

# GRAND JUNCTION REGIONAL AIRPORT



**C O L O R A D O**  
**AIRPORT of the YEAR**

**BOARD PACKET**

**November 15, 2022**

**Grand Junction Regional Airport Authority**



**Date:** November 15, 2022

**Location:**

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

**or**

Electronic Meeting

Link: <https://us02web.zoom.us/j/82595950148?pwd=eFVRRFPYa3FuT1prYTJFTkM2TGVTZz09>

**Time:** 5:15 PM

---

**REGULAR MEETING AGENDA**

---

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

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (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. Employee Recognition Presentation**

**VII. Consent Agenda**

- A. September 20, 2022 Meeting Minutes \_\_\_\_\_ 1
  - Approve the September 20, 2022 Board Meeting Minutes.
- B. October 4, 2022 Meeting Minutes \_\_\_\_\_ 2
  - Approve the October 4, 2022 Special Board Meeting Minutes.

- C. October 18, 2022 Meeting Minutes \_\_\_\_\_ 3
  - Approve the October 18, 2022 Board Meeting Minutes.
- D. Plante Moran 2022 Audit Engagement Letter for 2022 Audits \_\_\_\_\_ 4
  - Approve the audit engagement letter with Plante Moran for the 2022 audits.
- E. Airport Snow Removal Equipment Purchase \_\_\_\_\_ 5
  - Approve the purchase and shipment of used Snow Removal Equipment not to exceed \$80,000 of Airport funds and authorize the Executive Director, or her designees to sign the related purchase documents.
- F. CO Family Medical Leave Insurance (FAMLI) \_\_\_\_\_ 6
  - Decline all participation in the Family Medical Leave Insurance and authorize the Executive Director to provide notice thereof.
- G. Sage Intacct Accounting Software Subscription Renewal \_\_\_\_\_ 7
  - Authorize the renewal of the Sage Intacct accounting software subscription in the amount of \$15,912 for the contract period of December 21, 2022 through December 20, 2023.
- H. Air Service Incentive Program Revisions \_\_\_\_\_ 8
  - Adopt the proposed revisions to the Air Service Incentive Program.
- I. Employee Handbook Amendment \_\_\_\_\_ 9
  - Approval of amendment to the Airport Employee Handbook updating the use of Paid Time Off, Paid Sick Leave, Bereavement, and Dental and Vision Insurance Benefit Descriptions to reflect current practices.
- J. 2023 CMT / GJRAA Professional Services Agreement \_\_\_\_\_ 10
  - Approve the standard agreement for professional services with Crawford, Murphy, & Tilly, Inc. (CMT) for air service development consulting services and delegate authority to the Executive Director to authorize work under proposal up to \$90,000
- K. Health Insurance Renewal & Schedule Change \_\_\_\_\_ 11
  - Approve the proposed health insurance plan and cost sharing as outlined in the Agenda Item Summary for the plan year of January 1, 2023 through December 31, 2024 and authorize the Executive Director to sign all plan documents and approve invoices.

**VIII. Action**

- A. Resolution No. 2022-004 to Adopt 2023 Budget and Appropriate Funds for 2023 \_ 12
  - Adopt Resolution No. 2022-004 to adopt the 2023 Budget and appropriate funds for 2023.

- B. Peer-to-Peer Vehicle Sharing Concession Agreement \_\_\_\_\_ 13
  - Approve the standard form Peer-to-Peer Vehicle Sharing Concession Agreement and authorize the Executive to approve individual agreements using this standard form in accordance with the April 19, 2022 Delegation of Authority.

**IX. Discussion**

- A. Q2 Catchment Study Update – Harrison Earl, CMT
- B. 2023 Board Meeting Calendar
- C. Rates and Charges

**X. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Capital Improvement Plan Update (Colin Bible)
- C. Legal Update – Dan Reimer

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

**XII. Adjournment**



---

**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
September 20, 2022

---

**REGULAR BOARD MEETING**

---

**I. Call to Order**

Mr. Clay Tufly, Board Vice Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on September 20, 2022 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b> Clay Tufly (Vice Chairman) Ron Velarde Thaddeus Shrader Linde Marshall Erling Brabaek Rick Taggart</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Dylan Heberlein Ben Peck Cameron Reece (Clerk) Shelagh Flesch</p>	<p><b><u>Guests:</u></b> Jeremy Lee, Mead and Hunt Josh Cohn, InterVISTAS</p>
---	---

**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Braebaek made a motion to approve the September 20, 2022 Board Agenda. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carries.*

**IV. Commissioner Comments**

*Commissioner Marshall commented to thank staff for a job well done at the annual Joint Agency Meeting last week.*

*Commissioner Taggart commented to say that the Joint Agency presentation really helped the situation to communicate the use of Air Service Alliance funding for future Air Service.*

**V. Citizen Comments**

*No Citizen Comments were made*

**VI. Consent Agenda**

**A. August 16, 2022 Meeting Minutes**

Approval of August 16, 2022 Board Meeting Minutes

**B. Purchase Authorization – Landscaping Rock**

Approve the purchase of Landscaping Rock for \$24,399 of Airport funds and authorize the Executive Director, or her designees to sign the related purchase documents.

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

**VII. Action**

**A. Resolution No. 2022-003 to Approve Rates and Charges**

Adopt Resolution No. 2022-003: Rates and Charges, effective November 1, 2022.

*Commissioner Taggart made a motion to Adopt Resolution No. 2022-003: Rates and Charges, effective November 1, 2022. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner Tufly, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**VIII. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Shelagh Flesch)
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Ben Peck)

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

**X. Executive Session**

*Commissioner Brabaek made a motion to move into Executive session as authorized by Colorado Revised Statute Sections 24-6-402(4)(a) regarding (i) a new lease of GJRAA property, and (ii)*

*assignment of the Sky Adventures lease. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carries.*

*Commissioner Shrader made a motion to move from Executive Session back into a public meeting. Commissioner Brabaek seconded the motion. Voice Vote: All Ayes; motion carries.*

**XI. Adjournment**

The meeting adjourned at approximately 7:16pm

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

---

Tom Benton, Board Chairman

**ATTEST:**

---

Cameron Reece, Clerk to the Board



---

**Grand Junction Regional Airport Authority Board**  
**Special Board Meeting**  
Meeting Minutes  
October 4, 2022

---

**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 October 4, 2022 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b> Tom Benton (Chairman) Clay Tufly (Vice Chairman) Ron Velarde Thaddeus Shrader Linde Marshall Erling Brabaek Rick Taggart</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Ben Peck Shelagh Flesch</p>	<p><b><u>Guests:</u></b> Scott Sweeney, West Star Aviation Colin Bible, Garver Jeremy Lee, Mead and Hunt Brad Rolf, Mead and Hunt Lisa Rorden, Counsel</p>
---	--

**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Brabaek made a motion to approve the October 4, 2022 Special Board Agenda. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries.*

**IV. Commissioner Comments**

*Commissioner Benton commented on article he read about board of directors' roles on social media and representing themselves professionally.*



**V. Citizen Comments**

*No Citizen Comments were made*

**VI. Action**

**A. Consent to Assignment of Ground Lease – Sky Adventures**

Staff recommends that the Board consent to the assignment of the Sky Adventures Ground Lease from Sky Adventures, LLC to West Star Aviation, LLC and authorize the Executive Director to execute the Consent to Assignment.

*Commissioner Marshall made a motion Staff recommends that the Board consent to the assignment of the Sky Adventures Ground Lease from Sky Adventures, LLC to West Star Aviation, LLC and authorize the Executive Director to execute the Consent to Assignment. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries.*

**B. First Amendment to Sky Adventures Ground Lease**

Staff recommends that the Board consent to the First Amendment to Sky Adventures Ground Lease and authorize the Executive Director to execute the same.

*Commissioner Tufly made a motion Staff recommends that the Board consent to the First Amendment to Sky Adventures Ground Lease and authorize the Executive Director to execute the same. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

**VII. Discussion**

A. 2023 Draft Budget Presentation

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

**IX. Adjournment**

The meeting adjourned at approximately 5:57pm

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

---

Tom Benton, Board Chairman

**ATTEST:**

---

Cameron Reece, Clerk to the Board



---

**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
October 18, 2022

---

**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 October 18, 2022 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b> Tom Benton (Chairman) Ron Velarde Thaddeus Shrader Rick Taggart Erling Brabaek</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Dylan Heberlein Ben Peck Cameron Reece (Clerk) Shelagh Flesch</p>	<p><b><u>Guests:</u></b> Brad Rolf, Mead and Hunt Josh Cohn, InterVISTAS Colin Bible, Garver</p>
---	--

**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Velarde made a motion to approve the October 18, 2022 Board Agenda. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Velarde, yes; Commissioner Brabaek, yes, Commissioner Taggart, yes, and Commissioner Benton, yes. The motion carries.*

**IV. Commissioner Comments**

*Commissioner Benton commented about the City of Grand Junction Board appreciation dinner and is inviting commissioners to attend the dinner on December 5<sup>th</sup>.*

**V. Citizen Comments**

*No Citizen Comments were made*

**VI. Public Hearing (C.R.S. §29-1-108(1))**

A. GJRAA 2023 Budget

**VII. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Shelagh Flesch)
- C. Capital Improvement Plan Update (Colin Bible) (Ben Peck)

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

**IX. Executive Session**

*Commissioner Taggart made a motion to move into Executive session for the purpose of receiving legal advice on specific legal questions related to pending or threatened litigation, as authorized by Colorado Revised Statute Section 24-6-402(4)(b). Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Velarde, yes; Commissioner Brabaek, yes, Commissioner Taggart, yes, and Commissioner Benton, yes. The motion carries.*

*Commissioner Shrader made a motion to move from Executive Session back into a public meeting. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

**X. Adjournment**

The meeting adjourned at approximately 7:26pm

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

---

Tom Benton, Board Chairman

**ATTEST:**

---

Cameron Reece, Clerk to the Board

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

TOPIC: Plante Moran Audit Engagement Letter for 2022 Audits

PURPOSE: Information  Guidance  Decision

RECOMMENDATION: Approve the audit engagement letter with Plante Moran for the 2022 audits.

SUMMARY: A request for proposal (RFP) was conducted in 2019 to select an independent audit firm to perform the required annual financial statement audits for the GJRAA for 2019 - 2023. The proposals were reviewed by the selection committee, including Finance and Audit Committee members, and the committee recommended Plante Moran. Prior to this change EKS&H was the auditor for the Airport from 2013 – 2018. While the selection was based on an anticipated 5-year term, GJRAA must sign an engagement letter for each audit year and is not contractually obligated beyond that year.

The scope of the audit is now substantially larger than when the proposal was submitted: increased testing requirements on AIP projects, a more than 100% increase in federal grants from the 2015-2018 proposal period, and an increase in the size of the CIP. Plante Moran estimates an additional 115 hours of audit work is required; this translates to about \$17,000 in additional fees.

Plante Moran has agreed to spread this increase over 4 years, locking in the rate table below. This would extend their audit service period from 5 to 7 years. Best practice is to RFP every 5-7 years. These rates are comparable to the rates that Centennial Airport Authority, an authority of similar audit complexity, negotiated in their new selection.

	Original Fee	Revised
2019	\$ 39,500	
2020	\$ 40,700	
2021	\$ 41,900	
2022	\$ 43,200	\$ 47,450
2023	\$ 44,500	\$ 53,251
2024	\$ -	\$ 59,226
2025	\$ -	\$ 65,380

Plante Moran purchased EKS&H in 2018, and one member, Lisa Meacham, served on the team from 2013-2018 and is still on the audit team. Ms. Meacham is the current audit partner. Rumzei Abdallah is the second-longest serving member of the GJRAA audit team and his first GJRAA audit was 2019.

---

REVIEWED BY: Executive Director, Legal Counsel, Dan Reimer, Finance and Audit Committee

---

FISCAL IMPACT: **\$47,450** – 2023 Contract Services Expense

---

ATTACHMENTS: 2022 Engagement Letter

---

STAFF CONTACT: Shelagh Flesch  
[sflesch@gairport.com](mailto:sflesch@gairport.com)  
(970) 248-8590

---

October 11, 2022

Mr. Tom Benton  
Grand Junction Regional Airport Authority  
800 Eagle Drive  
Grand Junction, CO 81506

Dear Mr. Benton:

Thank you for selecting Plante & Moran, PLLC (“PM”) to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to Grand Junction Regional Airport Authority (“Client” or “GJRAA”).

### **Scope of Services**

We will audit Client’s basic financial statements and federal awards as of and for the year ended December 31, 2022. In addition, the supplemental information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements. We will provide an in-relation to opinion on the Schedule of Expenditures of Federal Awards (SEFA) and the Schedule of Passenger Facility Charge Collections and Expenditures (PFC schedule).

In connection with our audit engagement, we will audit GJRAA’s 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 the year ended December 31, 2022.

We will assist you in drafting your financial statements, supplementary information, Data Collection Form, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

### **Timing of Services**

Due to the ongoing Coronavirus pandemic, we expect to perform this engagement with a combination of on-site and remote work. If you prefer for us, as an alternative to certain element of our on-site work, to perform as many procedures remotely as possible, please let us know as soon as possible. This work is expected to begin in July 2023. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff. If you elect to have us perform as many procedures remotely as possible, there may likely still be procedures that will requires us to be on-site. We will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.

### **Fees and Payment Terms**

Our fee for this engagement will be \$47,450, inclusive of all necessary travel and out-of-pocket costs incurred.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.

Our fee for the engagement does not include time any additional services that may be required as result of issues related to the implementation of GASB 87, *Leases*, or any additional assistance requested by management in connection with the implementation of this new accounting standard. Fees for any additional services will be discussed with management prior to performing these services.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you agree with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Lisa Meacham, CPA  
Partner

**Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between Grand Junction Regional Airport Authority and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.**

Grand Junction Regional Airport Authority

\_\_\_\_\_  
Mr. Tom Benton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter**

This Professional Services Agreement is part of the engagement letter (collectively, "Agreement") for audit services dated October 11, 2022 between Plante & Moran, PLLC (referred to herein as "PM") and Grand Junction Regional Airport Authority (referred to herein as "GJRAA" or "Client"). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements, the schedule of federal awards, and the data collection form in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America when required and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client's underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, the schedule of federal awards, and the data collection form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, related notes, schedule of federal awards, and the data collection form. Management accepts full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, related notes, schedule of federal awards, or data collection form. Management is also ultimately responsible for the submission of the data collection form to the Federal Audit Clearinghouse. Client has designated Angela Padalecki to oversee financial statement and federal awards reporting related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM's independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of

## **Professional Services Agreement – Audit Services**

any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. 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. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of Client's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

PM's audit of Client's federal awards will be made in accordance with auditing standards generally accepted in the United States of America; the standards applicable for 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 (Uniform Guidance)*.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this Agreement.

8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the

## **Professional Services Agreement – Audit Services**

members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of Client. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

9. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
10. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

11. **Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.
12. **Management Representations** – Client is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

13. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced

## **Professional Services Agreement – Audit Services**

and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 14. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 15. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 16. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any

## **Professional Services Agreement – Audit Services**

confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

**17. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers in connection with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished and (ii) not use any information for any purpose unrelated to PM's services. Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's foregoing consent shall be continuing until the services provided for this Agreement are completed.

**18. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Client's failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Client's failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by Client causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

**19. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or

## **Professional Services Agreement – Audit Services**

terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 20. Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall

## **Professional Services Agreement – Audit Services**

compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.

- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Colorado.

## **End of Professional Services Agreement – Audit Services**



550 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809  
225-922-4600 Phone - 225-922-4611 Fax - [pncpa.com](http://pncpa.com)

A Professional Accounting Corporation

## Report on the Firm's System of Quality Control

To the Partners of  
Plante & Moran, PLLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
December 27, 2019



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

TOPIC:	Airport Equipment Purchase		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the purchase and shipment of Snow Removal Equipment not to exceed \$80,000 of Airport funds and authorize the Executive Director, or her designees to sign the related purchase documents.		
SUMMARY:	<p>The Airport would like to purchase a used large snowplow/dump truck for the purpose of runway snow removal and summer seasonal work. This unit would replace one of our aging dump truck units. The purpose of purchasing this specific, used unit is two-fold: (1) the specifications required for airfield plowing use are very rare, and (2) a new unit would cost more than twice that of the unit selected. Further, buying a used unit allows the Airport to deploy it as soon as this winter season, as opposed to long lead-times associated with purchasing a new unit.</p> <p>The key features of the specific unit selected are: (1) a high weight capacity on the front axle, which will accommodate the larger plow required for airfield plowing, and (2) four-wheel drive. The unit also has a dump bed, which will allow it to be used for summer work. The unit has low miles and relatively low hours. The unit has been inspected by a certified mechanic and staff and is considered to be fully functional for years to come.</p> <p>The full list of specifications is attached to this summary. Airport staff have negotiated an extremely favorable price of \$68,500 for the unit, which is significantly lower than the list price. To account for possible transportation costs for the unit, staff are asking for a not-to-exceed of \$80,000.00.</p> <p>This acquisition would be consistent with staff's plan to update our aging snow removal fleet in an economical matter while also consolidating the number of units with multi-use equipment. The brand of the unit selected is also locally supported for parts, repairs and maintenance.</p>		
REVIEWED BY:	Executive Director, Finance Staff and Legal Counsel		
FISCAL IMPACT:	Non-AIP Capital Purchase not to exceed \$80,000		
ATTACHMENTS:	Truck Information		
STAFF CONTACT:	Dylan Heberlein <a href="mailto:dheberlein@gairport.com">dheberlein@gairport.com</a> 970-248-8596	Ben Peck <a href="mailto:bpeck@gairport.com">bpeck@gairport.com</a> 970-248-8589	



# 2004 INTERNATIONAL PAYSTAR 5600

USD **\$79,950**

## Seller Information

**MOUNTAIN TRUCK & EQ CO**

Contact: Truck Sales

Phone: (888) 635-1603

Longmont, Colorado 80501

(888) 635-1603







[Hide Thumbnails](#)

## Description

BIG POWER 4X4 LOW MILE HEAVY DUTY SINGLE AXLE DUMP/PLOW TRUCK, 13' BED WITH AN 11' PLOW, PRE EMISSION 385 HP CUMMINS ISM, ALLISON HD4560 TRANSMISSION BUILT TO OPERATE IN STEEP TERRAIN WITH A 3 STAGE RETARDER PLUS A 3 STAGE ENGINE BRAKE, REAR AXLE DIFF LOCK, PINTLE HITCH, AIR CONDITINING, POWER WINDOWS AND DOOR LOCKS, NEW DOT INSPECTION.

