure it is placed under the channels and is properly consolidated. The concrete that is placed under and around the channels may be placed as part of a monolithic slab pour.

NOTE: The DURAGUARD® frames, if used, will float off the channel unless they are properly secured in place with a grating and grate hold-down device.

NOTE: The POLYCAST® drain system must not be utilized as an expansion joint, control joint or construction joint.

Parallel slab joints should be formed no closer than 6" from the edge of the system or a distance equal to the slab thickness, whichever is greater. When expansion joints are perpendicular to and intersect the system, an expansion joint must be incorporated in the drain system. Use the installation chairs to support the ends of the channels at this location, but do not engage the alignment bolts (it takes 2 chairs at the expansion joint). After completing the slab pour, concrete finishing should proceed in the usual manner.

NOTE: DO NOT tool finish or radius the edge of the concrete along the drain channels. Finish-trowel only to the top edge of the drain channels.

#### STEP 6: Clean-Up

After the concrete slab is hard enough to walk on, remove the wrapping from the grates. Remove the appropriate catch basin channel and end cap cutouts at this time.





## POLYCAST® 800 Series Installation

#### STEP 6:

Whether draining out of an outlet end cap or into a catch basin, the proper drain connections should be made at this time. If using an end cap, it should be glued.

#### STEP 7:

After repeating steps 4 and 5 until the last channel of the run is installed, attach appropriate end cap and secure into place.

#### STEP 8:

Grates may be wrapped in plastic or masked prior to installation to facilitate clean-up after concreting. Grates must be in place while the concrete is poured around the channels to assure proper alignment.

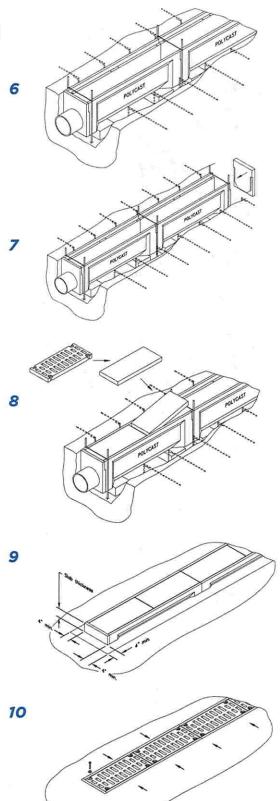
#### STEP 9:

After the system is in place, rigidly anchored and at the correct line and grade, concreting may commence. Concrete should be worked well under the channels and properly vibrated with a finger vibrator. Once the concrete begins to set, the rebar stakes holding the channels in place should be pulled out. The stake hole may be filled by tamping with the stake as it is removed.

NOTE: POLYCAST® drain channels must be isolated from slab movement, and must not be used as construction joints, control joints or expansion joints.

#### STEP 10:

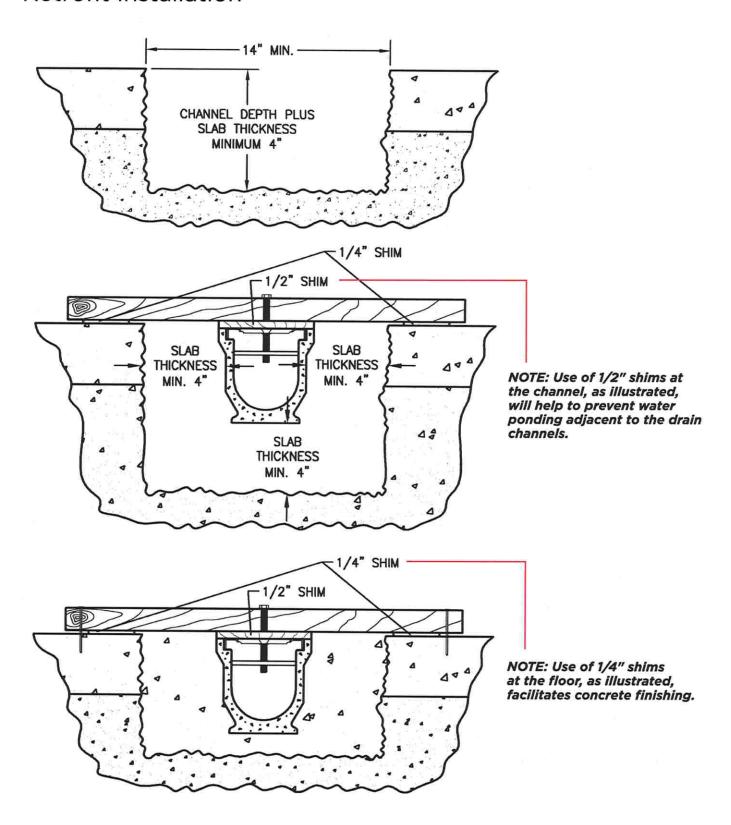
When pouring the slab, a slope of 1/8" or more per foot is preferred for 2' on each side of the channel to ensure complete drainage of the slab. After slab has cured, grates should be unwrapped and, if necessary, bolted to channel.







## Retrofit Installation







#### Grate hold-down devices

Grate hold-down devices are available to prevent grate chatter and damage to channels. The grate hold-down device, a flat bar twisted into the offset pockets inside each channel and bolted to the grate, can be easily removed to clean the channels.



The POLYCAST® Installation Chair supports the ends of the channels, aligns and locks the joint rigidly together, prevents the channels from floating and allows for the easy adjustment of channel elevation. The Chair is attached under the channels being joined by tightening the alignment bolts into the channel "dimples". Two pieces of rebar are set every 4' to correspond with the channel joints, placed through the rebar connecting clamp on the alignment chair and driven into the sub-base. The channels are then aligned and adjusted to achieve the proper elevation.

NOTE: It is sometimes easier to set the channels slightly high. Then lower the channel to the proper height by tapping the rebar down. Channel elevations can be checked with a laser level or string line.

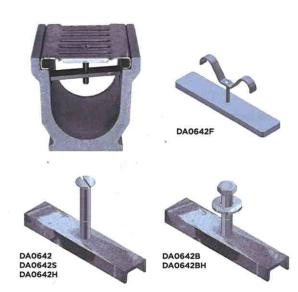
#### **Extender Panels**

The Extender Panel Set provides additional design flexibility in meeting requirements of extended run lengths and/or higher flow capacities. The Extender Panel adds an additional depth of 7-13/16". All 600, 700 and 800 frame and grate systems are available. Extender Panels are available in 48" and 24" lengths.

#### **End Caps**

Solid end caps, drain inlets and outlets in a variety of sizes are available for pipe connections with the 500, 600, DURAGUARD®, 700 HARDNOSE, and 800 Series.

NOTE: Trim end caps to top of grating.







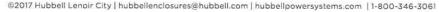




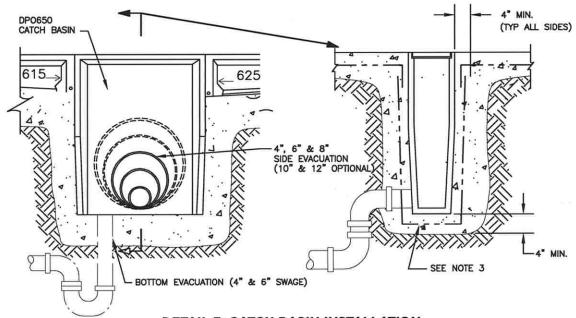


625DM6 (725DM6)

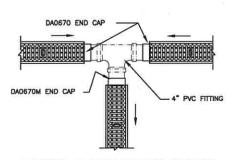




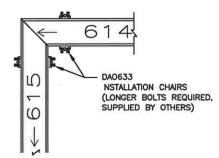




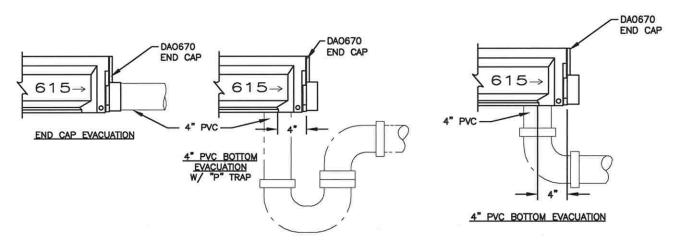
**DETAIL 3: CATCH BASIN INSTALLATION** 



**DETAIL 4: PVC CONNECTION**(All end caps are to be secured with an adhesive.)



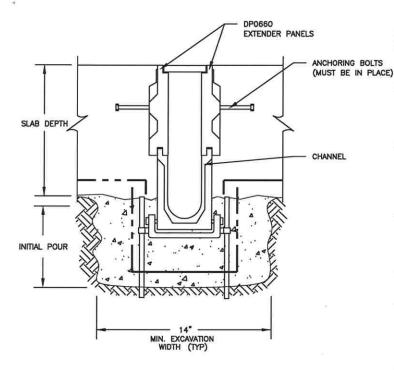
**DETAIL 5: CHAIR PLACEMENT ON 90° CORNERS**(All end caps are to be secured with an adhesive.)



**DETAIL 6: CHANNEL EVACUATION DETAILS** (All end caps are to be secured with an adhesive.)



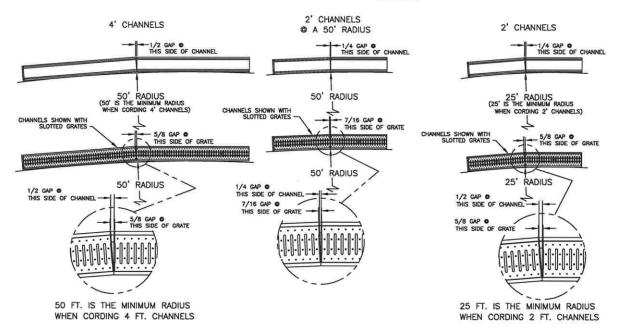




**DETAIL 11: EXTENDER PANEL INSTALLATION** 

#### NOTES:

- The grates must be secured with the lock down mechanism when the system is in use.
- Spacers must be installed between the grate and the POLYCAST® channel on one side prior to pouring concrete to alleviate tight fitting grates.
- All reinforcement bar details and expansion joints are to be developed by the slab designer. Parallel expansion joints should be no closer than 6" from side of drain channel.
- 4. Concrete Requirements The channel concrete encasement (concrete beam) must be structurally engineered to handle the anticipated traffic loads.
- The average slope of each sloped channel is 0.64%.
- 6. In the event that any non-pneumatic tire traffic or traffic which exceeds 20 mph is to occur on any part of the drain surface or grate, 700 Series HARDNOSE channels must be used for these areas.
- Prolonged exposure to ambient, service or surface temperatures of 120°F or greater requires the use of vinyl ester channels.
- 8. For specific chemical and temperature requirements, refer to Polycast's Corrosion Resistance Guide for Polymer Concrete.
- Miter cuts shown are to be field cut by others.

