BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

JUNE 15, 2021

Grand Junction Regional Airport Authority

Date: **June 15, 2021**

Location:
GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DRIVE
GRAND JUNCTION, CO 81506
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM
Masks Required for all in-person attendees

Virtual 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. May 18, 2021 Meeting Minutes ____ 1

- Approve the May 18, 2021 Board Meeting Minutes.

VII. Discussion

A. Presentation from Visit Grand Junction

- Presentation by Elizabeth Fogarty, Executive Director, on Visit Grand Junction's destination marketing efforts.

B. 2020 Draft Audit Presentation by Plante Moran ______________________________ 2

- Presentation by Lisa Meacham, Engagement Partner and Rumzei Abdallah, Engagement Senior Manager, on the 2020 financial statement audit.

VIII. Action Items

A. Employment Attorney Engagement Letter – Bechtel & Santo ____________________ 3

- Approve proposed engagement agreement for Bechtel & Santo to provide representation on employment related matters to the Grand Junction Regional Airport Authority as requested by the Executive Director.

B. Grant Agreement AIP 69 – Update Miscellaneous Study (Airport Development Plan) 4

- Accept FAA AIP Grant No. 3-08-0027-069-2021 in the amount of $1,039,904 for an Airport Development Plan and authorize the Executive Director to sign the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County.

C. InterVISTAS Airport Development Plan – Scope of Services ______________________ 5

- Approve the InterVISTAS Scope of Services in the amount of $1,029,914 for the Airport Development Plan to be funded under AIP 3-08-0027-069-2021, and authorize the Executive Director to sign the scope of services and associated change orders in accordance with the Authority's Procurement Policy.

D. Garver Work Order No. 14 for Runway 4/22 Rehabilitation Design _______________ 6

- Approve Garver Work Order No. 14 for $393,113 to fund the design of Runway 4/22 rehabilitation and authorize the Executive Director to sign the work order and associated change orders in accordance with the Authority's Procurement Policy.

E. Resolution 2021-005 Adopting the Amended and Restated Bylaws of the Grand Junction Regional Airport Authority ____ 7

- Adopt Resolution 2021-005 to adopt the proposed amendments to the Grand Regional Airport Authority Bylaws to conform to current practice, ensure consistency with state law, and simplify and clarify language.

F. Grant Application – Airport Coronavirus Response Grant Program (ACRGP) Concession Relief ____ 8

- Authorize the Executive Director to sign the grant application for $53,547 to provide relief from rent and minimum annual guarantees to on-airport car rental and in-terminal airport concessions.

IX. Staff Reports

A. Executive Director Report (Angela Padalecki)
B. Finance and Activity Report (Sarah Menge) ____________________________________ 9
C. Operations Report (Dylan Heberlein)
D. Facilities Report (Ben Peck)
E. Project Report (Colin Bible)

X. Any other business which may come before the Board

XI. Adjournment

Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
May 18, 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 May 18, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

Commissioners Present:	Guests:
Tom Benton (Chairman)	Fred Suevel, CAF
Erling Brabaek	Sam Siebold, Twin Otter
Chuck McDaniel	Jen Boehm, Mead and Hunt
Ron Velarde	Brad Rolf, Mead and Hunt
Clay Tufly	Jeremey Lee, Mead and Hunt
	Cole Miller, KLJ Engineering
Airport Staff:	Colin Bible, Garver
Angela Padalecki (Executive Director)	Ladd Klinglesmith, Klinglesmith LLC
Dan Reimer (Counsel)	Jennifer Walker, HUB Insurance
Sarah Menge	Brian Mohr, InterVISTAS
Cameron Reece (Clerk)	
Shelagh Flesch	
Ben Peck	
Dylan Heberlein	

II. National Anthem

III. Approval of Agenda

Commissioner Brabaek made a motion to move the commissioner comments section to the end of the agenda, and to leave the rest of the agenda as presented. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Tufly, yes; Commissioner McDaniel, yes, and Commissioner Velarde, yes. The motion carries.

IV. Commissioner Comments

Commissioner comments moved to end of Agenda.

V. Citizen Comments

No citizen comments were made.

VI. Consent Agenda

A. April 20, 2021 Meeting Minutes

Approval of April 20, 2021 Board Meeting Minutes

B. Airport Insurance Policy Renewal

Approve the 2021-2022 renewal of property and casualty insurance brokered by HUB International for a total renewal cost of $132,242.70.

C. Purchase Authorization – Terminal Trench Drain Materials

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.

D. Lease Assignment- V&S Holdings, LLC and Klinglesmith Enterprises, LLC

Approve the lease assignment between V&S Holdings, LLC and Klinglesmith Enterprises, LLC and authorize the Executive Director to execute the Assignment.

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

VII. Action Items

A. Colorado Department of Transportation – Aeronautics Division Grant Offer 21-GJT-01 for Runway 4/22 Rehabilitation – Design

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

VIII. Public Hearing

A. First Reading of Proposed Amendments to the Grand Junction Regional Airport Authority Bylaws

Commissioner Brabaek made a motion to approve the first reading of the proposed amendments to the Grand Junction Regional Airport Authority bylaws. Commissioner McDaniel seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Tufly, yes; Commissioner McDaniel, yes, and Commissioner Velarde, yes. The motion carries.

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)

Commissioner Comments

Commissioner Benton congratulated Commissioner McDaniel as Mayor of the City Council and thanked him for his efforts on the Board of the Authority.
Commissioner Brabaek thanked staff for getting the board packet out a day earlier than usual, and that the extra preparation helped him.
Commissioner Velarde thanked Commissioner Benton for the letter to the editor.

IX. Any other business which may come before the Board

Sarah Menge Director of Finance stated that starting in June the Board Meeting will be open to the public in the conference room but all members attending in person must wear a face mask in accordance with current TSA regulations. We will still have the electronic attendance as an option.

X. Adjournment

The meeting adjourned at approximately 6:38pm.

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

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Tom Benton, Board Chairman

ATTEST:

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Cameron Reece, Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	2020 Draft Audit Presentation by Plante Moran
PURPOSE:	Information ☐ Guidance ☒ Decision ☐
RECOMMENDATION:	
SUMMARY:	The Airport staff and the Finance and Audit Committee have reviewed the draft financial statements and received a presentation from Plante Moran. A summary of significant audit findings and reports is as follows: - Plante Moran is issuing an unmodified opinion. - There were no material weaknesses identified. - There were no findings in the Single Audit over the PFC or AIP Grant Revenues to be reported. - No financial statement adjustments were identified during the audit that required posting to the financial statements. The audit must be approved and filed with the state auditor's office by July 31, 2021. The auditors must still perform procedures on subsequent events up to the date the financials are anticipated to be issued (July 23, 2021), but no additional findings are anticipated.
REVIEWED BY:	Executive Director and Finance and Audit Committee
FISCAL IMPACT:	N/A
ATTACHMENTS:	1. Draft Audited Financial Statements 2. Draft Communication Letter to Management
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com

Grand Junction Regional Airport Authority

Financial Report
with Supplemental Information
December 31, 2020

Contents

Independent Auditor's Report

To the Board of Commissioners
Grand Junction Regional Airport Authority

Report on the Financial Statements

We have audited the accompanying financial statements of Grand Junction Regional Airport Authority (the "Authority") as of and for the years ended December 31, 2020 and 2019 and the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of Grand Junction Regional Airport Authority as of December 31, 2020 and 2019 and the changes in its financial position and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Commissioners
Grand Junction Regional Airport Authority

Other Matters

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplemental information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Grand Junction Regional Airport Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the schedule of passenger facility charges, as required by the *Passenger Facility Charge Audit Guide for Public Agencies*, are presented for the purpose of additional analysis and are not a required part of the basic financial statements.

The schedules of expenditures of federal awards and passenger facility charges are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of expenditures of federal awards and passenger facility charges are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 23, 2021 on our consideration of Grand Junction Regional Airport Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grand Junction Regional Airport Authority's internal control over financial reporting and compliance.

July 23, 2021

INTRODUCTION

Grand Junction Regional Airport, Colorado, Public Airport Authority was created in 1971 under the Public Airport Authority Act of 1965. The Grand Junction Regional Airport Authority (the "Authority" or "GJT") is composed of seven appointed members: three from Mesa County, three from the City of Grand Junction and one at-large selection. The term of each Commissioner of the Authority Board is four years; no member may serve more than two consecutive four-year terms. The Board of Commissioners selects and appoints an Executive Director who implements the policies established by the Board, manages the airport, and serves at the pleasure of the Board.

The Authority engages in business-type activities. These are activities that are intended to recover all or a significant portion of their costs through user fee charges to external parties for goods or services. The Authority reports its business-type activities in a single enterprise fund, meaning that its activities are operated and reported like a private-sector business. An enterprise fund uses the accrual basis of accounting, and accordingly, revenues are recognized when earned and expenses are recognized as incurred.

GJT Description

The Grand Junction metropolitan area is classified as a non-hub commercial service market, as the Airport enplanes less than 0.05% of all commercial airline enplanements in the United States.

The Airport is located on approximately 2,800 acres of land and has two active runways and an air traffic control tower. The primary runway is Runway 11/29, which measures 10,501 feet long and 150 feet wide with a northwest-southeast orientation. Crosswind Runway 4/22 measures 5,501 feet long and 75 feet wide in a southwest/northeast orientation. The secondary runway is designed to facilitate the operations of smaller aircraft during crosswind conditions on Runway 11/29.

The passenger terminal building opened in 1982 and contains approximately 76,000 square feet of space and offers one airside concourse with three passenger boarding bridges. The terminal building accommodates passenger ticketing, baggage claim, passenger screening, concessions, and rental car facilities and public parking is available on site. In addition to the passenger terminal building, the Authority also provides cargo and general aviation facilities and has an aircraft rescue firefighting building.

Location

Grand Junction is situated on the western slope of the Rocky Mountains in Mesa County, Colorado. The Airport and the City of Grand Junction are located between Denver and Salt Lake City, approximately 260 miles from each. The closest airports, which provide regularly scheduled commercial or regional jet service, are Aspen-Pitkin County Airport, Eagle County, and Montrose County Regional Airport.

Air Traffic

As of December 31, 2020, GJT offered direct service to Dallas/Fort Worth, Denver, Las Vegas, Mesa, AZ, Phoenix, and Salt Lake City, and seasonal direct service to Los Angeles. Air service is provided in GJT by Allegiant, American Airlines, Delta, Denver Air Connection, and United. As of December 31, 2019, GJT offered direct air service to Dallas/Fort Worth, Denver, Las Vegas, Phoenix, and Salt Lake City, and seasonal direct service to Los Angeles and Chicago through five different commercial carriers.

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion and analysis of the financial position and activity of the Authority provides an introduction and overview of the basic financial statements of the Authority as of and for the years ended December 31, 2020 and 2019. This discussion has been prepared by management and should be read in conjunction with the financial statements and the notes thereto, which follow this section.

Financial Highlights

On March 10, 2020, Colorado Governor Jared Polis declared a State of Emergency related to the presence of the Novel Coronavirus 2019 (COVID-19) in the State of Colorado. On March 11, 2020, the World Health Organization (WHO) declared the outbreak a global pandemic and on March 13, 2020, President Donald J. Trump issued a proclamation declaring the COVID-19 outbreak in the United States a national emergency. Nationally and at the state level, business activities and public gatherings were limited throughout 2020 and air traffic declined sharply following the declarations from the President and the WHO. GJT had a 36% decline in commercial airline landings and a 47% decline in total passengers because of the pandemic.

The pandemic had multiple impacts on the Authority's Statement of Revenue, Expenses, and Changes in Net Position, including the following:

- Due to the severe impact of the pandemic nationwide, the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law on March 27, 2020. The CARES Act included $10 billion in funding for U.S. airports. The Authority has received a grant for $5,679,740 in connection with the CARES Act to help supplement lost revenues from the pandemic. The Authority utilized $4,094,829 of CARES Act revenues in 2020, $890,578 for debt service, and $3,204,251 to cover operating expenses.
- Excluding grant revenues, total 2020 operating revenues declined 24% from 2019. The most significant decrease was in non-aeronautical revenue from rental cars, parking, and ground transportation which are highly dependent on passengers.
- Non-operating revenue from passenger facility charges and customer facility charges were also down 41% and 62%, respectively, due to the decrease in passengers.
- The Authority made multiple efforts to control operating costs during 2020 including not filling vacant positions, delaying maintenance projects, and cancelling all non-essential travel and training. Excluding depreciation expense, total operating expenses declined approximately $140,000 from 2019 and was $1,150,000 below budget, a decrease of 21%.

The Authority has an extensive Construction Improvement Program that includes a runway replacement and ongoing airfield maintenance on existing pavements. The majority of the funding for these projects comes from the Federal Aviation Administration (FAA) as part of the Airport Improvement Program (AIP). Although the pandemic impacted operating revenues and expenses, the Authority decided to move forward with all planned AIP projects and also received additional funding from the CARES Act to cover the Authority's portion of the cost.

The Authority began construction on an administration building in 2013 to house the Authority staff offices, however, construction was stopped in 2014. During 2019, after exhaustive efforts by the board to procure a public-private partnership to complete the build-out, or identify airport funds to complete construction, it was determined that the partially completed building would be demolished. Accumulated construction costs totaling $4,092,316 were considered impaired and a loss was recognized in the year ended December 31, 2019. An additional $549,146 of construction costs were incurred in 2020 to complete the demolition.

In 2019, Allegiant added year-round twice-weekly service to Mesa, Arizona and United added a seasonal direct flight from GJT to Chicago weekly. In addition to these new destinations, air carriers up-gauged the size of aircraft flown to GJT and added additional flights. The Airport realized a 12% increase in passengers from 2018 to 2019 which resulted in a $357,000 increase in operating revenues from 2018.

In 2019, the Authority completed a major terminal remodel project that included a new HVAC system, back-up generator, new escalators, and new office space for Authority staff. This project was funded by the 2016 refunded bonds and cost approximately $5,775,000.

Capital assets increased over $2,062,000 from 2019 to 2020 and over $6,500,000 related to AIP capital projects from 2018 to 2019.

In 2018 the Authority adopted Governmental Accounting Standards Board ("GASB") No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which changes the accounting and presentation for the Authority's postemployment health benefits that are administered through the Colorado Public

Employees' Retirement Association. Additional information related to the Authority's pension and other postemployment benefit plans can be found in Note 9 and Note 10.

The Authority also elected to adopt GASB No. 89, *Accounting for Interest Costs Incurred before the End of a Construction Period* which requires interest costs incurred during construction be expensed in the period in which the cost is incurred. The requirements of the statement are effective for reporting periods beginning after December 15, 2019; however, early adoption is encouraged and the Authority elected to implement this GASB in 2018. As a result, no interest was capitalized and added to the cost of capital assets construction in progress but was recognized as interest expense during the year.

Overview of the Financial Statements

The Authority's financial statements consist of its statement of net position; statement of revenues, expenses, and changes in net position; statement of cash flows and notes to the financial statements. The statement of net position presents information on the Authority's assets, deferred outflows, liabilities, deferred inflows, and net position. Over time, increases or decreases in net position serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating. The statement of revenues, expenses, and changes in net position present information showing how the Authority's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the cash flows. Revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements. This report also includes required supplementary information for the Authority's pension and other postemployment benefit plan for the purpose of additional analysis.

These financial statements are prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the GASB.

Summary of Revenues, Expenses, and Changes in Net Position

The following is a summary of the revenues, expenses, and changes in net position for the years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Total operating revenues	$5,223,644	$6,863,913	$6,506,646
Total non-operating revenues	5,107,958	2,032,273	1,941,478
Total revenues	10,331,602	8,896,186	8,448,124
Total operating expenses	9,257,588	8,815,254	8,774,636
Net non-operating expenses	597,230	619,600	650,029
Total expenses	9,854,818	9,434,854	9,424,665
Income (Loss) before capital contributions	476,784	(538,668)	(976,541)
Capital contributions	5,573,707	6,004,320	10,154,051
Special item – Asset impairment	(563,161)	(4,092,316)	-
Increase in net position	$5,487,330	$1,373,336	$9,177,510

The following is a summary of operating revenues for the years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Aeronautical revenue			
Passenger airline revenue			
Passenger airline landing fees	$466,624	$632,143	$549,237
Terminal rent	1,240,942	1,183,776	1,181,845
Other	23,035	128,216	113,722
Total passenger airline revenue	1,730,601	1,944,135	1,844,804
Non-passenger airline revenue			
Non-passenger landing fees	224,966	102,453	179,586
Cargo and hangar rentals	54,504	53,466	52,213
Fuel flowage fees and aviation fuel tax	586,236	752,110	697,084
Other	6,270	9,780	5,880
Total non-passenger airline revenue	871,975	917,809	934,763
Total aeronautical revenue	2,602,576	2,861,944	2,779,567
Non-aeronautical revenue			
Land and building leases	607,304	601,551	596,586
Terminal – restaurant and retail	91,907	170,591	142,064
Terminal - rent	182,884	180,686	199,259
Rental cars	898,476	1,306,055	1,270,226
Parking and ground transportation	790,594	1,663,556	1,442,888
Other	49,904	79,530	76,056
Total non-aeronautical revenue	2,621,068	4,001,969	3,727,079
Total operating revenue	$5,223,644	$6,863,913	$6,506,646

Passenger airline revenue is primarily from terminal rent which is currently based on a fixed rates and charges model. Rates and charges remained unchanged in 2018 and 2019, however, there was an increase to both the terminal rent rate, and the airline landing fee in 2020. Even with the increase in the landing fee rate in 2020, the decrease in overall activity resulted in a decrease in landing fee revenue in 2020. In 2019, the airlines flew larger aircraft and increased flight frequency compared to 2018. GJT received 434 additional landings in 2019 compared to 2018, an increase of almost 8%. As a result of the increased flights and landed weight, passenger airline landing fees increased almost $83,000 from 2018.

Non-passenger airline revenue consists primarily of landing fees from non-passenger airline activity like cargo, and fuel flowage fees and taxes. In 2020, the most significant impact to non-passenger airline revenue was the decline in aviation fuel tax from the decline in commercial airline activity. The increase in non-passenger landing fees was related to fire-fighting activities based out of GJT. Fuel flowage fees are collected for general aviation activity and fuel taxes are collected on all jet fuel sold at the airport. The decrease in non-passenger airline revenue from 2018 to 2019 is primarily related to a decrease in activity from the Airport's main cargo airline provider and decreased activity related to firefighting operations that occurred in 2018. In the first half of 2018, the primary cargo carrier at the Airport started making two daily flights instead of just one flight which caused an increase in non-passenger landing fees and fuel flowage fees. They have since returned to their regular flight schedule.

Non-aeronautical revenue consists of some fixed rent charges and other variable revenues that are directly correlated to passenger traffic. The decrease in passenger traffic in 2020 resulting from the pandemic resulted in a decrease of non-aeronautical revenues of $1,381,000. This was offset by the CARES Act revenues received in 2020 to supplement the decline in revenue. With the 12% increase in passengers in 2019, non-aeronautical revenue was $275,000 higher than 2018.

The following is a summary of operating expenses for the years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Personnel compensation and benefits	$2,277,753	$1,894,114	$2,422,735
Communications and utilities	308,589	308,906	305,528
Supplies and materials	426,303	574,646	545,175
Contract services	580,374	601,889	578,406
Repairs & maintenance	326,306	584,486	390,626
Insurance	122,503	108,989	92,983
Depreciation	5,040,910	4,459,034	4,196,715
Other	174,850	283,190	242,468
Total operating expenses	$9,257,588	$8,815,254	$8,774,636

The majority of the Airport's operating expenses are fixed in nature, and do not fluctuate with increases and decreases in passenger traffic. As noted above, the Authority implemented cost management measures to minimize operating expenses incurred during the COVID-19 pandemic as much as possible. While total operating expenses decreased only 3% from 2019 to 2020, the 2020 budget included a 23% increase in costs from 2019 actual expenses, with a focus on growing the total full-time employees at the airport.

The most notable changes from 2018 to 2019 were a decrease in personnel compensation and benefits of $529,000, an increase in repairs and maintenance of $194,000, and an increase in depreciation of $262,000. The change in personnel costs was entirely related to the Airport's proportionate share of pension expense which was a reduction of costs this year. Actual cash compensation paid was comparable to 2018. Repairs and maintenance cost increases were mostly related to repairs and improvements made to the terminal in conjunction with the terminal remodel project that were below the capitalization policy of the Airport. The Authority painted all existing bathroom tiles and partitions within the terminal which cost approximately $115,000. The increases in depreciation expense are directly related to the terminal project and airfield projects completed in 2019.

Non-Operating Revenues and Expenses, Capital Grants and Capital Contributions

The following is a summary of non-operating revenues and expenses for the years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Passenger facility charges	$614,796	$1,050,179	$1,019,592
Interest income	67,958	225,138	197,674
Interest expense	(597,230)	(619,600)	(648,434)
Customer facility charges	278,624	741,144	724,212
Grant revenue	4,132,565	-	-
Capital contributions	5,573,707	6,004,320	10,154,051
Other	(549,146)	(4,076,504)	(1,595)
Total non-operating revenue (expense), net	$9,521,274	$3,324,677	$11,445,500

From 2019 to 2020, the most notable changes in non-operating revenues are in the passenger and customer facility charges which decreased significantly due to the decline in passenger traffic from the pandemic. Interest income decreased as the restricted bond funds were released from restriction.

The most notable change in non-operating revenue and expense from 2018 to 2019 was the change in the amount of capital contributions from the FAA. The capital contributions represent grant revenue towards the Authority's CIP program, primarily focused on the new replacement runway projects. Grant revenue will fluctuate year to year depending on the projects awarded and the amount of construction completed.

The other significant fluctuation from 2018 – 2020 is the impairment loss that was recognized related to the Authority's partially completed administration building. In 2019, costs incurred to date were recognized as an impairment lost and additional construction costs to complete the demolition of the building were incurred and recognized in 2020.

Summary of Net Position

The following is a summary of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position as of December 31, 2020, 2019 and 2018:

	2020	2019	2018
Current assets	$16,573,668	$10,642,105	$13,872,991
Restricted assets	1,996,733	8,287,328	11,890,978
Capital assets, net	74,254,237	72,192,203	69,407,202
Total assets	92,824,639	91,121,636	95,171,171
Deferred outflows of resources	490,761	719,284	413,509
Total assets and deferred outflows of resources	$93,315,400	$91,840,920	$95,584,680
Current liabilities	$1,748,424	$4,478,598	$8,467,783
Non-current liabilities	19,621,746	21,621,750	22,294,813
Total liabilities	21,370,169	26,100,348	30,762,596
Deferred inflows of resources	781,350	64,023	518,871
Net position			
Total net position	71,163,881	65,676,549	64,303,213
Total liabilities, deferred inflows of resources and net position	$93,315,400	$91,840,920	$95,584,680

Current Assets

The increase in current assets of approximately $5,932,000 from 2019 to 2020 was primarily due to the release of restricted cash from the revenue bond reserve fund and restricted Passenger Facility Charges (PFC) fund. The Authority pays for capital projects out of operating funds and then later transfers funds out of restricted accounts.

Current assets decreased by approximately $3,231,000 from 2018 to 2019. The decrease was primarily related to the decrease in grants receivable for AIP projects of $1,858,000 and a decrease in unrestricted cash of $1,352,000. The balance of grants receivable fluctuates based on the amount of work being completed and the timing of receiving reimbursements from the FAA. The decrease in cash from 2018 to 2019 is primarily related to the terminal improvement project that was paid with bond project funds and unrestricted cash.