## Specifications

<b>Year</b>	2004	<b>Manufacturer</b>	INTERNATIONAL
<b>Model</b>	PAYSTAR 5600	<b>Hours</b>	4,117
<b>VIN</b>	1HTXEAHR14J026988	<b>Condition</b>	Used
<b>Stock Number</b>	I3730	<b>Mileage</b>	56,890 mi
<b>Odometer</b>	Accurate / Verified	<b>State DOT</b>	Yes
<b>Operating Condition</b>	Operable	<b>Horsepower</b>	385 HP
<b>Engine Manufacturer</b>	CUMMINS	<b>Engine Model</b>	ISM385V
<b>Engine Serial Number</b>	Y35091333	<b>Engine Tier</b>	USA Non Tier
<b>Engine Displacement</b>	10.8 l	<b>Fuel Type</b>	Diesel
<b>Engine Brake</b>	Yes	<b>Exhaust Type</b>	Single
<b>Transmission</b>	Automatic	<b>Transmission Manufacturer</b>	ALLISON
<b>Ratio</b>	5.13	<b>Number of Speeds</b>	5 Spd
<b>Drive (Include Lift Axles)</b>	4x4	<b>Suspension</b>	Spring
<b>Rear Axles (Include Lift Axles)</b>	Single	<b>Color</b>	ORANGE
<b>Tires</b>	F:425/65R22.5 R:11R24.5	<b>Tire % Remaining</b>	30
<b>Wheels</b>	All Steel	<b>Wheelbase</b>	182 in
<b>Gross Vehicle Weight Rating</b>	Class 8: 33,001 pounds or greater	<b>Gross Vehicle Weight (Include Lift Axles)</b>	42,000 lb
<b>Front Axle Weight (Incl. Twin Steer Axles)</b>	23,000 lb	<b>Rear Axle Weight (Include Lift Axles)</b>	30,000 lb
<b>Cab</b>	Standard Cab	<b>Cab Style</b>	Conventional
<b>Body Length</b>	13 ft	<b>Brake System Type</b>	Drum
<b>Drive Side</b>	Left Hand Drive	<b>Power Locks</b>	Yes
<b>A/C</b>	Yes	<b>Seats Upholstery</b>	Cloth
<b>Woodgrain Trim</b>	Yes	<b>Composition</b>	Steel
<b>Dump Type</b>	End	<b>Body Shape</b>	Rectangle
<b>Body Side Height</b>	22 in	<b>Wet Kit</b>	Yes

**Body Side Height**

55 in

**WHEELS**

YES

**Snow Plow**

Yes

**Dump Capacity**

8.5 cu yd

**Fuel Capacity**

100 gal

**Shipping Length**

336 in

**Shipping Width**

96 in

**Shipping Height**

132 in

**Shipping Weight**

26,500 lb

[Show As Paragraph](#)



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

TOPIC:	Family and Medical Leave Insurance (FAMLI)		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Decline all participation in the Family Medical Leave Insurance and authorize the Executive Director to provide notice thereof.		
SUMMARY:	<p>Colorado voters approved Proposition 118 in November of 2020, a state-run Paid Family and Medical Leave Insurance (FAMLI) program to ensure Colorado workers have access to paid leave in order to take care of themselves or their family during life circumstances that require time away from their jobs. Under the FAMLI program both employers and employees contribute premiums that allow the employee to receive up to 90% of their wages, based on a sliding scale and proportional to Colorado’s average weekly wage, during their leave. Benefits are capped at \$1,100 per week.</p> <p>Participation in FAMLI is optional for state and local government employers - they can vote to opt out of FAMLI during 2022, and many have already, including Mesa County and District 51.</p> <p>GJRAA has a generous paid sick leave and PTO program and employees can use accrued time to receive up to 100% of their wages when out to take care of themselves or loved ones, including when on FMLA leave.</p> <p>Staff recommends GJRAA decline all participation in the FAMLI program, as the current employees are more generous and employees still retain the option of self-selecting FAMLI Coverage if their local government employer votes to opt out; they would be responsible for self-reporting their wage data and remitting a quarterly premium into the system.</p>		
REVIEWED BY:	Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	FAMLI Fact Sheet for Local Governments		
STAFF CONTACT:	Angela Padalecki apadalecki@gairport.com 970-852-1247		



# Preparing for FAMLI

## LOCAL GOVERNMENTS

Unlike businesses, Colorado local governments have options regarding their participation in the paid Family and Medical Leave Insurance (FAMLI) program. Here are the steps local governments should take to prepare for FAMLI:

### 1. Determine your local government's participation in FAMLI

Local governments have three options regarding participation in the FAMLI program:

- » Participate in FAMLI. This option means the local government agency agrees to pay the employer share of the premium (0.45% of wages if the local government has 10 or more employees, and 0% of wages if the local government has fewer than 10 employees) and remit employees' share of the premium (0.45% of wages) along with wage data to the FAMLI Division once a quarter.
- » Decline participation in FAMLI. In order to decline participation in the FAMLI program, the local government's governing body must vote to do so. The local government must then notify the FAMLI Division of their vote to decline participation. The decision to decline is good for eight years from the date of the vote to decline participation. The local government must hold another vote if it wishes to continue opting-out beyond eight years.
- » Decline employer participation in FAMLI. This option allows a local government agency to decline participation as described above, while allowing the agency to assist employees who want to individually participate in the FAMLI program by facilitating voluntary payroll deductions, with remittance of the employee share of the premium (0.45% of wages) and wage data once a quarter to the FAMLI Division.

**When can we vote to opt out of FAMLI?** Anytime during 2022, but local governments are not required to give FAMLI notice of their decision to opt out until January 1, 2023.

### 2. Register with the FAMLI system (Fall 2022)

Every local government employer must register with FAMLI's online system, including those which choose not to participate in FAMLI. Registering with the system and uploading your documents will enable FAMLI to keep track of local government employers' current intentions for participation, the obligation to revisit a declination vote after eight years, and enable local government employers to provide an affordable benefit if they choose to remit premiums and wage data for employees who self-elect coverage.

FAMLI's online employer service system is expected to be available for registration during the Fall of 2022, during which time we will have support staff available to help employers navigate the process.



# Preparing for FAMLI

## LOCAL GOVERNMENTS

### 3. Notify FAMLI of your local government's decision

Local governments which vote to decline participation in the FAMLI program must notify the FAMLI Division of their decision by January 1, 2023.

#### What does our local government need to send to FAMLI?

After registration, a local government that votes to opt-out of the FAMLI program must notify the FAMLI Division on letterhead and must indicate the date the vote was taken and the result of the vote. If the local government has voted to opt out, but intends to assist its employees who choose to individually participate in the FAMLI program, this information must be included in the notification as well. This notification must be received by January 1, 2023.

#### What happens if we do not take a vote, or send a letter?

Local governments which do not notify the FAMLI Division of a vote to opt-out by January 1, 2023 will be identified as participants in the FAMLI program. The FAMLI Division will expect both wage data and premium payments due on April 1, 2023. You must notify the Division ahead of January 1, 2023 to avoid paying premiums.

#### What are the timelines in the rules?

The rules have several timelines to be aware of and follow depending on the option selected by the governing body. Below is a list of the timelines. Please see 7 CCR 1107-2 for more information.

- » Local governments must notify employees of their decision on FAMLI participation within 30 days after the deciding vote. This gives local governments time to communicate their decision to their employees.
- » If the local government chooses to decline to fully participate in the FAMLI program, the decision must be revisited every eight years at a minimum.
- » 180 days notice must be given to employees before any change regarding access to FAMLI benefits is effective. This gives workers time to make arrangements and self-select coverage if they wish to do so. Benefits do not start until 2024.
- » Local governments which choose to fully participate in FAMLI after previously voting to decline participation, as well as individuals who self-elect coverage, must remain in the program and agree to pay premiums for a minimum of three years. If a local government wishes to withdraw from the program at the end of the three-year period, the Division requires a minimum of 90 days notice, so we can change systems to avoid overpayments and miscommunication.



**COLORADO**

Family and Medical Leave  
Insurance Program (FAMLI)

Department of Labor and Employment

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

---

TOPIC:	Sage Intacct Accounting Software Subscription Renewal		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the renewal of the Sage Intacct accounting software subscription in the amount of \$15,912 for the contract period of December 21, 2022 through December 20, 2023.		
SUMMARY:	<p>In November 2017, the board approved a change in the accounting software and selected a subscription with Sage Intacct. Currently, staff are happy with the software and wish to renew the software subscription.</p> <p>This renewal represents our annual subscription cost for the accounting software, including the fixed asset module, for the period from 12/21/22 – 12/20/2023.</p> <p>Our current subscription includes 3 full “Business User” subscriptions as well as 10 additional employee user logins that have a “read-only” access to be able to obtain reports and view individual transactions.</p> <p>The annual cost is an increase of \$1,332 from the 2021 subscription year cost.</p>		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	\$15,912 – Professional Services IT Operating Expense		
ATTACHMENTS:	Sage Intacct Renewal Order Schedule		
STAFF CONTACT:	Shelagh Flesch <a href="mailto:sflesch@gairport.com">sflesch@gairport.com</a> (970) 248-8590		

---

# Renewal Order Schedule

**Date:** 26-Oct-2022  
**Offer Expires:** 23-Nov-2022  
**Quote #:** Q-362669

---

**Prepared For:**

**Name:** Shelagh O'kane  
**Company:** Grand Junction Regional Airport Authority  
**Address:** 2828 Walker Field Drive Suite 301  
Grand Junction, CO 81506  
**Phone:** (970) 248-8590  
**Email:** sokane@gjairport.com

---

**Subscription Term Length:** 12 (months)

**Subscription Period:** 21-Dec-2022 through 20-Dec-2023

**Subscription Invoicing:** Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

**Subscription Payment Terms:** Net 30 from date of invoice.

---

## Products

### Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Essential Support	Essential Support is included at no additional charge to all customers of Intacct reseller Partners. Your Intacct Partner will respond to your initial request for support. Your Partner has direct access to all of Intacct's support resources including Intacct's comprehensive knowledgebase and Intacct's support personnel. Should your Partner be unable to resolve your support case, they will escalate to Intacct Support on your behalf. Intacct will work with your Partner, or directly with you, as needed, to resolve the case. Essential Support gives your company direct access to the Intacct Community - a path to submit cases, check the status of cases and search Intacct's comprehensive knowledgebase for answers to commonly asked questions. This is also where your organization can recommend product enhancements directly to Intacct as well as vote on product enhancement requests submitted by others.	1.00	0.00	0.00
Intacct Web Services - Standard	Required for the deployment of any application using Intacct Web Services, including Intacct Marketplace Partners.	1.00	0.00	0.00
Intacct Collaborate	Intacct Collaborate enables in-context team communication around transactions and other key elements of Intacct. It captures dialogue and decisions for later reference, in Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Intacct CRM Integration for Salesforce.	1.00	0.00	0.00

Product Name	Description	Quantity	Net Price Each	Total Price
Intacct Platform Services - Standard	Intacct Platform - Standard includes the ability to deploy up to 2 applications on the Intacct Platform with up to 10 custom objects and 10,000 custom records. A minimum of Standard is required for the deployment of any Platform application, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	4,560.00	4,560.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, staff expenses, timesheets and/or purchase requisitions and to approve for payments. Also includes read only access to any additional applications built on the Intacct Platform.	1.00	1,200.00	1,200.00
Sage Intacct Nonprofit Fixed Assets	Sage Intacct Fixed Assets enables you to easily add & track assets including serial numbers, warranty information and depreciation.	1.00	3,240.00	3,240.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	3.00	2,304.00	6,912.00
<b>Sage Intacct Services Total:</b>				USD 15,912.00

**Grand Total:** USD 15,912.00

**TERMS:**

This Order Schedule is subject to the Agreement for subscription to the Services with effective date 08-Dec-2017, inclusive of any subsequent modifications. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.**

**Grand Junction Regional Airport Authority**

**Business Technology Partners, LLP**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**(Signature Date)**

\_\_\_\_\_  
**(Signature Date)**

**Exhibit A****Additional Terms and Conditions**

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

---

TOPIC:	Air Service Incentive Program Revisions		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECCOMENDATION:	Adopt the proposed revisions to the Air Service Incentive Program.		
SUMMARY:	<p>The proposed revisions are to:</p> <ol style="list-style-type: none"><li>1. Update the target markets to add SBD (San Bernardino) and Salt Lake City (SLC);</li><li>2. Modify the terminology from “common use space” to “joint use space” to align with the draft airline use and lease agreement language;</li><li>3. Amend the definition of what qualifies as a new entrant from a rolling 18-month period to a rolling 12-month period; and</li><li>4. Explicitly define that the program will not base eligibility on the type of FAA certificate the service is flown under or the carriers signatory status at GJT.</li></ol> <p>San Bernardino was identified as a target market because they recently gained scheduled passenger service and represent another commercial passenger airport in the Los Angeles area, one of our top markets without nonstop service.</p> <p>Salt Lake City has been added because it has been unserved since Delta/SkyWest exited the GJT-SLC market in January 2022. This is another top market without nonstop service.</p> <p>The Air Service Incentive Program was adopted to incentivize airlines to provide or expand service. Airport incentives help reduce airline barriers to entry in new markets including name and/or service awareness, reduced financial risk for uncertain routes or destinations, and demonstrates community support in new air service.</p> <p>This program is intended to be dynamic and updated at least annually. It was last updated in November 2021.</p>		
REVIEWED BY:	Executive Director, Legal Counsel, and CMT Air Service Consultant		
FISCAL IMPACT:	To Be Determined – depending on eligible airline service		
ATTACHMENTS:	Air Service Incentive Program red line		

---

---

STAFF CONTACT:

Angela Padalecki

[apadalecki@gairport.com](mailto:apadalecki@gairport.com)

Office: 970-248-8588

---





## Grand Junction Regional Airport Air Service Incentive Program

### Background

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

### Goal of the Program

The goal of the Grand Junction Regional Airport Air Service Incentive Program is to increase access to affordable air service at GJT through new passenger service to unserved destinations with an emphasis on in-demand, target markets.

### Definition of Key Terms

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

### Targeted Airport Destinations

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

**Table 1: GJT Target Airport Destinations**

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



### Incentive Categories

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

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

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

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

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

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

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

*Eligibility:* Any passenger air carrier establishing service to a destination currently served or suspended within the past 6 months.

1. **Additional Service to an existing destination:** A air carrier is eligible for a 100% landing fee waiver for 12 months.

#### *New Entrant Incentive*

*Eligibility:* Any passenger air carrier that did not serve GJT during the last 12 months. The new entrant incentive is able to be combined with any of the new service categories listed above.

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



### Terms and Conditions

1. This incentive program is effective immediately and may be amended by the Grand Junction Airport Authority at any time.
2. This incentive program will be administered in compliance with federal law, the Airport Improvement Program Grant Assurances, and FAA policy, including the *Policy and Procedures Concerning the Use of Airport Revenue* (1999) and the *Air Carrier Incentive Program Guidebook* (2010).
3. Participation in this program requires an incentive agreement between the Grand Junction Airport Authority and an air carrier. The Airport Authority reserves the right, based on budget availability, to limit an incentive on a specific route to the first air carrier to sign an incentive agreement.
4. To qualify for incentives, a seasonal route must be operated for a minimum of 12 consecutive weeks.
5. An air carrier may only qualify for an incentive for a particular route one time. Seasonal service may not receive an incentive each time it returns for a new season.
6. To qualify for incentives, a carrier must be current on payment of rates and charges.
7. Air carriers must operate service throughout duration of the promotional period at the level specified.
8. Air carriers must use the passenger terminal in order to qualify for incentives.
9. An air carrier may qualify for an incentive regardless of the type of economic and safety certificates it has sought and received from the U.S. Department of Transportation and FAA, including authorities granted under 14 C.F.R. Parts 119, 121 and Part 135, provided that the air carrier otherwise satisfies the eligibility and qualification requirements of this incentive program.
10. An air carrier may qualify for an incentive whether the air carrier operates as a signatory or non-signatory at GJT, provided that the air carrier otherwise satisfies the eligibility and qualification requirements of this incentive program.
11. Air carriers may choose to forgo some or all fee waivers and rent abatements for an increased marketing incentive of equal value based upon service schedule and aircraft gauge committed at the time of entering into an incentive agreement with GJT. If the airline changes its frequency or gauge over the incentive period, the amount of the marketing incentive will be increased or reduced accordingly.
12. Incentives may not be transferred from one carrier to another. Incentives cannot be transferred between routes.
13. Additional incentives including marketing support and minimum revenue guarantees (MRG) may be available through Grand Junction Regional Air Service Alliance.

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

---

TOPIC: Employee Handbook Revisions

---

PURPOSE: Information  Guidance  Decision

---

RECOMMENDATION: Approve the updates to the Employee Handbook

---

SUMMARY:

- Removed the airlines and routes out of date and won't need updating with every airline/route change (p.2)
- Updated Mission, Vision, added Core Values (p.2-3)
- Add: Read and review and "Keep" a copy of employee handbook (p. 4)
- Update EEOC protected classes – Gender identity, hair, etc. (p.4,6)
- Harassment and discrimination -add "retaliation" (p.5)
- Discrimination policy updated in alignment with updated laws (p.6-12)
- Remove: Application Information Applicants don't receive a copy of the handbook unless hired. (P.13)
- Part Time Employees – Add: benefits required by the law like workers compensation will be offered (p.14)
- Exempt vs. Non-Exempt employee defined (p.14)
- Added definition of Exempt vs. Non-exempt employees. (p.15)
- Call back pay (p. 15-16)
  - To include calls received in the middle of the night to get a minimum of one hour pay and two hours if the call requires the employee to physically coming back to the airport.
  - Clarify that being called in early does not qualify for call back pay
  - Employee may be asked to demonstrate call upon request
- Timekeeping Procedures: Add language working outside your regularly scheduled shift and off the clock is prohibited. (p.16)
- Add: time card changes need to be submitted in writing to department director. (p.16)
- Employee Deduction for final paycheck: Changed language to be in alignment with the updated Wage Theft Transparency Act of Colorado (p.17)
  - **Wage Theft and Transparency Act - (signed 6/3/2022 and effective 9/1/2022)**
  - This essentially stated any employer, or the agent of the employer, who willfully refused to pay wages or compensation to their employees commits theft. Further, any of these actions could be punishable with fines or jail time if convicted.
  - In order to deduct items from an employee's paycheck outside of required deductions (taxes), we must have the employee's

---

---

permission. This covers items such as failure to return property, damage to property, bills owed to the company, benefit premiums, etc.