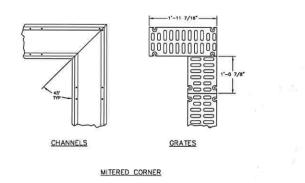


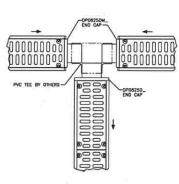
**DETAIL 12: CORDED 600 SERIES CHANNELS** 



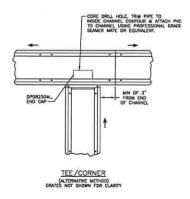


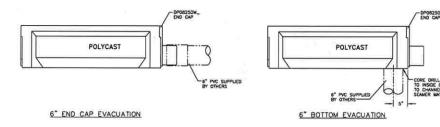
## 800 Detail Drawings





TEE





CHANNEL EVACUATION DETAILS

#### NOTES:

- 1. The grates must be secured with the lock down mechanism when the system is in use.
- Spacers must be installed between the grate and the POLYCAST® channel on one side prior to pouring concrete, to alleviate tight fitting grates.
- 3. All reinforcement bar details and expansion joints are to be developed by the slab designer. Parallel expansion joints should be no closer than 6" from side of drain channel.
- 4. Concrete Requirements The channel concrete encasement (concrete beam) must be structurally engineered to handle the anticipated traffic loads.
- 5. When the fluid is expected to be above 120° F, a polyester channel is not recommended, vinyl ester should be considered.
- 6. For specific chemical and temperature requirements, refer to the Polycast Chemical Guide.
- 7. Miter cuts shown are to be field cut by others.





# **Grand Junction Regional Airport Authority**

Agenda Item Summary

TOPIC:	Lease Assignment and Consent to Lease Assignment –V&S Holdings,				
	LLC and Klinglesmith Enterprises, LLC				
PURPOSE:	Information □ Guidance □ Decision ⊠				
RECOMMENDATION:	Klinglesmith Enterp		S Holdings, LLC and ize the Executive Director		
SUMMARY:	V & S Holdings, LLC is selling their property at 2847 Aviators Way #A to Ladd Klinglesmith of Klinglesmith Enterprises, LLC. The lease to be assigned has an initial expiration date of July 17, 2023 with one ten-year and four five-year renewal options remaining. This action allows the consent and lease assignment to transfer from V&S Holdings, LLC to Mr. Klinglemsith.				
REVIEWED BY:	Executive Director and Legal Counsel				
FISCAL IMPACT:	None				
ATTACHMENTS:	Assignment of Ground Lease Agreement and Consent to Assignment. Full lease document available upon request.				
STAFF CONTACT:	Chance Ballegeer cballegeer@gjairport.com (970) 248-8586				

# ASSIGNMENT OF GROUND LEASE AGREEMENT AND CONSENT TO ASSIGNMENT

This Assignment of Ground Lease Agreement and Consent to Assignment (this "Agreement") is entered into this <u>19</u> day of May, 2021 (the "Effective Date"), below, by V&S HOLDINGS, LLC ("V&S"), and KLINGLESMITH ENTERPRISES, LLC ("KLINGLESMITH"), and which is consented to by the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA").

#### Recitals

**WHEREAS**, on our about January 26, 2010 GJRAA had entered into a Ground Lease Agreement ("Ground Lease Agreement") by which Cliff Henderson agreed to lease certain real property and improvements (the improvements) from GJRAA; and

**WHEREAS**, on or about November 17, 2015, Cliff Henderson sold his hangar to V&S Holdings, LLC; and

WHEREAS, V&S and GJRAA entered into a separate agreement for the sale of the Improvements; and

**WHEREAS,** V&S wishes to assign the Lease to Ladd Klinglemsith of Klinglesmith Enterprises, LLC;

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

#### Agreement

- 1. V&S hereby assigns and transfers to KLINGLESMITH all of its rights, title, and interest in, to, and under the Lease. KLINGLESMITH hereby accepts the assignment of the Lease and agrees to assume and perform all obligations, liabilities, and responsibilities of V&S under the Lease which arise or are related to events occurring from and after the Effective Date, for the benefit of both GJRAA and V&S.
- 2. GJRAA hereby releases V&S from any and all obligations under the Lease that accrue on or after the Effective Date except for any hold harmless and/or indemnification obligations that V&S may have under the Lease, but which may arise after the Effective Date. However, this release is contingent upon KLINGLEMSITH's agreement to assume and perform all obligations, liabilities, and responsibilities of V&S under the Lease.
- 3. V&S hereby agrees to indemnify, defend, and hold KLINGLESMITH and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which KLINGLESMITH or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against KLINGLESMITH or GJRAA, as a result of V&S's

actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease being assigned.

- KLINGLESMITH hereby warrants, covenants, and agrees to diligently perform and discharge each and all of V&S's obligations, duties, responsibilities, and covenants under the Lease and to indemnify and hold V&S and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which V&S or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against V&S or GJRAA, as a result of KLINGLESMITH's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease. Notwithstanding the generality of the foregoing, KLINGLESMITH hereby warrants, covenants, and agrees, for illustration and without limitation, to assume the Lease for the remaining term set forth in Section 1.8; conduct only those permitted uses on the Improvements in accordance with Section 1.12; pay all rents and fees in accordance with Article 4; remit a security deposit in accordance with Section 4.6; maintain insurance and submit required certificates in accordance with Article 8; and surrender possession upon expiration or early termination in accordance with Article 15.
- 5. V&S warrants and agrees that, as of the Effective Date, all payable rents, taxes, and/or assignments pertaining to the Lease or the Improvements have been paid in full.
- 6. KLINGLESMITH certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.
- 7. KLINGLEMSITH warrants and agrees to comply with the Grand Junction Regional Airport General Aviation Minimum Standards, as may be applicable to commercial aeronautical activities conducted on the lease premises.
- 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 9. This Agreement shall not be construed as a consent or waiver of any rights that GJRAA has to object to any subsequent sublease or assignment of the Lease.
- 10. This Agreement shall bind and inure to the benefit of the Parties executing this Assignment and Consent to Assignment and their respective heirs, successors, and permitted assigns.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date set forth below their signatures.

V&S HOLDINGS, LLC 3191 D ROAD GRAND JUNCTION, CO 81504 KLINGLESMITH ENTERPRISES, LLC P.O BOX 117 MACK, CO 81525

By: 1/15

Date: 5-13-21

Date: 5-13-21

## Approval of Assignment of Ground Lease Agreement

Effective upon proper execution by V&S and KLINGLESMITH, GJRAA hereby consents to the assignment of the Lease to KLINGLESMITH. Nothing in this consent shall be construed to expand or extend any term or condition of the Lease, or waive any performance of any term or condition of the Lease, either before, on, or after the Effective Date.

Grand Junction Regional Airport Authority

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

Its: \_\_\_\_\_

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

# **Grand Junction Regional Airport Authority**

Agenda Item Summary

TOPIC:	Colorado Department of Transportation – Aeronautics Division Grant Offer 21-GJT-01 for Runway 4/22 Rehabilitation - Design
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Adopt Resolution 2021-004 to formally request assistance from the CDOT Division of Aeronautics to fund the project "Runway 4/22 Rehabilitation – Design", designate the Executive Director as the Project Director, accept all requirements of the Grant, and authorize the Chair to execute CDOT Grant Agreement 21-GJT-01.
DISCUSSION:	The attached Grant Agreement 21-GJT-01 from the Colorado Department of Transportation – Aeronautics Division is to fund up to \$300,000 for the design for Runway 4/22 rehabilitation.
	Currently, Runway 4/22 is not eligible for FAA Airport Improvement Program (AIP) grant funding. The State has determined that the project is eligible and warrants distribution of monies from the Aviation Fund. The grant requires a 10% local match.
	We anticipate a future grant from the State for construction funds to complete the Runway 4/22 rehabilitation.
	Following the acceptance of the grant award, staff will negotiate the engineering fees and scope of work with Garver, the on-call engineer, to perform the design.
	Unlike the FAA, which requires that the City and County cosponsor AIP grant agreements, the State does not require cosponsorship. This grant will be accepted by the Airport Authority alone, which will be responsible for satisfying all terms and conditions. Exhibit B represents Resolution 2021-004 to be adopted by the Board.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	CDOT Grant Funding up to \$300,000 Project costs still TBD
ATTACHMENTS:	CDOT Grant Agreement
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588

CDOT – Aeronautics Division CDAG #: 21-GJT-01 ROUTING: 21-HAV-ZH-00084 PO #: 471001747

# GRANT AWARD LETTER SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Grant Amount State:	\$300,000.00
Grantee Grand Junction Regional Airport Authority		
Grant Issuance Date The Effective Date		
Grant Expiration Date June 30, 2024	Local Match Amount Local:	\$33,334.00
Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.		