Capital Assets

Capital assets increased by $2,062,000 from 2019 to 2020. The majority of the increase was related to construction in progress on FAA funded AIP projects. During 2020, the Authority invested $4,855,000 on enabling projects for the runway replacement program including new perimeter roads, fencing, navigational aid relocation, and drainage; and spent another $1,077,000 to engineer and plan 2021 construction projects to rehabilitate and replace existing pavement on the airfield. In the terminal, the Authority completed a flooring replacement project totaling approximately $887,000. Depreciation expense in 2020 was higher than prior years due to the completion of the terminal remodel that was completed in 2019.

In 2019, the Authority completed a $5,775,000 terminal improvement project, completed work on five multi-year AIP projects on the airfield totaling $10,991,000, and started two more AIP projects that incurred approximately $3,963,000. As of December 31, 2019, the Authority recognized an impairment of $4,092,316 associated with an uncomplete construction project. Refer to Note 4 for a full summary of capital assets and additional information on asset impairments.

Current Liabilities

The decrease in current liabilities from 2019 to 2020 is almost entirely related to the decrease in accounts payable for capital assets on December 31. In 2019, the Authority received an AIP grant from the FAA for construction of a new perimeter road, airport operations area fencing, and drainage, and the contractor was able to begin work on the project in the fall and had a winter shutdown in December, resulting in a large outstanding payable balance at year end. In 2020, the FAA AIP grant awards came in late in the construction season and the Authority and the contractor agreed to wait to start work until Spring of 2021. Due to the timing of the grant awards, there was very little contractor activity completed at year end, resulting in a smaller outstanding payable balance.

The change in current liabilities is directly related to the change in capital payables. Accounts payable decreased $3,835,000 from 2018 to 2019 due to a slower winter construction season. Current liabilities increased from 2017 to 2018 related to capital assets payable related to projects totaling $5,600,000.

Long-Term Debt

Capital acquisitions are funded using a variety of financing mechanisms, including federal and state grants, passenger facility charges, public debt issues, and airport operating revenues. During 2016 the Authority refunded the 2007 Revenue Bonds with the 2016 Revenue Bonds resulting in a $9,000,000 project fund. As of December 31, the balance due on the 2016 Bonds was $16,935,000 (2020) and $17,650,000 (2019). In addition, the Authority had approximately $230,000 outstanding on a note payable to the Colorado State Infrastructure Bank to finance construction of a rental car parking lot and rental car service area as of December 31, 2018. The note was fully repaid in 2019.

Deferred Outflows and Deferred Inflows of Resources

Changes in deferred outflows and deferred inflows are related to the changes in the Authority's proportionate share of the pension and OPEB liability for the cost-sharing plan that the Authority participates in. See Note 9 and Note 10 for additional information on the calculation of these amounts.

Budgetary Highlights

The Authority establishes its annual operating budget using the modified cash basis which is different that the basis of accounting used to present the Authority's financial statements. Cash outflows for debt principal payments and capital asset purchases that are recorded as changes in the statement of net position are included in the operating budget for the Authority, and no amount is budgeted for non-cash adjustments to the pension and OPEB liability that are recognized in personnel costs, depreciation, and amortization of the bond premium.

	2020 Actual	2020 Budget	Budget to Actual Variance
Operating Revenues			
Aeronautical revenue	$2,602,576	$2,880,000	$(277,424)
Non-aeronautical revenue	2,621,068	4,053,000	(1,431,932)
Total Operating Revenue	5,223,644	6,933,000	(1,709,356)
Operating Expenses Excluding Depreciation	4,216,678	5,369,000	(1,152,322)
Net Operating Revenues Over (Under) Operating Expense	$1,006,966	$1,564,000	$(557,034)

The 46% decline in total passengers resulted in a variance of approximately $1,432,000 in budgeted non-aeronautical revenue, primarily from declines in food and beverage sales, rental car revenues, parking, and ground transportation.

Cost cutting efforts implemented by the Authority at the on-set of the pandemic also resulted in a favorable budget variance of $1,152,000 in operating expenses. The Authority implemented multiple strategies to minimize operating costs, but the most significant savings was in personnel compensation and benefit costs which were approximately $418,000 below budget.

	2019 Actual	2019 Budget	Budget to Actual Variance
Operating Revenues			
Aeronautical revenue	$2,861,944	$2,615,000	$246,944
Non-aeronautical revenue	4,001,969	3,463,400	538,569
Total Operating Revenue	6,863,913	6,078,400	785,513
Operating Expenses Excluding Depreciation	4,356,220	4,725,850	(369,630)
Net Operating Revenues Over (Under) Operating Expense	$2,507,693	$1,352,550	$1,155,143

As a result of the increase in passenger traffic in 2019, operating revenues exceeded budget by $785,500 or 13%. Passenger airline revenue accounted for $121,000 of the budget variance, non-passenger airline revenue was $126,000 ahead of budget, and non-aeronautical revenue was $538,500 above budgeted expectations led by parking revenue and rental car revenue.

Operating expenses were below budget in 2019, with the majority of the budget variance being related to personnel compensation and benefits.

	2018 Actual	2018 Budget	Budget to Actual Variance
Operating Revenues			
Aeronautical revenue	$2,779,567	$2,645,400	$134,167
Non-aeronautical revenue	3,727,079	3,626,000	101,079
Total Operating Revenue	6,506,646	6,271,400	235,246
Operating Expenses Excluding Depreciation	4,577,923	4,734,155	(156,232)
Net Operating Revenues Over (Under) Operating Expense	$1,928,723	$1,537,245	$391,478

Operating revenue from both aeronautical and non-aeronautical sources exceeded budget in 2018. Aeronautical revenue exceeded budget primarily due to the increased activity in Cargo and the firefighting operations described above. Non-aeronautical revenue performance was led by rental car revenues and restaurant and retail sales.

Operating expenses were below budget in a number of categories in 2018, but the primary areas that were below budget were contract services and other expenses including marketing and air service development.

Subsequent Events Impacting Current Operations

Subsequent to the year ended December 31, 2020, Authority was awarded grants from the Coronavirus Response and Relief Supplemental Appropriations Act and the American Rescue Plan as part of the ongoing efforts to help the nation recover from the COVID-19 pandemic. Funds from these grants are available to help support the operating expenses of the Authority to help supplement lost revenues from the pandemic for up to four years after acceptance.

Additionally, two new airlines, Avelo and Frontier, announced service from GJT in 2021.

Request for Information

The Authority's financial statements are designed to present interested parties (customers, tenants, creditors, and the community) with a general overview of the Authority's finances and to demonstrate the accountability to all interested parties. If you have any questions concerning this report or need additional financial information, please contact the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Ste 301, Grand Junction, Colorado 81506 or at 970-244-9100.

Statement of Net Position

December 31, 2020 and 2019

	2020	2019
Assets		
Current assets:		
Cash and cash equivalents (Note 3)	$ 10,041,100	$ 4,082,138
Receivables:		
Accounts receivable - Net	824,505	711,617
Grants	5,633,949	5,762,033
Prepaid expenses and other assets	74,114	86,317
Total current assets	16,573,668	10,642,105
Noncurrent assets:		
Restricted assets - Cash and cash equivalents (Note 3)	1,996,733	8,287,328
Capital assets: (Note 4)		
Assets not subject to depreciation	15,753,237	9,764,781
Assets subject to depreciation - Net	58,501,000	62,427,422
Total noncurrent assets	76,250,970	80,479,531
Total assets	92,824,638	91,121,636
Deferred Outflows of Resources		
Deferred pension costs (Note 9)	452,508	694,046
Deferred OPEB costs (Note 10)	38,253	25,238
Total deferred outflows of resources	490,761	719,284
Liabilities		
Current liabilities:		
Accounts payable	176,825	192,984
Accounts payable - Capital assets	152,401	2,773,147
Accrued expenses (Note 5)	281,212	346,261
Lease deposits	158,288	164,409
Current portion of revenue received in advance	42,429	83,419
Current portion of revenue bonds payable (Note 6)	925,835	906,791
Current portion of capital leases (Note 6)	11,434	11,587
Total current liabilities	1,748,424	4,478,598
Noncurrent liabilities:		
Revenue received in advance - Net of current portion	394,800	419,867
Revenue bonds payable - Net of current portion (Note 6)	17,241,344	18,167,178
Net pension liability (Note 9)	1,767,875	2,778,666
Net OPEB liability (Note 10)	208,079	233,195
Capital leases - Net of current portion (Note 6)	9,648	22,844
Total noncurrent liabilities	19,621,746	21,621,750
Deferred Inflows of Resources		
Deferred pension cost reductions (Note 9)	737,335	56,766
Deferred OPEB cost reductions (Note 10)	44,015	7,257
Total deferred inflows of resources	781,350	64,023
Net Position		
Net investment in capital assets	56,065,976	53,083,803
Restricted for debt service and capital assets	1,996,733	8,287,328
Unrestricted	13,101,170	4,305,418
Total net position	**$ 71,163,879**	**$ 65,676,549**

Grand Junction Regional Airport Authority

Statement of Revenue, Expenses, and Changes in Net Position

Years Ended December 31, 2020 and 2019

	2020	2019
Operating Revenue		
Aeronautical revenue:		
Passenger airlines revenue:		
Passenger airlines landing fees	$ 466,624	$ 632,143
Terminal rent	1,240,942	1,183,776
Other aeronautical revenue	23,035	128,216
Total passenger airlines revenue	1,730,601	1,944,135
Nonpassenger airline revenue:		
Landing fees from cargo	224,966	102,453
Cargo and hangar rentals	54,504	53,466
Aviation fuel tax	162,808	210,628
Fuel flowage fees	423,427	541,482
Other nonpassenger airline revenue	6,270	9,780
Total nonpassenger airline revenue	871,975	917,809
Total aeronautical revenue	2,602,576	2,861,944
Nonaeronautical revenue:		
Land and building leases	607,304	601,551
Terminal - Food and beverage	74,555	137,189
Terminal - Retail	17,351	33,402
Terminal - Other	182,884	180,686
Rental cars	898,476	1,306,055
Parking and ground transportation	790,594	1,663,556
Other nonaeronautical revenue	49,904	79,530
Total nonaeronautical revenue	2,621,068	4,001,969
Total operating revenue	5,223,644	6,863,913
Operating Expenses		
Personnel compensation and benefits	2,277,753	1,894,114
Communications and utilities	308,589	308,906
Supplies and materials	426,305	574,646
Contract services	580,375	601,889
Repairs and maintenance	326,306	584,486
Insurance	122,503	108,989
Depreciation	5,040,910	4,459,034
Other	174,847	283,190
Total operating expenses	9,257,588	8,815,254
Operating Loss	(4,033,944)	(1,951,341)
Nonoperating Revenue (Expense)		
Passenger facility charges	614,796	1,050,179
Interest income	67,958	225,138
Customer facility charges	278,624	741,144
Grant revenue	4,132,565	-
Interest expense	(597,230)	(619,600)
Gain on sale of assets	14,015	15,812
Total nonoperating revenue	4,510,728	1,412,673
Income (Loss) - Before capital contributions	476,784	(538,668)
Capital Contributions	5,573,707	6,004,320
Special Item - Asset impairment (Note 4)	(563,161)	(4,092,316)
Change in Net Position	5,487,330	1,373,336
Net Position - Beginning of year	65,676,549	64,303,213
Net Position - End of year	**$ 71,163,879**	**$ 65,676,549**

See notes to financial statements.

Statement of Cash Flows

Years Ended December 31, 2020 and 2019

	2020	2019
Cash Flows from Operating Activities		
Cash received from customers and users	$ 5,059,750	$ 6,905,538
Cash paid to vendors for goods and services	(1,935,287)	(2,517,685)
Cash paid to and for employees	(2,438,577)	(2,367,062)
Net cash and cash equivalents provided by operating activities	685,886	2,020,791
Cash Flows Provided by Noncapital Financing Activities - Operating grants - Operating grants and subsidies	16,567	-
Cash Flows from Capital and Related Financing Activities		
Grants received	9,796,620	7,861,823
Customer facility charges received	278,624	741,144
Passenger facility charges received	614,796	1,050,179
Interest paid	(790,898)	(809,175)
Acquisition and construction of capital assets	(10,272,837)	(15,120,789)
Principal payments on notes and bonds	(728,349)	(924,600)
Net cash and cash equivalents used in capital and related financing activities	(1,102,044)	(7,201,418)
Cash Flows Provided by Investing Activities - Interest received on cash equivalents	67,958	225,138
Net Decrease in Cash and Cash Equivalents	(331,633)	(4,955,489)
Cash and Cash Equivalents - Beginning of year	12,369,466	17,324,955
Cash and Cash Equivalents - End of year	**$ 12,037,833**	**$ 12,369,466**
Classification of Cash and Cash Equivalents		
Operating cash	$ 10,041,100	$ 4,082,138
Restricted cash and cash equivalents	1,996,733	8,287,328
Total cash and cash equivalents	**$ 12,037,833**	**$ 12,369,466**

See notes to financial statements.

Years Ended December 31, 2020 and 2019

	2020	2019
Reconciliation of Operating Loss to Net Cash and Cash Equivalents from Operating Activities		
Operating loss	$ (4,033,944)	$ (1,951,341)
Adjustments to reconcile operating loss to net cash and cash equivalents from operating activities:		
Depreciation expense	5,040,910	4,459,034
Changes in assets and liabilities:		
Receivables	(91,720)	12,771
Prepaid expenses	12,205	8,773
Accounts payable	(16,159)	(58,894)
Accrued liabilities	(63,171)	41,908
Net pension and net OPEB liability and related deferred inflows and outflows of resources	(90,058)	(524,746)
Revenue received in advance	(66,056)	33,286
Lease deposits	(6,121)	-
Total adjustments	4,719,830	3,972,132
Net cash and cash equivalents provided by operating activities	**$ 685,886**	**$ 2,020,791**

Note 1 - Nature of Business

Grand Junction Regional Airport Authority (the "Authority") was established in 1971 under the provisions of the Public Airport Authority Act of 1965 when all assets of the city/county-owned airport were transferred to the Authority. The Authority's Board of Commissioners (the "Board") is composed of seven appointed members: three from Mesa County, Colorado; three from the City of Grand Junction, Colorado; and one at-large selection. The term of each director of the Board is four years; no member may serve more than two consecutive four-year terms.

As noted above, neither the City of Grand Junction, Colorado nor Mesa County, Colorado appoint a voting majority of the Board; however, both have signed a supplemental co-sponsorship agreement between the Authority and the Federal Aviation Administration (FAA). The co-sponsorship mandates that the City of Grand Junction, Colorado and Mesa County, Colorado would be liable for the financial commitments of the sponsor under the grant agreements should the Authority not be able to satisfy the financial commitments out of the revenue generated by the operation of the airport.

The reporting entity of the Authority includes those activities and functions over which the Authority is considered to be financially accountable. The Authority's financial statements include the accounts and operations of all of the Authority's functions. The Authority is the primary government and does not include any component units using the criteria set forth in accounting principles generally accepted in the United States of America.

The Authority is a special purpose government engaged only in business-type activities. For this type of government, only enterprise financial statements are presented.

Note 2 - Significant Accounting Policies

Accounting and Reporting Principles

The accompanying financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) prescribed in pronouncements of the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies used by the Authority:

Basis of Accounting

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recognized when earned, and expenses are recognized when incurred. Depreciation is computed and recorded as an operating expense. Expenditures for property and equipment are shown as increases in assets. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first.

The operations of the Authority are accounted for on a fund basis in a single enterprise fund. Enterprise funds may be used to account for operations (a) that are financed and operated in a manner similar to business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or changes in net position is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Significant Accounting Policies (Continued)

Specific Balances and Transactions

Cash and Cash Equivalents

The Authority considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents.

Receivables

Accounts receivable are stated at invoiced amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. In addition, a general valuation allowance is established for other accounts receivable based on historical loss experience. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. As of December 31, 2020 and 2019, the allowance for doubtful accounts was $24,000.

Grants receivable primarily represent reimbursements due from the federal government for allowable costs incurred on federal award programs.

Restricted Assets

The following amounts are reported as restricted assets:

- *Passenger Facility Charges* - The Authority received approval from the FAA to impose and use a PFC of $4.50 per eligible enplaned passenger. The PFCs are restricted for use in the construction of certain airport improvements and related construction debt, as approved by the FAA. During 2007, the Authority was approved to collect PFCs to help fund airport improvement projects and was approved to collect approximately $15,857,760 in connection with these projects. In 2018, the Authority was approved to collect an additional $11,530,025 of PFCs for improvement projects being completed in 2018 and 2019. As of December 31, 2020 and 2019, the Authority had collected $12,795,423 and $12,334,432, respectively, of the approved charges, and, based on the project costs in the approved PFC applications and the estimated future PFC collection rate determined by the FAA, the Authority is approved to collect PFCs through 2036. The PFC receipts are recognized and recorded as nonoperating revenue in the year collected. PFCs are paid by the carriers, with unexpended amounts reflected as a restriction of net position.

- *Revenue Bond Reserve Fund* - The debt service account is used to segregate resources authorized for use on capital projects with the 2016 bond refinancing. The bond reserve account is drawn down to reimbursement funds spent by the Authority on capital projects. Unexpended amounts are reflected as a restriction of net position.

- *Rental Car Improvements* - In 2008, the Authority began assessing a daily use fee, or customer facility charge (CFC), on airport rental cars. In 2020 and 2019, the CFC charge for on-airport rental cars was $4 per day. These funds are being used to make payments on debt and fund capital projects in airport rental car service areas. Unexpended amounts are reflected as a restriction of net position.

Capital Assets

Capital assets are defined by the Authority as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, ranging from 5 to 50 years. Depreciation of construction in progress assets begins when an asset is placed in service.

Note 2 - Significant Accounting Policies (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense) until then.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time.

The Authority reports deferred outflows and inflows of resources related to the pension and OPEB plans as described in Notes 9 and 10.

Net Position

Net position of the Authority is classified in three components. Net investment in capital assets consists of capital assets net of accumulated depreciation and is reduced by the current balances of any outstanding borrowings used to finance the purchase or construction of those assets. The restricted component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Unrestricted net position is the remaining net position that does not meet the definition of invested in capital or restricted.

Operating Revenue and Expenses

The statement of revenue, expenses, and changes in net position distinguishes operating revenue and expenses from nonoperating activity and capital contributions. Operating revenue and expenses generally result from providing services in connection with the Authority's principal ongoing operations. The principal operating revenue is charges to airline tenants for facility rentals and landing fees and revenue from passenger services, such as parking and rental cars. Operating expenses include the cost of providing services, administrative costs, repairs and maintenance of the facilities, and depreciation on capital assets.

Nonoperating Revenue and Expenses

All revenue and expenses not meeting the above definition of operating revenue and expenses are reported as nonoperating revenue and expenses or capital contributions. Such items include passenger facility charges, car rental customer facility charges, interest income and expense, and grants.

Grants and Contributions

Outlays for airport capital improvements are subject to reimbursement from federal grant programs through the Airport Improvement Program (AIP) of the FAA. Funds are also received for airport development from the State of Colorado. Funding provided from government grants is considered earned as the related approved capital outlays are incurred. Costs claimed for reimbursement are subject to audit and acceptance by the granting agency.

Note 2 - Significant Accounting Policies (Continued)

Pension

The Authority participates in the Local Government Division Trust Fund (LGDTF), a cost-sharing multiple-employer defined benefit pension fund administered by the Public Employees' Retirement Association of Colorado (PERA). The LGDTF provides retirement and disability, postretirement annual increases, and death benefits for members or their beneficiaries. The net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense have been determined using the economic resources measurement focus and the accrual basis of accounting in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*; GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68*; and GASB Statement No. 82, *Pension Issues - an amendment of GASB Statement No. 67, No. 68, and No. 73*. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Other Postemployment Benefit Costs

In addition to the LGDTF described above, the Authority also participates in the Health Care Trust Fund (HCTF), a cost-sharing multiple-employer defined benefit fund administered by PERA that is considered an other postemployment benefit (OPEB). The HCTF provides a health care premium subsidy to eligible participating PERA benefit recipients and retirees who choose to enroll in one of the PERA health care plans. The net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense have been determined using the economic resources measurement focus and the accrual basis of accounting in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. For this purpose, benefits paid on behalf of health care participants are recognized when due and/or payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences (Vacation and Sick Leave)

In accordance with the vesting method provided under GASB Statement No. 16, *Accounting for Compensated Absences*, accumulated vacation and personal time is accrued based on assumptions concerning the probability that certain employees will become eligible to receive these benefits in the future.

Budgeting Requirements

The Authority's budgeting process is a financial planning tool used to establish the estimated revenue and expenditures for the airport. The budget is prepared by the Authority and approved by the Board in accordance with the State of Colorado's Financial Management Manual and in accordance with Colorado Revised Statutes. The initial budget is submitted to the Board by October 15, and the Authority adopts an appropriation resolution for the next fiscal year by December 31. The Board may amend the appropriation resolution at any time during the year if warranted by circumstances.

The Authority appropriates, and may not exceed appropriations, at a total fund level. Appropriations for the years ended December 31, 2020 and 2019 were $25,687,000 and $31,033,950, respectively.

The budget basis of accounting differs from the generally accepted accounting principles basis in that debt proceeds are included as revenue, outlays for acquisition of capital assets and debt principal payments are included as expenditures, and depreciation is not included in expenditures.

Note 2 - Significant Accounting Policies (Continued)

Long-lived Assets

The Authority reviews the recoverability of long-lived assets, including buildings and equipment, when events or changes in circumstances occur that indicate the carrying value of the asset may not be recoverable. The assessment of possible impairment is based on the ability to recover the carrying value of the asset from the expected future pretax cash flows (undiscounted and without interest charges) of the related operations. If these cash flows are less than the carrying value of such asset, an impairment loss is recognized for the difference between estimated fair value and carrying value. The measurement of impairment requires management to make estimates of these cash flows related to long-lived assets, as well as other fair value determinations.

As of December 31, 2019, the Authority had identified an impaired asset that was considered idle due to construction stoppage. In 2014, the Authority stopped construction on an administration building that was to be part of the long-term terminal expansion. After reviewing cost estimates to complete the building and considering possible public-private partnerships to fund and complete construction, the Authority made a decision in 2019 to demolish the partially completed structure; therefore, the impairment was considered permanent. As of December 31, 2019, the building was written off and is not included in capital assets not subject to depreciation in the statement of net position, and an impairment loss was recognized in the statement of revenue, expenses, and changes in net position as a special item.

Revenue Received in Advance

During March 2017, the Authority granted a lease to the Bureau of Land Management (BLM) for use of airport land for a term of 20 years. The BLM prepaid the entire lease in the amount of $500,000. The prepayment is reflected as revenue received in advance and is being amortized over the life of the lease in the amount of $25,000 per year. As of December 31, 2020 and 2019, the unamortized balance was $419,867 and $444,933, respectively.

Terminal space rentals and land and building lease payments collected in advance are recorded as a liability and recognized into revenue in the applicable period.

Risk Management

The Authority is exposed to various risks of loss related to torts; errors and omissions; violations of civil rights; theft of, damage to, and destruction of assets; and natural disasters. These risks are covered by commercial insurance. There has been no significant reduction in insurance coverage, and settlement amounts have not materially exceeded coverage for the current or prior three years.

Adoption of New Accounting Pronouncements

As of January 1, 2019, the Authority adopted GASB Statement No. 84, *Fiduciary Activities*, which establishes criteria for identifying and reporting fiduciary activities. As a result of implementing this standard, there were no changes in reported business fund activities that would now be reported as fiduciary activities.

As of January 1, 2019, the Authority adopted GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements.* This statement establishes criteria to improve the information that is disclosed in the notes to the government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. See Note 6 for related disclosures.