- Employer must provide a written notice to the employee prior to deducting such items from the final paycheck. This notice must include the following:
    - A list of money or the value of the property that the employee failed to properly pay or return to the employer that includes an accounting describing the amount of money or the specific property that the employee failed to pay or return.
    - The replacement value of the property.
    - When the money or property was provided to the employee
    - When the employer believes the employee should have paid the money or returned the property to the employer. If the employee returns the money or property within 14 days of the deduction, the employer must pay the employee the amount of the deduction within 14 days after the employee pays the money or returns the property to the employer.
    - Legal provided the employee permission form
  - Soften language for: Garnishments section to be treated like a protected class and not perceived to be a negative situation. (p. 18-19)
  - PTO Accrual Breakdown (p.19) –
    - Hire Date New employees will start with 40 hours of PTO in their PTO bank and will have immediate access to it. The accrual of PTO will begin once the employee has worked the amount of time for 40 hours to be accrued (about 5 pay periods according to the current accrual rate of 9.38 hours) – Hiring incentive as well as allows new employees to have pay during unforeseen sick time, prior commitments, holidays that may fall at the beginning of their employment.
  - Observed Holidays – Add Juneteenth as it now a federally recognized holiday. (p.20)
  - Sick Leave: Added language that sick leave shall not count as hours worked for the purposes of computing overtime. (p.22)
  - Updated workers compensation reporting time from 4 days to 10 days (p.31) – per **Workers’ Compensation Act of Colorado effective August 10, 2022**

*In the past, an employee had up to four (4) days to notify the employer of a workplace injury. That requirement has been extended to 10 days.*
  - Absenteeism and Tardiness (p.34)
    - Remove: “Leaving a message, voice mail or sending an email or text message does not qualify as notifying your supervisor”
    - Add: language to leave up to supervisor for acceptable communication methods.
-

- 
- Add: Family members may only notify the Airport Authority of an employee's absence if the employee is physically unable to. Authority must immediately be notified of all absences.

- Language change recommendation by legal: "respectful" attitude (p.38)
- Added Bring Your Own Device (BYOD) policy to Handbook (p.38)
- Cleaned up "Administration" to "Human Resources so it is clear and defined.
- Language change to Outside Employment section to focus on "does it conflict" (p.51)
- Cleaned up: "airport" vs "authority" vs "management" vs "administration". Made them specific such as HR and immediate supervisor or used Grand Junction Regional Airport throughout handbook

---

REVIEWED BY: Michael Santo (Employment Attorney), HR Manager, Executive Director

---

FISCAL IMPACT: N/A

---

ATTACHMENTS: Updated Handbook

---

STAFF CONTACT: Angela Padalecki  
[apadalecki@gairport.com](mailto:apadalecki@gairport.com)

---

# EMPLOYEE HANDBOOK



**Adopted: May 20, 2015**

**Revised: November 2022**



# EMPLOYEE HANDBOOK

## Table of Contents

<b>IMPORTANT NOTICE</b> .....	<b>1</b>
<b>About the Grand Junction Regional Airport</b> .....	<b>2</b>
History.....	2
Mission.....	2
Vision .....	2
<b>Let’s Communicate</b> .....	<b>2</b>
Employee Relations Philosophy .....	3
If You Have a Problem .....	3
Fraud Prevention and Whistleblower Protection .....	3
<b>What You Can Expect from Us</b> .....	<b>4</b>
Orientation .....	4
Equal Employment Opportunity .....	4
Requests for Accommodation.....	4
Policy against Unlawful Harassment and Discrimination .....	6
What Should You Do If You Feel You Have Been Harassed .....	7
Policy Against Retaliation .....	8
Immigration Compliance .....	11
Application Information.....	12
Personal Identifying Information .....	12
Employee Classification .....	13
Meal and Rest Periods.....	13
<b>Grand Junction Regional Airport Benefits</b> .....	<b>13</b>
Your Pay .....	14
Call Back Pay.....	14
Timekeeping Procedures.....	14
Pay Deductions .....	15
Expense Reimbursement.....	15
Garnishments & Support Orders.....	16
Paid Time Off.....	17



Paid Sick Leave.....	20
Medical Insurance .....	22
IRS Section 125 -- Cafeteria Plan .....	22
Health Insurance Continuation.....	22
COBRA.....	22
Dental and Vision Insurance .....	23
Life Insurance .....	23
Colorado Public Employers Retirement Association.....	23
401(k) Retirement Savings Plan .....	23
Long-Term Disability Insurance.....	24
Health and Wellness Benefit.....	24
Training and Educational Assistance .....	24
Civic Duties.....	25
Family Medical Leave Act (FMLA).....	26
Bereavement Leave.....	29
Military Leave of Absence.....	29
Volunteer Firefighter Leave.....	29
<b>Safety &amp; Health .....</b>	<b>30</b>
Accident Reporting and Investigation.....	30
Workers' Compensation .....	30
Alcohol and Drug Policy.....	31
<b>Grand Junction Regional Airport Rules and Policies .....</b>	<b>33</b>
Grand Junction Regional Airport Policies .....	33
Absenteeism and Tardiness.....	34
Attitude.....	34
Bulletin Boards .....	34
Airport Keys/Entry Cards .....	35
Airport Relationships Policy.....	35
Airport Vehicles .....	35
Company Issued Cell Phones, Radios, Computers, E-Mail, Voice Mail and Internet .....	36
Code of Professional Conduct and Conflict of Interest .....	45
Damage to Property .....	45
Facsimile and Copy Machines .....	46

Fraud, Dishonesty and False Statements.....	46
Gambling.....	46
Hazardous and Toxic Materials .....	46
Honesty .....	46
Housekeeping.....	46
Illegal Activity .....	47
Insubordination .....	47
Media Inquires .....	47
Meetings.....	47
Misuse of Property .....	47
Nepotism Policy.....	47
Off-Duty Use of Facilities.....	48
Off-Duty Social and Recreational Activities .....	48
Outside Employment.....	48
Overtime and Work Schedule.....	48
Parking .....	48
Personal Appearance and Behavior .....	49
Personal Mail .....	49
Personal Telephone Calls and Visits.....	50
Personnel Records.....	50
Poor Performance.....	50
Protection of the Grand Junction Regional Airport’s Confidential Information .....	51
Publicity .....	52
Safety .....	52
Searches, Inspections & Workplace Privacy .....	52
Sleeping.....	53
Smoking .....	53
Social Media, Social Networking and Web blogs Policy .....	53
Solicitation - Distribution Policy .....	55
Theft .....	55
Unauthorized Interviews .....	55
Workplace Violence Policy .....	56
<b>Career Development and Changes in Status .....</b>	<b>56</b>

Advancement ..... 56  
Performance Evaluations ..... 56  
Changes in Personnel Records ..... 57  
Outside Inquiries Concerning Employees..... 57  
Involuntary Termination ..... 57  
Exit Interview..... 57  
To Sum It All Up ..... 57

## IMPORTANT NOTICE

---

This handbook is designed to acquaint you with the Grand Junction Regional Airport Authority (the “Airport”) and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of “employment contract.” The Airport has the ability to prospectively add, change, delete or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

NOTHING IN THIS HANDBOOK OR ANY OTHER POLICY, PROCEDURE, PRACTICE, OR BENEFIT IS INTENDED TO CREATE AN EXPRESS OR IMPLIED CONTRACT, GUARANTEE, PROMISE, OR COVENANT OF ANY KIND. EMPLOYMENT WITH THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY IS AT WILL, MEANING IT MAY BE TERMINATED BY THE EMPLOYEE OR THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AT ANY TIME WITHOUT NOTICE, CAUSE, OR ANY SPECIFIC DISCIPLINARY PROCEDURES.

Because the Airport is a growing, changing organization, the Airport reserves the right to add to, modify, or delete provisions of this Handbook or any other policy, procedure, practice, or benefit at any time without advance notice. For this reason, employees should check with Human Resources to obtain current information regarding the status of any policy, procedure, or practice.

No one other than the Airport Authority Board of Commissioners has the authority to alter the at-will relationship, to enter into an employment agreement, or to make any agreement contrary to this Handbook or Airport policy. Any such agreement must be in writing and signed by the Airport Authority Board of Commissioners Chairman. Your status as an “at-will” employee may not be changed except in writing signed by you and the Chairman of the Grand Junction Regional Airport Authority. This handbook shall supersede all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment.

# About the Grand Junction Regional Airport

---

## History

The Airport opened in 1930 as Grand Junction Municipal Airport. In 1942 it was renamed Walker Field for Walter Walker, a former publisher of The Daily Sentinel newspaper who obtained funds and business support for the Airport. On May 15, 2007, the Airport was renamed Grand Junction Regional Airport.

The Airport covers 2,357 acres at an elevation of 4,858 feet. The Airport has two asphalt runways: runway 11/29 is 10,501 by 150 feet and runway 4/22 is 5,502 by 75 feet.

The first airliners into the Airport were Monarch Douglas DC-3s in 1946-47. Until the 1980's Grand Junction Regional Airport was the only Colorado airport west of Denver to offer jet service.

## Mission

Provide safe, reliable, and sustainable aviation facilities to promote economic growth and a high quality of life in the region.

## Vision

Enable vibrant regional growth and make western Colorado accessible to the world.

## Core Values

- Service: We work hard with a positive attitude, honored and eager to serve our communities and our guests.
- Integrity: We are transparent, honest, admit mistakes, and keep the long-term interest of the airport at the forefront.
- Teamwork: Through efficient, respectful collaboration we work together to get results. We trust one another, are accountable for our actions, and communicate openly.
- Balance: We are dedicated to our work and honor our personal lives to optimize productivity and have fun.
- Ambition: We set and achieve big goals, we challenge the status quo, and we strive to improve every day.

## Let's Communicate

---

## **Employee Relations Philosophy**

The Airport is dedicated to continuing what we believe to be an excellent employee relations program. The Airport will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. The Airport will continue to look to you for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and employee relations.

## **If You Have a Problem**

If you have any questions concerning your job or this handbook, or if you encounter any work-related problems, we encourage you to discuss your questions or problems with us. We cannot address any of your questions, concerns, or problems unless we know about them.

If you have a problem, please talk with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor or if you feel your immediate supervisor cannot or has not satisfactorily resolved the problem, contact Human Resources. If you have a complaint of harassment, discrimination, retaliation, or request for accommodation, please refer to the Equal Employment Opportunity Policy, the Policy Against Harassment, or speak directly to Human Resources. If you still feel the need to speak to other members of management, we encourage you to contact the Executive Director, or the Airport Authority Board Chairman.

All Airport staff are responsible for the prevention and detection of fraud, misappropriations, and other inappropriate conduct. Reporting options are as follows: (1) to Legal Counsel via the Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442) or (2) via written or verbal notice to your supervisor or the Executive Director.

The Airport takes all concerns and problems that are brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

## **Fraud Prevention and Whistleblower Protection**

The Grand Junction Regional Airport Authority is committed to the highest standards of moral and ethical behavior by its employees and Board Members. The Airport has established a policy to discourage and prevent dishonest acts and/or fraudulent activity, and to advise employees and Board Members of their responsibility to report suspected fraudulent activity.

Please refer the Policy for more detailed information. As part of its Fraud Prevention and Whistleblower Protection Policy, employees may make complaints to the Airport's Whistleblower Hotline. The telephone number for the Whistleblower Hotline is posted in employee break areas, and employees may leave concerns or complaints on an anonymous basis.

## **What You Can Expect from Us**

---

### **Orientation**

Following your acceptance of employment, your assigned supervisor will discuss job duties and responsibilities, and you may be issued personal protective equipment. A copy of this Handbook will be available for you to read, review, and keep.

After reviewing the Handbook, you must sign the acknowledgement form at the end of the Handbook indicating your understanding of the information contained in the Handbook. This Statement will then be signed by your supervisor and returned to Human Resources. This signed acknowledgement form will become part of your personnel file.

### **Equal Employment Opportunity**

The Airport is committed to providing equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to disability, race, creed, color, sex, sexual orientation, gender identity or expression, hair, religion, age, national origin, ancestry, military or veteran status, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

### **Equal Pay Policy**

The Airport will not pay an employee a wage rate that is less than the wage rate paid to another Airport employee of different sex, race, or other protected status for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training or experience to the extent that they are reasonably related to the work in question; or travel if the travel is a regular and necessary condition of the work performed. An employee who believes their compensation does not comply with this policy should follow the Complaint Procedure below.

The Airport will not seek the wage rate history of a perspective employee or require disclosure of wage rate as a condition of employment; rely on a prior wage rate to determine a wage rate;

discriminate or retaliate against a prospective employee for failing to disclose the employee's wage rate history; discharge or retaliate against an employee for actions by an employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

## **Requests for Accommodation**

The Grand Junction Regional Airport is also committed to complying with the laws protecting qualified individuals with disabilities. The Airport will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Airport and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify Human Resources. Once the Airport is aware of the need for an accommodation, we will engage in an interactive process to identify possible accommodations that will enable you to perform the essential functions of the job.

Grand Junction Regional Airport will also reasonably accommodate employees for health conditions related to pregnancy or the physical recovery from childbirth, if the employee requests the reasonable accommodation, so long as the accommodation does not impose an undue hardship on the Grand Junction Regional Airport. Grand Junction Regional Airport may require the employee or applicant to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

Grand Junction Regional Airport will also reasonably accommodate nursing mothers by providing a private space to express milk that is near their work location and is not a toilet stall in a restroom. Nursing mothers may use their regularly scheduled meal and rest breaks to express milk. In the event an employee needs additional time to express milk, the employee and supervisor will agree upon a plan which may include the employee taking unpaid breaks or using paid leave, arriving at work earlier or leaving later.

If you believe that you have been treated in a manner that does not comply with these policies, please notify the Airport immediately, by speaking to Human Resources, your supervisor, or the Executive Director. The Airport takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.



## **Policy against Unlawful Harassment, Discrimination and Retaliation**

The Grand Junction Regional Airport is committed to providing a work environment that is free of unlawful harassment and unlawful discrimination. In furtherance of this commitment, the Airport strictly prohibits all forms of unlawful harassment or discrimination based on physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry or any other protected status in accordance with all applicable Federal, State and local laws. The Airport recognizes that discrimination can be the result of intentional behavior or when a policy or practice has a disparate impact on a protected class without justification for a principled reason.

The Airport's policy against unlawful harassment and unlawful discrimination applies to all employees of the Airport. The Airport prohibits managers, supervisors and employees from harassing or discriminating against co-workers as well as the Airport's customers, vendors, suppliers, independent contractors, and others doing business with the Airport. In addition, the Airport prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Airport from harassing or discriminating against our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

### **Discrimination & Harassment Prohibition**

1. **Equal Employment Opportunity.** There shall be no unlawful discrimination or harassment against Employees, domestic workers, applicants for employment because of hair, race or color, religion or creed, sex or gender, gender identity or gender expression, national origin or ancestry, age, sexual orientation, pregnancy, physical or mental disability, military status, genetic information, or other protected status. Equal employment opportunity, as required by law, shall apply to all personnel actions including, but not limited to recruitment, hiring, upgrading, promotion, demotion, layoff, or termination
2. **"Age"** as used above refers to the age group 40 years of age and above.
3. **Hair and Race.** The term "race" includes, but is not limited to, hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, such as but not limited to braids, locks, twists, tight coils or curls, cornrows, Bantu knots, Afros, and/or headwraps.
4. **Sex, Gender Identity, Gender Expression, and Sexual Orientation.** Sex and gender discrimination includes unlawful discrimination on the bases of sex, gender identity, gender expression, pregnancy, or sexual orientation. Colorado law defines "sexual orientation" as "an individual's identity, or another individual's perception thereof, in relation to the gender or genders to which the individual is sexually or emotionally attracted and the behavior or social affiliation that may result from the attraction." Colorado law

defines “gender expression” as “an individual’s way of reflecting and expressing the individual’s gender to the outside world, typically demonstrated through appearance, dress, and behavior.” Finally, “gender identity” means “an individual’s innate sense of the individual’s own gender, which may or may not correspond with the individual’s sex assigned at birth.”

5. **“Genetic Information.”** Genetic information includes: 1) information about a person’s genetic tests; 2) information about the genetic tests of that person’s family members; 3) a person’s family medical history (i.e., the manifestation of a disease or disorder in a person’s family members, often used to determine if a person has an increased risk of getting a disorder, disease or condition in the future); 4) a person’s request for, and receipt of, genetic services; 5) a person’s participation in clinical research that includes genetic services (or the person’s family members participation); 6) the genetic information of a fetus carried by a person or a family member of the person; 7) the genetic information of an embryo legally held by a person or a family member using assisted reproductive technology.
  
6. **Accommodations for Pregnancy and Pregnancy-Related Conditions.** The Airport will provide reasonable accommodations to an applicant for employment, or an Employee, because of pregnancy, health conditions related to pregnancy or physical recovery from childbirth, absent an undue hardship on the Airport. And the Airport will not deny employment opportunities because of its need to make pregnancy-related reasonable accommodations. The Airport will not force an applicant or Employee affected by pregnancy-related conditions to accept an accommodation that she has not requested or that is unnecessary to perform the essential function of her job. Similarly, the Airport will not require a pregnant Employee to take leave if there is another reasonable accommodation that may be provided.
  
7. **“Sexual Harassment”** occurs when an Employee is subjected to **unwelcome conduct based on sex or gender that is severe or pervasive** and: (1) which conduct is either an explicit or implicit condition of an individual’s employment; (2) submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting the individual, e.g. salary increases; (3) or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment. Unprofessional conduct may rise to the level of sexual harassment if it is unwelcome, based on sex, and severe or pervasive. Unprofessional conduct includes, but is not limited to, unwelcome sexual advances or propositioning, jokes of a sexual nature, unwelcome sexual comments about someone’s clothing or appearance, intimate stories about one’s sex life, sexually explicit photographs or drawings, unwelcome touching of a sexual nature, and adverse treatment based on gender. Unprofessional conduct may result in discipline or termination, regardless of whether it rises to the level of unlawful sexual harassment.