#### **Grant Purpose**

Element A: Runway 4/22 Rehabilitation - Design

#### **Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Grant:

Exhibit A, Discretionary Aviation Grant Application

Exhibit B, Resolution

Exhibit C, Grant Assurances

Exhibit D, Sample Option Letter

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- 1. Provisions of the main body of this Grant
- 2. Exhibit A, Discretionary Aviation Grant Application
- 3. Exhibit B, Resolution
- 4. Exhibit C, Grant Assurances
- 5. Exhibit D, Sample Option Letter

CDOT – Aeronautics Division CDAG #: 21-GJT-01 ROUTING: 21-HAV-ZH-00084 PO #: 471001747

## **SIGNATURE PAGE**

## THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE Grand Junction Regional Airport Authority	STATE OF COLORADO  Jared S. Polis, Governor  Department of Transportation			
By: Print Name & Title of Person Signing for Grantee	By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director			
Date:				
	Date:			
SECOND GRANTEE – If Needed				
By: Print Name & Title of Person Signing for Grantee				
Date:				
In accordance with §24-30-202, C.R.S., this Agreemer Controller or an au	nt is not valid until signed and dated below by the State uthorized delegate.			
	NTROLLER CPA, MBA, JD			
	of Transportation counting Controller			
Effective Date:				

#### 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

#### 2. TERM

#### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

#### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

#### 3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

#### 4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

A. "Budget" means the budget for the Work described in Exhibit A.

- B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.
- E. "Exhibits" means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. "Extension Term" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. "Goods" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. "Grant Award Letter" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. "Grant Expiration Date" means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. "Grant Issuance Date" means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. "Initial Term" means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. "Manual" means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics' website.
- O. "Matching Funds" means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.
- Q. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. "Services" means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. "State Fiscal Rules" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.
- X. "Work" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 6. PAYMENTS TO GRANTEE

#### A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

#### C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

#### D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

#### E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

#### 7. REPORTING - NOTIFICATION

#### A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§6.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

#### B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

#### 8. GRANTEE RECORDS

#### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

#### B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

#### C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

#### 9. CONFIDENTIAL INFORMATION - STATE RECORDS

#### A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

#### B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

#### C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

#### D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

## E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §\$24-73-101 et seq., C.R.S.

#### 10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

#### 11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

#### 12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant

Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### 13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

#### 14. NOTICES and REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

#### For the State:

Scott Storie, Aviation Planner CDOT-Aeronautics 5126 Front Range Parkway Watkins, CO 80137 scott.storie@state.co.us

#### For Grantee:

Angela Padalecki Grand Junction Regional Airport 2828 Walker Field Dr., Suite 301 Grand Junction, CO 81506 apadalecki@gjairport.com

#### 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### 16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### 17. GENERAL PROVISIONS

#### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

#### B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

CDOT – Aeronautics Division CDAG #: 21-GJT-01 ROUTING: 21-HAV-ZH-00084 PO #: 471001747

#### D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

#### E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

#### G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

#### H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

#### I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

#### J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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### EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



## **Colorado Division of Aeronautics Discretionary Aviation Grant Application**

APPLICANT INFORMATION				
APPLICANT SPONSOR:	AIRPORT:		IDENTIFIER:	
Grand Junction Regional Airport	Grand Junction Regional Airport		GJT	
Authority	nority			
<b>PROJECT DIRECTOR:</b> Angela Padalecki				
MAILING ADDRESS:	EMAIL			
2828 Walker Field Drive	Address apadalecki@gjairp		apadalecki@gjairport.com	
Ste. 301	:			
	Рно	ONE	(970) 852-1247	
	Numb	BER:	(7/0) 032-124/	

### **GRANT NAME AND TERMS**

	TERMS		
21-GJT-01	Execution Date:	Expiration Date: June 30, 2024	

### **FUNDING SUMMARY**

Funding Source	Funding Amount
State Aviation Grant:	\$300,000.00
Local Cash:	\$33,334.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$333,334.00

### **PROJECT SCHEDULE & BUDGET**

ELEMENT DESCRIPTION	STATE FUNDIN	NG	LOCAL FUNI	DING	FEDERAL	FUNDING	TOTAL
A. Runway 4/22 Rehabilitation - Design	\$300,000.00	Up to 90.00%	\$33,334.00	10.00%	\$0.00	0.00%	\$333,334.00
TOTALS	\$300,000.00		\$33,334.00		\$0.00		\$333,334.00

CDOT – Aeronautics Division CDAG #: 21-GJT-01 ROUTING: 21-HAV-ZH-00084 PO #: 471001747

### **EXHIBIT B, RESOLUTION**

#### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The **Grand Junction Regional Airport Authority**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Grand Junction Regional Airport Authority** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

### FURTHER BE IT RESOLVED:

That the **Grand Junction Regional Airport Authority** hereby designates **Angela Padalecki** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

#### FURTHER:

The **Grand Junction Regional Airport Authority** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

### FINALLY:

The **Grand Junction Regional Airport Authority** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

D. Di	
By: Please print name and title	Date:
ATTEST (if needed)	
By: Please print name and title	

### **EXHIBIT C, GRANT ASSURANCES**

## Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

### II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

### IV. AIRPORT SPONSOR GRANT ASSURANCES

- 1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
- 2. On-Airport Hazard Removal and Mitigation. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
- 4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
- b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
- 5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
- 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
- 7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

#### TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
<b>b.</b> All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

### EXHIBIT D, SAMPLE OPTION LETTER

State Agency		Option Letter Number
Colorado Department of Transportation,	Colorado	Insert the Option Number (e.g. "1" for the first
Aeronautical Board, Division of Aeronau	ıtics	option)
Grantee		Original Agreement Number
Insert Grantee's Full Legal Name, include	ing "Inc.",	Insert CMS number or Other Contract Number of
"LLC", etc		the Original Contract
<b>Current Agreement Maximum Amour</b>	nt	Option Agreement Number
Initial Funding		Insert CMS number or Other Contract Number of
State:	\$0.00	this Option
Modifications		Agreement Performance Beginning Date
Option Letter 1	\$0.00	The later of the Effective Date or Month Day, Year
Option Letter 2	\$0.00	
Option Letter 3	\$0.00	<b>Current Agreement Expiration Date</b>
Option Letter 4	\$0.00	Month Day, Year
Modified Agreement	\$0.00	
Maximum Amount	\$0.00	

### 1. **OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

### 2. **REQUIRED PROVISIONS:**

- A. <u>For use with Option 1(A):</u> In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. <u>For use with Options 1(A):</u> In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. <u>For use with all Option Letters:</u> The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

### 3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

STATE OF COLORADO	In accordance with §24-30-202, C.R.S., this Option
Jared S. Polis, Governor	is not valid until signed and dated below by the State
Department of Transportation	Controller or an authorized delegate.
	STATE CONTROLLER
	Robert Jaros, CPA, MBA, JD
By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director  Date:	By: Department of Transportation Lori Copeland, Accounting Controller
	Option Effective Date:

### **Grand Junction Regional Airport Authority**

### Agenda Item Summary

TOPIC:	First Reading of Proposed Amendments to the Grand Junction Regional Airport Authority Bylaws		
PURPOSE:	Information ☐ Guidance ⊠ Decision ☐		
RECOMMENDATION:	N/A		
DISCUSSION:	As discussed at the May 4, 2021 Board Workshop, the Authority is proposing amendments to the existing bylaws to achieve the following objectives:  1. Conform to current practice 2. Ensure consistency with state law 3. Benchmark against other airport authorities  (Colorado airport authorities include TEX, APA and GXY) 4. Simplify and clarify language  Staff have worked with Commissioner McDaniel, Legal Counsel, Dan Reimer, and the new ad hoc governance committee consisting of Commissioner Marshal and Commissioner Velarde to draft and review the revisions.  This presentation represents the first reading of the proposed amendments in accordance with Article 6.3 of the current bylaws and pending any public comments that require additional time for revision, we plan to submit the proposed changes for final approval at the July 20, 2021 meeting.		
REVIEWED BY:	Executive Director, Governance Committee, and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	<ol> <li>Matrix of Proposed Amendments to Bylaws</li> <li>DRAFT Bylaws including proposed amendments</li> <li>Red-line document showing detail of proposed amendments</li> </ol>		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588		

# Grand Junction Regional Airport Authority Amended Bylaws

Section	Heading	Change	Comment
Multiple		Changed "Directors" to "Commissioners"; changed "Airport Manager" to "Executive Director"	Comport with current practice
1.2	Creation and Legal Status	Added statement that Authority created under Colorado Public Airport Authority Act and constitutes a political subdivision	No mention in the current Bylaws that the Authority derives its powers from the Airport Authority Act
2.1	Purpose and Powers of the Board	Maintained with editorial changes	
2.2	Selection and Qualification of Commissioners	Changed language on qualifications to comport with Act and changed procedures for selection of At-Large Commissioner	Procedures for selecting At- Large Commissioner did not comply with Colorado law and are unnecessarily prescriptive
2.3	Term	Added provision that, in the event of a vacancy, new Commissioner coming in with more than 2 years left in term will only be able to fill one additional term	Under current Bylaws, Commissioner could serve for close to 12 years if a vacancy occurs early in a term
2.5	Compensation	Added provision to comport with the Act	
3.2	Executive Sessions	Added citation to Colorado Open Meetings Law	
3.7	Quorum	Clarified that quorum must be maintained during meeting to transact business and simplified statement about number of	While current Bylaws track the Act, it is possible to simplify approval requirements in light of the

Section	Heading	Change	Comment
		Commissioners required to approve formal action	fact that the Authority has 7 Commissioners
3.8	Method of Attendance and Attendance Requirement	Clarified that attendance requirement (75% over 6 month period) applies only to regular and special meetings	Current Bylaws include workshops as part of attendance requirement, which may be unfair considering no formal action is taken at workshops
3.9	Removal	Maintained with editorial changes	Revision intended to clarify that removal of At-Large Commissioner requires action by City and County
3.10	Minutes and Records	Limited the recorded minutes to formal actions by the Board	Current Bylaws do not define or limit the scope of recorded minutes; change is consistent with the Act
3.11	Procedure	Added detail on how the Board takes formal action and votes are taken	Addition is consistent with the Act but not previously included in the Bylaws
4.1	Officers	Removed references to Deputy Treasurer and Deputy Clerk	Authority has not historically needed formal designation of deputies
4.5	Committees	Added Executive Committee and Finance and Audit Committee as the only Standing Committees	Amendment comports with current practice; Compliance Committee reverts to Ad Hoc Committee
5.1	Employees	Clarified that the Board selects the Executive Director, and the Executive Director hires staff	Current Bylaws are more detailed than necessary
5.2	Relationship Between Board and Staff	Clarified the roles and responsibilities of Board and Executive Director	Removed provision on contracts, which information is contained in the Purchasing and Procurement Policy

Section	Heading	Change	Comment
5.3	Delegation	Added explicit reference to Board's power to delegate authority to the Executive Director (now in Resolution 2021-003)	Removed provision on bonding, which information is contained in the Purchasing and Procurement Policy
6.3	Amendment	Changed posting requirement to notice required under the Act	No compelling reason to require different notice for amending Bylaws than any other Board meeting or action
6.4	No Liability for Debts and Indemnification	Changed circumstances under which Authority would not indemnify Commissioner	Current Bylaws provide that Authority will not indemnify where there is no insurance coverage, which unnecessarily limits the scope of indemnification

## AMENDED AND RESTATED BYLAWS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Adopted	,	2021
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### **ARTICLE I: Statement of Authority**

- 1.1. <u>PURPOSE OF AUTHORITY</u>. The purpose of the Grand Junction Regional Airport Authority ("Authority") is to operate, maintain, and develop the Grand Junction Regional Airport and its related facilities and to oversee and manage the business and affairs of the Grand Junction Regional Airport.
- 1.2. <u>CREATION AND LEGAL STATUS</u>. The Authority was established, organized and incorporated in 1971 by the City of Grand Junction and the County of Mesa acting jointly in accordance with the Public Airport Authority Act, now codified at Title 41, Article 3 of the Colorado Revised Statutes (the "Act"). The Authority is a political subdivision of the State of Colorado.
- 1.3. <u>PRINCIPAL OFFICE</u>. The principal office of the Authority shall be located within the City of Grand Junction, Mesa County, Colorado.