Note 2 - Significant Accounting Policies (Continued)

Upcoming Accounting Pronouncements

In June 2017, the GASB issued Statement No. 87, *Leases*, which improves accounting and financial reporting for leases by governments. This statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Authority is currently evaluating the impact this standard will have on the financial statements when adopted. The provisions of this statement are effective for the Authority's financial statements for the year ending December 31, 2022.

In May 2019, the GASB issued Statement No. 91, *Conduit Debt Obligations*, which clarifies the existing definition of conduit debt, provides a single method of reporting conduit debt obligations by issuers, and eliminates diversity in practice associated with commitments extended by issuers, arrangements associated with conduit debt obligations, and related note disclosures. As a result, issuers should not recognize a liability for items meeting the definition of conduit debt; however, a liability should be recorded for additional or voluntary commitments to support debt service if certain recognition criteria are met. The standard also addresses the treatment of arrangements where capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by a third-party obligor. The requirements of the standard will be applied retrospectively and are effective for the Authority's financial statements for the December 31, 2022 fiscal year.

In January 2020, the GASB issued Statement No. 92, *Omnibus 2020*. This statement addresses eight unrelated practice issues and technical inconsistencies in authoritative literature. The standard addresses leases, intraentity transfers of assets, postemployment benefits, government acquisitions, risk financing and insurance-related activities of public entity risk pools, fair value measurements, and derivative instruments. The standard has various effective dates. The Authority does not believe this pronouncement will have a significant impact on its financial statements but is still making a full evaluation.

In March 2020, the GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. With the London Interbank Offered Rate (LIBOR) expecting to cease existence in its current form at the end of 2021, this statement addresses accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR) in hedging derivative instruments and leases. The removal of LIBOR as an appropriate benchmark interest rate for a hedging derivative instrument is effective for the Authority's financial statements for the December 31, 2022 fiscal year. All other requirements of the statement are effective for the Authority's financial statements for the December 31, 2021 fiscal year. Lease modification requirements are effective one year later.

In March 2020, the GASB issued Statement No. 94*, Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, to bring a uniform guidance on how to report public-private and public-public partnership arrangements. As a result, transferors in public-private or public-public arrangements will recognize receivables for installment payments, deferred inflows of resources, and, when applicable, capital assets. Operators will recognize liabilities for installment payments and intangible right-to-use assets and, when applicable, deferred outflows of resources and liabilities for assets being transferred. This statement also provides guidance for accounting and financial reporting for availability payment arrangements, in which a government compensates an operator for services such as designing, constructing, financing, maintaining, or operating an underlying asset for a period of time in an exchange or exchange-like transaction. The provisions of this statement are effective for the Authority’s financial statements for the year ending December 31, 2023.

Note 2 - Significant Accounting Policies (Continued)

In May 2020, the Governmental Accounting Standards Board issued Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITAs)*, which defines SBITAs and provides accounting and financial reporting for SBITAs by governments. This statement requires a government to recognize a subscription liability and an intangible right-to-use subscription asset for SBITAs. The Authority is currently evaluating the impact this standard will have on the financial statements when adopted. The provisions of this statement are effective for the Authority's financial statements for the year ending December 31, 2023.

In June 2020, the Governmental Accounting Standards Board issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans.* While this standard had certain aspects impacting defined contribution pension and OPEB plans and other employee benefit plans that were effective immediately, it also clarifies when a 457 should be considered a pension plan or an other employee benefit plan to assist in the application of GASB Statement No. 84 to these types of plans. The Authority is currently evaluating the impact this standard will have on the financial statements when adopted. The provisions of this statement related to 457 plans are effective for the Authority's financial statements for the year ending December 31, 2022.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including July 23, 2021, which is the date the financial statements were available to be issued.

Note 3 - Cash and Cash Equivalents

Deposits and investments are reported in the financial statements as follows:

	2020	2019
Unrestricted cash and cash equivalents	$ 10,041,100	$ 4,082,138
Restricted cash - Passenger facility charges	-	2,172,391
Restricted cash - Rental car improvements	1,581,230	1,219,769
Restricted cash equivalents - Revenue bond reserve fund	415,503	4,895,168
Total deposits and investments	$ 12,037,833	$ 12,369,466

The Authority's cash is subject to several types of risk, which are examined in more detail below:

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure, the Authority's deposits may not be returned to it. The Authority does not have a deposit policy for custodial credit risk; however, the Authority’s deposits are not deemed to be subject to custodial credit risk, as they are covered by federal depository insurance or are collateralized under the Public Deposit Protection Act (PDPA). At December 31, 2020 and 2019, the Authority had $11,157,038 and $6,835,191, respectively, of bank deposits that were in excess of Federal Deposit Insurance Corporation (FDIC) limits and are covered by PDPA collateral requirements at the financial institution.

Interest Rate Risk

Interest rate risk is the risk that the value of investments will decrease as a result of a rise in interest rates.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The Authority places no limit on the amount the Authority may invest in any one issuer. The Authority does not have any investments subject to concentration of credit risk.

Note 3 - Cash and Cash Equivalents (Continued)

Investments

The Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. Colorado statutes limit authorized investments to investments having maturities of five years or less, unless the entity's governing body specifically authorizes longer maturities. Currently, the Authority has no investments.

Fair Value Measurements

Fair value measurements are categorized within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs and Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Authority's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

The Authority did not have any investments valued with Level 1, 2, or 3 inputs at December 31, 2020 and 2019.

Note 4 - Capital Assets

Capital asset activity of the Authority as of December 31, 2020 is as follows:

	Balance January 1, 2020	Additions	Disposals and Adjustments	Balance December 31, 2020
Capital assets not being depreciated:				
Land	$ 2,416,058	$ -	$ -	$ 2,416,058
Construction in progress	7,348,723	6,885,138	(896,682)	13,337,179
Subtotal	9,764,781	6,885,138	(896,682)	15,753,237
Capital assets being depreciated:				
Buildings and improvements	24,588,665	896,682	-	25,485,347
Land improvements	99,735,642	7,309	-	99,742,951
Equipment	5,743,753	196,321	(33,755)	5,906,319
Subtotal	130,068,060	1,100,312	(33,755)	131,134,617
Accumulated depreciation:				
Buildings and improvements	12,109,746	989,998	-	13,099,744
Land improvements	51,537,718	3,726,003	-	55,263,721
Equipment	3,993,174	308,679	(31,701)	4,270,152
Subtotal	67,640,638	5,024,680	(31,701)	72,633,617
Net capital assets being depreciated	62,427,422	(3,924,368)	(2,054)	58,501,000
Net business-type activities capital assets	$ 72,192,203	$ 2,960,770	$ (898,736)	$ 74,254,237

Note 4 - Capital Assets (Continued)

Capital asset activity of the Authority as of December 31, 2019 is as follows:

	Balance January 1, 2019	Additions	Disposals and Adjustments	Balance December 31, 2019
Capital assets not being depreciated:				
Land	$ 2,416,058	$ -	$ -	$ 2,416,058
Construction in progress	17,127,388	11,144,207	(20,922,872)	7,348,723
Subtotal	19,543,446	11,144,207	(20,922,872)	9,764,781
Capital assets being depreciated:				
Buildings and improvements	19,239,838	5,472,569	(123,741)	24,588,666
Land improvements	89,234,657	11,015,716	(514,731)	99,735,642
Equipment	5,377,983	543,590	(177,821)	5,743,752
Subtotal	113,852,478	17,031,875	(816,293)	130,068,060
Accumulated depreciation:				
Buildings and improvements	11,428,446	802,828	(121,529)	12,109,745
Land improvements	48,672,665	3,372,853	(507,800)	51,537,718
Equipment	3,887,611	283,353	(177,789)	3,993,175
Subtotal	63,988,722	4,459,034	(807,118)	67,640,638
Net capital assets being depreciated	49,863,756	12,572,841	(9,175)	62,427,422
Net business-type activities capital assets	$ 69,407,202	$ 23,717,048	$ (20,932,047)	$ 72,192,203

Construction in progress activity of the Authority as of December 31, 2020 is as follows:

	Balance January 1, 2020	Additional Cost	Transfer to Capital Assets	Balance December 31, 2020
AIP58 - 27 1/4 road relocation	$ 2,612,990	$ 75,889	$ -	$ 2,688,879
AIP60 - RTR RA and Xcel	678,203	(103,449)	-	574,754
AIP62 - Relocate perimeter road	2,603,152	2,644,266	-	5,247,418
AIP63 - Phase 8	1,359,871	2,238,199	-	3,598,070
AIP65 - Run-up pad and apron design	-	553,295	-	553,295
AIP66 - Run-up pad and apron	63,191	428,568	-	491,759
Various improvement projects	31,316	1,048,370	(896,682)	183,004
Total	$ 7,348,723	$ 6,885,138	$ (896,682)	$ 13,337,179

Note 4 - Capital Assets (Continued)

Construction in progress activity of the Authority as of December 31, 2019 is as follows:

	Balance January 1, 2019	Additional Cost	Transfer to Capital Assets	Balance December 31, 2019
AIP55 - Runway phase 1	$ 2,757,247	$ -	$ (2,757,247)	$ -
AIP 56 - Runway phase 2	2,016,814	949	(2,017,763)	-
AIP57 - RTR Relocation	2,741,656	883,032	(3,624,688)	-
AIP58 - 27 1/4 road relocation	1,696,995	915,995	-	2,612,990
AIP59 - Taxiway alpha rehabilitation	1,493,992	138,808	(1,632,800)	-
AIP60 - RTR RA and Xcel	678,203	-	-	678,203
AIP61 - Runway phase 3	363,009	595,739	(958,748)	-
AIP62- Relocate perimeter road	-	2,603,152	-	2,603,152
AIP63-Phase 8	-	1,359,871	-	1,359,871
AIP66- Run-up pad and apron	-	63,191	-	63,191
*Administration/ARFF building	4,092,316	-	(4,092,316)	-
Terminal renovations	1,230,995	4,543,878	(5,774,873)	-
Various improvement projects	56,161	39,592	(64,437)	31,316
Total	$ 17,127,388	$ 11,144,207	$ (20,922,872)	$ 7,348,723

*The administration/ARFF building was not transferred to capital assets but was deemed impaired in 2019. See *Special Item - Asset Impairment* note below for additional information.

Special Item - Asset Impairment

As disclosed in Note 2, as of December 31, 2019, construction in progress included an uncompleted administration building with a cost basis of $4,092,316 that was considered idle and temporarily impaired. The impairment was no longer considered temporary, and the building was written off and is not included in capital assets as of December 31, 2019.

The Authority entered into contract on November 8, 2019 to demolish the uncompleted administration building. During the year ended December 31, 2020, the Authority completed the demolition of the building and incurred $563,161 of additional costs related to this asset. This amount is reflected as a Special Item - Asset Impairment in the statement of revenue, expenses, and changes in net position.

Note 5 - Accrued Expenses

Accrued expenses as of December 31, 2020 and 2019 consist of the following:

	2020	2019
Accrued vacation	$ 169,118	$ 154,884
Compensation and related	27,347	111,050
Interest	63,988	65,865
Other	20,759	14,462
Total	$ 281,212	$ 346,261

Note 6 - Long-term Debt

Long-term debt activity for the years ended December 31, 2020 and 2019 can be summarized as follows:

	2020				
	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Bonds and contracts payable - Direct borrowings and direct placements:					
Revenue bonds, Series 2016A and 2016B	$ 17,650,000	$ -	$ (715,000)	$ 16,935,000	$ 735,000
Bond premium	1,423,969	-	(191,790)	1,232,179	190,835
Capital lease	34,431	-	(13,349)	21,082	11,434
Total direct borrowings and direct placements principal outstanding	$ 19,108,400	$ -	$ (920,139)	$ 18,188,261	$ 937,269

	2019				
	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Bonds and contracts payable - Direct borrowings and direct placements:					
Revenue bonds, Series 2016A and 2016B	$ 18,345,000	$ -	$ (695,000)	$ 17,650,000	$ 715,000
Bond premium	1,615,687	-	(191,718)	1,423,969	191,791
Colorado State Infrastructure Bank note	229,673	-	(229,673)	-	-
Capital lease	-	44,200	(9,769)	34,431	11,587
Total direct borrowings and direct placements principal outstanding	$ 20,190,360	$ 44,200	$ (1,126,160)	$ 19,108,400	$ 918,378

Interest expense consists of the following for the years ended December 31:

	2020	2019
Revenue bonds, Series 2016A and 206B	$ 790,375	$ 808,245
Colorado State Infrastructure Bank note	-	2,004
Bond premium	(191,790)	(191,791)
Capital lease	812	1,142
Total	$ 599,397	$ 619,600

2016 Bonds

The Authority issued Airport Revenue Bonds, Series 2016A and 2016B, dated November 22, 2016, in the amount of $19,670,000, for the purpose of refunding the 2007 Series bonds. The bonds are secured by net operating revenue by the Authority. The bonds bear interest from 2.3 percent to 5.0 percent with interest payable semiannually on June 1 and December 1, with principal payable annually on December 1 and maturing on December 1, 2036. The bonds are subject to certain restrictive covenants.

Note 6 - Long-term Debt (Continued)

The debt service requirements to maturity, excluding any unamortized premium, are as follows:

Years Ending December 31	Principal	Interest	Total
2021	$ 735,000	$ 767,850	$ 1,502,850
2022	765,000	738,450	1,503,450
2023	795,000	707,850	1,502,850
2024	835,000	668,100	1,503,100
2025	880,000	626,350	1,506,350
2026-2030	5,085,000	2,428,250	7,513,250
2031-2035	6,385,000	1,138,000	7,523,000
Thereafter	1,455,000	50,925	1,505,925
Total	$ 16,935,000	$ 7,125,775	$ 24,060,775

Colorado State Infrastructure Bank Note

The Authority borrowed $4,000,000 from the Colorado State Infrastructure Bank on May 29, 2009 for the purpose of funding complete reconstruction of the rental car parking lot, including construction and installation of all supporting infrastructure and the design phase of the vehicle service area. The note was secured by an on-airport rental car facility fee. The note carried an interest rate of 3 percent and was paid in quarterly installments of principal and interest of $116,122 through June 2019. The note was paid in full as of December 31, 2019.

Capital Lease

The Authority entered into a vehicle lease agreement with GM Financial on May 17, 2019. The finance agreement is secured by a vehicle with a net book value of $40,730 as of December 31, 2020 and 2019 carries an interest rate of 2.5 percent and 7.7 percent, respectively. The lease payments are paid in annual installments of principal and interest of $11,965 through May 2022.

	Principal	Interest	Total
2021	$ 11,434	$ 531	$ 11,965
2022	9,648	244	9,892
Total	$ 21,082	$ 775	$ 21,857

Revenue Pledged

The Authority has pledged substantially all of the net operating revenue of the Authority, net of operating expenses (before depreciation), to repay the Series 2016A and 2016B bonds. A portion of the proceeds were used to refund the 2007 Series bonds used to finance the construction of Walker Field Drive improvements and new project funds of approximately $9,000,000 included in the issuance was used to help finance terminal improvements and runway replacement project costs. The bonds are payable solely from the net revenue of the Authority. The remaining principal and interest to be paid on the bonds is $24,060,775 and $25,566,150 as of December 31, 2020 and 2019, respectively. For the year ended December 31, 2020, net revenue of the Authority pledged for debt service was approximately $1,007,000 compared to the annual debt requirements of $1,505,375. For the year ended December 31, 2019, net revenue of the Authority pledged for debt service was approximately $2,508,000 compared to the annual debt requirements of $1,505,183.

Note 7 - Future Rental Revenue

The Authority leases a portion of its property under noncancelable operating lease agreements for airline operations, concessions, and other commercial and private purposes.

The following is a summary of approximate future minimum rental payments to be received under noncancelable operating leases:

Years Ending	Amount
2021	$ 1,619,958
2022	807,003
2023	539,985
2024	366,712
2025	163,536
Thereafter	1,096,548
Total	$ 4,593,742

Note 8 - Concession Agreements

In April 2011, the Authority renewed an agreement with Republic Parking Inc. (Republic), a privately held corporation, under which Republic will operate, maintain, and retain fees from the airport's terminal building public parking areas through March 2016. In January 2016, the agreement was extended for one additional five-year term, terminating on March 31, 2021 at the mutual agreement of the Authority and Republic. Republic is required to operate and maintain the public parking areas in accordance with the Parking Lot Operating Agreement (the "Agreement"); the Agreement also regulates the parking rates and fees that may be charged. In consideration of its operating rights hereunder, Republic shall pay the Authority the greater of (a) the applicable percentage of annual gross revenue or (b) the minimum annual guarantees for each year the Agreement is in effect as amended. The term "applicable percentage of annual gross revenue" means 80.45 percent of gross revenue from $0 up to and including $500,000 plus 91.50 percent of gross revenue in excess of $500,000. The term "minimum annual guarantees" means for each year the Agreement is in effect, as amended, and the guarantees shall be $350,000 each year.

In May 2015, the Authority renewed agreements with various rental car companies, under which the rental car companies are granted the right to operate and retain fees from a nonexclusive rental car concession from the Authority, lease motor vehicles from the rental car office and ticket counter area located in the airport terminal building assigned to the respective companies, and to park and store motor vehicles owned or leased by it in the parking lot spaces assigned to the respective companies through April 2022. The rental car companies are required to operate and maintain the rental car areas in accordance with the Airport Facilities Lease and Rental Car Concession Agreement. In consideration of its operating rights hereunder, the rental car companies shall pay the Authority the guaranteed minimum concession fee set forth for each period of the concession term set forth on the bid proposal or 10 percent of their gross revenue for each such period of the concession term, whichever amount is greater. For each of the subsequent years of the concession term, the annual guaranteed minimum concession shall be the year-one MAG or 85 percent of 10 percent of their previous contract year's annual gross revenue, whichever is greater.

In May 2016, the Authority entered into a service agreement with a concession company. Under the agreement, the company is granted the right to operate a restaurant and retail space in the airport through April 30, 2023. In consideration of its operating rights, the company shall pay the Authority the guaranteed minimum annual fee of $60,000, prorated monthly, or a graduated percentage of gross revenue for each such period of the concession term, whichever is the greater amount.

Note 8 - Concession Agreements (Continued)

In 2020, the minimum concession fees for rental car and restaurant concessionaires were contractually suspended due to the decrease in passenger traffic. According to the rental car contracts and concessionaire contract for restaurants, minimum concession fees were $888,000 and $60,000, respectively. The minimum annual guarantee for Republic parking in 2020 remained at $350,000. In 2019, the minimum concession fees were approximately $1,298,000, which includes minimum concession fees from rental car companies, Republic, and a concession company of approximately $888,000, $350,000, and $60,000, respectively.

According to the rental car contracts and the concessionaire contract for restaurant and retail services, the minimum annual guarantee will be temporarily suspended if the number of revenue passengers for a period of two consecutive calendar months is less than 75 percent of the average number of passengers in the same two calendar months of the preceding calendar year. As a result of COVID-19, which has significantly reduced passenger traffic in 2020, the minimum annual guarantee was temporarily suspended in 2020.

Note 9 - Pension Plans

Plan Description

The Authority participates in the LGDTF, a cost-sharing multiple-employer defined benefit pension fund administered by PERA. Plan benefits are specified in Title 24 of the Colorado Revised Statutes (CRS) and applicable provisions of the federal Internal Revenue Code. Colorado state law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available Comprehensive Annual Financial Report that includes financial statements and required supplemental information for the LGDTF that can be obtained at www.copera.org/investments/pera-financial-reports. The report can also be obtained by writing to Colorado PERA, 1301 Pennsylvania Street, Denver, CO 80203 or by calling PERA at 1-800-759-PERA (7372) or 303-832-9550.

The LGDTF provides retirement, disability, and survivor benefits for members or their beneficiaries. Retirement benefits are based upon a number of factors, including retirement age, years of credited service, and highest average salary. Retirement eligibility is specified in tables set forth in the Colorado Revised Statutes. The lifetime retirement benefit for all eligible retiring employees under the PERA benefit structure is generally the greater of the following:

- Highest average salary multiplied by 2.5 percent and then multiplied by the credited years of service
- The value of the retiring employee's member contribution account plus a 100 percent match on eligible amounts as of the retirement date. This amount is then annuitized into a monthly benefit based on life expectancy and other actuarial factors.

In all cases, the service retirement benefit is limited to 100 percent of highest average salary and also cannot exceed the maximum benefit allowed by federal Internal Revenue Code. Members may elect to withdraw their member contribution accounts upon termination of employment with all PERA employers, waiving rights to any lifetime retirement benefits earned. If eligible, the member may receive a match of either 50 percent or 100 percent on eligible amounts depending on when contributions were remitted to PERA, the date employment was terminated, whether five years of service credit has been obtained, and the benefit structure under which contributions were made.

Disability benefits are available for eligible employees once they reach 5 years of earned service credit and meet the definition of a disability. These benefits are divided into a two-tier disability program consisting of a short-term disability program and a disability retirement benefit. At benefit commencement, the member can choose from different payment options, some of which can continue after the retiree's death to a named beneficiary, and for which the benefit amount is appropriately adjusted. Generally, the disability benefit amount is based on the retirement benefit formula shown above considering a minimum 20 years of service credit, if deemed disabled.

Note 9 - Pension Plans (Continued)

Survivor benefits are determined by several factors, which include the amount of earned service credit, highest average salary of the deceased, the benefit structure under which service credit was obtained, and the qualified survivor who will receive the benefits.

Funding Policy

Eligible employees and the Authority are required to contribute to the LGDTF at a rate set by Colorado statute. The contribution requirements of plan members and the Authority are established under Title 24, Article 51, Part 4 of the CRS, as amended. The contribution rate was 8.00 percent of covered salary through June 30, 2020, and 8.50 percent thereafter for eligible employees. The Authority's contribution requirements as a percentage of employee salaries for the years ended December 31, 2020 and 2019 are summarized in the table below:

	2020	2019
Employer contribution rate apportioned to the LGDTF	9.48 %	8.98 %
Amortization equalization disbursement (AED)	2.20	2.20
Supplemental amortization equalization disbursement (SAED)	1.50	1.50
Total employer contribution rate to the LGDTF	13.18 %	12.68 %

The Authority’s contributions are recognized by the LGDTF in the period in which the compensation becomes payable to the member and the Authority is statutorily committed to pay the contributions to the LGDTF. The Authority's contributions to LGDTF for the years ended December 31, 2020 and 2019 were $211,066 and $183,815, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2020 and 2019, the Authority reported a liability of $1,767,875 and $2,778,666, respectively, for its proportionate share of the net pension liability. The net pension liability as of December 31, 2020 and 2019 was measured as of December 31, 2019 and 2018, respectively, and the total pension liability used to calculate the net pension liability was determined as of December 31, 2019 and 2018, respectively, using standard roll-forward techniques in actuarial valuations as of December 31, 2018 and 2017. The Authority's proportion of the net pension liability for the years ended December 31, 2020 and 2019 was based on the Authority's contributions to the LGDTF for the calendar years 2019 and 2018, respectively, relative to the total contributions of participating employers to the LGDTF. At December 31, 2019, the Authority's proportion was 0.2417 percent, which was a increase of 0.0207 percent from its proportion measured as of December 31, 2018. At December 31, 2018, the Authority's proportion was 0.2210 percent, which is an decrease of 0.0076 percent from its proportion measured as of December 31, 2017. For the years ended December 31, 2020 and 2019, the Authority recognized pension recovery of $(88,685) and $(278,834), respectively.