8. **Harassment Based on a Protected Classification.** Conduct on the basis of any protected status listed above is unlawful where it is unwelcome, severe or pervasive, and unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. Slurs, derogatory statements or demeaning treatment, jokes and stereotyping based on protected status are unprofessional and may result in discipline or termination, regardless of whether they rise to the level of unlawful harassment.
9. **Treat Unwelcome Conduct as Unwelcome.** If you find someone's conduct sexually harassing, or harassing on another protected basis, do not encourage that person to continue by indicating that you like or approve of the conduct. Do not reciprocate by engaging in similar conduct. For example, don't tell jokes that you wouldn't want someone to tell you; don't hug others if you don't want them to hug you.
10. **Disability and Religious Accommodation.** The Airport will make reasonable accommodation for qualified individuals with known disabilities in accordance with the Americans with Disabilities Act (ADA) and Employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to the Airport or create a direct threat to the Employee or others. Requests for reasonable accommodation must be directed to one or more of your supervisor or Human Resources Department. It is the Employees responsibility to notify the Airport of any accommodation the Employee believes is required to allow the Employee to be able to perform his or her job.
11. **Non-Employees.** Employees shall not in the course or scope of their employment, unlawfully discriminate against, or harass, or engage in unprofessional conduct toward non-Employees based on the non-Employee's race or color, religion or creed, sex or gender, sexual orientation, national origin or ancestry, age of 40 or over, physical or mental disability, genetic information, military or other protected status. Such conduct may result in discipline or termination.
12. **Reporting Discrimination or Harassment.** Any Employee who is subjected to or who observes conduct that the Employee honestly believes is in violation of the Airport's Discrimination and Harassment policy must immediately report it to their supervisor, or Human Resources. This includes conduct by co-workers, supervisors, officers or directors, agents, clients, suppliers, or others encountered during the course and scope of your employment. It is the Airport's desire to maintain a professional working environment and to prevent any unlawful discrimination or harassment in employment.

Employees are strongly advised that they should not quit employment because of conduct that violates this policy rather than reporting such conduct. Please give the Airport a reasonable opportunity to investigate and correct any violations of this policy. Upon receiving a report of conduct that may violate this policy, the Airport will investigate the circumstances and take appropriate action in a reasonable and timely manner. Because of the need to investigate and act, the Airport cannot promise confidentiality regarding a

reported violation of this policy. The Airport will, however, do its best to keep the Employee's claim confidential, but no guarantee can be made the Airport will be able to do so.

13. **Discipline/Termination.** An Employee engaging in any unlawful discrimination or harassment against another Employee shall be subject to disciplinary action that may include termination of employment, demotion, or suspension, or whatever disciplinary action the Airport deems appropriate under the circumstances. Employees may be disciplined or terminated for unprofessional conduct in violation of this policy, even if the conduct is not so severe or pervasive that it is unlawful conduct.
14. **Equal Pay for Equal Work.** The Airport will not unlawfully discriminate between Employees on the basis of sex, sexual orientation, gender identity, or gender expression (hereinafter collectively referred to as "sex"), including by paying an Employee of one sex a wage rate less than the rate paid to an Employee of a different sex for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training, or experience to the extent that they are reasonably related to the work in question; or travel, if the travel is a regular and necessary condition of the work performed. Accordingly, if you believe that your compensation does not comply with this requirement, please contact Human Resources. Further, the Airport will not seek the wage rate history of a prospective Employee or require disclosure of wage rate or prior benefit information as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective Employee for failing to disclose the Employee's wage rate history; discharge or retaliate against an Employee for actions by an Employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an Employee for inquiring about, disclosing, or discussing the Employee's wage rate. Finally, the Airport also identifies that it will announce to all Employees employment advancement opportunities and job openings and the pay range for the openings to the extent required by Colorado law.
15. **Cooperation/No Retaliation.** Employees must cooperate fully during an investigation and must provide the investigator with honest and complete responses. No Employee shall be retaliated against for making a report of conduct that the Employee honestly and reasonably believes is in violation of this policy or the law, or for participating in an investigation of such conduct. Any retaliatory conduct against the Employee must be reported using the above procedure for reporting discrimination and harassment. The Airport will investigate the circumstances and take appropriate action.

## **Examples of What Constitutes Prohibited Harassment**

In addition to the conduct listed above, the Airport strictly prohibits harassment concerning race, creed, color, and religion, national origin, disability, health conditions related to pregnancy or the physical recovery from childbirth, age, sexual orientation, military, or veteran's status, genetic information, or any other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning any of these protected characteristics includes:

- slurs, epithets, and any other offensive remarks.
- threats, intimidation, and other menacing behavior.
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or Human Resources.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments, and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

## **Examples of What Constitutes Prohibited Discrimination**

Examples of prohibited types of discrimination based on physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, race, creed, color, sex, sexual orientation, religion, age, national origin, military or veteran's status or any other protected characteristic include, but are not limited to the following:

- denying employment opportunities to an applicant because of their appearance or accent.
- distinctions in the quality, quantity, or way a benefit or service is provided.
- segregation or separate treatment.
- restriction in the enjoyment of any advantages, privileges, or other benefits provided.
- failure to adequately advise eligible employees of the existence of services or benefits.
- use of criteria or methods of administration that would defeat or substantially impair the accomplishment of program objectives or would more heavily affect members of a protected group.

Complaints of harassment or discrimination which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Airport prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment or discrimination which are reported to management will be

treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

## **Public Health Emergency Whistleblower Policy**

The Airport encourages employees to express concerns about safety in the workplace to their immediate Supervisor or Human Resources In accordance with C.R.S. 8-14.4-101, et seq., the Airport prohibits discrimination or retaliation against an employee who, during a public health emergency, (a) raises reasonable concerns about, (b) opposes, or (c) testifies, assists or participates in a hearing about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency. The protections in this policy do not apply to an employee who discloses information he/she knows to be false or with reckless disregard for the truth or falsity of the information.

Employees are permitted to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the PPE provides more protection than equipment provided by the Airport; is recommended by a government health agency; and does not make the employee unable to do their job. The Airport will not discriminate or retaliate against an employee for wearing their own PPE in accordance with this policy.

An employee who believes the Airport has violated this policy should submit a written complaint pursuant to the Complaint Procedure for Reporting Unlawful Harassment or Discrimination.

## **Immigration Compliance**

As a condition of employment and in compliance with Federal and Colorado law, each new employee must complete an I-9 Form and a Colorado Affirmation of Work Status form and present documents that establish identity and employment eligibility. Identity can be established by providing a current State-issued driver's license, a State-issued identification card, or similar document such as school identification with photograph, voter's registration card, or military service record. An employment eligibility document is a Social Security card, a birth certificate, or an immigration document. You will not be allowed to continue employment until you provide proper documentation.

## **Application Information**

**The Grand Junction Regional Airport may investigate or request information regarding any portion of the requested information (i.e., previous work history) and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information. The completed application will be made part of the personnel file of those applicants who are hired.**

## **Personal Identifying Information**

The following policy is intended to safeguard personal identifying information received by the Grand Junction Airport. For purposes of this policy, “personal identifying information” (PII) includes social security numbers; personal identification numbers; passwords; pass codes; official state or government-issued driver’s license or identification card numbers; government passport numbers; biometric data (i.e. finger print or retina scan); employer, student, or military identification numbers; or financial transaction devices (i.e. credit cards, debit cards, banking cards, electronic fund transfer cards, guaranteed check cards, and financial account numbers).

To ensure the protection of PII, including that of Airport employees, from unauthorized access, use, modification, disclosure or destruction, access to PII is limited to human resources employees, airport security personnel, and finance and accounting employees (only as necessary to process payroll and benefits on behalf of the employee).

Unless otherwise required by state or federal law or regulation, when paper and electronic documents received by the Airport containing PII are no longer needed for its business purposes, the Airport will destroy or arrange for the destruction of the documents in its custody by shredding, erasing, or otherwise modifying the PII in the documents to make the information unreadable or indecipherable through any means.

The Airport will take no more than 30 days to provide Employees notice of a security breach that results in or is likely to result in the misuse of PII when the breach involves a Colorado resident's first name or first initial and last name in combination with: the individual’s social security number; student, military, or passport identification number; driver's license number or identification card number; medical information; health insurance identification number; or biometric data; username or email address, in combination with a password or security questions and answers, that would permit access to an online account; or an account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to that account, when any of these data elements are not encrypted, redacted, or secured by any other method rendering the name or the element unreadable or unusable.

## **Employee Classification**

### **Full-Time Employees**

Full-time employees are employees who are normally scheduled to work at least thirty (30) hours per week, as determined by the Grand Junction Regional Airport in its sole discretion and are eligible for all Airport offered benefits.

### **Part-Time Employees**

Part-time employees are employees who are normally scheduled to work fewer than thirty (30) hours per week, as determined by Grand Junction Regional Airport in its sole discretion, are not eligible for benefits with the exception of those required by law.

### **Temporary Employees**

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment more than that originally planned. Temporary employees are not eligible for benefits except for paid sick leave as set forth in the paid sick leave policy.

### **Exempt Employees**

Exempt employees are exempt from overtime.

### **Non-Exempt Employees**

Non-exempt employees are entitled to overtime pay.

### **Meal and Rest Periods**

All employees who are scheduled to work at least five consecutive hours will receive an uncompensated, uninterrupted, and duty-free meal period of at least 30 minutes. In addition, employees who are scheduled to work at least four consecutive hours will receive one compensated 10-minute rest period for each four-hour work period.

Employees with Aircraft Rescue Firefighting job duties may encounter days which do not allow for an uninterrupted, duty-free meal period. If the operational demands of the Airport require an employee to work through this period, the employee will be compensated for such time, so long as it is approved by the employee’s supervisor, prior to the occurrence.

## **Grand Junction Regional Airport Benefits**

---



The Grand Junction Regional Airport provides the following benefits to eligible employees. The Grand Junction Regional Airport reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

## **Your Pay**

Employees are paid biweekly on Fridays. Employees should pick up their own paycheck, or voucher, on the normally scheduled pay day. If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of Human Resources or Payroll immediately.

The workweek starts on Sunday at 12:00am and runs through Saturday at 11:59 midnight.

## **Call Back Pay**

Non-exempt employees who physically respond to an unanticipated situation arising at times other than during regularly scheduled working hours shall be compensated in the following manner:

- Call back pay shall be compensated at the employee's normal rate of pay.
- Call back pay shall count as hours worked for the purpose of computing overtime.
- A minimum of two (2) hours pay shall be guaranteed for each call back

If the call requires the employee report back to the airport, the employee must either clock in from a computer or have "locations" enabled when clocking in from their cell phone.

Non-exempt employees who receive a work-related phone call in the middle of the night, and the call does not require them to report to the airport shall be compensated in the following manner:

- A minimum of one (1) hour pay shall be guaranteed for each call.
- Pay shall count as hours worked for the purpose of computing overtime.
- Pay shall be compensated at the employee's normal rate of pay.

Being called into work early does not qualify for call back pay.

Employee may be asked to provide proof of phone call.

## **Timekeeping Procedures**

Unless otherwise notified, each employee is required to accurately record his or her hours of work for Grand Junction Regional Airport using a time sheet. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor prior to processing your paycheck for the pay period. Accurately recording all your time is required to be sure that you are paid for all hours worked as required by the wage and hour laws. "Off clock" work time and working outside of your regularly scheduled shift without prior

approval is not permitted. “Hours worked” is defined by law as all-time an employee is subject to the control of an employer and includes all time that an employee is suffered or permitted to work, whether required to do so.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

You will be informed your first day on the job whether you are required to keep your time by a time clock, a time sheet, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections needed to your timecard or time record must be requested by you in writing and changed by your Department Director. Under no circumstances may any employee punch or record another employee’s timecard.

## **Pay Deductions**

The Grand Junction Regional Airport will make deductions for the following:

- Federal and State income taxes.
- Colorado Public Employee Retirement Association wage deductions.
- Garnishments, including child support or other court ordered wage deductions.
- Employee’s portion of group insurance premiums.
- Group insurance premiums for coverage of eligible dependents.

**No** other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee’s pay stub. Questions regarding payroll deductions should be directed to the Human Resources or the Payroll Department.

## **Expense Reimbursement**

Grand Junction Regional Airport reimburses employees for expenses reasonably incurred on behalf of the Grand Junction Regional Airport and approved in advance by Grand Junction Regional Airport management. All requests for reimbursement should be submitted to your supervisor for consideration. Submission of original receipts are required for all reimbursement requests.

## **Garnishments & Support Orders**

Employees should be aware that a court can order Grand Junction Regional Airport to deduct amounts directly from an employee's pay when that employee has failed to pay his or her personal debts.

### **Debts to Employer**

#### **Court-Ordered Garnishments**

Any court-ordered garnishment for child support, family support, bankruptcies, or other judgments rendered against an employee must be forwarded immediately to Grand Junction Regional Airport's Human Resources Department for processing.

#### **Federal Tax Levies**

A levy from the Internal Revenue Service must be forwarded immediately to the Grand Junction Regional Airport's Human Resources for processing.

#### **Support Orders**

State and Federal laws require Grand Junction Regional Airport to withhold part of employees' wages to satisfy child support orders. When Grand Junction Regional Airport receives a support withholding notice, it immediately will begin withholding wages as specified in the notice. Grand Junction Regional Airport will continue to withhold wages for child support until otherwise notified by the child support enforcement agency. Withholding child support takes priority over all other wage garnishments or deductions.

Grand Junction Regional Airport will honor and service all out-of-State child support withholding orders it receives, in compliance with Federal law.

Grand Junction Regional Airport will inform the State child support agency when an employee subject to child support withholding leaves the Grand Junction Regional Airport. The notice will provide the employee's last known home address and telephone number, as well as the new employer's name and address, if known.

Employees will not be disciplined or discharged because of a child support withholding order. In addition, applicants will not be refused hire because of a support withholding order.

#### **Administrative Fees**

Grand Junction Regional Airport deducts a fee of Four Dollars (\$4.00) from the employee's remaining earnings after deducting the appropriate amount for each mandatory or voluntary family support payment it processes.

## Paid Time Off

### General Information and Eligibility

Full-time employees accrue Paid Time Off to use for vacations, holidays, medical/dental appointments, personal business, childcare, pregnancies, bereavement, family emergencies, to supplement paid sick leave, or for any other valid absence as determined by his/her Department Director. Use of PTO to supplement paid sick Leave shall comply with the Paid Sick Leave policy below.

PTO hours include vacation leave and holiday leave. Full-time employees shall accrue the following amount of Paid Time Off on a bi-weekly basis for 26 pay periods each year.

### Bi-weekly and Annual Accrual Amounts

Years of Service	Bi-Weekly Accrual	Annual Accrual Hours
1 through 4	9.38 Hours	243.88 Hours
5 through 9	10.38 Hours	269.88 Hours
10 or more	11.38 Hours	295.88 Hours

### PTO Accrual Breakdown

#### Hire Date

New employees will start with 40 hours of PTO in their PTO bank and will have immediate access to it. Accrual of PTO will begin once the employee has worked the amount of time for 40 hours to be accrued (about 5 pay periods according to current accrual rate of 9.38 hours)

#### Years of Service 1-4

80.00 Holiday Hours (3.07 Hours per Pay Period)  
163.88 Paid Time Off Hours (6.30 Hours per Pay Period)

#### Years of Service 5-9

80.00 Holiday Hours (3.07 Hours per Pay Period)  
189.88 Paid Time Off Hours (7.30 Hours per Pay Period)

#### Years of Service 10 or more

80.00 Holiday Hours (3.07 Hours per Pay Period)  
215.88 Paid Time Off Hours (8.30 Hours per Pay Period)

## Maximum Accumulation of Time Off

Years of Service	Annual Accrual Hours	Max Accrual
1 through 4	243.88 Hours	300 Hours
5 through 9	269.88 Hours	330 Hours
10 or more	295.88 Hours	360 Hours

PTO shall not count as hours worked for purposes of computing overtime.

Employees may not accrue over their maximum accrual limit unless the overage is caused by the Airport and approved by Human Resources and the Executive Director.

## PTO and Holidays

Employees who do not work on a scheduled Holiday that occurs on a regular workday shall have each holiday charged against PTO. Time worked on holidays shall count as hours worked for purposes of computing overtime. When a holiday falls on an employee's regularly scheduled day off, no PTO shall be charged or paid for that day.

## Observed Holidays

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

When a holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, it is observed the following Monday.

Holiday leave shall accrue at a rate of 8 hours per recognized holiday and be added to the employee's Paid Time Off (PTO) accrual, each pay period. (For example, 10 recognized holidays would accrue at a rate of 80 hours per year, or 3.07 hours per pay period).

Except as provided in the following paragraph, employees who are required to work holidays shall be allowed to take PTO at other times during the year as scheduled.

Employees may not accrue over their maximum accrual limit unless the overage is caused by the Airport and approved by Human Resources and the Executive Director.

### **Scheduling Paid Time Off**

Scheduled PTO is distinguished from Unscheduled PTO by the degree of control or discretion that the Airport, through its supervisors and Department Directors, exercise in the scheduling of leave time.

### **Scheduled Use**

The scheduling of time off shall be at the discretion of the supervisor and/or Department Director based upon operational needs.

Employees should submit a leave request at least four (4) weeks in advance of the use of leave, to the Supervisor or Department Director for approval. The supervisor or Department Director has the option of denying or rescheduling the leave to another date and/or time based upon the operation needs of the Airport. Every reasonable effort will be made to accommodate the employee's requested Paid Time Off.

### **Unscheduled Leave**

In the event the employee is unable to work due to an unforeseen personal illness, injury or other unforeseen reasons, the following provisions shall apply:

- **Notification:** If unable to report to work for any reason, employees shall communicate this fact to their supervisor. Leaving messages with other employees or on voice mail is not acceptable. Failure to call in when absent may result in forfeiture of pay and may result in disciplinary action up to and including termination.
- **Verification of Need:** The employee may be asked to furnish proof that unscheduled use of PTO was unavoidable. Such proof may be requested from the supervisor, Human Resources, or the Executive Director.
- **Unscheduled Time without Pay:** In the event an employee must be off the job on an unscheduled basis and has not accrued Paid Time Off to cover the absence, he/she may request leave without pay which is subject to approval by the Executive Director.