### **ARTICLE II: Board of Commissioners**

- 2.1. <u>PURPOSE AND POWERS OF THE BOARD</u>. The Authority's Board of Commissioners (the "Board"), shall govern the Grand Junction Regional Airport. The Board shall have and exercise on behalf of the Authority those duties and powers set forth in the Act and such other duties and powers as are authorized by the laws of the State of Colorado. The Board shall act only at a duly called meeting that is open to the public unless otherwise provided for by the laws of the State of Colorado.
- 2.2. <u>SELECTION AND QUALIFICATION OF COMMISSIONERS</u>. The Board shall consist of seven (7) Commissioners. The Mesa County Board of Commissioners shall appoint three (3) Commissioners, only one of whom may, but need not be, a County Commissioner. The City Council of Grand Junction shall appoint three (3) Commissioners, only one of whom may, but need not be, a member of the City Council. Each Commissioner shall be a resident and taxpaying elector of Mesa County; each Commissioner appointed by the City Council shall also be a resident and taxpaying elector of the City of Grand Junction. Each of the Commissioners so appointed shall serve at the pleasure of, and be removed with or without case by, the body appointing her or him.

A seventh At-Large Commissioner shall be selected by the County- and City-appointed Commissioners in accordance with procedures established by the Board. The Board shall then advise the Mesa County Commissioners and the Grand Junction City Council of the person selected as At-Large Commissioner for ratification of the appointment.

2.3. <u>TERM</u>. The term of each Commissioner shall be four (4) years. No Commissioner may serve more than two (2) consecutive four (4) year terms. Each Commissioner shall hold

office until her or his successor has been appointed and qualified. If a vacancy occurs, the Commissioner appointed shall serve the remainder of the term to which he or she is appointed. If the remainder of such term is less than two years, that Commissioner may serve two additional consecutive four-year terms. If the remainder of such term is greater than two years, then that Commissioner may serve one additional term.

- 2.4. <u>VACANCIES</u>. Vacancies that occur on the Board, through death, resignation, removal of one of the Commissioners, or for any other reason, shall be filled in the same manner as provided for the appointment of the Commissioner being replaced. A change of residence of a Commissioner to a place outside of the City of Grand Junction, if he or she is an appointee of the City of Grand Junction, or outside of Mesa County, if he or she is an appointee of Mesa County, automatically creates a vacancy on the Board as to that Commissioner. A change in residence of the At-Large Commissioner to a place outside of Mesa County will also automatically create a vacancy on the Board as to the At-Large Commissioner position.
- 2.5. <u>COMPENSATION</u>. No Commissioner shall receive compensation for serving on the Board or as an employee of the Authority.

### **ARTICLE III: Meetings**

- 3.1. <u>REGULAR MEETINGS</u>. Regular meetings of the Board shall be held within Mesa County, at least monthly, on such dates and times as the Board may determine.
- 3.2. <u>EXECUTIVE SESSIONS</u>. At any duly convened meeting, the Board may go into executive session in the manner and for the consideration of matters as permitted by the Colorado Open Meetings Law, now codified at Title 24, Article 6, Part 4 of the Colorado Revised Statutes.
- 3.3. <u>SPECIAL MEETINGS</u>. Special meetings may be called by any officer or member of the Board by informing the other members of the date, time, and place of such meeting and the purpose for which it is called, and by posting notice of the meeting in the method provided for in the Act.
- 3.4. <u>EMERGENCY MEETINGS</u>. An emergency meeting may be called by the Chairman or Vice Chairman, upon giving as much notice as is practical under the circumstances, to address unforeseen circumstances or an emergency that calls for immediate action. Any action taken at an emergency meeting must be ratified at the next meeting of the Board at which full and timely public notice is provided.
- 3.5. <u>WORKSHOPS</u>. The Board may hold workshops, as necessary, to allow it to discuss issues without taking any formal action. Workshops may be held without a quorum of the Board, but full and timely public notice is required for all workshops to be held and conducted.
- 3.6. <u>NOTICE OF MEETING</u>. Notice of the time and place of all regular and special meetings, as well as workshops, shall be posted as required by the Act.
- 3.7. **QUORUM**. Five (5) Commissioners of the Board shall constitute a quorum necessary to open a regular, special or emergency meeting and to take formal action on any and

all matters. If a Commissioner is disqualified from voting on any action of the Board, his or her attendance will be included for purposes of determining a quorum even though that Commissioner does not participate in discussions or vote on the matter. Formal action by the Board shall be approved and adopted upon the affirmative vote of four (4) or more Commissioners.

### 3.8. METHOD OF ATTENDANCE AND ATTENDANCE REQUIREMENT.

Commissioners may attend a meeting or workshop in person or by any electronic or telephonic means which permits all of those who are physically in attendance to hear such Commissioner, and such Commissioner to hear persons physically in attendance. Commissioners must attend at least seventy-five (75) percent of all regular and special meetings of the Board, either in person or by electronic or telephonic means, within an ongoing six (6) month period. If a Commissioner fails to meet said attendance requirement, he or she may be subject to removal from the Board as provided in these Bylaws.

- 3.9. <u>REMOVAL</u>. By a unanimous vote of the remaining Commissioners, the Board may adopt a resolution requesting either the Mesa County Commissioners or the City Council of Grand Junction (or both the County and City in the case of an At-Large Commissioner) to remove a Commissioner appointed or approved by them.
- 3.10. <u>MINUTES AND RECORDS</u>. Board meetings will be recorded by audio or video means and such recordings will be kept in the permanent records of the Authority as the official minutes. Written minutes of the Board meetings shall be limited to actions and resolutions of the Board including motions, seconds, and votes on such actions. The record of executive sessions shall be maintained as provided in the Colorado Open Meetings Law.
- 3.11. <u>PROCEDURE</u>. The Board shall take official action by resolution, order, or motion. On all resolutions the rolls shall be called, and the ayes and nays recorded. Any other matter requiring a vote of the Board may be adopted by viva voce vote, but on demand of any Commissioner, the roll shall be called.

### **ARTICLE IV: Officers and Committees**

- 4.1. <u>OFFICERS</u>. The officers of the Authority shall be the Chairman, Vice Chairman, Clerk and Treasurer. The same person may not hold two (2) offices.
  - 4.1.1. <u>CHAIRMAN</u>. The Chairman shall preside over all meetings of the Board and shall exercise such authority as is duly conferred upon him or her, from time to time, by the Board. He or she shall sign, either by manual or facsimile signature, together with the Clerk, any leases, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, provided however, that the Board may delegate the Chairman's authority over certain routine matters to the Executive Director, to the extent not prohibited by law.
  - 4.1.2. <u>VICE CHAIRMAN</u>. In the absence of the Chairman or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all of the powers of the Chairman.

- 4.1.3. <u>TREASURER</u>. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.
- 4.1.4. <u>CLERK</u>. The Clerk shall keep the minutes of the meetings of the Board; maintain a book of resolutions and inform the Board of any resolutions that are set to expire; be custodian of the corporate records and the Seal of the Authority; affix the Seal of the Authority to documents where the Seal is required; and perform all other duties incident to the office.
- 4.2. <u>ELECTION OR APPOINTMENT AND TERM</u>. The Chairman and Vice Chairman shall be elected from the members of the Board at the first regular meeting in January of each calendar year, and they shall hold office until their successors have been duly elected. The Board shall appoint a Clerk and Treasurer. The Clerk and Treasurer need not be members of the Board, and such positions shall continue in office at the pleasure of the Board.
- 4.3. <u>REMOVAL</u>. Any officer may be removed by an affirmative vote of a majority of Commissioners.
- 4.4. <u>VACANCY</u>. A vacancy in any office may be filled by the Board for the unexpired portion of the term.
- 4.5. <u>COMMITTEES OF THE BOARD</u>. There shall be the following Standing Committees: (i) the Executive Committee, consisting of the Chairman and Vice Chairman; and (ii) the Finance and Audit Committee, consisting of such Commissioners and other persons as shall be determined by the Chairman. The Board shall adopt a charter for each Standing Committee. The Chairman may also create and appoint any other Ad Hoc Committees from time to time to address specific concerns of the Authority. Committees may be composed of Commissioners and/or non-Commissioners as the Board deems advisable. All committees shall report directly to the Board.

The Chairman shall appoint a Committee Chair for each committee. Meetings of any committee are to be called by the Committee Chair.