Note 9 - Pension Plans (Continued)

The Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	2020		2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 115,687	$ -	$ 116,185	$ -
Net difference between projected and actual earnings on pension plan investments	-	723,262	361,862	-
Changes in proportionate share or difference between amount contributed and proportionate share of contributions	122,158	14,073	2,552	56,766
Employer contributions to the plan subsequent to the measurement date	214,663	-	213,447	-
Total	$ 452,508	$ 737,335	$ 694,046	$ 56,766

The Authority reports deferred outflows of resources related to pensions resulting from the Authority's contributions to the plan subsequent to the measurement date. Amounts reported as deferred outflows as of December 31, 2020 and 2019 were $214,663 and $213,447, respectively, which will be recognized as a reduction of the net pension liability in the years ending December 31, 2021 and 2020, respectively. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending December 31	Net Amortization
2021	$ (8,449)
2022	(69,478)
2023	(132,257)
2024	(144,652)
2025	(144,654)
Total	$ (499,490)

Note 9 - Pension Plans (Continued)

Actuarial Assumptions

The total pension liability in the December 31, 2018 and 2017 actuarial valuations was determined using the following actuarial cost method, actuarial assumptions, and other inputs:

	LGDTF
Actuarial cost method	Entry age
Price inflation	2.40 percent
Real wage growth	1.10 percent
Wage inflation	3.50 percent
Salary increases (including inflation)	3.50- 10.45 percent
Long-term investment rate of return (net of plan investment expenses, including price inflation)	7.25 percent
Discount rate	7.25 percent
Postretirement benefit increases:	
PERA benefit structure hired prior to January 1, 2007 and DPS benefit structure (automatic)	1.25-1.50 percent compounded annually
PERA benefit structure hired after December 31, 2006 (ad hoc, substantively automatic)	Financed by the Annual Increase Reserve

Healthy mortality assumptions for active members reflect the RP-2014 White Collar Employee Mortality Table, a table specifically developed for actively working people. To allow for an appropriate margin of improved mortality prospectively, the mortality rates incorporate a 70 percent factor applied to male rates and a 55 percent factor applied to female rates.

Healthy, postretirement mortality assumptions reflect the RP-2014 Healthy Annuitant Mortality Table, adjusted as follows:

- Males - Mortality improvement projected to 2018 using the MP-2015 projection scale, a 73 percent factor applied to rates for ages less than 80, a 108 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.
- Females - Mortality improvement projected to 2020 using the MP-2015 projection scale, a 78 percent factor applied to rates for ages less than 80, a 109 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.

For disabled retirees, the mortality assumption was based on 90 percent of the RP-2014 Disabled Retiree Mortality Table.

Discount Rate

The discount rate used to measure the total pension liability was 7.25 percent for the years ended December 31, 2020 and 2019. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.50 percent.
- Employee contributions were assumed to be made at the current member contribution rate. Employee contributions for future plan members were used to reduce the estimated amount of total service costs for future plan members.

Note 9 - Pension Plans (Continued)

- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law and effective as of the measurement date, including current and estimated future AED and SAED, until the actuarial value funding ratio reaches 103 percent, at which point the AED and SAED will each drop 0.50 percent every year until they are zero. Additionally, estimated employer contributions included reductions for the funding of the AIR and retiree health care benefits. For future plan members, employer contributions were further reduced by the estimated amount of total service costs for future plan members not financed by their member contributions.
- Employer contributions and the amount of total service costs for future plan members were based upon a process used by the plan to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.
- The AIR balance was excluded from the initial fiduciary net position, as, per statute, AIR amounts cannot be used to pay benefits until transferred to either the retirement benefits reserve or the survivor benefits reserve, as appropriate. AIR transfers to the fiduciary net position and the subsequent AIR benefit payments were estimated and included in the projections.
- Benefit payments and contributions were assumed to be made at the middle of the year.
- The projected benefit payments reflect the lowered annual increase cap, from 1.50 percent to 1.25 percent, resulting from the 2018 AAP assessment, statutorily recognized July 1, 2019 and effective July 1, 2020.

Based on the above assumptions and methods, the LGDTF's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25 percent on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate determination does not use the municipal bond index rate, and, therefore, the discount rate is 7.25 percent. There was no change in the discount rate from the prior measurement date.

Investment Rate of Return

The long-term expected return on plan assets is reviewed as part of regular experience studies prepared every four or five years for PERA. Recently, this assumption has been reviewed more frequently. The most recent analyses were outlined in presentations to PERA's board on October 28, 2016.

Several factors were considered in evaluating the long-term rate of return assumption for the LGDTF, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation.

Note 9 - Pension Plans (Continued)

As of the most recent adoption of the long-term expected rate of return by the PERA board, the target asset allocation and best estimates of geometric real rates of return for each major asset class for December 31, 2020 and 2019 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
U.S. equity - Large cap	21.20 %	4.30 %
Core fixed income	19.32	1.20
Non-U.S. equity - Developed	18.55	5.20
Core real estate	8.50	4.90
Private equity	8.50	6.60
U.S. equity - Small cap	7.42	4.80
Opportunity fund	6.00	3.80
Non-U.S. equity - Emerging	5.83	5.40
Non-U.S. fixed income - Developed	1.84	0.60
High yield	1.38	4.30
Cash	1.00	0.20
Emerging market debt	0.46	3.90

In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected rate of return assumption of 7.25 percent.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25 percent) or 1 percentage point higher (8.25 percent) than the current rate:

	1 Percentage Point Decrease	Current Discount Rate	1 Percentage Point Increase
Authority's proportionate share of the net pension liability as of December 31, 2020	$ 3,247,455	$ 1,767,875	$ 523,562
Authority's proportionate share of the net pension liability as of December 31, 2019	4,250,595	2,778,666	1,547,090

Detailed information about the pension plan's fiduciary net position is available in PERA’s Comprehensive Annual Financial Report, which can be obtained at www.copera.org/investments/pera-financial-reports.

Changes between the Measurement Date of the Net Pension Liability

During the 2019 legislative session, the Colorado General Assembly passed HB 19-1217: *PERA Public Employees’ Retirement Association Local Government Division Member Contribution Rate*. The bill was signed into law by Governor Polis on May 20, 2019 and eliminates the 2 percent increase in the contribution rate for members in the Local Government Division mandated by SB 18-200.

As of December 31, 2020 and 2019, the Authority has not estimated the change in its proportionate share of the net pension liability as a result of these changes had the bill become law on December 31, 2017.

Note 10 - Other Postemployment Benefit Plan

Plan Description

In addition to the defined benefit pension plan, employees of the Authority are provided with OPEB through the HCTF, a cost-sharing multiple-employer health care trust administered by PERA. The HCTF provides a health care premium subsidy to eligible PERA participating benefit recipients and their eligible beneficiaries. Title 24, Article 51, Part 12 of the CRS, as amended, assigns the authority to establish the HCTF benefit provisions to the PERA board to contract, self-insure, and authorize disbursements necessary in order to carry out the purposes of the PERACare program, including the administration of the premium subsidies. Colorado state law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available Comprehensive Annual Financial Report that includes financial statements and required supplemental information for the HCTF. That report may be obtained online at www.copera.org; by writing to Colorado PERA, 1301 Pennsylvania Street, Denver, CO 80203; or by calling PERA at 1-800-759-PERA (7372) or 303-832-9550.

Benefits Provided

The HCTF provides a health care premium subsidy to eligible participating PERA benefit recipients and retirees who choose to enroll in one of the PERA health care plans; however, the subsidy is not available if only enrolled in the dental and/or vision plan(s). The health care premium subsidy is based upon the benefit structure under which the member retires and the member’s years of service credit.

Enrollment in PERACare is voluntary and is available to benefit recipients and their eligible dependents, certain surviving spouses, and divorced spouses and guardians, among others. Eligible benefit recipients may enroll into the program upon retirement, upon the occurrence of certain life events, or on an annual basis during an open enrollment period.

The maximum service-based premium subsidy is $230 per month for benefit recipients who are under 65 years of age and who are not entitled to Medicare; the maximum service-based subsidy is $115 per month for benefit recipients who are 65 years of age or older or who are under 65 years of age and entitled to Medicare. The basis for the maximum service-based subsidy, in each case, is for benefit recipients with retirement benefits based on 20 or more years of service credit. There is a 5 percent reduction in the subsidy for each year less than 20. The benefit recipient pays the remaining portion of the premium to the extent the subsidy does not cover the entire amount.

For benefit recipients who have not participated in Social Security and who are not otherwise eligible for premium-free Medicare Part A for hospital-related services, C.R.S. § 24-51-1206(4) (CRS) provides an additional subsidy. According to the statute, PERA cannot charge premiums to benefit recipients without Medicare Part A that are greater than premiums charged to benefit recipients with Part A for the same plan option, coverage level, and service credit. Currently, for each individual PERACare enrollee, the total premium for Medicare coverage is determined assuming plan participants have both Medicare Part A and Part B, and the difference in premium cost is paid by the HCTF on behalf of benefit recipients not covered by Medicare Part A.

Contributions

In accordance with the CRS, certain contributions are apportioned to the HCTF. The Authority is required to contribute at a rate of 1.02 percent of PERA-includable salary into the HCTF. Employer contributions are recognized by the HCTF in the period in which the compensation becomes payable to the member and the Authority is statutorily committed to pay the contributions. The Authority's contributions to the HCTF for the years ended December 31, 2020 and 2019 were $16,978 and $14,786, respectively.

Note 10 - Other Postemployment Benefit Plan (Continued)

Net OPEB Liability

At December 31, 2020 and 2019, the Authority reported a liability of $208,079 and $233,195, respectively, for its proportionate share of the net OPEB liability. The net OPEB liability for the HCTF was measured as of December 31, 2019 and 2018, respectively, and the total OPEB liability used to calculate the net OPEB liability was determined by actuarial valuations as of December 31, 2018 and 2017, respectively. Standard update procedures were used to roll forward the total OPEB liability to December 31, 2019 and 2018.

The Authority's proportion of the net OPEB liability for the years ended December 31, 2020 and 2019 was based on the Authority's contributions to the HCTF for the calendar years 2019 and 2018, respectively, relative to the total contributions of participating employers to the HCTF. At December 31, 2019, the Authority’s proportion was 0.01851 percent, which was a increase of 0.00137 percent from its proportion measured as of December 31, 2018. At December 31, 2018, the Authority’s proportion was 0.01714 percent, which was a decrease of 0.0006 percent from its proportion measured as of December 31, 2017.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the years ended December 31, 2020 and 2019, the Authority recognized OPEB expense of $15,705 and $18,807, respectively.

At December 31, 2020 and 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	2020		2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 691	$ 34,965	$ 846	$ 355
Changes in assumptions	-	3,473	1,636	-
Net difference between projected and actual earnings on OPEB plan investments	1,726	-	1,341	-
Changes in proportionate share or difference between amount contributed and proportionate share of contributions	18,568	5,577	4,245	6,902
Employer contributions to the plan subsequent to the measurement date	17,268	-	17,170	-
Total	$ 38,253	$ 44,015	$ 25,238	$ 7,257

Note 10 - Other Postemployment Benefit Plan (Continued)

The Authority reports deferred outflows of resources related to OPEB resulting from the Authority's contributions to the plan subsequent to the measurement date. Amounts reported as deferred outflows as of December 31, 2020 and 2019 were $17,268 and $17,170, respectively, which will be recognized as a reduction of the net OPEB liability in the years ending December 31, 2021 and 2020, respectively. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ending December 31	Net Amortization
2021	$ (3,319)
2022	(3,319)
2023	(3,319)
2024	(4,263)
2025	(3,160)
Thereafter	(5,650)
Total	$ (23,030)

Actuarial Assumptions

The total OPEB liability in the December 31, 2018 and 2017 actuarial valuations was determined using the following actuarial cost method, actuarial assumptions, and other inputs:

Year	PERACare Medicare Plans	Medicare Part A Premiums
2019	5.60 %	3.50 %
2020	8.60	3.50
2021	7.30	3.50
2022	6.00	3.75
2023	5.70	3.75
2024	5.50	3.75
2025	5.30	4.00
2026	5.10	4.00
2027	4.90	4.25
2028	4.70	4.25
2029+	4.50	4.50

The HCTF utilizes the same mortality assumptions as the LGDTF. The following economic and demographic assumptions were specifically developed for, and used in, the measurement of the obligations for the HCTF:

- The assumed rates of PERACare participation were revised to reflect more closely actual experience.
- Initial per capita health care costs for those PERACare enrollees under the PERA benefit structure who are expected to attain age 65 and older ages and are not eligible for premium-free Medicare Part A benefits were updated to reflect the change in costs for the 2019 plan year.
- The percentages of PERACare enrollees who will attain age 65 and older ages and are assumed to not qualify for premium-free Medicare Part A coverage were revised to more closely reflect actual experience.
- The percentage of disabled PERACare enrollees who are assumed to not qualify for premium-free Medicare Part A coverage were revised to reflect more closely actual experience.

Note 10 - Other Postemployment Benefit Plan (Continued)

- Assumed election rates for the PERACare coverage options that would be available to future PERACare enrollees who will qualify for the "No Part A Subsidy" when they retire were revised to more closely reflect actual experience.
- Assumed election rates for the PERACare coverage options that will be available to those current PERACare enrollees, who qualify for the "No Part A Subsidy" but have not reached age 65, were revised to more closely reflect actual experience.
- The health care cost trend rates for Medicare Part A premiums were revised to reflect the then-current expectation of future increases in rates of inflation applicable to Medicare Part A premiums.
- The rates of PERACare coverage election for spouses of eligible inactive members and future retirees were revised to more closely reflect actual experience.
- The assumed age differences between future retirees and their participating spouses were revised to reflect more closely actual experience.

The actuarial assumptions used in the December 31, 2018 and 2017 valuations were based on the results of the 2016 experience analysis for the period from January 1, 2012 through December 31, 2015, as well as the October 28, 2016 actuarial assumptions workshop, and were adopted by the PERA board during the November 18, 2016 board meeting. In addition, certain actuarial assumptions pertaining to per capita health care costs and their related trends are analyzed and reviewed by PERA's actuary, as needed.

Discount Rate

The discount rate used to measure the total OPEB liability was 7.25 percent at December 31, 2020 and 2019. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Updated health care cost trend rates for Medicare Part A premiums as of the December 31, 2019 and 2018 measurement dates
- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.50 percent.
- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law and effective as of the measurement date. For future plan members, employer contributions were reduced by the estimated amount of total service costs for future plan members.
- Employer contributions and the amount of total service costs for future plan members were based upon a process used by the plan to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.
- Transfers of a portion of purchase service agreements intended to cover the costs associated with OPEB benefits were estimated and included in the projections.
- Benefit payments and contributions were assumed to be made at the middle of the year.

Note 10 - Other Postemployment Benefit Plan (Continued)

Based on the above assumptions and methods, the projection test indicates the HCTF's fiduciary net position was projected to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25 percent on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate determination does not use the municipal bond index rate, and, therefore, the discount rate is 7.25 percent.

Investment Rate of Return

The long-term expected return on OPEB plan investments is the same as the long-term expected return on the LGDTF investments described above and is reviewed as part of regular experience studies prepared every four or five years for PERA.

In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected rate of return assumption of 7.25 percent.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the proportionate share of the net OPEB liability of the Authority, calculated using the discount rate of 7.25 percent, as well as what the Authority's net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1 Percentage Point Decrease (6.25%)	Current Discount Rate (7.25%)	1 Percentage Point Increase (8.25%)
Proportionate share of the net OPEB liability as of December 31, 2020	$ 235,275	$ 208,079	$ 184,820
Proportionate share of the net OPEB liability as of December 31, 2019	260,924	233,195	209,488

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rate

The following presents the proportionate share of the net OPEB liability of the Authority, calculated using the current health care cost trend rates applicable to the PERA benefit structure, as well as what the Authority's net OPEB liability would be if it were calculated using health care cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current rates:

	1 Percentage Point Decrease in Trend Rates	Current Health Care Cost Trend Rates	1 Percentage Point Increase in Trend Rates
Net OPEB liability as of December 31, 2020	$ 203,136	$ 208,079	$ 213,791
Net OPEB liability as of December 31, 2019	226,775	233,195	240,600

Note 11 - Defined Contribution Pension Plan

Employees of the Authority who are also members of the LGDTF may voluntarily contribute to the Voluntary Investment Program, an Internal Revenue Code Section 401(k) defined contribution plan administered by PERA. Title 24, Article 51, Part 14 of the CRS, as amended, assigns the authority to establish the plan provisions to the PERA board of trustees. PERA issues a publicly available CAFR, which includes additional information on the Voluntary Investment Program. That report can be obtained at www.copera.org/investments/pera-financial-reports.

Note 11 - Defined Contribution Pension Plan (Continued)

The Voluntary Investment Program is funded by voluntary member contributions up to the maximum limits set by the Internal Revenue Service, as established under Title 24, Article 51, Section 1402 of the CRS, as amended. In addition, the Authority has agreed to match employee contributions up to 4 percent of covered salary as determined by the Internal Revenue Service. Employees are immediately vested in their own contributions, employer contributions, and investment earnings. For the years ended December 31, 2020 and 2019, the Authority made matching contributions of $46,227 and $43,940, respectively.

Note 12 - Commitments

Tax, Spending, and Debt Limitations

In November 1992, voters passed an amendment to the Constitution of the State of Colorado, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The amendment excludes enterprises from its provisions. Enterprises, defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10 percent of their annual revenue in grants from all state and local governments combined, are excluded from the provisions of the amendment. It is the Authority's opinion that it qualifies for the exclusion and is, therefore, excluded from the provisions of the amendment.

Federally Assisted Grant Programs

The Authority participates in federally assisted grant programs. These programs are subject to the provisions of the Single Audit Act of 1996 and the Uniform Grant Guidance. The amount, if any, of expenditures that may be disallowed by the granting agency cannot be determined at this time, although the Authority expects such amounts, if any, to be immaterial.

Required Supplemental Information

Required Supplemental Information
Schedule of the Authority's Proportionate Share of the Net Pension Liability
Local Government Division Fund
Administered by the Colorado Public Employees' Retirement Association

Last Seven Plan Years*

Measurement Periods Ended December 31

	2019	2018	2017	2016	2015	2014	2013
Authority's proportion of the net pension liability	0.24171 %	0.22102 %	0.22859 %	0.22504 %	0.25758 %	0.23838 %	0.26113 %
Authority's proportionate share of the net pension liability	$ 1,767,875	$ 2,778,666	$ 2,545,148	$ 3,038,815	$ 2,837,459	$ 2,136,600	$ 2,148,912
Authority's covered payroll	$ 1,683,336	$ 1,449,631	$ 1,442,006	$ 1,363,996	$ 1,462,822	$ 1,306,200	$ 1,393,165
Authority's proportionate share of the net pension liability as a percentage of its covered payroll	105.02 %	191.68 %	176.50 %	222.79 %	193.97 %	163.57 %	154.25 %
Plan fiduciary net position as a percentage of the total pension liability	86.26 %	75.96 %	79.37 %	73.65 %	76.87 %	80.72 %	77.66 %

*The required supplemental information is intended to show information for 10 years, and additional years' information will be displayed as it becomes available.

Required Supplemental Information
Schedule of Pension Contributions
Local Government Division Trust Pension Plan
Administered by the Colorado Public Employees' Retirement Association

Last Seven Fiscal Years*

Years Ended December 31

	2020	2019	2018	2017	2016	2015	2014
Statutorily required contribution	$ 214,762	$ 211,066	$ 183,815	$ 182,848	$ 172,959	$ 185,490	$ 165,627
Contributions in relation to the statutorily required contribution	214,762	211,066	183,815	182,848	172,959	185,490	165,627
Contribution Deficiency	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Authority's Covered Payroll	$ 1,674,993	$ 1,683,336	$ 1,449,631	$ 1,442,006	$ 1,363,996	$ 1,462,822	$ 1,306,200
Contributions as a Percentage of Covered Payroll	12.82 %	12.68 %	12.68 %	12.68 %	12.68 %	12.68 %	12.68 %

*The required supplemental information is intended to show information for 10 years, and additional years' information will be displayed as it becomes available.

Required Supplemental Information
Schedule of the Authority's Proportionate Share of the Net OPEB Liability
Health Care Trust Fund
Administered by the Colorado Public Employees' Retirement Association

Last Four Plan Years*

Measurement Periods Ended December 31

	2019	2018	2017	2016
Authority's proportion of the net OPEB liability	0.01851 %	0.01714 %	0.01776 %	0.01727 %
Authority's proportionate share of the net OPEB liability	$ 208,079	$ 233,195	$ 230,836	$ 223,970
Authority's covered payroll	$1,683,336	$1,449,631	$1,442,006	$1,363,996
Authority's proportionate share of the net OPEB liability as a percentage of its covered payroll	12.36 %	16.09 %	16.01 %	16.42 %
Plan fiduciary net position as a percentage of total OPEB liability	24.49 %	17.03 %	17.53 %	16.72 %

*The required supplemental information is intended to show information for 10 years, and additional years' information will be displayed as it becomes available.

See note to required supplemental information.

Required Supplemental Information
Schedule of OPEB Contributions
Health Care Trust Fund
Administered by the Colorado Public Employees' Retirement Association

Last Four Fiscal Years*

Years Ended December 31

	2020	2019	2018	2017
Contractually required contribution	$ 17,276	$ 16,978	$ 14,786	$ 14,708
Contributions in relation to the contractually required contribution	17,276	16,978	14,786	14,708
Contribution Deficiency	**$ -**	**$ -**	**$ -**	**$ -**
Authority's Covered Payroll	$ 1,674,993	$ 1,683,336	$ 1,449,631	$ 1,442,006
Contributions as a Percentage of Covered Payroll	1.03 %	1.01 %	1.02 %	1.02 %

*The required supplemental information is intended to show information for 10 years, and additional years' information will be displayed as it becomes available.

See note to required supplemental information.

Pension Information

Benefit Changes

There were no changes of benefit terms in 2020 and 2019.

Changes in Assumptions

There were no changes of benefit assumptions in 2020 and 2019.

Changes in Size or Composition of the Covered Population

There were no significant changes in size or composition of the covered population in 2020 and 2019.

Other Supplemental Information

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To Management and the Board of Commissioners
Grand Junction Regional Airport Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grand Junction Regional Airport Authority (the "Authority") as of and for the year ended December 31, 2020 and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated July 23, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To Management and the Board of Commissioners
Grand Junction Regional Airport Authority

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

July 23, 2021

Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance
Required by the Uniform Guidance

Independent Auditor's Report

To the Board of Commissioners
Grand Junction Regional Airport Authority

Report on Compliance for Each Major Federal Program

We have audited Grand Junction Regional Airport Authority's (the "Authority") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on the Authority's major federal program for the year ended December 31, 2020. The Authority's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended December 31, 2020.

Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

To the Board of Commissioners
Grand Junction Regional Airport Authority

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

July 23, 2021

Schedule of Expenditures of Federal Awards

Year Ended December 31, 2020

Federal Agency/Pass-through Agency/Program Title	CFDA Number	Grant Number	Provided to Subrecipients	Federal Expenditures
U.S. Department of Transportation, Federal Aviation Administration:				
Airport Improvement Program	20.106	Various	$ -	$ 5,411,968
COVID-19 - Airport Improvement Program	20.106	3-08-0027-064-2020	-	4,094,829
Total			**$ -**	**$ 9,506,797**

See notes to schedule of expenditures of federal awards.

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2020

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Grand Junction Regional Airport Authority (the "Authority") under programs of the federal government for the year ended December 31, 2020. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Authority.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Authority has elected not to use the 10 percent *de minimis* indirect cost rate to recover indirect costs, as allowed under the Uniform Guidance.