## **Payment for PTO at Separation**

Upon separation, full-time employees will be paid for all accrued but unused PTO; part-time employees will not be paid for unused PTO.

## **Paid Sick Leave**

Full-time employees are credited three and one half (3.5) hours of Sick Leave per pay period.

Full-time employees accumulate Sick Leave up to a maximum accrual limit of 520 hours. Effective *May 20, 2015*, employees with a Sick Leave bank more than 520 hours will be permitted to keep the unused leave for future use, however, no hours will accrue above the 520-hour limit, and once the bank falls below 520 hours, the employee will be subject to the 520-hour maximum accrual limit. Full-time employees will only be permitted to use a maximum of 520 hours in a 12-month period.

Part-time and temporary employees are credited one (1) hour of Sick Leave for every thirty (30) hours worked. Part-time and temporary employees accumulate Sick Leave up to a maximum accrual limit of 52 hours and may not use more than 52 hours of Sick Leave in a 12-month period. Employees may use Sick Leave for the following reasons:

- 1) The employee has or is caring for a family member that has a mental or physical illness, injury, or health condition that prevents the employee from working;
- 2) The employee or family member the employee is caring for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- 3) The employee or a family member the employee is caring for needs to obtain preventive care; or
- 4) The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, obtain services from a victim services organization, obtain mental health treatment, seek relocation, or seek legal services.

For purposes of this policy, a family member is defined as another person related by blood, marriage, civil union, or adoption; foster or legal guardianship; or any person whom the employee is responsible for providing or arranging health-related care as defined in the Colorado Healthy Families and Workplaces Act.

In the event of a public health emergency related to infectious pandemics, epidemics or bioterrorism, full-time employees may use 80 hours of paid sick (part-time employees may use an amount equal to how much they are scheduled to work or work on average in a 14-day period) leave for the following reasons:

- 1) The employee's need to self-isolate or seek medical care after experiencing symptoms or being diagnosed with a communicable illness that is the cause of the public health emergency.

- 2) The employee's need to seek preventive care or to care for a family member who is seeking preventive care concerning a communicable disease that is the cause of the public health emergency.
- 3) The employee's need to care for a family member who is self-isolating or needs medical care after experiencing symptoms of or being diagnosed with an illness that is the cause of the public health emergency.
- 4) The employee's inability to work due to a health condition that may increase the employee's susceptibility to or risk of a communicable disease that is the cause of the public health emergency.
- 5) The Airport or a public official or health authority with jurisdiction over the Airport determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable disease that is the cause of a public health emergency or because the employee is exhibiting symptoms of the communicable disease regardless of whether the employee has been diagnosed with the communicable illness.
- 6) The employee's need to care for a family member after the family member's employer or a public official or health authority with jurisdiction over the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable disease that is the cause of a public health emergency or because the family member is exhibiting symptoms of the communicable disease regardless of whether the family member has been diagnosed with the illness; or
- 7) The employee's need to care for their child or other family member because the individual's childcare provider is unavailable due to a public health emergency, or if the individual's school or place of care has been closed by a public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely.

If an employee does not have enough accrued Sick Leave for use during a public health emergency (80 hours for full-time employee and prorated amount for part-time employee), the employee may use PTO. If the employee has used all accrued Sick Leave and PTO, the Airport may supplement the employee's accrued paid leave as necessary.

Upon separation, employees will not be paid for unused Sick Leave.

For paid sick leave of four or more consecutive workdays, the employee may be asked to bring medical certification verifying that the Sick Leave is for a purpose authorized by this policy.

Employees who are on Sick Leave will continue to accrue paid time off and Sick Leave for up to thirty (30) consecutive days. After thirty (30) consecutive days, paid time off and Sick Leave will stop accruing.



Employees should communicate to their supervisor their need to use Sick Leave as early as possible and shall make a reasonable effort to schedule the use of paid Sick Leave in a manner that does not unduly disrupt the Airport's operations.

Sick leave shall not count as hours worked for purposes of computing overtime.

## **Medical Insurance**

The Airport offers medical insurance coverage for our eligible employees and eligible dependents, beginning on the first day of the month after completion of your sixty (60) day introductory period.

Costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Dependent coverage is also available, for a specific dollar amount each month depending on the level of coverage chosen. Employee's costs for medical insurance will be processed through payroll deductions.

Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits. Additionally, you may contact Human Resources for additional information and specific costs.

## **IRS Section 125 – Cafeteria Plan**

The Airport can offer eligible employees the ability to pay for certain insurance coverage with "before tax" dollars rather than "after tax" dollars. As you become eligible for these benefits and you elect to cover yourself and/or your family, you will become eligible to participate in our Section 125 – Cafeteria Plan. The terms and conditions of the Plan are controlled by the applicable plan document. A plan summary will be made available to you if you enroll for insurance.

## **Health Insurance Continuation**

In the event of termination of employment, former employees and dependents who were covered for the previous 3 months will be permitted to continue healthcare insurance for up to 18 months in accordance with Federal and Colorado State law.

## **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue medical and dental insurance through COBRA:

- Termination
- Reduction in hours
- Divorce or legal separation
- Death of the employee

- Eligibility for Medicare
- Loss of dependent child status under the plan

All administrative rules and processes, such as open enrollment periods, as well as changes in plan benefits and premiums, apply to those on continuation coverage. Please refer to the medical insurance plan document or contact Human Resources for more information.

## **Dental and Vision Insurance**

Dental and vision insurance coverage may be available through the Airport for our eligible employees and eligible dependents. Eligibility requirements and costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your right to benefits.

## **Life Insurance**

The Airport offers life insurance coverage for full-time employees, beginning on the first day of the month after hire. The Grand Junction Regional Airport pays the entire cost of this insurance. Please consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your right to benefits.

Additional life insurance benefits may be available at an additional cost to Employees.

## **Colorado Public Employers Retirement Association**

The Grand Junction Regional Airport Authority provides employees with Colorado Public Employees Retirement Association (PERA).

PERA is a substitute for Social Security. Benefits are pre-funded, which means while an employee is working, he or she is required to contribute a fixed percentage of their salary to the retirement trust funds and the Airport will also contribute a fixed percentage for each employee in accordance with the current PERA plan requirements.

## **401(k) Retirement Savings Plan**

The Airport Authority offers a 401(k) plan through Colorado PERA. The Colorado PERA 401(k) Plan is a voluntary defined contribution plan. If an employee elects to contribute funds into a Colorado PERA 401(k) Plan, the Airport will match the funds contributed, up to 4% of an employee's gross pay per calendar year, beginning January 1<sup>st</sup>. The employee must contribute to the Plan for the Airport to match the funds. The funds contributed are matched dollar for dollar, up to a maximum of 4% of the employee's gross pay per calendar year. The Airport Authority will only match funds for full-time regular employees who have at least one (1) year of service. For additional information, contact the Human Resources.

## **Long-Term Disability Insurance**

The Airport Authority provides access to long-term disability insurance coverage for our eligible employees, beginning on the first day of the month after completion of your sixty (60) day introductory period. Third party providers may provide this coverage directly to you. You are responsible for the entire cost of this insurance. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

## **Health and Wellness Benefit**

Grand Junction Regional Airport encourages employees to achieve and maintain a healthy lifestyle through physical fitness, therefore the Airport has established a benefit for the reimbursement of an individual gym membership.

Gym membership reimbursement is available to full-time employees who have been employed for a minimum of 6 months.

Employees will be reimbursed for an amount determined annually during the budget cycle, for eligible fees. Eligible fees include annual or monthly fees for an individual membership at a fitness center. Enrollment fees (if applicable) are ineligible. Employees with a family membership must provide documentation of the cost for an individual membership and will be reimbursed based upon that amount.

Employees must follow the reporting procedure to be reimbursed. A reimbursement request and copy of the receipt must be submitted, prior to reimbursement. Reimbursement reports must be submitted to the Human Resources Department.

Recreational activities, weight-loss programs, smoking-cessation programs, and other similar programs, although encouraged as part of an overall fitness program, do not qualify for reimbursement.

The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

Employees should consult with a physician before beginning a physical regimen.

## **Training and Educational Assistance**

Employees may be given the opportunity to attend training or educational programs in the course of their employment. The Grand Junction Regional Airport may prepay, pay, or reimburse employees for the cost and certain expenses associated with attending an approved training or educational course. To receive reimbursement, the employee must (1) receive advanced written authorization from their direct supervisor to attend the course and (2) successfully complete the course.

Employees should contact their immediate supervisor before registering for any training or other educational course to learn whether the program will be covered under the Grand Junction Regional Airport's policy. The Grand Junction Regional Airport is not responsible for the payment or reimbursement of any costs or expenses associated with an employee's attendance at a lecture, training program or other educational program, if the employee fails to receive advanced written authorization and/or the employee fails to successfully complete the course. Employees who leave the Airport within one year of receiving training or educational assistance may be required to reimburse the Airport for some of all the training and educational assistance costs.

## **Civic Duties**

Grand Junction Regional Airport encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen and are pleased to assist you in the performance of your civic duties.

### **Jury Duty**

An employee served with a summons to jury duty must inform his/her supervisor by the next regular workday and provide a copy of the summons. Employees will receive leave for jury duty. An employee who is called to perform jury duty will receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such service. However, if an employee is scheduled to work a night shift on the same day the employee serves on a jury, the employee will be granted leave from work for the entire day and will receive their regular compensation for the hours they would have worked on the night shift. Employees shall remit to the Airport any pay (excluding expense reimbursement) received from the government for jury duty that covers the same period for which the employee is receiving pay from the Airport. The Airport's obligation to pay compensation while an employee is on jury duty is conditioned on the employee providing the Airport with a jury service certificate from the Court confirming that the employee was on jury duty for that period. Except as otherwise provided herein, employees are expected to return to work on any day or portion of day they are released from jury duty.

### **Witness Duty**

If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

### **Voting**

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take time off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Grand Junction Regional Airport reserves the right to request a copy of your voter's receipt following any time off to vote.

## **Family Medical Leave Act (FMLA)**

To the extent that the Family and Medical Leave Act (FMLA) applies, eligible employees may receive a total of 12 workweeks of unpaid leave during any 12-month period. This Act provides for leave in connection with incapacity due to pregnancy, prenatal medical care, or childbirth; the care of the employee's child after birth or placement for adoption or foster care; the care of a child, spouse, as that term is defined by the FMLA, or parent who has a serious health condition; or serious health condition of the employee that makes the employee unable to perform the employee's job.

For purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either:

- An overnight stay in a medical care facility, OR
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Military Caregiver Leave**

Military caregiver leave is available to care for a "covered servicemember" with a "serious injury or illness" as those terms are defined by the FMLA. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. FMLA leave already taken for other FMLA circumstances will be deducted from the total 26 weeks available for military caregiver leave.

Eligible employees with a spouse, child, or parent on covered active duty or called to covered active-duty status may also use their 12-week FMLA leave entitlement to address certain qualifying exigencies as set forth in the FMLA.

### **Eligibility and Terms of Leave**

An employee is eligible for family leave if he/she has been employed by the Airport for at least 12 months and has worked at least 1,250 hours during the 12-month period preceding the requested leave. Leave will consist of accumulated paid leave and leave without pay.

Intermittent leave or leave on a reduced leave schedule may be approved to coincide with a health treatment plan or other appropriate requirements for an individual employee, spouse, parent, or child. Such intermittent leave must be determined to be medically necessary by a health care provider. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking approved intermittent leave or reduced schedule leave may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

When necessary FMLA leave is foreseeable, the employee must provide the Airport with at least 30 days' notice before the date the leave begins. If the event requires leave to begin in less than 30 days, the employee must provide such notice as is practicable and make a reasonable effort to schedule the treatment to avoid unduly disrupting Airport operations. A family member of the employee may give the notice if the employee is unable to do so.

Employees must provide sufficient information for the Airport to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the Airport if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Airport may also require that a request for FMLA leave be supported by a certification and periodic recertification supporting the need for leave. If notification and appropriate certification are not provided in a timely manner, approval of leave may be denied.

The Airport will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required. If they are not eligible, the Airport will provide the reason for the ineligibility. The Airport will also inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the Airport determines that the leave is not FMLA-protected, the Airport will notify the employee.

The Airport will not interfere with, restrain, or deny the exercise of any right provided under FMLA. The Airport will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to the FMLA.

Most employees returning from FMLA leave shall be restored to the original or equivalent position with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

The taking of FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

The Airport will maintain equivalent coverage and premium level under the Airport's group health plan for the duration of an employee's FMLA leave. The Airport may recover any benefit premiums paid for the employee if the employee fails to return from leave, unless the failure to return from leave has resulted from a continuation of a serious health condition or other circumstances beyond the employee's control.

Employees who are on approved FMLA leave will continue to accrue paid time off and Sick Leave benefits at their regular accrual rate.

If an employee fails to report to work promptly at the end of the medical leave, the Airport will assume that the employee has resigned.

### **Leave Without Pay Not Covered by FMLA**

Leave without pay not covered by the FMLA may be granted in cases of emergency and/or when a leave of absence would not be contrary to the best interests of the Airport. Employees are required to exhaust accrued paid time off prior to taking unpaid leave under this section. A leave of absence may be granted only upon written request by an employee who presents the reason for the leave.

A request for a leave of absence without pay may be granted by the Executive Director, at his/her sole discretion, depending on the merits of the individual case. If approved, an employee may work a modified schedule while taking periods of leave without pay. In this circumstance, the employee will accrue personal time off based on the number of hours worked.

If an employee is taking leave without pay, the following conditions will apply:

- The Airport may fill a position formerly held by an employee on leave without pay.
- Fringe benefits shall not accrue during a period of leave without pay not covered by the FMLA, nor will the Airport make any contributions during such period for retirement or group insurance programs. However, the employee may participate in the group insurance programs during such period, provided the employee deposits in advance with the Airport the amounts necessary to cover the total cost of the premiums. Computation of service, for pension purposes other benefit plans, and the effect of leave without pay will be determined in accordance with the provisions of the applicable plan.
- The Airport may make reasonable efforts to reinstate the employee to the same position previously occupied or to a similar position following a leave of absence. The Airport, however, cannot guarantee that the same position or a similar position will be available at the time an employee desires to return to work.
- In the event an employee has been granted leave without pay and the Airport decides to fill the position while the employee is on leave, the employee will be given written notice of the Airport's decision and the option to return to work on a designated date. The designated return to work date shall be no less than two (2) weeks after the date of the notice. This notice will be sent via first class mail to the last official address provided by the employee. The employee shall have one week from the date of the notice to advise the Airport whether he or she will return to work on the designated date. If the employee fails to respond timely or advises the Airport that he or she will not return to work on the designated date, the employee shall be deemed to have resigned from his or her employment with the Airport. The resignation shall be effective the date the employee advises the Airport of his or her intent not to return to work or ten days after the date of the notice, whichever occurs first.

## **Bereavement Leave**

Our full-time employees are eligible to receive up to three (3) days of unpaid bereavement leave in the event they miss regularly scheduled workdays due to the death or funeral of a member of the employee's immediate family.

For this policy, immediate family is defined as:

- Parents
- Stepparents
- Father-in-law
- Mother-in-law
- Grand Parents
- Brother
- Sister
- Stepbrother
- Stepsister
- Brother-in-law
- Sister-in-law
- Spouse
- Child
- Stepchild
- Grandchild
- Son-in-law
- Daughter-in-law

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for unpaid bereavement leave will not commence until the next regularly scheduled workday which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

## **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of State and Federal laws. You are expected to notify the Grand Junction Regional Airport of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

## **Volunteer Firefighter Leave**

Unpaid volunteer firefighter leave is available to any employee who is a recognized voluntary firefighter. If you are a voluntary firefighter, we encourage you to provide documentation of your status to your manager as soon as possible. An employee who is a volunteer firefighter will not be disciplined for failing to report to work because of an emergency summons if the employee provides a written Statement from the chief of the fire department that the employee's absence was due to the response. An employee who is a volunteer firefighter will not be disciplined for leaving work to respond to an emergency summons if the employee is not essential to the operation of daily business, the employee has previously received written documentation from the fire chief notifying the employer of the employee's status as a volunteer firefighter, the emergency is within the response area of the employee's fire department and is of such magnitude that the emergency summons issued requires all firefighters to respond, and the employee later provides



documentation from the fire chief verifying the time, date, and duration of the employee's response.

## **Safety & Health**

---

### **Accident Reporting and Investigation**

Grand Junction Regional Airport recognizes that all incidents/accidents have a cause, and that recurrence of similar incidents/accidents must be prevented or controlled. The purpose of reporting and investigating incidents/accidents is to determine the cause(s) and make recommendations to prevent their recurrence. Certain accidents and occupational diseases must be reported to Federal and State agencies. It is important that such accidents/diseases be reported as soon as possible.

This policy requires that all significant "accidents," "incidents," and "occupational diseases" be reported and investigated. Accidents are unexpected, unplanned occurrences that result in injury or harm to people, property, or the environment. Incidents are near accidents that could have resulted in significant injury or harm to people, property, or the environment. An occupational disease is any abnormal condition or disorder caused by exposure to environmental factors directly associated with employment. Occupational diseases include acute and chronic illnesses that are caused by inhalation, absorption, ingestion, or direct contact. Incident/Accident Report Forms are available from all managers and supervisors. Supervisors must provide all the information requested on the form. Copies of the form must be forwarded to the Human Resources Department as soon as possible.

All managers and supervisors are responsible for enforcing this policy. Supervisors are also responsible for ensuring that all incidents, accidents, and occupational diseases within their respective areas and/or scope of responsibility are reported, recorded, and investigated in accordance with this policy. Specifically, supervisors must complete and file the Incident/Accident Report Form and, where appropriate, the Worker's Compensation First Notice of Injury Form. Such reports are to be filed as soon as possible, but the employee has 10 days after injury to report it. Employees are responsible for notifying their supervisor of any accident or incident when it occurs, even if no medical attention is required. Employees also are responsible for cooperating with their supervisor and investigation teams in completing required reports.

### **Workers' Compensation**

Employees of Grand Junction Regional Airport are covered by Workers' Compensation insurance, which provides compensation and/or medical benefits to any employee who has been injured or

becomes ill due to a job-related accident, sickness, or death. Premiums are paid by the Grand Junction Regional Airport, and benefits are paid in accordance with Colorado law.