### **ARTICLE V: Staffing**

- 5.1. <u>EMPLOYEES</u>. The Board shall select and appoint the Executive Director, who shall serve at its pleasure. Other individuals selected by the Executive Director may be employed by the Authority, and those individuals will serve at the pleasure of the Executive Director, except where the Board approves a contract of employment.
- 5.2. <u>RELATIONSHIP BETWEEN BOARD AND STAFF</u>. The Board, acting for the Authority, has the responsibility to determine and establish the Authority's policies in the fulfillment of its statutory responsibilities. The Executive Director shall have the responsibility for the management and operation of the Grand Junction Regional Airport in accordance with such policy.
- 5.3. <u>DELEGATION</u>. The Board may reserve for itself or delegate to the Executive Director such powers and duties as may be permitted by the Act and determined to be in the best

### **ARTICLE VI: Miscellaneous**

- 6.1. <u>SEAL</u>. The corporate seal of the Authority shall be in the form of a circle containing on the perimeter thereof GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, within the center COLORADO 1971, a facsimile of the runway configuration and a beacon marker with GRAND JUNCTION and MESA COUNTY inscribed therein.
- 6.2. <u>FISCAL YEAR</u>. The fiscal year of the Authority shall begin on the 1st day of January of each year and end on the 31st day of December of that year.
- 6.3. <u>AMENDMENT</u>. These Bylaws may be altered, amended or repealed by Resolution adopted at each of two special or regular meetings of the Board held not less than 27 days nor more than 45 days apart. Notice of the proposed amendment(s) shall be posted as required by the Act.
- 6.4. NO LIABILITY FOR DEBTS AND INDEMNIFICATION. No Commissioner shall be personally liable for any claims against or debts of the Authority. The Authority shall indemnify Commissioners and hold them harmless from and against any and all claims and liabilities to which they may become subject by reason of their actions, omissions, or status as a Commissioner, to the maximum extent permitted by law, provided, however, that the Authority need not indemnify any Commissioner adjudged to have intentionally acted wrongly or fraudulently.

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Content

Replacements

11 Insertions

21 Deletions

Styling and Annotations

108 Styling

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Go to First Change (page 1)

## AMENDED AND RESTATED BYLAWSOF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

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### **ARTICLE I: Statement of Authority**

- 1.1. <u>PURPOSE OF AUTHORITY</u>. The purpose of the Grand Junction Regional Airport Authority ("Authority") is to operate, maintain, and develop the Grand Junction Regional Airport and its related facilities and to oversee and manage the business and affairs of the Grand Junction Regional Airport.
- 1.2. <u>CREATION AND LEGAL STATUS</u>. The Authority was established, organized and incorporated in 1971 by the City of Grand Junction and the County of Mesa acting jointly in accordance with the Public Airport Authority Act, now codified at Title 41, Article 3 of the Colorado Revised Statutes (the "Act"). The Authority is a political subdivision of the State of Colorado.
- 1.3. <u>PRINCIPAL OFFICE</u>. The principal office of the Authority shall be located within the City of Grand Junction, <u>Mesa County</u>, <u>Colorado</u>.

### **ARTICLE II: Board of Commissioners**

- 2.1. PURPOSE AND POWERS OF THE BOARD. The Authority's Board of Commissioners (the "Board"), shall govern the Grand Junction Regional Airport. The Board shall have and exercise on behalf of the Authority those duties and powers set forth in the Act and such other duties and powers as are authorized by the laws of the State of Colorado. The Board shall act only at a duly called meeting that is open to the public unless otherwise provided for by the laws of the State of Colorado.
- 2.2. <u>SELECTION AND QUALIFICATION OF COMMISSIONERS</u>. The Board shall consist of seven (7) Commissioners. The Mesa County Board of Commissioners shall appoint three (3) Commissioners, only one of whom may, but need not be, a County Commissioner. The City Council of Grand Junction shall appoint three (3) Commissioners, only one of whom may, but need not be, a member of the City Council. Each Commissioner shall be a resident and taxpaying elector of Mesa County; each Commissioner appointed by the City Council shall also be a resident and taxpaying elector of the City of Grand Junction. Each of the Commissioners so appointed shall serve at the pleasure of, and be removed with or without case by, the body appointing her or him.

A seventh At-Large Commissioner shall be selected by the County- and City-appointed Commissioners in accordance with procedures established by the Board. The Board shall then advise the Mesa County Commissioners and the Grand Junction City Council of the person selected as At-Large Commissioner for ratification of the appointment.

2.3. <u>TERM</u>. The term of each Commissioner shall be four (4) years. No Commissioner may serve more than two (2) consecutive four (4) year terms. Each Commissioner shall hold

office until her or his successor has been appointed and qualified. If a vacancy occurs, the Commissioner appointed shall serve the remainder of the term to which he or she is appointed. If the remainder of such term is less than two years, that Commissioner may serve two additional consecutive four-year terms. If the remainder of such term is greater than two years, then that Commissioner may serve one additional term.

- 2.4. <u>VACANCIES</u>. Vacancies that occur on the Board, through death, resignation, removal of one of the Commissioners, or for any other reason, shall be filled in the same manner as provided for the appointment of the Commissioner being replaced. A change of residence of a Commissioner to a place outside of the City of Grand Junction, if he or she is an appointee of the City of Grand Junction, or outside of Mesa County, if he or she is an appointee of Mesa County, automatically creates a vacancy on the Board as to that Commissioner. A change in residence of the At-Large Commissioner to a place outside of Mesa County will also automatically create a vacancy on the Board as to the At-Large Commissioner position.
- 2.5. <u>COMPENSATION</u>. No Commissioner shall receive compensation for serving on the Board or as an employee of the Authority.

### **ARTICLE III: Meetings**

- 3.1. <u>REGULAR MEETINGS</u>. Regular meetings of the Board shall be held within Mesa County, at least monthly, on such dates and times as the Board may determine.
- 3.2. <u>EXECUTIVE SESSIONS</u>. At any duly convened meeting, the Board may go into executive session in the manner and for the consideration of matters as permitted by the Colorado Open Meetings Law, now codified at Title 24, Article 6, Part 4 of the Colorado Revised Statutes.
- 3.3. <u>SPECIAL MEETINGS</u>. Special meetings may be called by any officer or member of the Board by informing the other members of the date, time, and place of such meeting and the purpose for which it is called, and by posting notice of the meeting in the method provided for in the Act.
- 3.4. <u>EMERGENCY MEETINGS</u>. An emergency meeting may be called by the Chairman or Vice Chairman, upon giving as much notice as is practical under the circumstances, to address unforeseen circumstances or an emergency that calls for immediate action. Any action taken at an emergency meeting must be ratified at the next meeting of the Board at which full and timely public notice is provided.
- 3.5. WORKSHOPS. The Board may hold workshops, as necessary, to allow it to discuss issues without taking any formal action. Workshops may be held without a quorum of the Board, but full and timely public notice is required for all workshops to be held and conducted.
- 3.6. <u>NOTICE OF MEETING</u>. Notice of the time and place of all regular and special meetings, as well as workshops, shall be posted as required by the Act.
- 3.7. QUORUM. Five (5) Commissioners of the Board shall constitute a quorum necessary to open a regular, special or emergency meeting and to take formal action on any and

all matters. If a Commissioner is disqualified from voting on any action of the Board, his or her attendance will be included for purposes of determining a quorum even though that Commissioner does not participate in discussions or vote on the matter. Formal action by the Board shall be approved and adopted upon the affirmative vote of four (4) or more Commissioners.

### 3.8. METHOD OF ATTENDANCE AND ATTENDANCE REQUIREMENT.

Commissioners may attend a meeting or workshop in person or by any electronic or telephonic means which permits all of those who are physically in attendance to hear such Commissioner, and such Commissioner to hear persons physically in attendance. Commissioners must attend at least seventy-five (75) percent of all regular and special meetings of the Board, either in person or by electronic or telephonic means, within an ongoing six (6) month period. If a Commissioner fails to meet said attendance requirement, he or she may be subject to removal from the Board as provided in these Bylaws.

- 3.9. <u>REMOVAL</u>. By a unanimous vote of the remaining Commissioners, the Board may adopt a resolution requesting either the Mesa County Commissioners or the City Council of Grand Junction (or both the County and City in the case of an At-Large Commissioner) to remove a Commissioner appointed or approved by them.
- 3.10. MINUTES AND RECORDS. Board meetings will be recorded by audio or video means and such recordings will be kept in the permanent records of the Authority as the official minutes. Written minutes of the Board meetings shall be limited to actions and resolutions of the Board including motions, seconds, and votes on such actions. The record of executive sessions shall be maintained as provided in the Colorado Open Meetings Law.
- 3.11. <u>PROCEDURE</u>. The Board shall take official action by resolution, order, or motion. On all resolutions the rolls shall be called, and the ayes and nays recorded. Any other matter requiring a vote of the Board may be adopted by viva voce vote, but on demand of any Commissioner, the roll shall be called.

### **ARTICLE IV: Officers and Committees**

- 4.1. OFFICERS. The officers of the Authority shall be the Chairman, Vice Chairman, Cler and Treasurer. The same person may not hold two (2) offices.
  - 4.1.1. CHAIRMAN. The Chairman shall preside over all meetings of the Board and shall exercise such authority as is duly conferred upon him or her, from time to time, by the Board. He or she shall sign, either by manual or facsimile signature, together with the Clerk, any leases, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, provided however, that the Board may delegate the Chairman's authority over certain routine matters to the Executive Director, to the extent not prohibited by law.
  - 4.1.2. <u>VICE CHAIRMAN</u>. In the absence of the Chairman or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all of the powers of the Chairman.