Schedule of Findings and Questioned Costs

Year Ended December 31, 2020

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	____ Yes	X None reported
Noncompliance material to financial statements noted?	____ Yes	X None reported

Federal Awards

Internal control over major programs:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	____ Yes	X None reported
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	____ Yes	X No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster	Opinion
20.106	Airport Improvement Program	Unmodified

Dollar threshold used to distinguish between type A and type B programs:	$750,000	
Auditee qualified as low-risk auditee?	X Yes	____ No

Section II - Financial Statement Audit Findings

Current Year None

Section III - Federal Program Audit Findings

Current Year None

Report on Compliance for the Passenger Facility Charge Program; Report on Internal Control Over Compliance as Required by the *Passenger Facility Charge Audit Guide for Public Agencies*

Independent Auditor's Report

To the Board of Commissioners
Grand Junction Regional Airport Authority

Report on Compliance for the Passenger Facility Charge Program

We have audited Grand Junction Regional Airport Authority's (the "Authority") compliance with the types of compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (the "Guide"), as of and for the year ended December 31, 2020. The passenger facility charge program is identified in the schedule of passenger facility charges.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, contracts, and grants applicable to the passenger facility charge program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Authority's passenger facility charge program based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements in the Guide. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the passenger facility charge program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on the Passenger Facility Charge Program

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its passenger facility charge program for the year ended December 31, 2020.

Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on the passenger facility charge program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the passenger facility charge program and to test and report on internal control over compliance in accordance with the Guide, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

To the Board of Commissioners
Grand Junction Regional Airport Authority

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Passenger Facility Charge Audit Guide for Public Agencies*. Accordingly, this report is not suitable for any other purpose.

July 23, 2021

Schedule of Passenger Facility Charges

For the Year Ended December 31, 2020

Grantor/Program	Approved Application Numbers	Unliquidated Passenger Facility Charges at December 31, 2019	Passenger Facility Charge Revenue	Expenditures	Unliquidated Passenger Facility Charges at December 31, 2020
Passenger facility charges	06-07-C-02-GJT, 18-08-C-00-GJT	$ 2,172,208	$ 742,087	$ (2,914,295)	$ -

See accompanying notes to schedule of expenditures of passenger facility charges

Notes to Schedule of Passenger Facility Charges

Year Ended December 31, 2020

Note 1 - Basis of Presentation

The accompanying schedule of passenger facility charges includes agreements entered into directly between Grand Junction Regional Airport Authority (the "Authority") and the Federal Aviation Administration (FAA). The information in this schedule is prepared on the accrual basis of accounting and is presented in accordance with the provisions of the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the FAA in September 2000.

Note 2 - Passenger Facility Charges

Revenue consists of passenger facility fees and investment earnings on restricted cash related to passenger facility charges. Expenditures represent principal, which is payments made by the Authority on the revenue bonds that were used to finance the construction of certain airport improvements. Unliquidated passenger facility charges represent the net restricted cash and passenger facility fees receivable and accounts payable as of year end.

July 23, 2021

To the Board of Commissioners
Grand Junction Regional Airport Authority

We have audited the financial statements of Grand Junction Regional Airport Authority (GJRAA or the "Authority") as of and for the year ended December 31, 2020 and have issued our report thereon dated July 23, 2021. Professional standards require that we provide you with the following information related to our audit.

<u>Our Responsibility Under U.S. Generally Accepted Auditing Standards</u>

As stated in our engagement letter dated October 28, 2020, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we considered the internal control of GJRAA. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Our audit of GJRAA's financial statements has also been conducted in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States. Under *Government Auditing Standards*, we are obligated to communicate certain matters that come to our attention related to our audit to those responsible for the governance of GJRAA, including compliance with certain provisions of laws, regulations, contracts, and grant agreements; certain instances of error or fraud; illegal acts applicable to government agencies; and significant deficiencies in internal control that we identify during our audit. Toward this end, we issued a separate letter dated July 23, 2021 regarding our consideration of GJRAA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements.

<u>Planned Scope and Timing of the Audit</u>

We performed the audit according to the planned scope and timing previously communicated to you in our letter about planning matters dated January 18, 2021.

<u>Significant Audit Findings</u>

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting polici0es used by GJRAA are described in Note 2 to the financial statements.

No new accounting policies were adopted, and the application of existing policies was not changed during 2020.

We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus.

We noted no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were management's estimates of the pension and OPEB liabilities. Management's estimate of the unfunded liability for the pension plan and the OPEB liability was calculated by multiplying the funds' portions of the contributions made to the respective plans by the total liability of the plans provided by an independent actuary and the Colorado Public Employees' Retirement Association (PERA). The independent actuary used a number of assumptions to determine the overall unfunded liability of the plans. We evaluated the key factors and assumptions used to develop the net pension and OPEB liabilities in determining that they are reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For the purpose of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We did not detect any misstatements as a result of audit procedures.

Significant Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the Authority, and business plans and strategies that may affect the risks of material misstatement, with management each year prior to our retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition of our retention.

To the Board of Commissioners
Grand Junction Regional Airport Authority

July 23, 2021

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 23, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a second opinion on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Recommendations and Observations

Upcoming Accounting Pronouncement - GASB Statement No. 87

A new Governmental Accounting Standards Board standard, GASB Statement No. 87, *Leases*, was issued in June 2017, and the Authority will be impacted. The new standard improves accounting and financial reporting for leases by governments. This statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The Authority is currently evaluating the impact this standard will have on the financial statements when adopted. The provisions of this statement are effective for the Authority's financial statements for the year ending December 31, 2022.

This information is intended solely for the use of the board of commissioners and management of GJRAA and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Plante & Moran, PLLC

Lisa Meacham, CPA
Partner

Rumzei Abdallah, CPA
Senior Manager

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Employment Attorney Engagement Letter – Bechtel & Santo
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Approve proposed engagement agreement for Bechtel & Santo to provide representation on employment related matters to the Grand Junction Regional Airport Authority as requested by the Executive Director.
SUMMARY:	The Airport Authority was recently notified that our lead attorney for employment related matters, Anna S. Itenberg, is leaving her current position at Karp Neu Hanlon to serve as in-house counsel for a non-profit entity. Staff recommends engaging the law firm Bechtel & Santo for several reasons: (1) the recommendation of Ms. Itenberg; (2) staff's interactions with firm partner, Mr. Michael Santo, in connection with our membership in the Western Colorado Human Resource Association; and (3) the fact that the firm is based in the City of Grand Junction. Since employment related issues may arise at any time, we believe that it is critical we avoid a gap in representation for these matters. For the reasons listed above, Staff recommend signing an engagement letter with Michael Santo of Bechtel & Santo. Services provided will be billed at the hourly rates defined in the agreement and are dependent on the attorney assigned to work on an individual task.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	N/A
ATTACHMENTS:	Bechtel & Santo Engagement Letter
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588

THE LAW FIRM OF

BECHTEL & SANTO

June 9, 2021

Grand Junction Regional Airport Authority
ATTN: Victoria Hightower
2828 Walker Field Dr.
Grand Junction, CO 81506

Re: Engagement Letter

Dear Ms. Hightower:

We are pleased you requested the services of Bechtel & Santo for your employment-law related issues. Enclosed is a copy of our Fee and File Retention Policy explaining how the Firm bills for services, and our policy on file retention. If you have any questions regarding this information, please contact Debbie Morrison, our office manager.

Although I will be your primary attorney, please feel free any time you call and I am not available, to consult with Christina Harney. We strive to be the premiere source of employment-law information, advice, and legal representation for businesses and professionals in Colorado. Employment issues are often urgent. Therefore, we endeavor to respond to our clients' inquiries the same day or by the next business day. We also publish a quarterly newsletter called "The Employer's Advisory" so that clients will be better informed about the employment-law issues facing businesses. The newsletter is available on our website at www.bechtelsanto.com. If you would like to receive the newsletter by email, please send your email address to admin@bechtelsanto.com. The newsletters also contain notices of our upcoming seminars.

Again, thank you for requesting our services.

Respectfully,

Michael C. Santo

Enclosure: Fee and File Retention Policy 2021

BECHTEL & SANTO
FEE AND FILE RETENTION POLICY 2021

The following Fee and File Retention Policy applies unless other terms are specified by the Firm in writing at the time of engagement or the beginning of a project.

Our billing rate for all time spent by attorney Michael Santo is $285.00 per hour; our billing rate for all time spent by attorney Christina Harney is $240.00 per hour; our current billing rate for all time spent by other associates is $200.00 per hour; and paralegal services are billed at the rate of $125.00 per hour. Travel time is billed at 50% of the regular hourly rate. Regarding expenses, there will be no charge for normal copying, faxes, or for long distance telephone calls within the United States. We will charge for all foreign long distance telephone calls, expenses for depositions, document and court filing fees, witness fees, expert witness fees, consultant fees, postage, air transportation and other out-of-pocket expenses at the rates charged to us.

The billing cycle is monthly. Payment is due within 30 days from the date of the statement. The Firm reserves the right to charge interest at the rate of 1% per month on fees, charges, and expenses that are not paid within 90 days. We generally do not require retainers, but may do so before becoming counsel of record in any agency action or litigation. If a retainer is required, it will be held in the Firm's COLTAF (Colorado Lawyer Trust Account Foundation) account. The interest on any money held in trust is automatically transferred to COLTAF to assist in providing legal services to the disadvantaged, improve the delivery of legal services, and promote knowledge and awareness of law in the community.

Bechtel & Santo reviews rates annually and reserves the right to increase them. Clients who have current charges at the time of a rate change will receive notice of the rate change in a letter or in their monthly statement at least one month in advance of the effective date of the change. The firm will also make efforts to notify clients who have utilized our services within the last two years of rate increases, but in any case, current rates, including any changes, are always posted on our website, and are always available upon request.

Regarding file retention, inactive files that are more than ten years old are subject to destruction, at the discretion of the Firm. Prior to destruction, the Firm will review client files to avoid the inadvertent destruction of original client documents. Originals will be returned to the client if the client has kept us informed of a current address or telephone number. Clients may request a copy of their file at any time, and the Firm will comply. The Firm may charge the client the reasonable costs of copying and assembling the records. Documents that contain the internal impressions, thought processes, and notes of the attorneys or paralegals are considered "work product" and remain the property of the Firm. This material need not be retained or copied and may be destroyed at the discretion of the Firm without notice to the client.

Certificate of Delivery

I, Bekah Thompson, certify that a copy of this Fee and File Retention Policy 2021 was sent via U.S. Mail to Ms. Hightower's attention at Grand Junction Regional Airport Authority on this 9th day of June, 2021.

Bekah Thompson

Bekah Thompson

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Grant Agreement AIP 69 – Update Miscellaneous Study (Airport Development Plan)
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Accept FAA AIP Grant No. 3-08-0027-069-2021 in the amount of $1,039,904 for an Airport Development Plan and authorize the Executive Director to sign the Co-Sponsorship Agreements with the City of Grand Junction and Mesa County.
SUMMARY:	The grant offer from the FAA is to fund an Airport Development Plan (ADP) which includes various planning elements used to develop an updated airport layout plan and help inform future decisions regarding growth of the airport and its facilities. The grant award for Planning and Consulting is based on the negotiated Planning and Consulting fees with InterVISTAS. With the passage of the American Rescue Plan Act of 2021, the amount funded in the AIP grant represents 100% of the estimated costs. In addition to the grant offer, the Authority must provide to the FAA co-sponsorship agreements signed by the County and the City as sponsors of the Airport Authority.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	**<u>Funding Sources</u>** • Federal - $1,039,904 • GJRAA - $0 (no local match requirement for 2021 AIP grants) **Total Estimated Project Cost** - **$1,039,904** • InterVISTAS Scope of Work $1,029,914 • Administrative Costs $9,990
ATTACHMENTS:	1. Grant Offer 3-08-0027-069-2021 2. Co-Sponsorship Agreement (City of Grand Junction) 3. Co-Sponsorship Agreement (Mesa County)
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588

U.S. Department
of Transportation
Federal Aviation Administration

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 19, 2021

Mr. Thomas Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

Mr. Greg Caton, Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Ms. Janet Rowland, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Commissioner Rowland:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-069-2021 at the Grand Junction Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The grant must be executed no later than June 30, 2021, in order for the grant to be valid.
- The sponsor's authorized representative must execute the grant by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the grant offer.
- Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for**

reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at the end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

John Sweeney is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact John at john.sweeney@faa.gov or 303-342-1263.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P Bauer (May 19, 2021 06:06 MDT)

John P. Bauer
Manager, Denver Airports District Office

Enclosures

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 19, 2021
Airport/Planning Area	Grand Junction Regional Airport
FY2021 AIP Grant Number	3-08-0027-069-2021 [Contract No. DOT-FA21NM-1043]
Unique Entity Identifier	15-613-5394

TO: County of Mesa, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 14, 2021, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Update Miscellaneous Study (Airport Development Plan)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,039,904.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
$1,039,904 for planning;
$0 airport development or noise program implementation; and,
$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a, land project, if funds are available:

   1. 15 percent; or
   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   1. Is determined to have violated a prohibition in paragraph a. of this condition; or
   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      a. Associated with performance under this Grant; or
      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **<u>Exhibit "A" Property Map</u>.** The Exhibit "A" Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **<u>Employee Protection from Reprisal</u>.**

a. Prohibition of Reprisals —
   1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
      i. Gross mismanagement of a Federal grant;
      ii. Gross waste of Federal funds;
      iii. An abuse of authority relating to implementation or use of Federal funds;
      iv. A substantial and specific danger to public health or safety; or
      v. A violation of law, rule, or regulation related to a Federal grant.
   2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      i. A member of Congress or a representative of a committee of Congress;
      ii. An Inspector General;
      iii. The Government Accountability Office;

   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

25. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

26. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

28. **Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

John P Bauer (May 19, 2021 06:06 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: _______________________________

(Typed Name of Sponsor's Authorized Official)

Title: _______________________________

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By:

____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: __________

(Typed Name of Sponsor's Authorized Official)

Title: __________

(Title of Sponsor's Authorized Official)

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at

By:

(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[6]

Dated

COUNTY OF MESA, COLORADO
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: _______________________________
(Typed Name of Sponsor's Authorized Official)

Title: _______________________________
(Title of Sponsor's Authorized Official)

[6] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[7]

Dated at

By:

(Signature of Sponsor's Attorney)

[7] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1] [2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 – Airport noise compatibility planning.

f. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 – New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be 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.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

  1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

  2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

    a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities

    b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

    c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

    d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

    e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

   a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

   b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan 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;
    3. the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
    4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations

in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and the County of Mesa, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal

Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of
May 19, 2021 .

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2021, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-069-2021 ("Project").

D. The FAA is willing to provide $1,039,904 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By ____

Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By ____

Greg Caton, City Manager
City of Grand Junction

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _______________, 2021, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the Mesa County, Colorado ("County").

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the County.

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-069-2021 ("Project").

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E. The County is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the County and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the County and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the County hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the County's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the County, its officers, employees, and agents, harmless from, and to indemnify the County, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the County, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the County's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the County has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the County's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the County agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the County's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the County for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the County's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the County is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By ____
Executive Director, Angela Padalecki
Grand Junction Regional Airport

MESA COUNTY, COLORADO

By ____
Janet Rowland, Chair
Board of County Commissioners

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	InterVISTAS Airport Development Plan – Scope of Services
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Approve the InterVISTAS Scope of Services in the amount of $1,029,914 for the Airport Development Plan to be funded under AIP 3-08-0027-069-2021, and authorize the Executive Director to sign the scope of services and associated change orders in accordance with the Authority's Procurement Policy.
SUMMARY:	The scope of work represents the planning services to be performed by InterVISTAS in developing the Airport Development Plan. The work to be performed includes: a.) strategic assessment including visioning and establishing guiding principles, b.) forecasts and scenario planning considering market assessments, annual and peak hour activity, c.) facility requirements to evaluate demand versus capacity and planning activity levels for growth, d.) formulation and evaluation of alternatives for development options, e.) development of an implementation plan including financial planning, phasing and recommendations, and f.) an updated airport layout plan. This planning work will be funded by the Airport Improvement Program Grant No. AIP 69 which covers 100% of the project costs. GJRAA Staff worked with RS&H to complete an independent fee estimate (IFE) to evaluate the proposed hours and project cost proposed by InterVISTAS for this project. Based on our evaluation, the fee is deemed reasonable.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	**Total Cost - $1,029,914** FAA funded through AIP 69 - $1,029,914 GJRAA Local Match - $0
ATTACHMENTS:	InterVISTAS Scope of Work
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8581

AIRPORT DEVELOPMENT PLAN – SCOPE OF SERVICES

Grand Junction Regional Airport

The Grand Junction Regional Airport Authority (Authority) proposes to conduct a collaborative planning study utilizing a series of workshops with staff, consultants, and external stakeholders to prepare an Airport Development Plan (ADP). This study includes several components of an airport master plan but with less focus and effort related to the airfield, given the work that came before this study to plan and implement the new primary runway. The study is scoped to meet the following overarching objectives:

- To assess, refine, and prioritize the Authority's plans, in light of the pandemic, industry changes, and local circumstances
- To provide a foundation for decision-making to accommodate demand in a fiscally responsible manner, and
- To inform the Authority's efforts to enhance airport sustainability, including: (a) maintaining high and stable levels of economic growth; (b) protecting the environment; and (c) social progress that recognizes stakeholders' needs.

Further, this draft scope of services is organized in accordance with FAA guidance listed below. The team expects to reference the following guidance with respect to the conduct of the ADP:

- FAA Order 5100.38D, *Airport Improvement Program Handbook*
- FAA AC 150/5300-13A, *Airport Design* (and Draft Advisory Circular 150/5300-13B for informational purposes*)*
- FAA AC 150/5070-6B, *Airport Master Plans*, Change 2
- FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*
- FAA Airports Division (ARP), Standard Operating Procedure SOP 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*
- FAA Airports Division (ARP), Standard Operating Procedure SOP 3.00, *Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps*

Through the execution of the ADP, we would reference the following documents, in addition to others:

- Current Airport Layout Plan (2009)
- Runway 11/29 Relocation – Environmental Assessment
- Terminal Area Plan (2016)
- Airport Master Plan (2008)

The conduct of the study is anticipated to occur over a period of eighteen months, with the majority of work occurring in the first twelve months of the schedule.

A. PROJECT MOBILIZATION & MANAGEMENT / VISION, GUIDING PRINCIPLES / PLANNING OVERSIGHT

The objective for Element A is to establish a framework for engagement among the Authority, consultant team, and Board of Commissioners through the execution of the ADP, and to set the vision and guiding principles for a successful planning process.

Accordingly, Element A includes the following tasks:

- **Conduct regular conference calls with the Authority**. We would conduct bi-weekly teleconferences with the Authority. The standing agenda of these regularly scheduled meetings will include a review of on-going work, a two-week outlook for all tasks, and the schedule of pending deliverables, other teleconferences, and meetings.
- **Prepare guiding principles.** We would prepare guiding principles for the ADP in consultation with the Authority. The guiding principles would be developed in the conduct of Workshop 1 with the Authority.
- **Briefings to Board of Commissioners.** Our team would brief the Board of Commissioners from time to time throughout the planning process, likely every three to four months. The first briefing would be focused in establishing common understanding of the objectives for the ADP, as well as airport vision. Subsequent briefings will occur when project milestones are reached, such as the completion of aviation demand forecasts, or identification of a recommended development plan.

Deliverables:

- Workshop 1 materials
- Document in a brief memorandum the vision and guiding principles
- Board briefing materials

B. PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

The objective for Element B is to provide a forum for stakeholders and the public to engage with the Authority regarding their concerns and interests, as well as increase public awareness of the Airport's future plans.

Element B includes the following tasks:

- **Formation of the Technical Advisory Committee.** The Technical Advisory Committee (TAC) would be formed to inform the planning process and provide stakeholders a forum to comment on various aspects of the planning process. The TAC would be expected to meet on the following topics throughout the ADP process:

1. Overview of the scope, schedule, and guiding principles for the project established by the Authority
2. Upon completion of the demand capacity analysis, to review strategic assessment, forecasts, and areas of emphasis in the subsequent planning efforts
3. Early in the alternatives formulation to review preliminary alternatives and solicit comment
4. Later in the alternatives formulation to review revised alternatives and solicit comment
5. During the implementation planning phase to review the recommended development plan, its schedule, cost, and financing

The TAC would include Authority/City officials as defined by the Authority; representatives from the passenger airlines; general aviation community; airport tenants; air cargo airlines; the FAA Denver Airports District Office, and others identified through consultation with the Authority.

- **Conduct Public Outreach.** Prepare a public outreach program in concert with the Authority to increase awareness of the airport's development plans. The public outreach program is expected to include:
    1. One public open house meeting: to be conducted after completion of the draft implementation plan
    2. Announcements regarding the public open house via the Authority website
    3. Preparation of fact sheets throughout the planning process for Authority's use in briefing local officials and key stakeholders
    4. Meetings with local officials throughout the planning process as agreed upon with the Authority and in advance of public open houses.

Deliverables:

- TAC meeting materials for 5 meetings or teleconferences
- Public outreach materials, including fact sheets and website materials

C. STRATEGIC ASSESSMENT

The objective for Element C is to identify any infrastructure vulnerabilities (e.g. power supply, single points of failure) and to gather the necessary data and information to inform subsequent planning efforts.

Accordingly, Element C includes the following tasks:

- Prepare a data request and review existing airport documentation and data, including recent airside studies as well as the asset conditions assessment

- Inventory airfield, terminal, support, access roadway, parking, rental car, general aviation, and air cargo facilities and provide an easily maintained Microsoft Excel file of said information for the Authority's use during and after the ADP
- Review land holdings and the current version of the Exhibit "A" to identify land which has been acquired since 2009, details associated with its acquisition
- Prepare exhibits based on aerial photos and existing planimetrics of the following key areas of study:
  - Landside access and terminal curbfront
  - Auto parking facilities
  - Passenger terminal building and apron
  - General aviation areas
  - Air cargo area
  - Property available for future development (including an understanding of the new building restriction line location associated with the future primary runway location)
  - An environmental constraints exhibit of the terminal and landside envelope
- Gather financial data including existing capital improvement program, overview of finances, et cetera to inform future financial planning efforts
- Conduct Workshop 2 with the Authority regarding strategic assessment to confirm understanding of infrastructure vulnerabilities to be addressed in subsequent planning efforts, as well as identify level of service goals for various facilities for evaluation in Element E
- Review existing resources for identifying properties and managing facilities and key business processes at the Airport
- Note: this scope excludes conditional assessment of landside and airside pavements, as well as buildings and utility infrastructure (which is available from other sources)

Deliverables:

- Document the strategic assessment, including aforementioned exhibits in Working Paper 1 (Working papers are concise technical memoranda that document key findings)
- Workshop 2 materials

D. AVIATION DEMAND FORECASTS & SCENARIO PLANNING

The objective for Element D is to prepare annual forecasts of demand, and derivative forecast information necessary to inform subsequent planning analysis.