Employees should notify their supervisor of all on-the-job accidents as soon as the employee is able and report your injury within 10 days after the injury..

Injured workers are required to obtain authorization for medical care through their supervisor prior to visiting the hospital or clinic. Also, injured workers must use our designated provider facilities. The use of a different provider or out-of-network medical facility could result in an expense to the injured worker.

In an emergency, the injured person should be sent to the nearest emergency room for treatment. In the case of an emergency, contact 911 and let the paramedics make the decision on where the patient is to be treated. Once the patient is stabilized, he/she can be transferred to our designated provider's facility.

Whenever possible, temporary light duty will be provided for a work-related injury, illness, or disease in accordance with written physical limitations provided by the treating physician. Failure of the employee to participate in approved temporary light duty may result in loss of worker's compensation benefits and/or termination of employment, consistent with applicable laws.

After the employee begins workers' compensation leave, the weekly benefit may be supplemented by using accrued Sick Leave up to the amount needed to approximate the employee's regular base pay prior to the injury or illness. If the employee exhausts his/her accrued Sick Leave, the employee may use PTO to supplement the weekly benefit. In no event will the compensation of the weekly benefit and the use of accrued Sick Leave and/or PTO exceed the employee's regular base pay. An employee who chooses to use Sick Leave and/or PTO shall comply with the Airport's Paid Sick Leave and PTO policies. Should the injury be such that the employee is unable to return to work after exhausting all accrued Sick Leave and PTO, the employee will receive workers' compensation payments only.

## **Alcohol and Drug Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Grand Junction Regional Airport property (including parking areas and grounds), or while otherwise performing their work duties away from Grand Junction Regional Airport. This prohibition specifically includes marijuana, whether it is recommended for a medical purpose, or possessed legally under State law. The prohibition also includes other lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana recommended for medical purposes or possessed legally under State law), and from having excessive amounts of otherwise lawful

controlled substances in their systems. This policy does not apply to the authorized possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, the Airport does prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

All employees are subject to pre-employment and random screening. Employees will be tested for drugs and alcohol after a work-related accident or if observed using a prohibited substance on the job. Additionally, employees may be required to submit to drug/alcohol screening whenever the Grand Junction Regional Airport has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, safety concerns, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

### **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

### **Enforcement Policy**

In order to enforce this policy and procedures, Grand Junction Regional Airport may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, saliva tests, hair follicle tests, blood tests or other appropriate tests, and where appropriate, searches of all areas of the Grand Junction Regional Airport's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and

personal and Grand Junction Regional Airport vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening, or for failing to execute consent forms when required by the Grand Junction Regional Airport.

### **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Grand Junction Regional Airport from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Grand Junction Regional Airport premises. Where the employee is not present or refuses to remove a personal lock, the Grand Junction Regional Airport may do so for him or her and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Grand Junction Regional Airport may use unannounced drug detection methods to conduct searches.

### **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

## **Grand Junction Regional Airport Rules and Policies**

---

### **Grand Junction Regional Airport Policies**

This section of your handbook discusses your responsibilities to Grand Junction Regional Airport as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Grand Junction Regional Airport may lead to discipline, up to and including immediate termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what the Airport expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Grand Junction Regional Airport has the same right.

## **Absenteeism and Tardiness**

Each employee is expected to be at work on time each day and to remain there throughout his or her scheduled shift. Absenteeism or tardiness, even for good reason, is disruptive to our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Ask your department supervisor what acceptable forms of communication they prefer. If you are required to leave work early, you must also personally contact your supervisor.

When absence is due to illness, the Grand Junction Regional Airport may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Grand Junction Regional Airport, if an employee fails to report for work or call in for three (3) consecutive calendar days they will be considered to have abandoned their job and will be terminated.

Family members may only notify the Airport Authority of an employee's absence if the employee is physically unable to. The Airport must immediately be notified of all absences.

## **Attitude**

Every employee should display a respectful attitude toward their job. A negative attitude creates a difficult working environment and prevents the Grand Junction Regional Airport from providing quality service to our customers.

## **Bulletin Boards**

Grand Junction Regional Airport may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Grand Junction Regional Airport regarding Grand Junction Regional Airport policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Grand Junction Regional Airport. No information may be placed on these bulletin boards without the prior approval of Human Resources.

## **Airport Keys/Entry Cards**

Each Grand Junction Regional Airport employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Security Department upon separation from the Grand Junction Regional Airport. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Airport Relationships Policy**

Grand Junction Regional Airport has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Grand Junction Regional Airport does not prohibit consensual amorous relationships between employees, but it does impose the following restrictions:

- Grand Junction Regional Airport prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
- All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
- All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

If you have any questions, or would like to discuss this policy further, please contact Human Resources.

## **Airport Vehicles**

Only authorized employees may use Grand Junction Regional Airport vehicles. If a Grand Junction Regional Airport vehicle incurs any damage while under the charge of a particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid State driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or

fellow employee. All people in Grand Junction Regional Airport vehicles are required to use their seatbelts. Not using seatbelts in a Grand Junction Regional Airport vehicle may lead to disciplinary action, up to and including termination.

Only people authorized by your supervisor can be passengers in Grand Junction Regional Airport vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Grand Junction Regional Airport immediately of any change in the status of your driving record. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who is cited for D.U.I. or for any other alcohol or drug-related moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who becomes uninsurable under the Grand Junction Regional Airport's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Grand Junction Regional Airport or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Grand Junction Regional Airport or customer vehicle, the employee is required to call a police officer to the scene of the accident. The employee must report the accident to their supervisor or Human Resources immediately. Do not attempt to render medical care or assistance beyond your ability.

## **Company Issued Cell Phones, Radios, Computers, E-Mail, Voice Mail, and Internet**

The following policy governs the use of all Grand Junction Regional Airport-owned computers, personal computers used for Grand Junction Regional Airport business, e-mail and voice mail systems, and Internet access via Grand Junction Regional Airport computers and/or data lines. Personal computers used for Grand Junction Regional Airport business include laptops or home computers that are connected to the Grand Junction Regional Airport's network on a regular or intermittent basis.

All Grand Junction Regional Airport computers, e-mail and voice mail facilities, and Internet access accounts are the Grand Junction Regional Airport's property to be used to facilitate the business of the Grand Junction Regional Airport. All information that is temporarily or permanently stored, transmitted, or received with the aid of the Grand Junction Regional Airport's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of the Grand Junction Regional Airport. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Grand Junction Regional Airport's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate, wasteful of Grand

Junction Regional Airport resources, or contrary to the Grand Junction Regional Airport's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

### **Cell Phone Issuance and Usage**

An airport cell phone may be issued under one or more of the following conditions:

- Job responsibilities require an employee to be away from regular landline access for extended periods of time and communication by the employee is necessary to fulfill job objectives.
- Cell phone use enhances the employee's personal safety on the job and provides communication during emergencies.
- The employee's role requires the ability to always conduct two-way communication.

The Airport entrusts employees with communications equipment to enhance productivity and safety. It is the employee's responsibility to use the equipment prudently to ensure the safety of themselves, their co-workers, and the public. Cell phones provided by the Airport are the property of the Airport and are to be used to conduct Airport business.

Employee responsibilities for use of Airport-owned cell phones include:

- Protecting the Airport-owned cell phone from theft, loss, or damage.
- Immediately reporting loss or theft to supervisor or department head.
- As cell phone calls are not secure, using discretion while making sensitive or confidential calls.

The Airport reserves the right to monitor the use of all Airport-owned cell phones. Cell phone use in violation of any local, state, or federal law is prohibited. Cell phone use in violation of department work policies or for the purpose of personal financial gain is prohibited.

Airport-issued cell phones are issued for work-related activities. While it is understood that occasional personal calls of short duration may be necessary when no other immediate means of communication is available, personal calls, incoming and outgoing, must be kept to a minimum and must be incidental to business use. Employees should use good judgment when making personal calls and should recognize that the Airport incurs costs for each minute of airtime. Detailed phone call billing statements and records are subject to public records requests.

### **Bring Your Own Device**

Under the Bring Your Own Device Policy, eligible employees may choose to use their personal cell phone instead of the Airport issuing a separate one.

This Bring Your Own Device Policy ("BYOD Policy") applies to employees who have purchased and use personal electronic devices for business purposes ("Dual-Use Devices"). The



purpose of this BYOD Policy is to inform employees on the proper use of such devices and to set security guidelines. Protecting secure access to Grand Junction Regional Airport's private network and data is of paramount importance and cannot be overstated or ignored.

Employees may only use personal electronic devices for business purposes with the express written authorization of the employee's Department Manager, and upon providing written consent to the terms of this BYOD Policy. The ability to use a Dual-Use Device is a privilege that may be terminated by the Grand Junction Regional Airport at any time.

This BYOD Policy applies to all work performed on a personal electronic device on behalf of the Grand Junction Regional Airport, whether during working or non-working hours, and on or off the premises of the Grand Junction Regional Airport.

**All Other GRAND JUNCTION REGIONAL AIRPORT Policies Apply:** Nothing in this BYOD Policy in any way alters the existing Grand Junction Regional Airport Equal Employment Opportunity Policy, Policy Against Unlawful Harassment, and Discrimination or Internet Usage Policy found in the Employee Handbook. Employees may not use their Dual-Use Devices in any way that violates the Grand Junction Regional Airport's policies against unlawful discrimination, harassment, or retaliation or the policy related to acceptable internet usage.

**Wiping a Lost/Stolen/Compromised Device:** In an effort to secure sensitive Grand Junction Regional Airport data, the Grand Junction Regional Airport may delete, or "wipe", all the Grand Junction Regional Airport data stored on a device in the event the device is lost or stolen, or a security breach is detected. "Wiping" Grand Junction Regional Airport data may affect other personal applications and data. The Grand Junction Regional Airport will not be responsible for loss or damage of personal applications or data resulting from the use of Grand Junction Regional Airport applications or the "wiping" of Grand Junction Regional Airport information.

**Privacy:** No employee should expect any privacy in communications over the Internet and the Grand Junction Regional Airport's network. Violations of this Policy may be discovered by routine maintenance and monitoring of the Grand Junction Regional Airport's electronic communication systems and network, any method stated in this BYOD Policy, or pursuant to any legal means. The employee consents to the Grand Junction Regional Airport monitoring, accessing, investigating, "wiping", preserving, using and/or disclosing any electronic communications that utilize the Grand Junction Regional Airport's networks in any way, including data, voicemail, telephone logs, text messages, Internet use, network traffic, etc., to the extent permitted by law. The Grand Junction Regional Airport reserves the right to review, retain, or release personal and Grand Junction Regional Airport-related data on Dual-Use Devices to government agencies or third parties during an investigation or litigation.

The Grand Junction Regional Airport is a public entity and is therefore subject to State and Federal open records laws. All employees' work-related communication on a Dual-Use-Device is

subject to open records requirements to the extent the law provides. No employee should expect privacy while using a Dual-Use Device.

### **Location**

Your device's location must be always enabled.

**Protection of the Grand Junction Regional Airport's Confidential Information:** As part of their employment with the Grand Junction Regional Airport, employees may be exposed to and/or provided with confidential and proprietary information ("Confidential Information") of the Grand Junction Regional Airport relating to the operation of the Grand Junction Regional Airport's business and its customers.

"Confidential Information" means information belonging to the Grand Junction Regional Airport, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Grand Junction Regional Airport and/or employees have gained access to while employed by the Grand Junction Regional Airport and/or were developed by employees in the course of their employment with the Grand Junction Regional Airport, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Grand Junction Regional Airport in exchange for their employment and continued employment with the Grand Junction Regional Airport is their agreement and acknowledgement that all Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Grand Junction Regional Airport, and that if the Grand Junction Regional Airport's Confidential Information were disclosed or used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Grand Junction Regional Airport.

Employees will not, except as required in the conduct of the Grand Junction Regional Airport's business or as authorized in writing by the Grand Junction Regional Airport, disclose or use during their term of employment or subsequent thereto any Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Grand Junction Regional Airport which employees prepare, use or come in contact with shall be and shall remain the sole property of the Grand Junction Regional Airport and shall not be copied without written permission of the Grand Junction Regional Airport and shall be returned to the Grand Junction Regional Airport on termination or cessation of employment, or at the Grand Junction Regional Airport's request at any time.

**Compliance with Software Configuration and Updates:** The Grand Junction Regional Airport may install security software which may need to be configured or updated from time to time. Employees are required to comply with all instructions regarding the configuration of the Dual-Use Device and to assist in updating the Dual-Use Device. No employee shall disable any network software or system identified as a monitoring tool.

**Required Security Practices:** Employees must take care to physically secure their device against theft, loss, or unauthorized use. Dual-Use Devices are required to have a password to access them, and a five-minute inactivity lockout designed to secure the device if left unattended.

**Lost/Stolen Dual-Use Devices:** If the Dual-Use-Device is lost or stolen, the employee must immediately contact the employee's Department Manager. All iPhones/iPads are required to have the Find My iPhone/iPad application active to assist in locating a lost or stolen Dual-Use-Device.

The Grand Junction Regional Airport will not be liable for lost or stolen Dual-Use Devices.

**Damage of Dual-Use Devices:** Employees are responsible for all charges incurred from the use of their Dual-Use Device. If an employee's phone is damaged, whether the damage occurs at work or on personal time, the employee shall be responsible for the cost of replacing the Dual-Use Device.

**Voice/Data/E-mail Stipend:** The Grand Junction Regional Airport provides eligible employees a monthly stipend equally to the current market value to reimburse employees for the Grand Junction Regional Airport's portion of the voice/data/e-mail cellphone plan. The dollar amount will be evaluated and determined by the Airport Authority annually. Eligible employees are those that are required to carry a cell phone for job related duties and may need to respond to the Airport in emergency situations. The Grand Junction Regional Airport may track the use of Dual-Use Devices for work purposes to ensure that employees are compensated to the extent the work performed is reasonable and necessary and reimbursement is required by state or federal law.

**Voice Messages and Ring-Back Tones:** Employees must assure the highest level of professionalism while utilizing Dual-Use Devices. It is required that all employees utilizing a Dual- Use Device provide for professional voice message recordings and professional ring-back tones.

**Video and Audio Recording Capabilities:** To maintain the security of the Grand Junction Regional Airport's premises, and privacy of employees and customers, employees whose Dual-Use Devices have camera, video or recording capabilities are strictly prohibited from using those functions on Grand Junction Regional Airport property for unauthorized photography and audio or video recording of its employees, confidential documents, or customers.

**Safety Issues for Dual-Use Devices:** Employees are required to either use a handheld device or refrain from using their Dual-Use Devices to conduct Grand Junction Regional Airport- related business communications while operating a vehicle. This prohibition includes using a Dual- Use Device to place or receive calls or voicemail messages, read, or respond to e-mails, text messages, or instant messages, surf the Internet, or for any other purpose related to the Grand Junction Regional Airport's business while operating a vehicle. Such devices should be used only if the vehicle is off the road and parked unless there is an emergency.

Employees who are charged with traffic accidents or violations resulting from the use of their Dual-Use Device while driving will be solely responsible for all liabilities resulting from such

actions.

**Restricted Access during Administrative Leave:** Employees are prohibited from using their Dual-Use Devices for work purposes during periods of administrative leave without prior authorization from the Grand Junction Regional Airport's Executive Director. The Grand Junction Regional Airport reserves the right to deactivate an employee's access to Grand Junction Regional Airport e-mail and/or networks during periods of unpaid leave.

**Grand Junction Regional Airport Property:** Regardless of whether the employee is using his/her personally owned Dual-Use Device, all information regarding Grand Junction Regional Airport business, other employees, vendors, clients, etc., remains the sole and exclusive property of the Grand Junction Regional Airport.

**Providing Device/Data upon Replacement, Upgrade, or On-Demand:** Upon the request of the Airport, the Employee agrees to produce all Dual-Use Devices for inspection so that the Grand Junction Regional Airport's IT Services Provider may remove all Grand Junction Regional Airport data for all the following reasons:

1. Termination
2. Resignation
3. Administrative Leave
4. Phone Upgrade
5. Phone Replacement

Additionally, should the need arise to retrieve data from any Dual-Use Device for the Grand Junction Regional Airport to comply with litigation holds, internal or regulatory investigations, or record retention obligations, the employee agrees to produce all Dual-Use Devices for physical inspection and preserve the data, and not destroy or alter it, until it can be copied from the Dual-Use Devices.

**Enforcement:** Violation of this BYOD Policy may result in disciplinary action up to and including immediate termination of employment and any applicable civil and/or criminal prosecution under local, state, and federal laws.

Employee must sign the Employee Acknowledgement to participate in the BYOD program.

### **Personal Use of Grand Junction Regional Airport-Provided Handheld Devices**

Where job or business needs demand immediate access to an employee, the Grand Junction Regional Airport may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Grand Junction Regional Airport reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

## **Recording Devices**

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Grand Junction Regional Airport prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Grand Junction Regional Airport policies. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

## **Safety Issues for Handheld Devices**

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road, safely stop the vehicle, and put the vehicle in park before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are driving may not use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages under any circumstance.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

## **Special Responsibilities for Managerial Staff**

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

## **Grand Junction Regional Airport Property**

All software that has been installed on Grand Junction Regional Airport computers and personal computers used for Grand Junction Regional Airport business is Grand Junction Regional Airport property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on Grand Junction Regional Airport computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relates in any manner to the Grand Junction Regional Airport's business is subject to monitoring by the Grand Junction Regional Airport, is the exclusive property of the Grand Junction Regional Airport and may not

be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Grand Junction Regional Airport.

Upon termination of employment, an employee shall not remove any software or data from Grand Junction Regional Airport-owned computers and shall completely remove all data collected, downloaded and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relate in any manner to the Grand Junction Regional Airport's business. Upon request of the Grand Junction Regional Airport, a terminating employee shall provide proof that such data has been removed from all personal computers used for Grand Junction Regional Airport business.