- 4.1.3. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.
  - A.1.4. CLERK. The Clerk shall keep the minutes of the meetings of the Board; maintain a book of resolutions and inform the Board of any resolutions that are set to expire; custodian of the corporate records and the Seal of the Authority; affix the Seal of the Authority to documents where the Seal is required; and perform all other duties incident to the office.
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## GRAND JUNCTION REGIONAL AIRPORT

March 2021 DATA & STATISTICS



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air (APA)	Charters	Total
JAN	2,187	10,698	3,354	5,493	678	82	22,492
FEB	1,913	9,880	3,080	5,927	689	159	21,648
MAR	1,167	5,577	1,874	3,510	336	0	12,464
APR	0	721	158	292	0	0	1,171
MAY	476	2,275	296	520	0	0	3,567
JUN	1,699	3,318	751	646	0	0	6,414
JUL	1,856	5,006	1,778	2,556	0	0	11,196
AUG	1,156	5,509	2,491	3,139	0	0	12,295
SEP	699	7,078	2,720	2,749	0	0	13,246
OCT	700	7,746	2,939	5,196	0	0	16,581
NOV	988	5,560	2,322	3,722	0	47	12,639
DEC	1,160	5,602	1,932	3,434	0	0	12,128
<b>TOTAL</b>	14,001	68,970	23,695	37,184	1,703	288	145,841
Market Share	9.60%	47.29%	16.25%	25.50%	1.17%	0.20%	100.00%

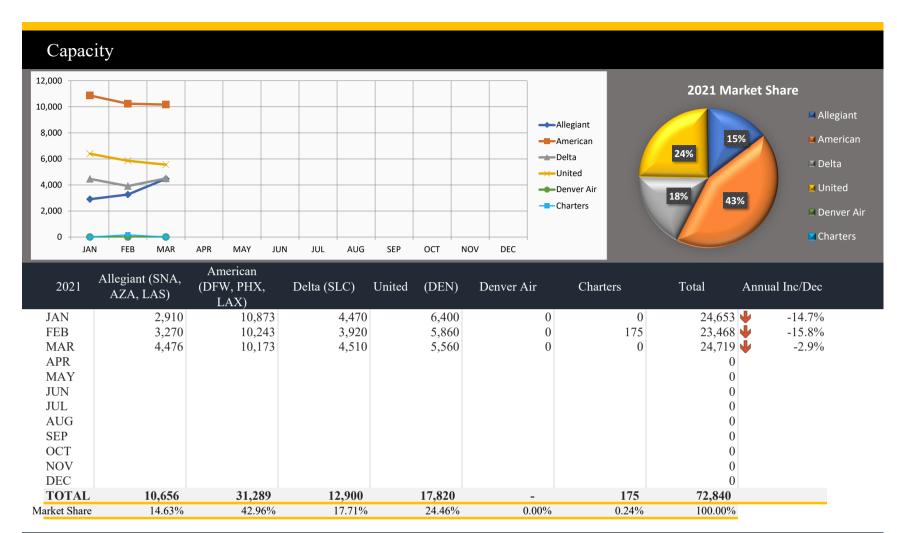
## Passenger Deplanements



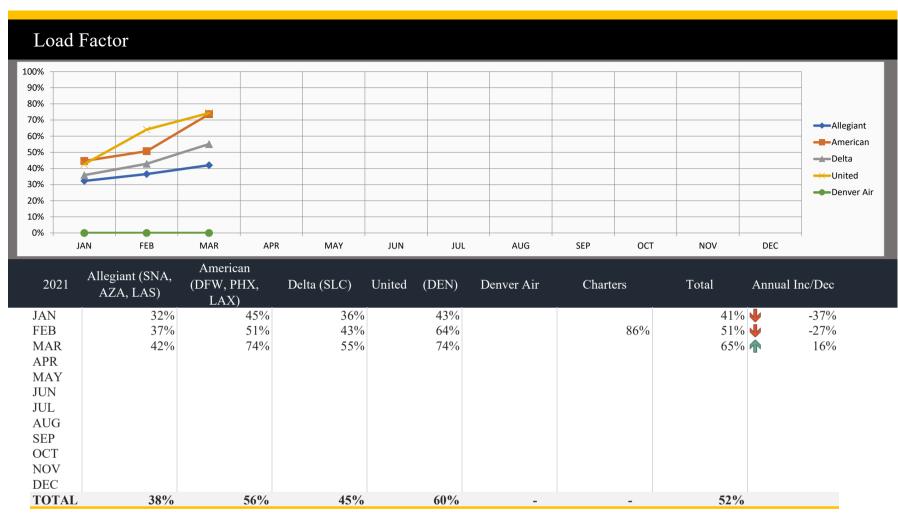


2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	1,025	4,890	1,656	2,551	0	0	10,122	-58.1%
FEB	1,076	5,971	1,707	4,726	0	150	13,630	<b>↓</b> -41.2%
MAR	1,826	7,840	2,632	4,857	0	0	17,155	<b>1</b> 26.2%
APR							0	
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
<b>TOTAL</b>	3,927	18,701	5,995	12,134	-	150	40,907	
Market Share	9.60%	45.72%	14.66%	29.66%	0.00%	0.37%	100.00%	

2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air (APA)	Charters	Total	
JAN	2,031	10,110	3,752	7,638	637	0	24,168	'
FEB	1,906	9,706	3,563	7,173	651	167	23,166	
MAR	1,252	5,993	1,918	4,126	308	0	13,597	
APR	0	590	214	384	0	0	1,188	
MAY	421	2,327	323	407	0	0	3,478	
JUN	1,759	3,399	762	589	0	0	6,509	
JUL	1,752	4,814	1,791	2,557	0	0	10,914	
AUG	1,144	5,286	2,214	3,091	0	0	11,735	
SEP	666	7,331	2,527	2,673	0	0	13,197	
OCT	611	7,269	2,765	4,974	0	0	15,619	
NOV	979	5,253	2,283	3,539	0	47	12,101	
DEC	1,073	6,057	1,903	3,714	0	0	12,747	
<b>TOTAL</b>	13,594	68,135	24,015	40,865	1,596	214	148,419	
Market Share	9.16%	45.91%	16.18%	27.53%	1.08%	0.14%	100.00%	



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United	(DEN)	Denver Air	Charters	Total
JAN	2,976	13,112	4,702		6,598	1,320	186	28,894
FEB	2,622	11,874	4,502		7,484	1,200	186	27,868
MAR	2,019	10,989	4,550		7,030	870	0	25,458
APR	0	4,819	1,500		2,294	0	0	8,613
MAY	1,368	4,295	1,100		1,717	0	0	8,480
JUN	4,278	4,230	1,695		1,380	0	0	11,583
JUL	4,167	5,888	4,075		3,552	0	0	17,682
AUG	3,105	7,524	5,310		4,166	0	0	20,105
SEP	1,248	9,599	5,936		2,847	0	0	19,630
OCT	1,248	10,099	5,680		7,342	0	0	24,369
NOV	2,058	10,120	5,032		6,430	0	186	23,826
DEC	2,862	10,226	5,324		6,680	0	0	25,092
<b>TOTAL</b>	27,951	102,775	49,406		57,520	3,390	558	241,600
Market Share	11.57%	42.54%	20.45%		23.81%	1.40%	0.23%	100.00%



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total
JAN	73%	82%	71%	83%	51%	44%	78%
FEB	73%	83%	68%	79%	57%	85%	78%
MAR	58%	51%	41%	50%	39%		49%
APR		15%	11%	13%			14%
MAY	35%	53%	27%	30%			42%
JUN	40%	78%	44%	47%			55%
JUL	45%	85%	44%	72%			63%
AUG	37%	73%	47%	75%			61%
SEP	56%	74%	46%	97%			67%
OCT	56%	77%	52%	71%			68%
NOV	48%	55%	46%	58%		25%	53%
DEC	41%	55%	36%	51%			48%
<b>TOTAL</b>	50%	67%	48%	65%	50%	52%	60%

### 2021 Enplaned and Deplaned Airfreight - Lbs

### 2021 YTD

Enplaned Freight 752,203 -13.45% Deplaned Freight 1,437,069 4.35%

### 2020 YTD

Enplaned Freight 869,053 Deplaned Freight 1,377,165

### 2021 Market Share

85%

15%

- ▼ FedEx
- Key Lime
- **■** United
- **■** Delta

Enplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Annual Inc/Dec
JAN	237,200	26,593	90	49	1,157	265,089	265,089	-14.2%
FEB	166,341	35,227	32	195	2,057	203,852	468,941	-29.8%
MAR	257,387	23,899	-	165	1,811	283,262	752,203	5.0%
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	660,928	85,719	122	409	5,025	752,203	752,203	
Market Share	87.87%	11.40%	0.02%	0.05%	0.67%	100.00%		

Deplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Month over Month Inc/Dec
JAN	393,875	43,681	9	321	23	437,909	437,909	-8.4%
FEB	318,960	100,256	635	62	229	420,142	858,051	<b>↓</b> -9.7%
MAR	476,391	102,100	84	408	35	579,018	1,437,069	<b>33.6%</b>
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	1,189,226	246,037	728	791	287	1,437,069	1,437,069	
Market Share	82.75%	17.12%	0.05%	0.06%	0.02%	100.00%		

## 2021 Aircraft Operations

			Itinerant				LOCAL		
2021	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	518	480	1,688	116	2,802	1,970	132	2,102	4,904
FEB	530	573	1,443	111	2,657	1,462	76	1,538	4,195
MAR	503	718	1,848	119	3,188	1,454	68	1,522	4,710
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
TOTAL	1,551	1,771	4,979	346	8,647	4,886	276	5,162	13,809
Historical Data	2016	2017	2018	2019	2020	2021	2020-2021 Inc/Dec		
JAN	3,142	3,325	3,320	3,425	3,713	4,904	<b>32.08%</b>		
FEB	3,600	2,888	2,945	3,473	4,378	4,195	<b>-</b> 4.18%		
MAR	3,808	4,356	3,931	4,119	3,241	4,710	45.33%		
APR	3,191	3,717	3,670	3,378	2,436	-			
MAY	3,810	3,821	3,908	4,075	3,826	-			
JUN	4,080	4,839	4,287	4,293	4,588	-			
JUL	4,044	3,997	5,195	4,348	4,784	-			
AUG	4,111	4,084	5,139	4,256	5,436	-			
SEP	3,797	3,496	4,161	3,941	4,777	-			
OCT	4,322	3,752	4,600	4,004	5,216	-			
NOV	3,651	3,074	4,092	3,811	4,612	-			
DEC	3,448	2,957	3,612	4,216	4,532	-			
TOTAL	45,004	44,306	48,860	47,339	51,539	13,809			





2021	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual Inc/Dec
JAN	63,490	37,121	68,456	115,341	90,873	375,281	375,281	<b>↓</b> -45.5%
FEB	88,747	47,482	85,630	138,855	96,619	457,332	832,613	-36.9%
MAR	137,342	97,006	114,654	208,673	148,899	706,573	1,539,186	-11.0%
APR						0		
MAY						0		
JUN						0		
JUL						0		
AUG						0		
SEP						0		
OCT						0		
NOV						0		
DEC						0		
TOTAL	289,579	181,608	268,739	462,868	336,392	1,539,186	1,539,186	,
Market Share	18.81%	11.80%	17.46%	30.07%	21.86%	100.00%		