Element D would include the following tasks:

- Gather local demographic data to include population, employment, and income.
- Compile historical database of aviation activity to include monthly and annual enplaned passengers, cargo tonnage, and aircraft operations
- Review existing forecasts, including the Federal Aviation Administration's (FAA) Terminal Area Forecast (TAF) for the Airport (to be published in 2Q 2021)
- Review information developed by the Authority's air service development team, and in consultation with the Authority and the Authority's air service development team, ensure we have the most current information regarding airline service plans, including as such plans are updated during the course of the study
- Conduct cargo market assessment to inform forecasts and scenarios of air cargo activity
- Conduct general aviation market assessment to inform forecasts and scenarios of general aviation activity
- Prepare annual forecasts of passenger and air cargo tonnage, and from these annual forecasts derive aircraft operations forecasts for commercial aircraft operations
- Prepare annual forecasts of general aviation operations
- Inventory the existing based aircraft and forecast based aircraft
- Conduct Workshop 3 with the Authority regarding forecast results
- Review any existing flight schedules and prepare updates and additional derivative information to identify peak period demand to conduct facility requirements analysis, as needed (providing an outlook to end of planning horizon)
- Review prior conclusions regarding critical aircraft in connection with updated forecast analysis, and identify the existing and future critical aircraft for the Runway Design Code (RDC), the Airplane Design Group (ADG), the Taxiway Design Group (TDG), and runway length
- Document the aviation demand forecasts in Working Paper 2
- Submit Working Paper 2 to FAA for review of the forecast, and seek FAA approval of forecasts for planning purposes

Deliverables:

- Document the forecast in a spreadsheet that can be easily modified and used by the Authority for financial and capital planning on an ongoing basis
- Working Paper 2 summarizing the forecast results
- Workshop 3 materials

E. FACILITY REQUIREMENTS

The objective for Element E is to establish planning levels and identify when airport facilities (i.e., terminal, landside, cargo, general aviation) will experience deficiencies and/or unacceptable levels of service. The areas required to meet forecasted demand will be used to inform future development locations.

Element E includes the following tasks:

- Determine the four future planning activity levels (PAL) at which facilities will be evaluated, the first of which will be similar to the level of demand experienced in 2019
- Conduct Workshop 4 with the Authority regarding facility requirements assumptions and to confirm the level of service metrics for various facilities to inform requirements analysis
- Accounting for recent technology advances and emerging market opportunities, conduct demand-capacity analysis of airfield, terminal, landside, general aviation, cargo, and support facilities
    - Airfield: prepare geometric and standards review, in light of existing and future critical aircraft; evaluate taxiway connector designations (particularly the Taxiway A connectors); confirm the requirements of an aircraft runup pad; confirm the ARFF response time to the future primary runway is acceptable; conduct wind analysis using latest wind and weather data; evaluate the potential for improved procedures to Runway 4/22; identify issues related to ATCT line of sight or other deficiencies
    - Terminal: prepare requirements for major terminal functions, including the check-in lobby, checked baggage screening, passenger security screening checkpoint, aircraft parking positions (both contact gates and remote positions), passenger holdrooms, and baggage claim
    - Landside: prepare requirements for public parking (including consideration of multiple products types), employee parking, rental car ready/return parking, rental car support facilities, terminal curbside, access roadways, and ancillary facilities such as cell phone lots to identify opportunities relative to capacity, access, and safety
    - General aviation: prepare general aviation requirements for based and transient aircraft, including tie-downs, T-hangars, and conventional hangars; apron, terminal and administration space, aircraft maintenance functions, and other required space through consultation with tenants
    - Air cargo: prepare requirements for air cargo facilities serving integrated express carriers (i.e. FedEx, UPS), passenger airline belly cargo (i.e., American, Delta), and third-party providers/all-cargo carriers (i.e., Atlas Air, Key Lime), including warehouse space, ground service equipment (GSE) storage, truck and auto parking,

    - and aircraft parking positions for the anticipated aircraft fleet and GSE expected to use the air cargo facility
    - Support facilities: prepare requirements for airport maintenance and support facilities, including those serving utilities, Aircraft Rescue and Firefighting (ARFF), and U.S. Customs and Border Protection (CBP) facilities
- Document the facility requirements in Working Paper 3

Deliverables:

- Working Paper 3 summarizing the facility requirements
- Workshop 4 materials

F. ALTERNATIVES DEVELOPMENT AND EVALUATION

The objective of Element F is to develop development alternatives that address the identified facility requirements and evaluate the alternatives against established criteria to identify the recommended development plan (and its associated concepts).

Element F includes the following tasks:

- Prepare alternatives for airfield, passenger terminal, landside, general aviation, cargo, and support facility improvements, which may include the following components:
    - Airfield: runup pad, air traffic control facilities (e.g. address line of sight issues)
    - Terminal: building reconfiguration, expansion; apron configuration, expansion
    - Landside: parking (public, employee, rental car), curbsides, access roadways, support facilities
    - General aviation: locations for conventional hangars, tie-downs, T-hangars, fixed based operators (FBOs), potential UAM/VTOL facilities, and support facilities
- Cargo: warehouses, truck/GSE parking, aircraft apron parking
- Support: ARFF location, utility redundancy, CBP facilities
- Prepare a set of evaluation criteria in line with the guiding principles established in Element A, within a framework of sustainability to address:
    - Forecast demand;
    - High levels of customer (passengers, tenants, employees) service;
    - Economic viability;
    - Operational efficiency;
    - Natural resource conservation; and
    - Social responsibility

- Combine the alternatives for each individual airport function for integrated development alternatives, refine as necessary
- Conduct Workshop 5 with the Authority to review the longlist of alternatives
- Refine the alternatives and conduct primary screening of the longlist of alternatives, using criteria that evaluate the alternatives for consistency with goals and objectives and Authority priorities
- Conduct Workshop 6 with the Authority to review the shortlist of alternatives
- Conduct secondary screening of alternatives, using a relative comparison of their performance against one another, using the criteria within the aforementioned sustainability framework
- Workshop 7 with the Authority to refine the preferred alternative, which will become the recommended development plan
- Identify the recommended development plan and prepare the program of individual projects that comprise it
- Document the alternatives formulation and evaluation in Working Paper 4

Deliverables:

- Working Paper 4 summarizing the alternatives evaluation and identification of preferred alternative
- Workshop 5, 6, and 7 materials

G. IMPLEMENTATION PLAN

The objective for Element G is to provide the Authority a phased program for capital development, along with order of magnitude cost estimates and a requisite financial plan.

Accordingly, Element G includes the following tasks:

- Review the Authority's recent annual financial results, to include annual revenues, operating expenses, and debt service
- Provide benchmark information on key financial metrics such as airline cost per enplaned passenger, and airport debt per enplaned passenger
- Review the profile of the Authority's existing debt obligations, to understand when there is likely to be additional flexibility to fund new capital improvements
- Review the Authority's agreements with tenants--such as: airline leases, terminal concession agreements, parking and rental car agreements, FBO agreement—to develop understanding of key inputs to the implementation plan:
    - Terms of agreements (in years) and when they might be renewed and/or renegotiated

    - Revenue-generating capacity of the different elements of airport activity
    - Any constraints or other factors material to airport development projects
- Develop a detailed capital improvement program (CIP) for each PAL, including enabling projects
    - Prepare for each individual project in the CIP:
        - A concise statement as to the purpose of the project and trigger with regard to demand (where demand is the driver)
        - A probable order of magnitude capital cost estimate for the project
        - Any expected implication for annual operating expenses
        - Any operational benefits for tenants (i.e. airlines) that can be quantified in financial terms
        - A summary of the environmental review likely necessary for each project
    - Prepare phasing diagrams that depict the airport terminal and landside facilities at each PAL and interim phases between the PAL (if any)
    - Prepare a financial plan for the CIP, including eligibility for federal funds and passenger facility charge (PFC) backed funding
- Review the capital funding costs by phase
    - Review the proposed schedule of annual capital costs in relation to the Authority's financial capacity
    - Consider alternatives for the phasing of major capital improvements
- Identify funding sources
    - Based on eligibility of project type and priority for funding source
    - Consider the possibility for third-party funding sources
- Prepare a comprehensive funding plan by phase and funding source
    - Summarize funding needs and sources in 5-year increments
    - Present a conservative view of funding sources, with commentary on potential future sources (e.g. potential increase in PFC charge level)
    - Prepare information on the projected future financial metrics
- Identify additional capital improvement projects that are not specifically part of the recommended development plan but which are compliance or safety driven, such as: airfield lighting generator; omni-directional beacon
- Identify the potential environmental impacts associated with the recommended development plan

- Identify the environmental permitting requirements and follow-on studies to be prepared to implement the first 10-years of the capital improvement program
- Document the environmental overview in Working Paper 5
- Refine the recommended development plan based upon discussions in Workshop 8
- Conduct Workshop 8 to review the financial plan

Deliverables:

    - Working Paper 5 summarizing CIP, requisite financial plan, and phasing exhibits
    - Workshop 8 materials
    - Public open house materials, including a fact sheet

H. AIRPORT DEVELOPMENT PLAN DOCUMENTATION

The objective of Element H is to compile the Working Papers into a concise graphical summary depicting the ADP.

Element H includes the following tasks:

- Prepare a summary of the ADP which is graphical in nature and may provide for interactive web-based elements/dashboards conveying the vision of the future development (expected to be approximately 6 to 10 pages of content with multiple pages dedicated to a depiction of the recommended plans)
- Prepare a simplified version of the future Airport Layout Drawing (ALD) from the ALP plan set with graphical enhancements for communications with the public, key stakeholders, et cetera
- Compile the working papers generated in previous tasks into a narrative report to document the basis for the ADP and associated CIP

I. AIRPORT LAYOUT PLAN (ALP) & EXHIBIT A UPDATE

The objective of Element I is to prepare an Airport Layout Plan (ALP) that meets the requirements of the latest Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5300-13, *Airport Design*, and Standard Operating Procedure (SOP) 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* and SOP 3.0, *FAA Review of Exhibit 'A' Airport Property Inventory Maps.*

Element I includes the following tasks:

- Prepare the existing conditions drawings of the ALP during the strategic assessment element
- Prepare a "storyboard" version of the ALP for discussion with the FAA and the Authority to obtain consensus on the future ALP set

- Prepare future condition drawings of the ALP based upon the recommended development plan
- Conduct meeting with the FAA to review the preliminary draft ALP
- Submit draft ALP for FAA review in accordance with SOP 2.0
- Revise draft ALP for final submission to the FAA
- Prepare an Exhibit A update in accordance with SOP 3.0, focused on land acquisition since 2009
- Conduct Workshop 10 to review draft ALP with the Authority

Deliverables:

- Design plans on 22”x34” sheets will be prepared in accordance with current FAA guidelines and Advisory Circulars and delivered in AutoCAD 2020 (or ESRI GIS)
- Five (5) copies of the ALP for approval routing.
    - Upon final approval by GJT and FAA, two (2) copies will be provided to the Authority, two (2) copies will be forwarded to the FAA, and one (1) copy will be retained by the Consultant.
    - The consultant will reproduce ten (10) hard/paper copies of the final approved ALP for the City and Airport. The consultant will also provide the Authority with digital copies of the ALP and files in PDF, and AutoCAD (or GIS)

* * * * * *

ELEMENT I SUPPLEMENTAL INFORMATION: AIRPORT LAYOUT PLAN (ALP) & EXHIBIT A

After identifying the Airport Development Plan (ADP) for the Grand Junction Regional Airport, the consultant shall prepare an Airport Layout Plan (ALP) that meets the requirements of the latest Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5300-13, *Airport Design*, and Standard Operating Procedure (SOP) 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* and SOP 3.0, *FAA Review of Exhibit ‘A’ Airport Property Inventory Maps*. A copy of both the SOP 2.0 and SOP 3.0 checklists are attached for reference. As contained in AC 150/5070-6B, *Airport Master Plans,* and in accordance with SOP 2.0, this ALP will include the following sheets: Cover Sheet, Airport Layout Plan (existing and future), Airport Data Sheet, Airport Airspace Drawing(s), Inner Portion of the Approach Surface Drawing(s), Runway Departure Surface Drawing(s), Terminal Area Plan(s), Land Use Drawing, and Exhibit “A” Airport Property Map.

As part of Element I, the following tasks will be completed with respect to the ALP:

- Identification and collection of pertinent existing data from the Airport, City of Grand Junction, Mesa County, and/or the State of Colorado will be performed. This data will be used to establish the base file data for the ALP Update. Data to be obtained from various sources includes:
    - Current Airport Layout Plan from 2009 – Electronic files (Computer Aided Design (CAD) in AutoCAD or Geographic Information System (GIS)).
    - 2017 (AIP 55) GIS Survey and Airport Airspace Analysis for Runway 11-29 from the FAA's Airport Data and Information Portal (ADIP).
    - Aerial Imagery: Most recent and highest quality available.
    - As-Built Design Files for projects completed after the 2009 approved ALP. Format of these design files will be AutoCAD/MicroStation or GIS.
    - Ground contour and elevation data.
    - Airport property data (parcels, deeds, etc.) that would alter the Property Map that was a part of the 2009 approved ALP.
- The Authority will provide CAD and GIS files from previously approved ALP sets
- In order to identify potential changes to on and off-airport facilities, roads, and other items with vertical components, the consultant shall gather available data to be used to update the ALP base file and evaluate the data against airport/airspace structure in order to identify existing obstructions to the airspace associated with the Airport. The airspace surfaces to be evaluated are documented in the SOP 2.0 checklist.
- Much of the data collected for development of the approved GJT ALP and the 2017 FAA AGIS information for the replacement Runway 11-29 project is appreciably unchanged; however, areas to the south and east beneath the approach surfaces to Runways 4 and 29 encompass portions of the City of Grand Junction and/or Mesa County that may have undergone change since the previous data collection effort. The area of concern includes properties beneath the first 5,000 feet of each approach surface. Data collection in these specified areas will be conducted via manned or unmanned aircraft outfitted with data collection sensors that will capture photogrammetry and LiDAR data that will be used to develop an ortho-mosaic, digital stereo model, digital terrain model, contours, planimetric data, and 3D object data.
- The ALP set will be developed using standardized paper size, layer structure, line types, and plot styles. It will be developed using the best available spatial data and will comply with the FAA SOP 2.0 Checklist which will be completed and submitted with the ALP to the FAA for review and approval. One paper copy of the draft ALP will be submitted to the FAA and 5 copies will be provided to the Authority for review and comments. The ALP drawing set will include the following drawings:
    - Cover Sheet

- Airport Layout Plan (existing, future, ultimate)
- Airport Data Sheet
- Airport Airspace Drawing(s)
- Inner Portion of the Approach Surface Drawings
- Runway Departure Surface Drawings
- Terminal Area Plans
  - Passenger Terminal
  - General Aviation and Air Cargo Areas
- Land Use Drawing
- Updated Exhibit "A" Airport Property Map

As part of Element I, the following tasks will be completed with respect to the Exhibit A:

- Reviewing the 2009 Exhibit "A" Property Map with GJT staff and against existing property data housed within the Mesa County GIS.
- Research and collect all title work and deeding for new properties/parcels (fee and easement) that have changed since the 2009 Property Map; and,
- Validate the existing boundary survey of the airport fee-simple property.

The team will work with GJT stakeholders that develop and document data needs and will create or convert relevant ALP data to FAA compliant GIS data and attribution. Given the runway replacement project, this project does not include the full complement of FAA AGIS compliant survey and data deliverable.

Deliverables:

- Design plans will be prepared in accordance with current FAA guidelines and Advisory Circulars.
  - Delivered in AutoCAD 2020 or ESRI GIS
  - Plans will be prepared on 22"x34" sheets
- Five (5) copies of the ALP for approval routing.
- Upon final approval by GJT and FAA, two (2) copies will be provided to the Authority, two (2) copies will be forwarded to the FAA, and one (1) copy will be retained by the Consultant.
- The consultant will reproduce ten (10) hard/paper copies of the final approved ALP for the Authority. The consultant will also provide the Authority with digital copies of the ALP and files in PDF, and AutoCAD (or GIS)

The fee for the scope of services is $1,029,914 to be paid on a time and materials basis in with the On-Call Terminal & Landside Planning Professional Services Agreement, between the Grand Junction Regional Airport Authority and InterVISTAS Consulting Inc.

AUTHORITY:	**CONSULTANT**:
Grand Junction Regional Airport Authority	InterVISTAS Consulting Inc.
By: ______________________	By: ______________________
Name: ______________________	Name: Brian Mohr
Title: ______________________	Title: President, InterVISTAS Consulting Inc.

Prepared by:

InterVISTAS Consulting Inc.
66 Bovet Road, Suite 370
San Mateo, CA 94402

www.intervistas.com

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Garver Work Order No. 14 for Runway 4/22 Rehabilitation Design
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Approve Garver Work Order No. 14 for $393,113 to fund the design of Runway 4/22 rehabilitation and authorize the Executive Director to sign the work order and associated change orders in accordance with the Authority's Procurement Policy.
SUMMARY:	This work order represents services to be performed by Garver to design the rehabilitation work to be performed on Runway 4/22. The scope of services includes surveying and geotechnical services to determine the extent of construction services needed, the actual design and specifications of construction to be performed, and bidding support services to identify a contractor. This work order will be funded 76% by the $300,000 CDOT Aeronautical Board Grant that was accepted at the May 18, 2021 meeting and the remaining 24% will be funded locally. We expect that CDOT will fund the actual construction costs to rehabilitate the runway in 2023-2024. GJRAA Staff worked with RS&H to complete an independent fee estimate (IFE) to evaluate the proposed hours and project cost proposed by Garver for this project. The proposed fee from Garver was lower than the amount projected by the IFE and deemed reasonable.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	**Total Cost - $**393,113 CDOT Grant funding - $300,000 GJRAA Local Match - $93,113
ATTACHMENTS:	Garver Work Order No. 14
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8581

WORK ORDER NO. 14
Grand Junction Regional Airport Authority
Grand Junction, Colorado
Project No. 21A25301

This WORK ORDER ("Work Order") is made by and between the **Grand Junction Regional Airport Authority** of **Grand Junction, Colorado** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on May 18, 2017 (the "Agreement").

Under this Work Order, the Owner intends to design and bid **Runway 4-22 Rehabilitation** (**Design and Bidding**):

- Rehabilitate Runway 4-22 and Connector Taxiway Asphalt Pavement
- Rehabilitate Runway 4-22 and Connector Taxiway Edge Lighting System

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 The scope of engineering services is described in Appendix A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$18,500.00	LUMP SUM
Geotechnical Services	$54,713.00	LUMP SUM
Engineer's Design Report	$87,700.00	LUMP SUM
Preliminary Design	$99,200.00	LUMP SUM
Final Design	$109,600.00	LUMP SUM
Bidding Services	$17,900.00	LUMP SUM
Project Closeout Services	$5,500.00	LUMP SUM
TOTAL FEE	$ 393,113.00	

The lump sum amount to be paid under this Work Order is 393,113.00. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Work Order. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 1 – Scope of Services, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the rates shown in this Appendix B for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July, 2022.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Fee Summary
- 3.1.3 Appendix C – Certification of Engineer

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICIES AND EXHIBITS, shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

Grand Junction Regional Airport Authority	GARVER, LLC
By: ______________________ *Signature*	By: Colin Bible *Signature*
Name: ______________________ *Printed Name*	Name: Colin Bible *Printed Name*
Title: ______________________	Title: Senior Project Manager
Date: ______________________	Date: 6/9/2021

EXHIBIT A
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to Runway 4-22 at Grand Junction Regional Airport. Improvements will consist primarily of rehabilitation of asphalt pavement, and runway lighting system as shown in the Project Scope Exhibit.

- Project Administration
- Surveying Services
- Geotechnical Services
- Design Services
    - Engineer's Design Report
    - 60% Preliminary Design
    - 95% Final Design
    - 100% Issued for Bid
- Bidding Services
- Project Closeout Services

A.1 Project Administration

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

Garver will assist in development of grant reimbursement packets for review, execution, and submittal to CDOT by the Owner.

A.2 Surveying Services

A.2.1 Design Surveys

River City Consultants, Inc. (River City), as a subconsultant to Garver, will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will completed badge training at the Airport prior to conducing survey.

River City will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

A.2.2 Property Surveys

Not Applicable.

A.2.3 Easement Development

Not Applicable.

A.3 Geotechnical Services

Yeh and Associates, Inc. (Yeh), as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

Yeh will provide services as provided within Exhibit 2 to include 19 pavement borings extended to a depth of 10 ft below existing grade, 21 pavement cores, 3 sample test bits for bulk sample collection.

Laboratory testing will be performed and include (as applicable) sieve gradations, hydrometer, Atterberg limits, moisture content, soil classification, density, three-point CBR values, standard Proctor, cured Marshall stability tests and unconfined compressive strength. A summary report will be provided including test boring locations, summary of existing pavement characteristics at bore locations, photographs of retrieved cores, recommendations for Full Depth Reclamation (FDR) by stabilizing with Portland cement and emulsified asphalt, laboratory testing summary and general conditions and findings. Recommendations will be provided for general construction and subgrade improvements where necessary.

A.4 Drainage Study

Not Applicable.

A.5 Design Services

A.5.1 General

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the CDOT office from which approval must be obtained.

A.5.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.5.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

A.5.4 Environmental Coordination

Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project.

A.5.5 Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives. Airspace cases will be submitted for temporary construction equipment, permanent construction and CSPP.

A.5.6 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

A.5.7 Existing Conditions Review

A.5.7.1 Record Document Review

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.5.7.2 Site Visits

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

A.5.8 Pavement Design

Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator / Airport Master Plan. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen.

A.5.9 Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – II
- Aircraft Approach Category (AAC) – B
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – Cessna Citation 550

A.5.10 Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each runway and taxiway alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

A.5.11 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes. Stormwater Management Plans will be included in the construction documents. Garver will facilitate obtaining a construction stormwater permit as part of the construction phase services work order.

A.5.12 Airfield Electrical

A.5.12.1 Airfield Lighting and Signage

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway and taxiway edge lighting, and electrical vault modifications. Edge lighting will consist of new light fixtures and cans, conduit and cable, and vault equipment. Improvements to the PAPI system are not anticipated and will be considered additional work.

A.5.13 Utility Design and Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

A.5.14 Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase			
	EDR	60% Preliminary	90% Final	100% Issued for Bid
Cover Sheet		X	X	X
Sheet Index		X	X	X
General Notes		X	X	X
Project Layout Plan	X	X	X	X
Survey Control Plan		X	X	X
Construction Safety Plans	X	X	X	X
Construction Safety Details		X	X	X
Existing Conditions Plans		X	X	X
Erosion Control Plans			X	X
Erosion Control Details			X	X
Demolition Plans		X	X	X
Demolition Details			X	X
Typical Sections	X	X	X	X
Paving Plans		X	X	X
Paving Details			X	X
Grading Plans		X	X	X
Grading Details			X	X
Pavement Marking Plans		X	X	X
Pavement Marking Details			X	X
Miscellaneous Details			X	X
Electrical Notes		X	X	X
Lighting Removal Plans		X	X	X
Lighting Installation Plans		X	X	X
Lighting Details			X	X
Power and Control Diagrams			X	X
Cross Sections			X	X

A.5.15 Specifications and Contract Documents

A.5.15.1 Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

A.5.15.2 Construction Contract Documents

Garver will develop construction contract documents based on the previously distributed Owner provided template. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.5.16 Engineer's Report

Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Scope of Work
  - Project Background & Executive Summary
- Photographs
- Life Cycle Cost Analysis
- Design Standards
- Environmental Protection
- Soils and Grading
- Drainage
- Pavement Design
- Pavement Marking
  - Fleet Mix
  - Summary of Design Calculations
  - Rehabilitation Design
- Signage
- Lighting
- NAVAIDs
- Impacts to FAA Owned Facilities
- Non-AIP Work
- Engineer's Estimate
- Modifications of Standards (MOS) (N/A)
- Disadvantaged Business Enterprise (DBE) Participation (N/A)
- Buildings (N/A)
- Equipment
- Construction Safety and Phasing Plan (CSPP)
- Miscellaneous Work Items
- Predesign Meeting Minutes
- Appendices

A.5.17 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.5.18 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

A.5.18.1 Engineer's Design Report

Garver will develop Engineer's Design Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the Engineer's Design Report and to receive Owner comments and direction.

A.5.18.2 60% Preliminary Design

Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.5.18.3 90% Final Design

Garver will develop 95% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 95% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.5.18.4 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within one week.