### **Proper Use**

Employees are strictly prohibited from using Grand Junction Regional Airport computers, e-mail and voice mail systems, Grand Junction Regional Airport Internet access accounts, or personal computers used for Grand Junction Regional Airport business, for any improper purpose. The Grand Junction Regional Airport's Equal Employment Opportunity policy and Policy Against Unlawful Harassment and Discrimination extend to the use of the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems and personal computers used for Grand Junction Regional Airport business. Any employee who uses the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of the Grand Junction Regional Airport's computers, e-mail, voicemail and internet systems. Employees are expected to always use their best judgment and common sense when accessing or using the Grand Junction Regional Airport's computers, e-mail, voicemail, and internet systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, sexual preference, national origin, citizenship status, age, disability, or any other status protected under Federal, State, and local laws.
- Employees may not use the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in any way that violates the Grand Junction Regional Airport's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene, or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing Statements to another employee, or to a vendor, customer, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading, or

removing any proprietary, confidential, trade secret or other information of the Grand Junction Regional Airport, or of the Grand Junction Regional Airport's customers. In addition, employees may not alter, transmit, copy, or download proprietary software, databases, and other electronic files without proper and legally binding authorization.

- Employees should not download, transmit, or retrieve messages from multinet network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g., AOL Instant Messenger and Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees may not use or allow another individual to use the Grand Junction Regional Airport's computers, e-mail and Internet systems for any purpose that is either damaging or competitive with the Grand Junction Regional Airport or detrimental to its interests.
- Employees are strictly prohibited from using the Grand Junction Regional Airport's computers, e-mail or Internet systems in any manner that violates the Federal Anti-SPAM law.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Grand Junction Regional Airport's computers, e-mail, and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal advertising through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Grand Junction Regional Airport's computers, e-mail, or Internet systems.
- Please see our Social Media, Social Networking and Web Blogs Policy for information about proper use of these applications.

## **Monitoring**

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Grand Junction Regional Airport computers or personal computers used for Grand Junction Regional Airport business, or on the Grand Junction Regional Airport's voicemail system may be accessed by the Grand Junction Regional Airport at any time without prior notice. Employees should have no expectation of privacy or confidentiality

in such data, messages, or information (whether password-protected), or that deleted messages are necessarily removed from the system.

The Grand Junction Regional Airport's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Grand Junction Regional Airport's network, data lines, and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using Grand Junction Regional Airport computers and/or Grand Junction Regional Airport data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Grand Junction Regional Airport's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may also be subject to criminal prosecution and/or substantial civil money damages.

### **Code of Professional Conduct and Conflict of Interest**

It is the policy of the Grand Junction Regional Airport Authority to set standards of professional conduct for all its Employees to foster and protect the public trust in the Airport. The Airport has an established Code of Professional Conduct; please refer to the Policy for detailed information.

Employees shall always observe and comply with ethical and professional standards and other obligations imposed by constitution, statute, or other provision of law. The Airport will not condone behavior or activities of its Employees that violate the law or participate in unethical business practices.

All Employees shall always conduct their affairs in such a manner as to avoid a conflict of interest. No Employees shall use their positions or confidential information gained in such work for personal gain or advantage.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment.

### **Damage to Property**

Deliberate or careless damage to the Grand Junction Regional Airport's property, as well as damage to your co-workers' or customers' property will not be tolerated. Employees who violate this rule may be subject to discipline, up to and including immediate termination.



## **Facsimile and Copy Machines**

Any non-business use of the facsimile and copy machines must be approved by management. Employees are prohibited from using these machines for the purpose of transmitting, receiving, or copying materials, which may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to their supervisor.

## **Fraud, Dishonesty and False Statements**

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, timecard, investigative questionnaires, or any other document. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to their supervisor immediately.

## **Gambling**

Gambling is prohibited on Grand Junction Regional Airport property, or using the Grand Junction Regional Airport's property.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Honesty**

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Grand Junction Regional Airport policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. Employees are expected to be honest in their dealings with their supervisors and co-workers.

## **Housekeeping**

Employees must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, the Airport wants our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

## **Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity on duty or on Grand Junction Regional Airport's property, or while off the job which reflects detrimentally on the Grand Junction Regional Airport's reputation. "Illegal activity" is defined as any activity or conduct which violates federal or state law or local ordinance, or which would violate any rule or regulation promulgated by a federal or state agency with regulatory authority for the Airport.

## **Insubordination**

All employees have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Grand Junction Regional Airport investigations into potential misconduct. Refusal to fully disclose information during a Grand Junction Regional Airport investigation constitutes insubordination and will not be tolerated.

## **Media Inquires**

Employees must not speak to reporters on behalf of the Airport. Individuals who talk directly to reporters without going through the proper channels risk providing incorrect or confidential information. Media inquiries should be directed to either the Director of External Affairs or the Executive Director.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Grand Junction Regional Airport operating policies. You are required to attend all Grand Junction Regional Airport meetings involving your department or which you have been asked to attend.

## **Misuse of Property**

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of the Grand Junction Regional Airport.

## **Nepotism Policy**

Members of the same family or household, and those involved in a romantic relationship, are eligible for employment with Grand Junction Regional Airport. Except as provided in this procedure, a direct supervisory relationship shall not exist between family or household members or those in a romantic relationship, nor shall one member of a family or household or romantic relationship assume the role of investigator, or decision-maker with respect to i) processing complaints or allegations from or against, or ii) making decisions on personnel matters concerning a family or household member or one with whom they have a romantic relationship.

## **Off-Duty Use of Facilities**

Employees may only access Airport Facilities in conjunction with authorized business activities. Employees are not to use Airport Identification or Access Media to access secured areas of the Airport at any time when not on official business. Employees are expressly prohibited from using Grand Junction Regional Airport property or equipment for personal use.

## **Off-Duty Social and Recreational Activities**

During the year, the Grand Junction Regional Airport may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Grand Junction Regional Airport nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. If your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Executive Director.

## **Overtime and Work Schedule**

Grand Junction Regional Airport may periodically schedule overtime or weekend work to meet operational needs. The Airport will attempt to give as much advance notice as possible, and the Airport expects that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Hourly employees who work overtime will be compensated at a rate of one and one-half times their normal pay for all overtime hours worked. Any overtime work not scheduled by the Grand Junction Regional Airport must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our operations, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Grand Junction Regional Airport.

## **Parking**

So that the Airport will have sufficient and convenient parking for our customers, we require all our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

## **Personal Appearance and Behavior**

The Airport expects all employees to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. The Airport feels that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, and offensive and other non-business-like clothing are unacceptable. Employees who are provided with Grand Junction Regional Airport uniforms should keep them in a neat and clean condition. Some Employees are required to wear their provided uniforms during working hours. Please ask your supervisor if you are required to wear a uniform. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

All employees are prohibited from reporting to work with any vulgar, offensive, profane, discriminatory, or like visible tattoos on their skin. Additionally, facial tattoos of any kind are prohibited. Any employee who has a tattoo that would be considered vulgar, offensive, profane, or discriminatory must completely cover the tattoo while the employee is working. Employees should keep this rule in mind when considering potential new tattoos.

Similarly, all employees are prohibited from reporting to work with visible piercings other than ear piercings with standard gauges. Any employee who has any other piercing that might be visible might be asked to always plug the piercing with a skin-toned or invisible piercing retainer while the employee is working.

Employees are also expected to always behave and conduct themselves in a professional manner in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee (including, but not limited to, kissing, hugging, massaging, and sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to always observe the Grand Junction Regional Airport's personal appearance and behavior policy while at work.

## **Personal Mail**

All mail which is delivered to Grand Junction Regional Airport is presumed to be related to our business. Mail sent to you at the Grand Junction Regional Airport will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Grand Junction Regional Airport postage meters and letterhead may not be used for personal correspondence.

## **Personal Telephone Calls and Visits**

The Airport has a limited number of telephone lines at Grand Junction Regional Airport, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. International business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Under no circumstances are employees permitted to use Grand Junction Regional Airport telephones to call “900” lines or similar pay-per call services. Employees who violate this policy will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest’s arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, Grand Junction Regional Airport limits access to the personnel records to you and those with proper authorization or pursuant to legal process. Personnel files are the property of Grand Junction Regional Airport and will be treated the same as any other confidential Grand Junction Regional Airport information.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with Human Resources or the Executive Director present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Grand Junction Regional Airport.

## **Poor Performance**

Employees are expected to make every effort to learn their job and to always perform at a level satisfactory to the Grand Junction Regional Airport. The following procedure may be used by Grand Junction Regional Airport in matters concerning unacceptable job performance or behavior, or disciplinary action. It is merely a framework for handling performance, behavior, or disciplinary problems, and does not guarantee that a set procedure will be followed in every case. Grand

Junction Regional Airport retains the right to evaluate each case of unacceptable job performance or problem behavior and to take whatever disciplinary action it deems appropriate based on the total circumstances involved, including immediate termination, where appropriate.

Grand Junction Regional Airport management or an employee's supervisor will advise the employee verbally if he or she is not performing to acceptable standards. Documentation will be added to the employee's personnel file at this time. If satisfactory improvements are not made after a verbal warning, a written warning will be given to the employee for review and placed in the employee's personnel file. If the employee's performance does not improve to an acceptable level, further action will be taken, which may include suspension or termination.

## **Protection of the Grand Junction Regional Airport's Confidential Information**

As part of their employment with the Grand Junction Regional Airport, employees may be exposed to and/or provided with confidential and proprietary information ("Confidential Information") of the Grand Junction Regional Airport relating to the operation of the Grand Junction Regional Airport's business and its customers.

"Confidential Information" means information belonging to the Grand Junction Regional Airport, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Grand Junction Regional Airport and/or employees have gained access to while employed by the Grand Junction Regional Airport and/or were developed by employees in the course of their employment with the Grand Junction Regional Airport, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Grand Junction Regional Airport in exchange for their employment and continued employment with the Grand Junction Regional Airport is their agreement and acknowledgement that all Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Grand Junction Regional Airport, and that if the Grand Junction Regional Airport's Confidential Information were disclosed or used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Grand Junction Regional Airport.

Employees will not, except as required in the conduct of the Grand Junction Regional Airport's business or as authorized in writing by the Grand Junction Regional Airport, disclose or use during their term of employment or subsequent thereto any Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Grand Junction Regional Airport which employees prepare, use or come in contact with shall be and shall remain the sole property of the Grand Junction Regional Airport and shall not be copied without written permission of the Grand Junction Regional Airport and shall be returned to the Grand Junction Regional Airport on termination or cessation of employment, or at the Grand Junction Regional Airport's request at any time.

## **Publicity**

While advertising, public relations or other similar conduct for business purposes, the Grand Junction Regional Airport may utilize media resources. The Grand Junction Regional Airport may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation. When possible, permission will be sought before publishing photography of individual Employees.

## **Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee shall be instructed regarding the Grand Junction Regional Airport's injury prevention program. Each employee is expected to assist Grand Junction Regional Airport in maintaining safe working conditions. Safety is a State of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported as soon as you are able to your supervisor in accordance with our Accident Reporting Policy. It is only through full knowledge of every accident that the Grand Junction Regional Airport can become a safer, healthier place to work for everyone.

## **Searches, Inspections & Workplace Privacy**

To protect the safety and property of all of our employees, the Grand Junction Regional Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Grand Junction Regional Airport property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

The Airport takes all reasonable and required steps to protect confidential employee documents and information from unauthorized disclosure. While at work or engaged in work-related activities, employees should have no expectation of privacy in connection with their access and use of Company equipment and devices. Surveillance cameras and/or other monitoring may be used anywhere on Airport property, subject to local, state, and federal law. In order to protect the safety and property of all of our employees, the Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Airport property. You are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

## **Sleeping**

Everyone needs to be fully alert while on the job to protect the safety of all employees and to properly serve our customers. Therefore, sleeping or inattention on the job will not be tolerated and may lead to immediate discipline, up to and including termination.

## **Smoking**

Smoking is prohibited in all Grand Junction Regional Airport buildings and vehicles. Smoking must be confined to designated outdoor areas. For safety reasons, smoking is prohibited in all areas where paint and flammable materials are present. Because smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

## **Social Media, Social Networking and Web Blogs Policy**

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, MySpace, Digg, Flickr, Twitter, LinkedIn, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Grand Junction Regional Airport respects the rights of all employees to use social media. However, because communications by Grand Junction Regional Airport employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Grand Junction Regional Airport to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise, or otherwise support a Grand Junction Regional Airport products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of egregious conduct that is prohibited. This policy will not be interpreted or applied to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

Employees engaging in use of social media are subject to all of the Grand Junction Regional Airport's policies and procedures, including, but not limited to, the Grand Junction Regional Airport's policies: (1) protecting certain confidential information related to the Grand Junction Regional Airport's operation; (2) safeguarding Grand Junction Regional Airport property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Grand Junction Regional Airport computers, telephone systems, and other electronic and communication systems owned or provided by the Grand Junction Regional Airport.



Employees are prohibited from the following:

- Using or disclosing the Grand Junction Regional Airport’s confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only. Examples of confidential information include customer information and security-related information, and do not include information related to wages and other personnel issues.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are vulgar, obscene, physically threatening or intimidating, discriminatory, harassing, or otherwise constitute a violation of the Grand Junction Regional Airport’s workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act, or characteristic.
- Using Grand Junction Regional Airport trademarks or logos in a manner that would mislead or confuse the public or customers about the source of the Grand Junction Regional Airport’s products.
- Posting or displaying content that is an intentional public attack on the quality of the Grand Junction Regional Airport’s products and/or services in a manner that a reasonable person would perceive as calculated to harm the Grand Junction Regional Airport’s business and reduce its income and is unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Unless authorized and approved by the Grand Junction Regional Airport, disclosing, or publishing any promotional content, as defined above, about the Grand Junction Regional Airport or its products. If content regarding a Grand Junction Regional Airport product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of the Grand Junction Regional Airport.
- Engaging in activities that involve the use of social media that violate other established Grand Junction Regional Airport policies or procedures.
- Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Grand Junction Regional Airport business and with the authorization of the Grand Junction Regional Airport.
- Posting a photograph of a supervisor, manager, vendor, supplier, or customer without their express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or Human Resources. Employees should comply with any Grand Junction Regional Airport request to limit their communications temporarily or permanently to matters unrelated to the Grand Junction Regional Airport’s business

operations if the Grand Junction Regional Airport believes it is necessary and advisable to ensure compliance with security regulations or other related laws.

Employees should know that the Grand Junction Regional Airport has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Grand Junction Regional Airport at any time without prior notice. This is particularly true in cases involving the use of Grand Junction Regional Airport equipment or systems.

NOTHING IN THIS POLICY IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE'S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED TO THEM BY § 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND/OR PROTECTION. NOTHING IN THIS POLICY WILL BE INTERPRETED, APPLIED, OR ENFORCED TO INTERFERE WITH, RESTRAIN, OR COERCE EMPLOYEES IN THE EXERCISE OF § 7 RIGHTS.

### **Solicitation - Distribution Policy**

Our main job at Grand Junction Regional Airport is to provide safe and secure facilities and give our customers the best service possible. To allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is always prohibited in all working areas and sales areas. E-Mail, facsimile machines, and voice mail may not be used to advertise or solicit employees.

### **Theft**

Our society has laws against theft, and we have strict rules mirroring these laws. To protect you, your co-workers, and Grand Junction Regional Airport, we reserve the right to inspect all purses, briefcases, packages, lockers, and vehicles on the Grand Junction Regional Airport's property. If you remove Grand Junction Regional Airport property from the premises, you must obtain written permission in advance from your supervisor.

### **Unauthorized Interviews**

As a means of protecting yourself and the Grand Junction Regional Airport, no unauthorized interviews are permitted to be conducted by individuals representing themselves as attorneys, peace officers, investigators, reporters, or someone who wants to "ask a few questions." If you are asked questions about the Grand Junction Regional Airport or its current or former employees by any person, you are directed to refer that individual(s) to a Department Director or the Executive Director. A decision will then be made as to whether that individual may conduct any interview

and they will be introduced to you by a Department Director, or Executive Director, with a reason for the questioning.

## **Workplace Violence Policy**

Grand Junction Regional Airport has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, customers, or vendors.

The Airport does not allow fighting, or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Grand Junction Regional Airport premises at any time.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer, or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer, or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

## **Career Development and Changes in Status**

---

### **Advancement**

Grand Junction Regional Airport believes in promoting from within the Grand Junction Regional Airport. A promotion may be based on various factors, including but not limited to quality and quantity of work, prior job performance, experience, educational background, reliable attendance and punctuality, safety record, and the ability to work well with others. The Airport reserves the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

### **Performance Evaluations**

Employee performance will be evaluated annually by management personnel. New employees will receive an initial performance evaluation 6-months following that start of their employment. The evaluation may consist of a personal interview during which an employee's strengths and weaknesses will be evaluated and recommendations for improvement may be made. These interviews help to identify the short- and long-range goals of employees and determine how such goals interrelate with the Grand Junction Regional Airport's purpose and objectives.

Any recommendation for promotion, a change of duties, or an increase in pay must be approved by the Department Director before any change takes effect. A performance evaluation does not guarantee a change in pay or duties, nor does it guarantee continued employment.

## **Changes in Personnel Records**

To keep your personnel records up to date, to ensure that the Grand Junction Regional Airport can contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the Grand Junction Regional Airport promptly of any change of name, address, phone number, number of dependents, or other applicable information.

## **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources should be directed to Human Resources. No information should be given regarding any employee by any other employee or manager to an outside source.

## **Involuntary Termination**

Employees terminated at the will of the Grand Junction Regional Airport will be paid all earned, but unpaid, wages at the time of termination. If the accounting department is closed at the time, the employee will be paid within six hours after the accounting department reopens.

## **Exit Interview**

Any employee leaving Grand Junction Regional Airport may be required to attend an exit interview conducted by Human Resources. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Grand Junction Regional Airport property or other matters related to the termination.

## **To Sum It All Up**

This handbook highlights your opportunities and responsibilities at Grand Junction Regional Airport. It is a guide to your bright future here. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at Grand Junction Regional Airport. Once again, welcome to our Grand Junction Regional Airport, and we look forward to working with you.