2020	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	148,148	79,389	107,387	191,822	162,290	689,036	689,030
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,45
MAY	24,990	12,252	70,094	41,400	32,427	181,163	2,018,614
JUN	66,889	34,070	104,997	98,136	85,495	389,587	2,408,20
JUL	129,099	60,887	139,672	108,663	141,798	580,119	2,988,320
AUG	141,420	65,178	171,127	149,434	164,014	691,173	3,679,493
SEP	148,427	81,184	220,120	186,261	180,941	816,933	4,496,42
OCT	171,673	105,320	198,626	218,113	211,286	905,017	5,401,444
NOV	81,714	46,375	142,471	146,286	118,060	534,906	5,936,350
DEC	74,890	43,318	106,597	128,086	88,370	441,262	6,377,612
TOTAL	1,200,415	681,247	1,482,471	1,560,841	1,452,639	6,377,612	
Market Share	18.82%	10.68%	23.24%	24.47%	22.78%	100.00%	

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

Unaudited - subject to change

As of Date: 03/31/2021

		Month							
		03/31/2021	03/31/2021	03/31/2020	Budget	Budget Variance		Variance	
	-	Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var	
	Operating revenue								
	Aeronautical revenue								
	Passenger airline revenue								
1	Passenger airline landing fees	25,700	48,199	52,003	22,499	87.54 %	(3,804)	(7.31) %	
2	Terminal rent	102,917	99,695	103,979	(3,222)	(3.13) %	(4,284)	(4.12) %	
3	Other (boarding bridge)	1,011	2,420	2,299	1,409	139.37 %	121	5.26 %	
	Total Passenger airline revenue	129,628	150,314	158,281	20,686	15.96 %	(7,967)	(5.03) %	
	Non-passenger airline revenue								
4	Non-passenger landing fees	8,848	10,641	8,494	1,793	20.26 %	2,147	25.28 %	
5	Cargo and hangar rentals	4,562	4,562	4,483	-	0.00 %	79	1.76 %	
6	Fuel tax	11,500	9,895	19,937	(1,605)	(13.96) %	(10,042)	(50.37) %	
7	Fuel Flowage Fees and Sales	44,800	36,613	23,986	(8,187)	(18.27) %	12,627	52.64 %	
8	Other (ramp parking, rapid refuel)	520	690	570	170	32.69 %	120	21.05 %	
	Total Non-passenger airline revenue	70,230	62,401	57,470	(7,829)	(11.15) %	4,931	8.58 %	
	Total Aeronautical revenue	199,858	212,715	215,751	12,857	6.43 %	(3,036)	(1.41) %	
	Non-aeronautical revenue								
9	Land and building leases	49,300	49,097	52,565	(203)	(0.41) %	(3,468)	(6.60) %	
10	Terminal - restaurant & retail	6,000	9,647	6,629	3,647	60.78 %	3,018	45.53 %	
11	Terminal - other	15,041	15,295	15,294	254	1.69 %	1	0.01 %	
12	Rental cars	55,595	99,566	95,107	43,971	79.09 %	4,459	4.69 %	
13	Parking	70,000	87,129	91,205	17,129	24.47 %	(4,076)	(4.47) %	
14	Ground Transportation	2,176	3,338	2,783	1,162	53.40 %	555	19.94 %	
15	Other (advertising, security fee, vending, etc	3,816	4,279	2,579	463	12.13 %	1,700	65.92 %	
	Total Non-aeronautical revenue	201,928	268,351	266,162	66,423	32.89 %	2,189	0.82 %	
	Total Operating revenues	401,786	481,066	481,913	79,280	19.73 %	(847)	(0.18) %	

### Variance Explanations - March 2021 Revenue compared to budget - Preliminary Financial Statements

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 category makes up at least 5% of the monthly operating revenue budget for March (\$20,000). Explanations are not provided for prior year variances because we do not expect any of the accounts to align with prior year except the fixed rent revenues.

### **Operating Revenues:**

- Passenger airline landing fees The passenger landing fee revenue budget assumed 221 commercial landings in March 2021, and actual scheduled landings were 380 with all airlines exceeding the original budgeted projections. Additionally there were 26 diversion landings in March. As a result, passenger airline landing revenue was 87.5% above budget.
- 7 <u>Fuel flowage fees and fuel sales</u> Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced by GA operations, primarily military. The 2021 budget assumed that GA operations and fuel sales would be at approximately 85% of the 2019 (pre-pandemic) activity levels. While the total number of operations in March 2021 exceeded budget and March 2019 operations, the number of military operations was down 25% and the gallons sold per operation on other GA activity was also lower. This could be due to pilots refueling at other airports and we will continue to monitor the flowage.
- 12 **Rental Cars** Rental car revenue exceeded budget by more than 79% or \$44K. March 2021 enplaned passengers were above budget by 43% or more than 4,600 passengers. Additionally, the revenue per passenger was above the budgeted level of \$3.50. This combined with the higher than expected passenger numbers accounts for this increase.
- 13 <u>Parking</u> Parking revenue exceeded budget by 24% for March 2021. The spending per passenger for parking is still below the pre-COVID levels, primarily due to a change in the passenger mix between business and leisure travel.

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

Unaudited - subject to change

		Year to Date										
		03/31/2021	03	3/31/2021	0;	3/31/2020	Budget Variance		Prior Year Variance			
		Budget		Actual		PY Actual	Budget \$ Remaining		Budget % Remaining		PY \$ Var	PY % Var
	Operating revenue											_
	Aeronautical revenue											
	Passenger airline revenue											
1	Passenger airline landing fees	\$ 74,700	\$	151,504	\$	170,740	\$	76,804	102.82 %	\$	(19,236)	(11.27) %
2	Terminal rent	308,751		305,506		314,333		(3,245)	(1.05) %		(8,827)	(2.81) %
3	Other (boarding bridge)	2,939		7,010		7,952		4,071	138.52 %		(942)	(11.85) %
	Total Passenger airline revenue	386,390		464,020		493,025		77,630	20.09 %		(29,005)	(5.88) %
	Non-passenger airline revenue											
4	Non-passenger landing fees	26,544		26,086		24,680		(458)	(1.73) %		1,406	5.70 %
5	Cargo and hangar rentals	13,686		13,684		13,450		(2)	(0.01) %		234	1.74 %
6	Fuel tax	34,500		31,222		55,816		(3,278)	(9.50) %		(24,594)	(44.06) %
7	Fuel Flowage Fees and Sales	104,500		97,707		92,695		(6,793)	(6.50) %		5,012	5.41 %
8	Other (ramp parking, rapid refuel)	1,160		2,040		1,680		880	75.86 %		360	21.43 %
	Total Non-passenger airline revenue	180,390		170,739		188,321		(9,651)	(5.35) %		(17,582)	(9.34) %
	Total Aeronautical revenue	566,780		634,759		681,346		67,979	11.99 %		(46,587)	(6.84) %
	Non-aeronautical revenue											_
9	Land and building leases	147,900		147,289		160,711		(611)	(0.41) %		(13,422)	(8.35) %
10	Terminal - restaurant & retail	15,000		23,359		43,362		8,359	55.73 %		(20,003)	(46.13) %
11	Terminal - other	45,123		45,883		45,237		760	1.68 %		646	1.43 %
12	Rental cars	146,885		221,955		283,719		75,070	51.11 %		(61,764)	(21.77) %
13	Parking	185,000		203,574		385,751		18,574	10.04 %		(182,177)	(47.23) %
14	Ground Transportation	5,582		8,271		12,993		2,689	48.17 %		(4,722)	(36.34) %
15	Other (advertising, security fee, etc.)	8,901		9,851		8,652		950	10.67 %		1,199	13.86 %
	Total Non-aeronautical revenue	554,391		660,182		940,425		105,791	19.08 %		(280,243)	(29.80) %
	Total Operating Revenues	\$ 1,121,171	\$	1,294,941	\$	1,621,771	\$	173,770	15.50 %	\$	(326,830)	(20.15) %

## **Grand Junction Regional Airport Authority** Statements of Changes in Net Position Unaudited - subject to change

	,	Year to Date							
		03/31/2021	03/31/2021	03/31/2020	Budget V	ariance	Prior Year Variance		
		Budget	Actual	PY Actual	Budget \$ Variance	Budget % Variance	PY \$ Var	PY % Var	
	Operating expenses			_		_		_	
16	Personnel compensation and benefits	\$ 656,202	\$ 606,258	\$ 580,587	(49,944)	(7.61) %	25,671	4.42 %	
17	Communications and utilities	75,121	79,995	78,538	4,874	6.49 %	1,457	1.86 %	
18	Supplies and materials	101,094	84,200	122,677	(16,894)	(16.71) %	(38,477)	(31.36) %	
19	Contract services	168,221	156,475	140,417	(11,746)	(6.98) %	16,058	11.44 %	
20	Repairs & maintenance	91,500	59,865	59,081	(31,635)	(34.57) %	784	1.33 %	
21	Insurance	31,500	31,083	26,032	(417)	(1.32) %	5,051	19.40 %	
22	Training, Travel, & Air Service Development	49,752	14,192	27,560	(35,560)	(71.47) %	(13,368)	(48.51) %	
23	Other Expense (marketing, professional dues, $\epsilon$	22,825	9,032	22,590	(13,793)	(60.43) %	(13,558)	(60.02) %	
24	Contingency Expense	-	-	-		0.00 %		0.00 %	
	Total Operating expenses	1,196,215	1,041,100	1,057,482	(155,115)	(12.97) %	(16,382)	(1.55) %	
	Non-operating revenue (expenses)								
25	Passenger facility charges	116,800	211,225	271,098	94,425	80.84 %	(59,873)	(22.09) %	
26	Interest income	10,500	9,585	30,081	(915)	(8.71) %	(20,496)	(68.14) %	
27	Interest expense	(192,126)	(191,963)	(197,594)	163	0.08 %	5,631	2.85 %	
28	Customer facility charges	70,540	101,568	130,664	31,028	43.99 %	(29,096)	(22.27) %	
29	Capital contributions	18,417,000	1,136,518	2,525,662	(17,280,482)	(93.83) %	(1,389,144)	(55.00) %	
29	Capital expenditures	(20,803,471)	(1,160,920)	(4,145,394)	19,642,551	94.42 %	2,984,474	71.99%	
30	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %	
31	Other	-				0.00 %		0.00 %	
	Total Non-operating revenue (expenses)	(2,380,757)	106,013	(1,385,483)	2,486,770	104.45 %	1,491,496	107.65 %	
	Excess of revenue over (under) expense	\$ (2,455,801)	\$ 359,854	\$ (821,194)	2,815,655	114.65 %	1,181,048	143.82 %	
	·								

### GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through March 31, 2021

### 2021 AIP CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

Grand Number	Project/Grant Description	2021 Project Costs Incurred	FAA Grant Revenue Recognized in 2021	CDOT Grant Revenue Recognized	2021 GJRAA Local Share
AIP 66	Construct Run-up Pad & Rehab Apron	908,586	908,586	-	=
AIP 67	Taxiway A and RWY 11-29 Construction	-	-	-	-
AIP 68	Runway Design - Earthwork, Prism, and Drainage	201,949	201,949	-	-
TBD	Taxiway A and RWY 11-29 Construction	-	-	-	-
	Total AIP Projects	\$ 1,110,535	\$ 1,110,535	\$ -	\$ -

<sup>\*\*</sup> Note that CARES Act and the ACGRP Grants are Available to draw down for operating costs. As of March 31, 2021, no draws have yet been made to reimburse 2021 costs incurred and revenue will be recognized as draw down requests are submitted.