A.6 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner and Contractor.

A.7 Construction Administration Services

Not Applicable.

A.8 On-Site Resident Project Representative Services

Not Applicable.

A.9 Materials Testing Services

Not Applicable.

A.10 Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for CDOT grant closeout.

A.11 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. Engineer's Design Report to the Owner.
    a. One hard copy to the Owner.
2. 60% Preliminary Design Plans, Specifications, and Report to the Owner, and affected Utilities.
3. 95% Final Design Plans, Specifications, and Report to the Owner.
4. 100% Issued for Bid Plans, Specifications, and Report to the Owner.
5. Other electronic files as requested.

A.12 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Development of modification of standard (MOS) for FAA standard specifications.
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Retaining walls or other significant structural design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and obtaining construction stormwater permit will be included in future Construction Phase Services.
8. Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

A.13 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
Engineer's Design Report	60 Days from Agreement Execution
60% Preliminary Design	45 Days from Receipt of Engineer's Design Report Comments
95% Final Design	45 Days from Receipt of 60% Preliminary Design Comments
100% Issued for Bid	14 Days from Receipt of 95% Final Design Comments
Bidding Services	To Be Coordinated During Design

Appendix B

Grand Junction Regional Airport Authority
Runway 4-22 Rehabiliation (Design and Bidding)

FEE SUMMARY

Title I Service	Estimated Fees
Surveying Services	$ 18,500.00
Geotechnical Services	$ 54,713.00
Engineer's Design Report	$ 87,700.00
Preliminary Design	$ 99,200.00
Final Design	$ 109,600.00
Bidding Services	$ 17,900.00
Project Closeout Services	$ 5,500.00
Subtotal for Title I Service	**$ 393,113.00**

APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT
STATE: COLORADO

CERTIFICATION OF ENGINEER

I hereby certify that I am Colin Bible and duly authorized representative of the firm of GARVER, LLC, whose address is 5251 DTC Pkwy, Ste 420, Greenwood Village, CO 80111, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By Colin Bible

DATE:

6/9/2021

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution 2021-005 Adopting the Amended and Restated Bylaws of the Grand Junction Regional Airport Authority
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Adopt Resolution 2021-005 to adopt the proposed amendments to the Grand Regional Airport Authority Bylaws to conform to current practice, ensure consistency with state law, and simplify and clarify language.
DISCUSSION:	The proposed amendments to the GJRAA Bylaws were discussed at the May 4, 2021 Board Workshop, presented for public comment, and adopted for the first time at the May 18, 2021 Board meeting. 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 Marshall and Commissioner Velarde to draft and review the revisions. This presentation represents the second presentation of the amendments for approval in accordance with Article 6.3 of the current bylaws. Notice of the amendment has been advertised before each of the meetings and have been posted on the website for public review and comment.
REVIEWED BY:	Executive Director, Governance Committee, and Legal Counsel
FISCAL IMPACT:	N/A
ATTACHMENTS:	1. Resolution 2021-005 2. Matrix of Proposed Amendments to Bylaws 3. DRAFT Bylaws including proposed amendments 4. Red-line document showing detail of proposed amendments
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588

RESOLUTION NO. 2021-005
RESOLUTION OF THE BOARD OF COMMISSIONERS
ADOPTING THE AMENDED AND RESTATED BYLAWS
OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

WHEREAS, the Grand Junction Regional Airport Authority ("GJRAA") is the owner and operator of the Grand Junction Regional Airport ("Airport"), located in Grand Junction, Colorado; and

WHEREAS, GJRAA was formed by the City of Grand Junction, Colorado and the County of Mesa, Colorado, acting in combination pursuant to C.R.S. § 41-3-101, *et. seq*., known as the "Public Airport Authority Act"; and

WHEREAS, the City of Grand Junction, by Ordinance 1388 (dated March 20, 1971), acting jointly with the County of Mesa, directed as follows: "At the first meeting of the Board of Commissioners, there shall be adopted By-laws of the Authority, which By-Laws shall designate the officers of the Authority, the time and place for all regular meetings of the Board and shall prescribe the powers and duties of the officers and the Authority, not inconsistent with law, and other details in connection with the Airport Authority."

WHEREAS, GJRAA consistently has maintained, implemented and updated its Bylaws, the most recent version of which is entitled "Amended and Restated Bylaws & Rules of the Grand Junction Regional Airport Authority", adopted on May 19, 2015; and

WHEREAS, the Board of Commissioners has worked with GJRAA staff and counsel to identify amendments to the Bylaws to conform to current practice, ensure consistency with state law, and benchmark against other airport authorities; and

WHEREAS, the Bylaws Section 6.3 (Amendment) provides, "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, provided that notice of the subject of the proposed amendment(s), and announcing its availability for review, is published between three (3) and seven (7) days prior to each such meeting in a newspaper of general circulation in Mesa County"; and

WHEREAS, the GJRAA has complied with the procedural requirements to amend the Bylaws, including by (1) presenting and discussing the amended Bylaws at the Board Workshop on May 4, 2021; (2) publishing public notice of the Board's consideration of the amended Bylaws; (3) holding a public hearing and approving the amended Bylaws at the Regular Meeting on May 18, 2021; and (4) providing public notice of the second action by the Board on the amended Bylaws to be considered at the Regular Meeting on June 15, 2021.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The attached document entitled "Amended and Restated Bylaws of the Grand Junction Regional Airport Authority" is hereby adopted and, on and after June 15, 2021, shall constitute the operative Bylaws of the GJRAA. The Board and Airport Staff hereafter shall act in conformance with the Bylaws.

2. The Board directs the Airport Executive Director to post the Bylaws on the Airport Authority website and to make the Bylaws available in the Airport Administration Office.

3. The Board hereby repeals the "Amended and Restated Bylaws & Rules of the Grand Junction Regional Airport Authority", adopted May 19, 2015, and any prior documents with the same or similar title, and any such documents no longer shall be effective, provided that past actions of the Board shall be considered according to the version of the Bylaws then in effect.

4. Any further amendments to the Bylaws must conform to the procedural requirements prescribed in attached Bylaws, provided that the Board Chair is authorized to direct the correction of any typographical or clerical errors that may be identified in the attached Bylaws.

5. Nothing in this Resolution or the attached Bylaws shall be construed to create a cause of action or right of action by any third party, except as may exist under law.

PASSED AND ADOPTED this ______ day of _____________________, 2021.

Board Members Voting AYE	Board Members Voting NAY
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

____

ATTEST:

Chairman

____

Clerk

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

ARTICLE I: Statement of Authority

1.1. PURPOSE OF AUTHORITY. 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. CREATION AND LEGAL STATUS. 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. PRINCIPAL OFFICE. 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. 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. SELECTION AND QUALIFICATION OF COMMISSIONERS. 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. TERM. 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. VACANCIES. 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. COMPENSATION. No Commissioner shall receive compensation for serving on the Board or as an employee of the Authority.

ARTICLE III: Meetings

3.1. REGULAR MEETINGS. 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. EXECUTIVE SESSIONS. 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. SPECIAL MEETINGS. 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. EMERGENCY MEETINGS. 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. NOTICE OF MEETING. 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. REMOVAL. 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. PROCEDURE. 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, Clerk 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. VICE CHAIRMAN. 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. TREASURER. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.

4.1.4. 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; 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. ELECTION OR APPOINTMENT AND TERM. 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. REMOVAL. Any officer may be removed by an affirmative vote of a majority of Commissioners.

4.4. VACANCY. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

4.5. COMMITTEES OF THE BOARD. 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. EMPLOYEES. 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. RELATIONSHIP BETWEEN BOARD AND STAFF. 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. DELEGATION. 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 interests of the Authority.

ARTICLE VI: Miscellaneous

6.1. SEAL. 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. FISCAL YEAR. 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. AMENDMENT. 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.

4/29/21, 9:47:36 AM

Compare Results

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By-Laws Current.pdf	versus	**Acr608255364544759829357.tmp**
6 pages (110 KB)		**5 pages (121 KB)**
4/26/21, 10:35:40 AM		4/29/21, 3:45:35 PM

Total Changes

209

Content

69 Replacements

11 Insertions

21 Deletions

Styling and Annotations

108 Styling

0 Annotations

Go to First Change (page 1)

AMENDED AND RESTATED BYLAWS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Adopted _________, 2021

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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.

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2.4. VACANCIES. 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.

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3.4. EMERGENCY MEETINGS. 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. NOTICE OF MEETING. 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. REMOVAL. 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. PROCEDURE. 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, Clerk 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. VICE CHAIRMAN. 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. TREASURER. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.

4.1.4. 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; 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. ELECTION OR APPOINTMENT AND TERM. 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. REMOVAL. Any officer may be removed by an affirmative vote of a majority of Commissioners.

4.4. VACANCY. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

4.5. COMMITTEES OF THE BOARD. 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. EMPLOYEES. 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. RELATIONSHIP BETWEEN BOARD AND STAFF. 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. DELEGATION. 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 interests of the Authority.

ARTICLE VI: Miscellaneous

6.1. SEAL. 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. FISCAL YEAR. 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. AMENDMENT. 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.

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Grant Application – Airport Coronavirus Response Grant Program (ACRGP) Concession Relief
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Authorize the Executive Director to sign the ACRGP application for $53,547 to provide relief from rent and minimum annual guarantees to on-airport car rental and in-terminal concessions.
SUMMARY:	The FAA is providing concession relief funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) for airport sponsors to relieve rent and minimum annual guarantees, proportionally, to on-airport car rental, on-airport parking and in-terminal concessions. The objective of the program is to enable airports to provide relief to concessionaires that have suffered decreases to revenue as a result of the decline in passenger traffic from the COVID-19 pandemic. The relief will be allocated among eligible concessionaries proportionately based on their contribution to airport revenues during a baseline, pre-pandemic period. The Airport Authority will have to define a mechanism to provide relief to the eligible concessionaires under our existing contracts and separately seek reimbursement from the FAA. Additional relief funds for in-terminal concessions are authorized under the American Rescue Plan Act, and the Authority also plans to apply for and administer a grant under that program (once the FAA releases individual airport allocations and further instructions).
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	The net impact to the financial statements of the authority is essentially $0 as the grant funds received will be used to offset the reduction in the amount of rents and charges collected from on-airport concessionaires. The grant will include a nominal amount ($1,070) that may be retained by the Airport Authority as an administrative fee. Federal Grant - $53,547
ATTACHMENTS:	1. Matrix Summary of Relief Grants 2. FAA Grant Application
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588

COVID RELIEF AIRPORT GRANT PROGRAMS

	CARES Act (4/20)	CRRSAA (12/20)	ARPA (3/21)
Title	Coronavirus Aid, Relief, and Economic Security Act	Coronavirus Response and Relief Supplemental Appropriations Act	American Rescue Plan Act
Citation	H.R. 748, Div. B, Title XII	H.R. 133, Div. M, Title IV	H.R. 1319, Sec. 7102
Total Amount	$10B	$2B	$8B
Grant Program	CARES Act Grants	Airport Coronavirus Response Grant Program	Airport Rescue Grants
Eligibility	All sponsors of airports in the NPIAS	All sponsors, except sponsors receiving more than 4X operating expenses under CARES Act	All sponsors, except sponsors receiving more than 4X operating funds in COVID relief in FY20
Source of Funding	General Fund	General Fund	General Fund
Funding Formula (Commercial Service)	Enplanements, Debt, Debt Service Coverage	Entitlement formula, enplanements, unallocated CARES Act	Entitlement formula, enplanements
Operating Costs	Yes	Yes	Yes
Debt Service	Yes	Yes	Yes
Capital Construction	Yes, with Development Addendum	Yes, if associated with combatting the spread of pathogens at the airport, with Development Addendum	Yes, if associated with combatting the spread of pathogens at the airport, with a Development Addendum
Concession Relief	No	Yes, for on-airport car rental, on-airport parking and in-terminal concessions	Yes, for in-terminal concessions only
Includes Supplemental AIP	Yes	No	Yes
Employee Retention Requirement	Yes	Yes	Yes
Application Deadline	Open	June 30, 2021	TBD
Period of Performance	4 years from date of acceptance	4 years	4 years
FAQs	https://www.faa.gov/airports/cares_act/media/cares-act-airport-grants-faqs.pdf	https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210409.pdf	
GJT Allocation	Grant - $5,679,740 Supplemental AIP - $1,347,478 Concession Relief - $0	Grant - $2,165,017 Supplemental AIP - $0 Concession Relief - $53,547	Grant - TBD Supplemental AIP (as of 6/10/21) - $807,497 Concession Relief - TBD

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier:
NA	GJT (Grand Junction Regional) Grand Junction, CO

*5b. Federal Entity Identifier:	*5b. Federal Award Identifier:
08-0027	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City Gr.Junc./Co.Mesa/Walker Fld.Pub.AirportAuth.

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
84-6111114	15-613-5394

d. Address:

*Street 1: 2828 Walker Field Drive
Street 2:
*City: GRAND JUNCTION
County/Parish:
*State: CO
Province:
*Country: USA: United States
*Zip / Postal Code 81506

e. Organizational Unit:

Department Name:	Division Name:

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

Prefix: Ms. *First Name: Angela
Middle Name:
*Last Name: Padalecki
Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 970-248-8588 Fax Number:

*Email: apadalecki@gjairport.com

Application for Federal Assistance SF-424

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

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

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

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

$53,547 To provide relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 3 *b. Program/Project: 3

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

17. Proposed Project:

*a. Start Date: NA *b. End Date: NA

18. Estimated Funding ($):

*a. Federal	$53,547.
*b. Applicant	$0
*c. State	$0
*d. Local	$0
*e. Other	$0
*f. Program Income	$0
*g. TOTAL	$53,547.

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

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

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

____

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: _______________ *First Name: __________________________

Middle Name: ______________________________

*Last Name: ______________________________

Suffix: _______________

*Title:

*Telephone Number: Fax Number:

* Email:

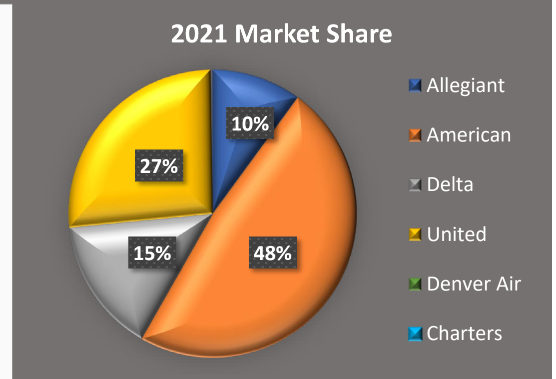
*Signature of Authorized Representative: *Date Signed:

GRAND JUNCTION REGIONAL AIRPORT

April 2021

DATA & STATISTICS

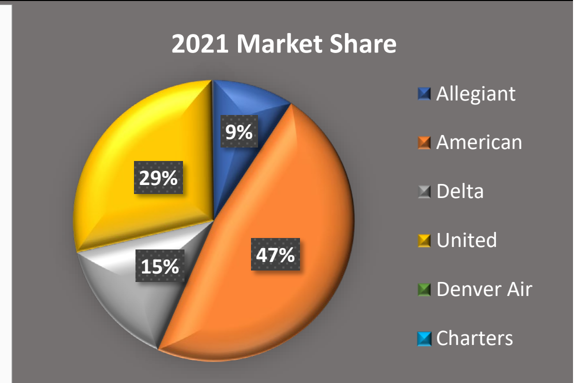
Passenger Enplanements (Rev & Non-Rev only)



2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	939	4,854	1,603	2,731	0	0	10,127	-55.0%
FEB	1,194	5,135	1,681	3,275	0	150	11,435	-47.2%
MAR	1,880	7,492	2,486	4,134	0	0	15,992	28.3%
APR	1,675	9,768	2,846	4,718	0	0	19,007	1523.1%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	**5,688**	**27,249**	**8,616**	**14,858**	**-**	**150**	**56,561**	
Market Share	10.06%	48.18%	15.23%	26.27%	0.00%	0.27%	100.00%	

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
TOTAL	**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%

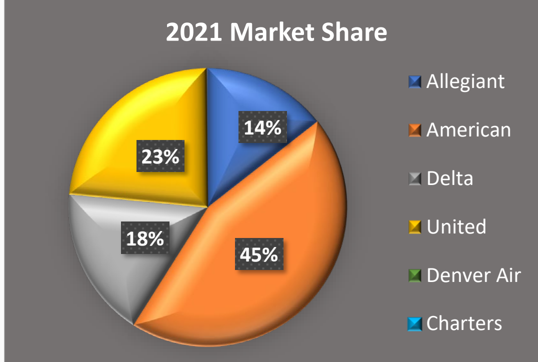
Passenger Deplanements



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	-41.2%
MAR	1,826	7,840	2,632	4,857	0	0	17,155	26.2%
APR	1,552	9,269	2,764	4,653	0	0	18,238	1435.2%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	**5,479**	**27,970**	**8,759**	**16,787**	**-**	**150**	**59,145**	
Market Share	9.26%	47.29%	14.81%	28.38%	0.00%	0.25%	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
TOTAL	**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%

Capacity



2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	2,910	10,873	4,470	6,400	0	0	24,653	-14.7%
FEB	3,270	10,243	3,920	5,860	0	175	23,468	-15.8%
MAR	4,476	10,173	4,510	5,560	0	0	24,719	-2.9%
APR	3,552	12,522	4,326	5,100	0	0	25,500	196.1%
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	**14,208**	**43,811**	**17,226**	**22,920**	**-**	**175**	**98,340**	
Market Share	14.45%	44.55%	17.52%	23.31%	0.00%	0.18%	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
TOTAL	**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%

Load Factor

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total	Annual Inc/Dec
JAN	32%	45%	36%	43%			41%	-37%
FEB	37%	50%	43%	56%		86%	49%	-29%
MAR	42%	74%	55%	74%			65%	16%
APR	47%	78%	66%	93%			75%	61%
MAY								
JUN								
JUL								
AUG								
SEP								
OCT								
NOV								
DEC								
TOTAL	**40%**	**62%**	**50%**	**65%**	**-**	**-**	**58%**	

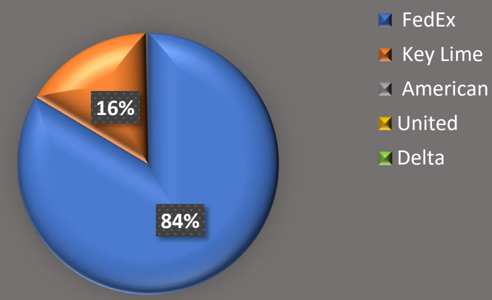
2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Delta (SLC)	United (DEN)	Denver Air	Charters	Total
JAN	73%	82%	71%	83%	51%	44%	78%
FEB	73%	83%	68%	79%	57%	85%	78%
MAR	58%	51%	41%	50%	39%		49%
APR		15%	11%	13%			14%
MAY	35%	53%	27%	30%			42%
JUN	40%	78%	44%	47%			55%
JUL	45%	85%	44%	72%			63%
AUG	37%	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%
TOTAL	**50%**	**67%**	**48%**	**65%**	**50%**	**52%**	**60%**

2021 Enplaned and Deplaned Airfreight - Lbs

2021 YTD		
Enplaned Freight	1,021,851	↓ -5.11%
Deplaned Freight	1,953,643	↑ 5.28%

2020 YTD	
Enplaned Freight	1,076,907
Deplaned Freight	1,855,749

2021 Market Share



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	245,234	22,593	107	32	1,682	269,648	1,021,851	↑ 29.7%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	**906,162**	**108,312**	**229**	**441**	**6,707**	**1,021,851**	**1,021,851**	
Market Share	88.68%	10.60%	0.02%	0.04%	0.66%	100.00%		

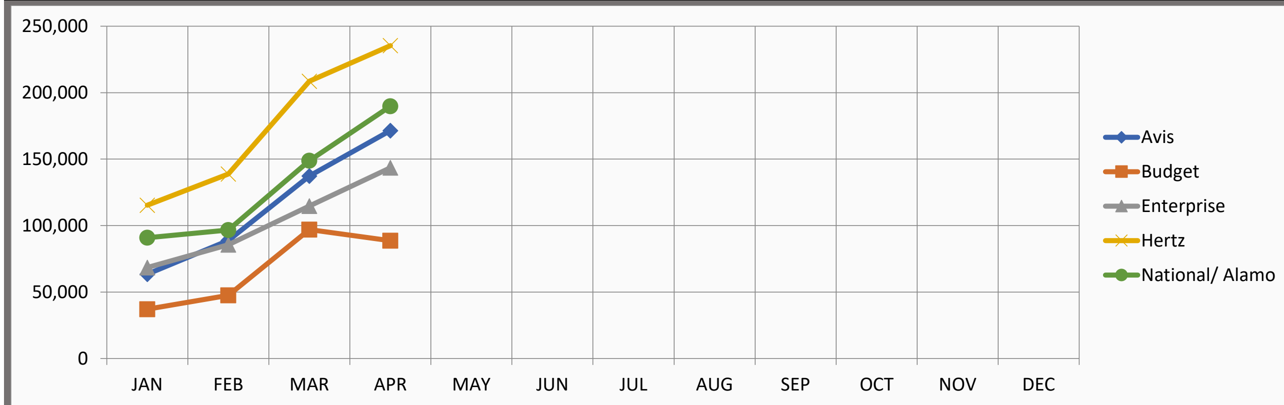
Deplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Month over Month Inc/Dec
JAN	393,875	43,681	9	321	23	437,909	437,909	↓ -8.4%
FEB	318,960	100,256	635	62	229	420,142	858,051	↓ -9.7%
MAR	476,391	102,100	84	408	35	579,018	1,437,069	↑ 33.6%
APR	390,337	125,283	705	171	78	516,574	1,953,643	↑ 7.9%
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	**1,579,563**	**371,320**	**1,433**	**962**	**365**	**1,953,643**	**1,953,643**	
Market Share	80.85%	19.01%	0.07%	0.05%	0.02%	100.00%		

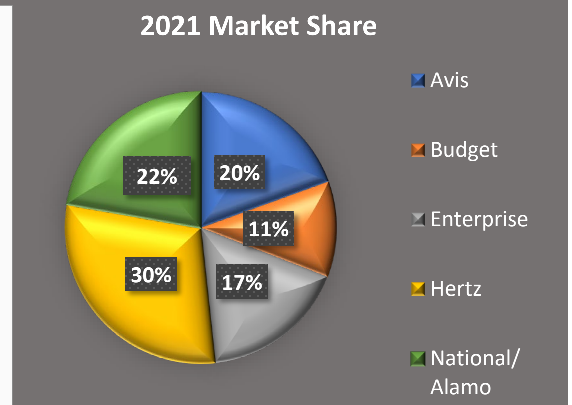
2021 Aircraft Operations

	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	517	630	1,673	74	2,894	1,284	60	1,344	4,238
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	**2,068**	**2,401**	**6,652**	**420**	**11,541**	**6,170**	**336**	**6,506**	**18,047**

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	32.08%
FEB	3,600	2,888	2,945	3,473	4,378	4,195	-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	4,238	73.97%
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**	**18,047**	