2021 Costs				
Project Description	Incurred			
Admin Building Landscaping	9,683			
Terminal Improvements - Non-Rental Car	24,618			
Rental Car Area Improvements	3,696			
Security System Updates	12,387			
Total Non-AIP Projects	\$ 50,384			

### Variance Explanations - March 31, 2021 Preliminary Financial Statements

Variance explanations have been provided below for revenue and expense accounts that have a budget variance of more than 5% and where the revenue or expense category makes up at least 5% of the monthly operating budget of \$56,000 for revenue and \$69,700 for all non-capital expenses. Explanations are not provided for prior year variances because we do not expect any of the accounts to align with prior year except those with fixed rent.

YTD March 2021 passenger traffic was up 29% (about 8,100 passengers) from budget and commercial landings exceeded budget by 72%.

Operating Revenues: Operating revenues were \$174k ahead of budget through March 2021 due to higher than expected commercial landings and enplaned passengers. Total budgeted operating revenue for the year is \$4.88M therefore through March 31, 2021, GJRAA has earned approximately 26.6% of the annual budgeted revenue.

- 1 <u>Passenger Landing Fees</u> Passenger landing fees year to date were about \$76K above budgeted expectations. This positive budget variance is expected based on the current activity levels that far exceed the budget assumptions.
- 7 <u>Fuel Flowage Fees</u> Fuel flowage fees are not charged to commercial carriers, but correlate with GA operations. As noted in the monthly variance report, the gallons sold per operation were lower in March 2021 than previous years and military traffic was also down by more than projected. We will continue to monitor flowage fees, but the current negative variance of \$6,800 is not of concern at this point.
- 12 <u>Rental Cars</u> Rental Car Revenue exceeded budget year-to-date through March 2021 as a result of the higher than expected passenger traffic and increased average daily rates.
- 12 <u>Parking</u> Parking revenue exceeded budget year to date through March 2021 due to the combination of the increase in passengers, but spending per passenger is still below the pre-pandemic levels.

Operating Expenses: Total Operating Expenses through March 2021 were \$155k below budget. The positive budget variance is spread fairly evenly across the operating expense categories. At this time, the difference is related to the timing of when the activities occur compared to an annual budget that assumes all months have equal spending.

- 16 <u>Personnel Compensation & Benefits</u> Compensation and benefits were below budget due to vacant positions that have been filled as soon as budgeted for, specifically two landside positions and one custodial position.
- 17 <u>Communications and Utilities</u> Communications and Utilities were \$4,800 above budget due to gas and electricity costs in the terminal building. Part of the variance is due to the fact that the Gas expense was budgeted evenly throughout the year, but the expense historically peaks in the winter months, causing a timing difference between the budget and the actual cost. The remainder of the variance is due to electricity costs that ran higher than budgeted in February and March. While this is a negative budget variance, we are not concerned with the amount at this time and will continue to monitor the account.
- 18 <u>Supplies & Materials</u> Supplies & Materials costs were \$16,900 lower than budget through March. This budget variance is primarily due to the entire 2021 uniform budget is reported in January since the timing of purchasing uniforms varies as well as the unpredictability of when repairs and maintenance projects will be done.
- 19 <u>Contract Services</u> Contract services are \$11,700 below the year to date budget through March 2021 primarily due to IT services that are budgeted evenly throughout the year that are running below budget for the first quarter.
- 20 <u>Repairs & Maintenance</u> Repairs and Maintenance activities were \$31,600 below budget through March 2021. The timing of incurring these costs is somewhat unpredictable, therefore we estimated even spending for budget purposes. There were no individually large repair projects completed in the first quarter of 2021. Costs incurred include paint costs, some fleet repairs, electrical repair parts, fence repairs, and other smaller purchases.

### Non-Operating Revenues and Expenses:

- 25 <u>PFC Revenue</u> PFC revenue was above budget because actual passenger numbers through March 2021 were higher than budget resulting in higher than expected PFC revenue.
- 28 <u>CFC Revenue</u> CFC revenue was above budget due to the increase in passengers as well as a notable increase in the number of days cars are rented for. Q1 2021 had an average rental transaction of 4.28 days compared to 3.72 for the same period in 2020 and 3.92 days in 2019.
- 29 <u>Capital Contributions & Expenditures</u> The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the budget represents the full annual budget and the budget variance represents the remaining budget. Construction started in March on the Apron and Run-up Pad replacement projects, therefore the costs are expected to increase as we enter construction season. See the attached detail of costs incurred by project.

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

			Month Ending 03/31/2021		onth Ending 02/28/2021	Variance	
	Assets		_				
	Current Assets						
	Cash and Cash Equivalents - Unrestricted	\$	14,244,699	\$	13,636,122	\$	608,576
	Cash and Cash Equivalents - Restricted		1,910,393		1,625,078		285,315
1	Total Cash and Cash Equivalents		16,155,092		15,261,201		893,891
	Accounts Receivable						
	Accounts Receivable - Ops, net of allowance of \$24,000		703,895		558,805		145,090
	Accounts Receivable - Capital		2,729,842		2,759,904		(30,062)
2	Total Accounts Receivable, Net		3,433,737		3,318,710		115,028
3	Prepaid Expenses		65,721		74,849		(9,128)
	Total Current Assets		19,654,550		18,654,759		999,791
	Non-Current Assets						
	Capital Assets						
	Capital Assets not subject to depreciation		15,753,237		15,753,237		-
	Capital Assets subject to depreciation, net		57,249,218		57,666,447		(417,230)
4	Total Capital Assets, Net		73,002,455		73,419,685		(417,230)
5	Bond Project Fund		415,511		415,511		-
	Total Non-Current Assets		73,417,965		73,835,195		(417,230)
	Total Assets		93,072,515		92,489,954		582,561
6	Deferred Outflows of Resources - Pension Plan		490,761		490,761		
	Liabilities						
	Current Liabilities						
7	Accounts Payable - Ops		158,769		164,429		(5,659)
7	Accounts Payable - Capital		1,137,186		411,784		725,402
8	Accrued Expenses		223,333		220,108		3,225
9	Lease Deposits		158,288		158,288		-
10	Deferred Revenue		25,655		25,852		(196)
11	Current portion of capital lease and bonds payable		1,193,218		1,129,231		63,988
	Total Current Liabilities		2,896,450		2,109,691		786,759
	Long Term Liabilities						
	Bond and capital lease payable		17,250,992		17,250,992		-
	Deferred Revenue		388,533		390,622		(2,089)
	Net Pension and OPEB Liability		1,975,954		1,975,954		-
12	Total Long Term Liabilities		19,615,479		19,617,568		(2,089)
	Total Liabilities		22,511,929		21,727,259		784,670
13	Deferred Inflows of Resources - Pension Plan		781,350		781,350		
	Total Net Position	\$	70,269,997	\$	70,472,107	\$	(202,110)

### Variance Explanations - March 2021 Statement of Financial Position

Assets: Total Assets increased by \$583K from February 2021 to March 2021. Total current assets increased by \$1M, with \$894k of the increase in cash.

- 1 <u>Cash</u> Cash increased by \$894k from February 2021 to March 2021. The increase was primarily due to the receipt of \$890K in CARES grant reimbursements and an increase in accounts payable for capital.
- 2 <u>Accounts Receivable</u> Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately \$168k due to the increase in traffic and revenues. The Capital receivables from grants had a net decreased of \$30k as CARES grant payments were received from the FAA and \$862K of AIP project invoices were incurred.
- 3 <u>Prepaid Expenses</u> 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. The decrease in this balance represents the current month's share of expenses from the prepaid expenses. This balance will continue to decline over the policy period until another prepayment is made.
- 4 <u>Capital Assets, Net</u> 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 based on assets placed in service as of December 31, 2020.
- 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 <u>Deferred Outflows of Resources - Pension Plan</u> — 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 all represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

## Liabilities: Total Liabilities increased \$785k from February 2021 to March 2021 due to an increase in capital accounts payable associated with the apron and run-up pad construction work started by ESCO in March.

- 7 <u>Accounts Payable</u> 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. Capital accounts payable and receivable should have a positive correlation in periods when we are working primarily on AIP projects where the majority of the cost is funded by the FAA. In March, the primary activity was construction on the West Apron & Run-Up Pad done by ESCO.
- 8 <u>Accrued Expenses</u> This category is primarily made up of liabilities for un-used PTO (approximately \$169,000) and payroll accruals to properly 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 <u>Lease Deposits</u> 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 <u>Deferred Revenue</u> 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 <u>Current Portion of capital lease and bonds payable</u> This balance represents principal and interest due on the outstanding revenue bond and Yukon capital lease in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bond and one annual payment on the vehicle lease in June. The change from February to March represents the amount of interest expense incurred during the period.
- 12 <u>Long-Term Liabilities</u> The long-term bond payable and capital payable balance is updated annually in December 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 airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for years after 2021.

### **Deferred Inflows of Resources:**

13 <u>Deferred Inflows of Resources - Pension Plan</u> — 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.