2021 Rental Car Revenues





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	-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	171,522	88,618	143,501	235,388	189,830	828,859	2,368,045	28.9%
MAY						0		
JUN						0		
JUL						0		
AUG						0		
SEP						0		
OCT						0		
NOV						0		
DEC						0		
TOTAL	**461,100**	**270,226**	**412,241**	**698,256**	**526,222**	**2,368,045**	**2,368,045**	
Market Share	19.47%	11.41%	17.41%	29.49%	22.22%	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	689,036
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,451
MAY	24,990	12,252	70,094	41,400	32,427	181,163	2,018,614
JUN	66,889	34,070	104,997	98,136	85,495	389,587	2,408,201
JUL	129,099	60,887	139,672	108,663	141,798	580,119	2,988,320
AUG	141,420	65,178	171,127	149,434	164,014	691,173	3,679,493
SEP	148,427	81,184	220,120	186,261	180,941	816,933	4,496,427
OCT	171,673	105,320	198,626	218,113	211,286	905,017	5,401,444
NOV	81,714	46,375	142,471	146,286	118,060	534,906	5,936,350
DEC	74,890	43,318	106,597	128,086	88,370	441,262	6,377,612
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: 04/30/2021

		Month			Budget Variance		Prior Year Variance	
		04/30/2021	04/30/2021	04/30/2020				
		Budget	Actual	PY Actual	Budget $ Var	Budget % Var	PY $ Var	PY % Var
	Operating revenue							
	Aeronautical revenue							
	Passenger airline revenue							
1	**Passenger airline landing fees**	**24,900**	**48,662**	**17,957**	**23,762**	**95.43 %**	**30,705**	**170.99 %**
2	Terminal rent	102,917	100,605	102,956	(2,312)	(2.25) %	(2,351)	(2.28) %
3	Other (boarding bridge)	986	1,938	1,046	952	96.55 %	892	85.28 %
	Total Passenger airline revenue	128,803	151,205	121,959	22,402	17.39 %	29,246	23.98 %
	Non-passenger airline revenue							
4	Non-passenger landing fees	8,848	10,082	8,494	1,234	13.95 %	1,588	18.70 %
5	Cargo and hangar rentals	4,608	4,615	4,561	7	0.15 %	54	1.18 %
6	Fuel tax	11,500	13,852	17,487	2,352	20.45 %	(3,635)	(20.79) %
7	**Fuel Flowage Fees and Sales**	**27,900**	**30,277**	**9,257**	**2,377**	**8.52 %**	**21,020**	**227.07 %**
8	Other (ramp parking, rapid refuel)	420	630	240	210	50.00 %	390	162.50 %
	Total Non-passenger airline revenue	53,276	59,456	40,039	6,180	11.60 %	19,417	48.50 %
	Total Aeronautical revenue	182,079	210,661	161,998	28,582	15.70 %	48,663	30.04 %
	Non-aeronautical revenue							
9	**Land and building leases**	**49,300**	**63,438**	**52,120**	**14,138**	**28.68 %**	**11,318**	**21.72 %**
10	Terminal - restaurant & retail	6,000	11,706	265	5,706	95.10 %	11,441	4,317.36 %
11	Terminal - other	15,041	15,294	15,294	253	1.68 %	-	0.00 %
12	**Rental cars**	**58,543**	**115,103**	**(12,935)**	**56,560**	**96.61 %**	**128,038**	**(989.86) %**
13	**Parking**	**66,000**	**97,347**	**4,264**	**31,347**	**47.50 %**	**93,083**	**2,183.00 %**
14	Ground Transportation	2,299	3,352	450	1,053	45.80 %	2,902	644.89 %
15	Other (advertising, security fee, vending, etc	2,950	9,391	2,232	6,441	218.34 %	7,159	320.74 %
	Total Non-aeronautical revenue	200,133	315,631	61,690	115,498	57.71 %	253,941	411.64 %
	Total Operating revenues	382,212	526,292	223,688	144,080	37.70 %	302,604	135.28 %

Grand Junction Regional Airport Authority
Statements of Changes in Net Position
Unaudited - subject to change
As of Date: 04/30/2021

		04/30/2021	4/30/2019	Variance to 2019	
		Actual	Actual	$ Var	% Var
	Operating revenue				
	Aeronautical revenue				
	Passenger airline revenue				
1	Passenger airline landing fees	48,662	46,155	2,507	5.43 %
2	Terminal rent	100,605	98,488	2,117	2.15 %
3	Other (boarding bridge)	1,938	9,083	(7,145)	(78.66) %
	Total Passenger airline revenue	151,205	153,726	(2,521)	(1.64) %
	Non-passenger airline revenue				
4	Non-passenger landing fees	10,082	7,069	3,013	42.62 %
5	Cargo and hangar rentals	4,615	4,483	132	2.94 %
6	Fuel tax	13,852	13,768	84	0.61 %
7	Fuel Flowage Fees and Sales	30,277	33,722	(3,445)	(10.22) %
8	Other (ramp parking, rapid refuel)	630	540	90	16.67 %
	Total Non-passenger airline revenue	59,456	59,582	(126)	(0.21) %
	Total Aeronautical revenue	210,661	213,308	(2,647)	(1.24) %
	Non-aeronautical revenue				
9	Land and building leases	63,438	51,831	11,607	22.39 %
10	Terminal - restaurant & retail	11,706	12,855	(1,149)	(8.94) %
11	Terminal - other	15,294	15,041	253	1.68 %
12	Rental cars	115,103	118,388	(3,285)	(2.77) %
13	Parking	97,347	131,058	(33,711)	(25.72) %
14	Ground Transportation	3,352	10,827	(7,475)	(69.04) %
15	Other (advertising, security fee, vending, etc	9,391	7,569	1,822	24.07 %
	Total Non-aeronautical revenue	315,631	347,569	(31,938)	(9.19) %
	Total Operating revenues	526,292	560,877	(34,585)	(6.17) %

Variance Explanations - April 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 April ($19,000). 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:

1 ***Passenger airline landing fees*** **–** The passenger landing fee revenue budget assumed 214 commercial landings in April 2021, and actual scheduled landings were 381 with all airlines exceeding the original budgeted projections. Additionally there were 17 diversion landings in April. As a result, passenger airline landing revenue was 95.4% above budget.

7 ***Fuel flowage fees and fuel sales*** **–** 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. Total operations in April 2021 exceeded budget and April 2019 operations by almost 74%, however, military operations account for a large portion of gallons and they were down 42% which is why revenue only exceeded budget by 8.5%.

9 ***Land & Building Leases*** **–** The increase over budget is due to a single lease that is billed annually in April but was budgeted for evenly throughout the year. Although the revenue should be recorded when earned and not when billed, an administrative decision was made not to recognize the prepaid revenue and amortize it throughout the year because the resulting prepaid value at year end is minimal and does not warrant the additional accounting work.

12 ***Rental Cars*** **-** Rental car revenue exceeded budget by more than 96% or $56K because April 2021 enplaned passengers were above budget by 61% or more than 6,900 passengers. This ongoing increase will be addressed in the reforecast for 2021.

13 ***Parking*** **-** Parking revenue exceeded budget by 47% for April 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			Budget Variance		Prior Year Variance	
		04/30/2021	04/30/2021	04/30/2020				
		Budget	Actual	PY Actual	Budget $ Remaining	Budget % Remaining	PY $ Var	PY % Var
	Operating revenue							
	Aeronautical revenue							
	Passenger airline revenue							
1	**Passenger airline landing fees**	**$ 99,600**	**$ 200,165**	**$ 188,697**	**$ 100,565**	**100.97 %**	**$ 11,468**	**6.08 %**
2	Terminal rent	411,668	406,112	417,290	(5,556)	(1.35) %	(11,178)	(2.68) %
3	Other (boarding bridge)	3,925	8,948	8,996	5,023	127.97 %	(48)	(0.53) %
	Total Passenger airline revenue	515,193	615,225	614,983	100,032	19.42 %	242	0.04 %
	Non-passenger airline revenue							
4	Non-passenger landing fees	35,392	36,167	33,175	775	2.19 %	2,992	9.02 %
5	Cargo and hangar rentals	18,294	18,301	18,011	7	0.04 %	290	1.61 %
6	Fuel tax	46,000	45,073	73,303	(927)	(2.02) %	(28,230)	(38.51) %
7	Fuel Flowage Fees and Sales	132,400	127,984	101,952	(4,416)	(3.34) %	26,032	25.53 %
8	Other (ramp parking, rapid refuel)	1,580	2,670	1,920	1,090	68.99 %	750	39.06 %
	Total Non-passenger airline revenue	233,666	230,195	228,361	(3,471)	(1.49) %	1,834	0.80 %
	Total Aeronautical revenue	748,859	845,420	843,344	96,561	12.89 %	2,076	0.25 %
	Non-aeronautical revenue							
9	**Land and building leases**	**197,200**	**210,727**	**212,831**	**13,527**	**6.86 %**	**(2,104)**	**(0.99) %**
10	Terminal - restaurant & retail	21,000	35,066	43,628	14,066	66.98 %	(8,562)	(19.63) %
11	Terminal - other	60,164	61,177	60,530	1,013	1.68 %	647	1.07 %
12	**Rental cars**	**205,428**	**337,057**	**270,784**	**131,629**	**64.08 %**	**66,273**	**24.47 %**
13	**Parking**	**251,000**	**300,921**	**390,015**	**49,921**	**19.89 %**	**(89,094)**	**(22.84) %**
14	Ground Transportation	7,881	11,623	13,442	3,742	47.48 %	(1,819)	(13.53) %
15	Other (advertising, security fee, etc.)	11,851	19,242	10,885	7,391	62.37 %	8,357	76.78 %
	Total Non-aeronautical revenue	754,524	975,813	1,002,115	221,289	29.33 %	(26,302)	(2.62) %
	Total Operating Revenues	$ 1,503,383	$ 1,821,233	$ 1,845,459	$ 317,850	21.14 %	$ (24,226)	(1.31) %

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

		04/30/2021	4/30/2019	Variance to 2019	
		Actual	Actual	$ Var	% Var
	Operating revenue				
	Aeronautical revenue				
	Passenger airline revenue				
1	Passenger airline landing fees	$ 200,165	192,059	$ 8,106	4.22 %
2	Terminal rent	406,112	393,948	12,164	3.09 %
3	Other (boarding bridge)	8,948	43,856	(34,908)	(79.60) %
	Total Passenger airline revenue	615,225	629,863	(14,638)	(2.32) %
	Non-passenger airline revenue				
4	Non-passenger landing fees	36,167	29,284	6,883	23.50 %
5	Cargo and hangar rentals	18,301	17,601	700	3.98 %
6	Fuel tax	45,073	54,938	(9,865)	(17.96) %
7	Fuel Flowage Fees and Sales	127,984	161,217	(33,233)	(20.61) %
8	Other (ramp parking, rapid refuel)	2,670	1,860	810	43.55 %
	Total Non-passenger airline revenue	230,195	264,900	(34,705)	(13.10) %
	Total Aeronautical revenue	845,420	894,763	(49,343)	(5.51) %
	Non-aeronautical revenue				
9	Land and building leases	210,727	197,961	12,766	6.45 %
10	Terminal - restaurant & retail	35,066	57,078	(22,012)	(38.56) %
11	Terminal - other	61,177	60,356	821	1.36 %
12	Rental cars	337,057	399,918	(62,861)	(15.72) %
13	Parking	300,921	499,070	(198,149)	(39.70) %
14	Ground Transportation	11,623	27,502	(15,879)	(57.74) %
15	Other (advertising, security fee, etc.)	19,242	27,917	(8,675)	(31.07) %
	Total Non-aeronautical revenue	975,813	1,269,802	(293,989)	(23.15) %
	Total Operating Revenues	$ 1,821,233	$ 2,164,565	$ (343,332)	(15.86) %

Grand Junction Regional Airport Authority
Statements of Changes in Net Position

Unaudited - subject to change

#		Year to Date			Budget Variance		Prior Year Variance	
		04/30/2021	04/30/2021	04/30/2020				
		Budget	Actual	PY Actual	Budget $ Variance	Budget % Variance	PY $ Var	PY % Var
	Operating expenses							
16	**Personnel compensation and benefits**	**$ 874,936**	**$ 776,464**	**$ 784,895**	**(98,472)**	**(11.25) %**	**(8,431)**	**(1.07) %**
17	Communications and utilities	97,080	99,964	100,272	2,884	2.97 %	(308)	(0.31) %
18	**Supplies and materials**	**129,097**	**139,818**	**140,755**	**10,721**	**8.30 %**	**(937)**	**(0.67) %**
19	**Contract services**	**248,108**	**226,464**	**196,274**	**(21,644)**	**(8.72) %**	**30,190**	**15.38 %**
20	**Repairs & maintenance**	**131,100**	**90,679**	**78,715**	**(40,421)**	**(30.83) %**	**11,964**	**15.20 %**
21	Insurance	42,000	40,758	34,711	(1,242)	(2.96) %	6,047	17.42 %
22	Training, Travel, & Air Service Development	60,836	17,374	25,986	(43,462)	(71.44) %	(8,612)	(33.14) %
23	Other Expense (marketing, professional dues, e	23,200	15,564	22,354	(7,636)	(32.91) %	(6,790)	(30.37) %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
	Total Operating expenses	1,606,357	1,407,085	1,383,962	(199,272)	(12.41) %	23,123	1.67 %
	Non-operating revenue (expenses)							
25	**Passenger facility charges**	**164,900**	**303,042**	**276,217**	**138,142**	**83.77 %**	**26,825**	**9.71 %**
26	Interest income	14,000	12,803	37,767	(1,197)	(8.55) %	(24,964)	(66.10) %
27	Interest expense	(256,168)	(255,950)	(263,458)	218	0.09 %	7,508	2.85 %
28	**Customer facility charges**	**104,715**	**158,772**	**138,180**	**54,057**	**51.62 %**	**20,592**	**14.90 %**
29	**Capital contributions**	**18,417,000**	**2,545,929**	**3,676,934**	**(15,871,071)**	**(86.18) %**	**(1,131,005)**	**(30.76) %**
29	**Capital expenditures**	**(20,803,471)**	**(2,770,878)**	**(4,305,448)**	**18,032,593**	**86.68 %**	**1,534,570**	**35.64%**
30	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
31	Other	-	-	(2,054)	-	0.00 %	2,054	(100.00) %
	Total Non-operating revenue (expenses)	(2,359,024)	(6,282)	(441,862)	2,352,742	99.73 %	435,580	98.58 %
	Excess of revenue over (under) expense	**$ (2,461,998)**	**$ 407,866**	**$ 19,635**	**2,869,864**	**116.57 %**	**388,231**	**(1,977.24) %**

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

		04/30/2021	4/30/2019	Prior Year Variance	
		Actual	Actual	$ Var	% Var
	Operating expenses				
16	Personnel compensation and benefits	$ 776,464	$ 784,578	(8,114)	(1.03) %
17	Communications and utilities	99,964	107,422	(7,458)	(6.94) %
18	Supplies and materials	139,818	172,461	(32,643)	(18.93) %
19	Contract services	226,464	181,481	44,983	24.79 %
20	Repairs & maintenance	90,679	94,701	(4,022)	(4.25) %
21	Insurance	40,758	30,415	10,343	34.01 %
22	Training, Travel, & Air Service Development	17,374	77,377	(60,003)	(77.55) %
23	Other Expense (marketing, professional dues, e	15,564	15,440	124	0.80 %
24	Contingency Expense	-	-	-	0.00 %
	Total Operating expenses	1,407,085	1,463,875	(56,790)	(3.88) %
	Non-operating revenue (expenses)				
25	Passenger facility charges	303,042	353,461	(50,419)	(14.26) %
26	Interest income	12,803	86,214	(73,411)	(85.15) %
27	Interest expense	(255,950)	(271,774)	15,824	5.82 %
28	Customer facility charges	158,772	196,432	(37,660)	(19.17) %
29	Capital contributions	2,545,929	1,209,334	1,336,595	110.52 %
29	Capital expenditures	(2,770,878)	(3,557,287)	786,409	22.11%
30	Debt principal payments	-	-	-	0.00 %
31	Other	-	-	-	0.00 %
	Total Non-operating revenue (expenses)	(6,282)	(1,983,620)	1,977,338	99.68 %
	Excess of revenue over (under) expense	**$ 407,866**	**$ (1,602,036)**	**2,009,902**	**125.46 %**

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through April 30, 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	2,198,577	2,198,577	-	0
AIP 68	Runway Design - Earthwork, Prism, and Drainage	311,956	311,956	-	0
AIP 69	Airport Development Plan	5,500	5,500		
	Total AIP Projects	**$ 2,516,033**	**$ 2,516,033**	**$ -**	**$ 0**

** Note that CARES Act and the ACGRP Grants are Available to draw down for operating costs. As of April 30, 2021, no draws have yet been made to reimburse 2021 costs incurred and revenue will be recognized as draw down requests are submitted.

2021 NON-AIP CAPITAL EXPENDITURES INCURRED

Project Description	2021 Costs Incurred
Admin Building Landscaping	12,867
Terminal Improvements - Non-Rental Car	119,560
Rental Car Area Improvements	100,273
Security System Updates	12,387
ATCT A/C Compressor	9,758
Total Non-AIP Projects	**$ 254,844**

Total Capital Expenditures YTD	**$ 2,770,878**

Variance Explanations - April 30, 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 $75,000 for revenue and $94,500 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 April 2021 passenger traffic was up 38% (about 15,100 passengers) from budget and commercial landings exceeded budget by 83%.

Operating Revenues: Operating revenues were $318k ahead of budget through April 2021 due to higher than expected commercial landings and enplaned passengers. Total budgeted operating revenue for the year is $4.88M. Through April 30, 2021, GJRAA budgeted to earn approximately 31% of the annual revenue and has actually earned approximately 37% of the annual budgeted revenue.

1 **Passenger Landing Fees -** Passenger landing fees year to date were over $100K above budgeted expectations. This positive budget variance is expected based on the current activity levels that far exceed the budget assumptions.

9 **Land and Building Leases -** The difference between budget and actual revenue is due to the timing of billings. We have some tenants that request an annual billing, rather than monthly, and the amounts are small enough that we recognized the full amount of revenue when billed, rather than recording deferred revenue and amortizing it across the rent period. We have one tenant in particular with an $11k annual rent that was billed in April.

12 ***Rental Cars*** **-** Rental Car Revenue exceeded budget year-to-date through April 2021 as a result of the higher than expected passenger traffic and increased average daily rates**.**

13 ***Parking*** **-** Parking revenue exceeded budget year to date through April 2021 due to the increase in passengers, but spending per passenger is still below the pre-pandemic levels.

Operating Expenses: Total Operating Expenses through April 2021 were $199k below budget. The positive budget variance is spread fairly evenly across the operating expense categories. At this time, the difference is related to the vacant positions and the timing of when the activities occur compared to an annual budget that assumes all months have equal spending.

16 ***Personnel Compensation & Benefits*** **–** Compensation and benefits were below budget due to vacant positions that haven't been filled as soon as budgeted for, specifically two landside positions and one custodial position.

18 ***Supplies & Materials*** **–** Supplies & Materials costs were $10,700 above budget YTD through April. This budget variance is primarily due to the purchase & installation of the Gate Information Display Systems (GIDS) for a total of $22,100.

19 ***Contract Services*** **–** Contract services are $21,600 below the year to date budget through April 2021 primarily due to both Engineering and Planning and IT services that are budgeted evenly throughout the year that were running below budget through April.

20 ***Repairs & Maintenance*** **–** Repairs and Maintenance activities were $40,400 below budget through April 2021. The timing of incurring these costs is somewhat unpredictable, therefore we estimated even spending for budget purposes. The replacement of the A/C compressor in the Air Traffic Control Tower was the only major repair YTD through April.

Non-Operating Revenues and Expenses:

25 ***PFC Revenue*** **–** PFC revenue was above budget because actual passenger numbers through April 2021 were higher than budget resulting in higher than expected PFC revenue.

28 ***CFC Revenue*** **–** 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. YTD April 2021 had an average rental transaction of 4.36 days compared to 3.66 for the same period in 2020 and 4 days in 2019.

29 ***Capital Contributions & Expenditures*** **–** 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. The majority of the capital costs are expected to be incurred between March and October. See the attached detail of costs incurred by project.

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

		Month Ending 04/30/2021	Month Ending 03/31/2021	Variance
	Assets			
	Current Assets			
	Cash and Cash Equivalents - Unrestricted	$ 13,388,389	$ 14,244,699	$ (856,309)
	Cash and Cash Equivalents - Restricted	1,872,568	1,910,393	(37,825)
1	*Total Cash and Cash Equivalents*	15,260,958	16,155,092	(894,134)
	Accounts Receivable			
	Accounts Receivable - Ops, net of allowance of $24,000	885,040	703,895	181,145
	Accounts Receivable - Capital	4,135,339	2,729,842	1,405,497
2	*Total Accounts Receivable, Net*	5,020,379	3,433,737	1,586,642
3	Prepaid Expenses	68,689	65,721	2,968
	Total Current Assets	20,350,026	19,654,550	695,476
	Non-Current Assets			
	Capital Assets			
	Capital Assets not subject to depreciation	15,753,237	15,753,237	-
	Capital Assets subject to depreciation, net	56,831,988	57,249,218	(417,230)
4	*Total Capital Assets, Net*	72,585,225	73,002,455	(417,230)
5	Bond Project Fund	415,511	415,511	-
	Total Non-Current Assets	73,000,736	73,417,965	(417,230)
	Total Assets	**93,350,761**	**93,072,515**	**278,246**
6	**Deferred Outflows of Resources - Pension Plan**	**490,761**	**490,761**	**-**
	Liabilities			
	Current Liabilities			
7	Accounts Payable - Ops	183,079	272,944	(89,865)
7	Accounts Payable - Capital	1,692,028	1,137,186	554,842
8	Accrued Expenses	234,193	223,333	10,860
9	Lease Deposits	158,288	158,288	-
10	Deferred Revenue	25,459	25,655	(196)
11	Current portion of capital lease and bonds payable	1,257,206	1,193,218	63,988
	Total Current Liabilities	3,550,252	3,010,624	539,628
	Long Term Liabilities			
	Bond and capital lease payable	17,250,992	17,250,992	-
	Deferred Revenue	386,444	388,533	(2,089)
	Net Pension and OPEB Liability	1,975,954	1,975,954	-
12	*Total Long Term Liabilities*	19,613,390	19,615,479	(2,089)
	Total Liabilities	23,163,643	22,626,104	537,539
13	**Deferred Inflows of Resources - Pension Plan**	**781,350**	**781,350**	**-**
	Total Net Position	**$ 69,896,530**	**$ 70,155,823**	**$ (259,293)**

Variance Explanations - April 2021 Statement of Financial Position

Assets: Total Assets increased by $278k from March 2021 to April 2021. Total current assets increased by $595K, with an $894k decrease in cash and an increase of $1.4M in receivables.

1 ***Cash*** **–** Cash decreased by $894k from March 2021 to April 2021. The decrease was primarily due to the payment of $843K in construction invoices. Grant reimbursements receivable increased by $1,405,497 while capital payables increased only $554,842 which indicates that more cash was spent on projects than collected in April.

2 ***Accounts Receivable*** **–** Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately $181k due to the increase in traffic and revenues. The capital receivables from grants had a net increase of $1.4M as AIP project invoices were incurred.

3 ***Prepaid Expenses*** **–** Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. 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 ***Capital Assets, Net*** **–** Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation 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 ***Deferred Outflows of Resources - Pension Plan*** **–** The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts 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 $540K from March 2021 to April 2021 due primarily to an increase in capital accounts payable associated with the apron and run-up pad construction work performed by ESCO.

7 ***Accounts Payable*** **–** Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. 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 April, the primary activity was construction on the West Apron & Run-Up Pad done by ESCO.

8 ***Accrued Expenses*** **–** 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 ***Lease Deposits*** **–** Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.

10 ***Deferred Revenue*** **–** This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.

11 ***Current Portion of capital lease and bonds payable*** **–** 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 March to April represents the amount of interest expense incurred during the period.

12 ***Long-Term Liabilities*** **–** 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 ***Deferred Inflows of Resources - Pension Plan*** **–** Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month.