## **EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT**

By signing below, I acknowledge that I have received a copy of the Grand Junction Regional Airport (“Grand Junction Regional Airport”) Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment or any other contractual rights or obligations, and that my employment, position, and compensation at the Grand Junction Regional Airport are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Grand Junction Regional Airport. Both I and the Grand Junction Regional Airport have the right to terminate my employment at any time, with or without cause or notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Grand Junction Regional Airport concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Grand Junction Regional Airport and/or the circumstances under which my employment may be terminated.
2. This is the entire agreement between myself and the Grand Junction Regional Airport regarding the length of my employment, and the reasons for termination of my employment, and this agreement supersedes all prior agreements regarding these issues. Oral representations or agreements made before or after employment do not alter this Agreement.
3. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed, and the remainder of this Agreement shall be enforceable

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Signature \_\_\_\_\_

Print Full Name \_\_\_\_\_

Date \_\_\_\_\_

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

TOPIC:	CMT/GJRAA Professional Services Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the standard agreement for professional services with Crawford, Murphy, & Tilly, Inc. (CMT) for air service development consulting services and delegate authority to the Executive Director to authorize work under proposal up to \$90,000.		
SUMMARY:	<p>The existing professional services agreement with CMT expires on December 31, 2022. The proposed 2023 annual agreement again includes comprehensive on-call service and analysis, standard monthly reporting, and provides for attendance (virtual and in-person) at a pre-defined number of meetings. This will maintain CMT's role as an extension of staff providing broad support on air service development efforts and airline activity reporting.</p> <p>Continuation of the Catchment/Leakage Study is also defined in the contract. The Air Service Alliance approved 100% funding for this work to continue at the November 4, 2022 Board meeting. The work will continue to be directed by and billed to the Airport, and the GJRASA will reimburse the Airport for the Catchment/Leakage Study expenses. This is the same process that has been followed since the Catchment/Leakage study work began last year.</p> <p>Staff have confidence in the reporting and analysis provided by CMT and recommend authorizing a new professional services contract to provide services through December 31, 2023.</p>		
REVIEWED BY:	Executive Director and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	<b>Up to \$90,000</b> – Air Service Development		
ATTACHMENTS:	Professional Services Agreement		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> (970) 248-8588		

## **STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, whose address is 2828 Walker Field Drive, Grand Junction, Colorado 81506, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **CONSULTANT**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional services:

**Air Service Development (ASD) Retainer Consulting including the following specific agreed upon tasks for the twelve (12) month period beginning on January 1, 2023, and ending on December 31, 2023:**

- On-call communications between **CONSULTANT** and **CLIENT**.
- Weekly, monthly, quarterly, and ad hoc air service data reporting as desired by **CLIENT**. While the parties expect all reports that **CLIENT** requests to be within this scope, some particularly complex reporting needs may require an additional scope, including reports utilizing non-standard data, reports requiring interactive components or a database, or reports requiring multiple hours of effort to create.
- Availability for consultation on immediate issues or opportunities.
- Ad-hoc opportunities for training and education of **CLIENT** staff on air service analytics.
- Virtual participation in monthly Air Service Alliance meetings on behalf of **CLIENT**.
- Serve as a strategic advisor to **CLIENT** on air service and related topics.
- Support **CLIENT** in an advisory subject matter expert role, and supplying any data needed to assist in campaign development and results.
- Review documents, strategies, creative, or other materials as needed to provide feedback and perspective on materials.
- Participate in virtual meetings with **CLIENT**, and other individuals as invited by **CLIENT**, to advance **CLIENT's** marketing strategy and campaign efforts.
- Development of presentations and representation at one (1) industry air service development conference to be chosen by **CLIENT** (such as ACI Jumpstart, Routes Americas, Takeoff, etc.), including all travel costs and time associated with the conferences.
- Development of presentations and virtual representation at four (4) airline headquarters visits. The parties do not anticipate this task will include on-site participation by **CONSULTANT** on **CLIENT's** behalf; however, **CLIENT** may request on-site participation, in which event costs for travel will be invoiced at their actual cost, without markup, and **CONSULTANT's** hourly rates shall be as provided herein.
- Virtual attendance and presentation to the Grand Junction Regional Airport Authority Board at three (3) airport board meetings to discuss air service development related topics and provide updates. The parties do not anticipate this task will include on-site participation by **CONSULTANT** on **CLIENT's** behalf; however, **CLIENT** may request on-site participation, in which event costs for travel will be invoiced at their actual cost, without markup, and **CONSULTANT's** hourly rates shall be as provided herein.

**Air Service Development (ASD) Catchment Study updates and presentations including the following specific agreed upon tasks for the twelve (12) month period beginning on January 1, 2023, and ending on December 31, 2023:**

- A twelve (12) month subscription to updated Airport Catchment Analytics data from Airline Data, Inc. At **CLIENT's** direction, this may be solely for the region surrounding the Grand Junction Regional Airport, or it may also include the region surrounding another airport as well. Data is anticipated to be updated quarterly.
- **CONSULTANT** will download the data, load it into our analytical software, and perform various analyses on a quarterly basis with the new data. Such analysis may include, but is not limited to, trend analysis, studying airline and airport usage, fares paid, and opportunities for growth.
- Each quarter once new data has been released and analyzed, **CONSULTANT** will prepare a presentation in a PowerPoint or similar format for **CLIENT** highlighting key findings from the data. **CONSULTANT** will virtually attend the Air Service Alliance meeting and share the presentation. At **CLIENT's** direction, **CONSULTANT** may also virtually attend meetings of the Grand Junction Regional Airport Authority Board. The parties do not anticipate this task will include on-site participation by **CONSULTANT** on **CLIENT's** behalf; however, **CLIENT** may request on-site participation, in which event costs for travel will be invoiced at their actual cost, without markup, and **CONSULTANT's** hourly rates shall be as provided herein.

**CONSULTANT will not perform work or give advice related to Air Service Development to another airport within a 100-miles "as the crow flies" radius of the Grand Junction Regional Airport without obtaining prior written consent from CLIENT during the term of this AGREEMENT.**

**NOW THEREFORE**, the **CONSULTANT** agrees to provide the above described services and the **CLIENT** agrees to compensate the **CONSULTANT** for these services in the manner checked below:

- At the annual amount of \$51,500.00 payable in twelve (12) equal monthly payments of \$4,291.67 effective January 1, 2023, for the period January 1, 2023, through December 31, 2023. This covers the specific tasks called out as Air Service Development Retainer Consulting above. For these tasks, this annual amount shall be totally inclusive of all **CONSULTANT** costs, travel costs (for the tasks that include travel as provided herein), and project incidentals, including customary data costs, printing, and communications.
- On a time and expenses basis, in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year for the specific tasks called out as Air Service Development Catchment Study above. Reimbursable direct expenses and Professional or Subconsultant services performed by another firm as well as data subscriptions will be invoiced at cost.
- Additional projects as assigned by **CLIENT** to be performed either on a to be agreed upon fixed fee or on a time and expenses basis, in accordance with the attached Schedule of Hourly Charges. Reimbursable direct expenses and Professional or Subconsultant services performed by another firm will be invoiced at cost.

**IT IS MUTUALLY AGREED THAT** payment for services rendered shall be made monthly in arrears by the **CLIENT**.

**IT IS FURTHER MUTUALLY AGREED:** The maximum value of this contract is \$90,000.00 for the tasks and scope described above.

The **CLIENT** and the **CONSULTANT** each binds itself, its partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **CONSULTANT** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Colorado. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_, 2022.

**CLIENT:**

**CONSULTANT:**

\_\_\_\_\_  
(Client Name)

**CRAWFORD, MURPHY & TILLY, INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CMT Job No.** \_\_\_\_\_



**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **CONSULTANT** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **CONSULTANT'S** undertaking herein or its performance of services hereunder.

2. Documents and Data – Use by the Parties

- A. Ownership of Data and Documents. All documents including reports and analysis prepared by the **CONSULTANT** pursuant to this Agreement shall become the property of the **CLIENT**, as soon as payment for the same has been completed pursuant to this Agreement. The **CLIENT** may use such documents and data in any manner without liability or legal exposure to the **CONSULTANT**.
- B. Reuse by the Consultant. The **CONSULTANT** may retain copies of documents and data and may use the same on behalf of the **CLIENT** in connection with the work performed under this Agreement or any future agreement between the parties in connection with the Airport. In no event shall the **CONSULTANT** use documents or data generated hereunder for any use unrelated to this Agreement, the **CLIENT** or the Airport, including without limitation for purposes of marketing the **CONSULTANT'S** services to other prospective clients, without the **CLIENT'S** express written permission.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **CONSULTANT** shall be compensated by the **CLIENT** for all satisfactory services performed up to and including the termination date, including reimbursable expenses.

4. Parties to the Agreement

The services to be performed by the **CONSULTANT** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **CONSULTANT** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Independent Contractor

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

5. Construction and Safety

N/A

6. Payment

See prior page

7. Indemnification for Release of Pollutants

N/A

8. Risk Allocation  Check box if this does not apply

N/A

9. Insurance

- A. The **CONSULTANT** shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by the **CONSULTANT**.
  - a. Worker's Compensation Insurance in amounts not less the \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.
  - b. Commercial General Liability in amounts not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
  - c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.
  - d. Professional Liability Insurance in amounts not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- B. The **CONSULTANT** shall furnish to the **CLIENT** a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the **CLIENT**.

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

10. Liability

The **CONSULTANT** hereby covenants and agrees to indemnify, save, and hold harmless the **CLIENT**, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission of the **CONSULTANT**, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Governing Law

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

12. Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the **CLIENT** and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

13. Governmental Immunity Act

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

14. Colorado Open Records Act

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

15. Civil Rights Non-Discrimination

**CONSULTANT** agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If **CONSULTANT** transfers its obligations under this Agreement to another, the transferee is obligated in the same manner as **CONSULTANT**. This provision obligates **CONSULTANT** during the term of this Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, **CONSULTANT** for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended..

16. Authority

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

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2023 – DECEMBER 31, 2023**

<b>Classification</b>	<b>Regular Rate</b>
Principal Principal Air Service Development	\$ 275
Project Engineer/Architect/Manager II Project Environmental Scientist II Project Structural Engineer II Director Air Service Development	\$ 265
Project Engineer/Architect/Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	GJRAA Employee Health Insurance		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the proposed health insurance plan and cost sharing as outlined in the Agenda Item Summary to move to a calendar plan year of January 1, 2023 through December 31, 2023 and authorize the Executive Director to sign all plan documents and approve invoices.		
SUMMARY:	<p>Staff worked with HUB to identify and recommend employee health insurance plans for the calendar plan year from 1/1/2023 – 12/31/2023. This would move our plan year to be on a calendar year and be in alignment with deductibles, HSA, FSA, and HRA plans. Staff recommends offering the same United HealthCare HDHP that was approved in July and went into effective 9/1/2022. The new plan has premiums only 5.2% higher than the plans currently offered. Staff recommends keeping the same cost share rates for employees and GJRAA as the increase in July was only a 1.4% increase. This fits within the 2023 budget.</p> <p>The proposed cost sharing between GJRAA and employees remains unchanged and was benchmarked to the 2021 Colorado Governments and Colorado Small Employers (less than 50) compiled by the Employer’s Council.</p>		
REVIEWED BY:	Executive Director, Accounting Coordinator, HR Manager		
FISCAL IMPACT:	Estimated 2023 calendar year cost of \$382,000 (budget \$392,000)		
ATTACHMENTS:	Summary information on plans		
STAFF CONTACT:	Victoria Hightower vhightower@gjairport.com		



Carrier:	<u>UnitedHealthcare</u>		<u>UnitedHealthcare</u>		
Plan Name:	<u>Select HSA w/ Motion CPOT Rx K17Y</u>		<u>CUPX K17Y</u>		
Plan Type:	<u>HMO/HDHP</u>		<u>Select HMO</u>		
Effective Date:	<u>9/1/2022</u>		<u>1/1/2023</u>		
<b>DEDUCTIBLE &amp; COINSURANCE</b>			<b>1/1/2023 Plan Option</b>		
Individual	Current \$6,000		\$6,000		
Family	\$12,000		\$12,000		
<b>OUT-OF-POCKET MAX</b>					
Individual	\$7,050		\$7,050		
Family	\$14,100		\$14,100		
<b>PHYSICIAN SERVICES</b>					
Office Visits	20% after deductible		20% after deductible		
Preventive Care	No Charge		No Charge		
Diagnostic Lab/X-Ray	20% after deductible		20% after deductible		
Imaging (CT/PET scans, MRIs)	20% after deductible		20% after deductible		
<b>PRESCRIPTION DRUGS</b>					
Rx	\$15/\$50/\$135/\$350 after deductible		\$15/\$50/\$135/\$350 after deductible		
<b>HOSPITAL FACILITY SERVICES</b>					
Inpatient Hospital Services	20% after deductible		20% after deductible		
Outpatient Surgery in a Hospital	20% after deductible		20% after deductible		
<b>EMERGENCY SERVICES</b>					
Emergency Room	20% after deductible		20% after deductible		
Urgent Care	20% after deductible		20% after deductible		
<b>Employee Rate Data</b>					
Tier	Total Enrollment	Enrolled	Rate	Enrolled	Rate
EE	17	17	\$657.47	17	\$697.64
ES	3	3	\$1,314.94	3	\$1,290.63
EC	1	1	\$1,216.32	1	\$1,395.28
FAM	4	4	\$1,873.79	4	\$1,988.27
<b>Total Plan Cost:</b>		\$23,833.29		\$25,080.13	
<b>Δ (%) to Current Plan</b>		NA		5.2%	
<b>Δ (\$) to Current Plan</b>		NA		\$1,246.84	
<b>Actual Total Cost:</b>		\$23,833.29		\$25,080.13	
% Difference:		NA		5.2%	
\$ Difference :		NA		\$1,246.84	

\*rates may vary depending on age at final enrollment

## Grand Junction Regional Airport Authority

### Agenda Item Summary

---

TOPIC:	Resolution 2022-004 to Adopt Budget and Appropriate Sums of Money
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt resolution no. 2022-004 to approve the 2023 Budget and appropriate funds for 2023.
SUMMARY:	<p>The 2023 Budget was presented to the Finance and Audit Committee in September for their review and comments. A Draft budget was then presented to the board at the October 4, 2022 Board Workshop.</p> <p>Following the presentation at the workshop, a notice of budget hearing was advertised and commissioner and public comment was available at the October 18, 2022 board meeting.</p> <p>No changes have been made to the budget since its draft presentation in October and no comments have been received. Staff recommend adoption.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Total Appropriations for 2023: \$48,333,795 Operating – \$6,065,000 Debt Service – \$1,504,000 Capital – \$40,764,795
ATTACHMENTS:	Resolution 2022-004 Budget Message Budget Summary
STAFF CONTACT:	Shelagh Flesch 970-248-8590 <a href="mailto:sflesch@gjairport.com">sflesch@gjairport.com</a>

---

**RESOLUTION NO. 2022-004**

**RESOLUTION TO ADOPT BUDGET  
AND  
APPROPRIATE SUMS OF MONEY.**

**A RESOLUTION OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY BOARD OF DIRECTORS FOR OPERATIONS, CAPITAL PROJECTS, DEBT SERVICE AND RESERVES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY FOR THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023.**

**WHEREAS**, the Grand Junction Regional Airport Authority, a political subdivision of the State of Colorado, subject to the Local Government Budget Law of Colorado; and

**WHEREAS**, as required by State Statute, a proposed budget for fiscal year 2023 was submitted to the Board of Commissioners on October 4, 2022; and

**WHEREAS**, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 18, 2022, and interested parties were given the opportunity to file or register any objections to said proposed budget; and

**WHEREAS**, the Board considered such public comment; and

**WHEREAS**, the Budget attached hereto is a balanced budget which complies with all applicable State laws; and

**WHEREAS**, it is not only required by law, but also necessary to appropriate the revenues and reserves provided in the Budget for the purposes described therein, thereby establishing a limitation on expenditures for the operations of the Grand Junction Regional Airport Authority.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

**Section 1.** The recitals hereinabove are hereby adopted as findings and incorporated herein.

**Section 2.** That the budget as submitted, amended, and attached is approved and adopted as the budget of the Grand Junction Regional Airport Authority for the year stated above; and that the sums of money derived from revenues and reserves are appropriated for Operations, Capital Projects, Debt Service, and Reserves totaling \$48,333,795 as set forth therein.

**Section 3.** The Executive Director is authorized to spend up to the approved capital, operating and expense budgets, provided actual revenues are consistent with budgeted revenues.

**Section 4.** The Executive Director is authorized to transfer budgeted amounts between expense categories as necessary to meet operational needs provided: (1.) any transfers in excess of \$50,000 shall be reported to the Board at the next regular meeting, and (2.) no transfers shall be permitted in or out of personnel accounts without Board authorization.

ADOPTED on this 15<sup>th</sup> day of November 2022.

GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

ATTEST:

\_\_\_\_\_  
Tom Benton, Chairman

\_\_\_\_\_  
Cameron Reece, Clerk

Board Members Voting AYE:

Those Voting NAY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BUDGET MESSAGE**  
**(Pursuant to 29-1-103(1)(e), C.R.S.)**

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

The attached 2023 Budget for the Grand Junction Regional Airport Authority (the Authority) reflects a conservative estimate for commercial passenger traffic activity as the airlines continue to modify their route schedules amid pilot shortages and increased costs.

The Authority's objectives in developing the 2023 budget were to:

- Maintain a strong financial position and achieve a net operating income of at least \$1,000,000 to support the ongoing capital program
- Continue to make infrastructure improvements and repairs
- Maintain competitive airline rates and charges to enable robust growth

The 2023 operating revenue budget reflects rate increases to most lines of business and conservative commercial activity levels. The increase in operating expenses reflects the increase in supply and personnel costs.

The Authority also has an ambitious capital improvement program and deferred maintenance requirements on aging facilities. Budgeted grant funded projects are based on preliminary discussions with funding partners at the Federal Aviation Administration and the Aeronautics Division of the Colorado Department of Transportation. In addition to these projects, the Authority plans to invest up to \$3,000,000 on maintenance and development projects.

**Basis of Accounting**

The budgetary basis of accounting used to develop the budget is the modified accrual basis of accounting. The modified accrual basis of accounting differs from the generally accepted accounting principles (GAAP) basis in that outlays for acquisition of capital assets and debt principal payments are included as expenditures, and non-cash expenditures including depreciation and adjustments to post-employment benefit liabilities are excluded from expenditures.

**Services to be Provided**

The Authority is responsible for overseeing the operation, maintenance, and development of the Grand Junction Regional Airport (the Airport). Therefore, the primary services provided by the Authority include repair, maintenance, and improvement of Airport facilities and maintaining compliance with all Federal Aviation Administration requirements to allow aviation activities to continue at the Airport.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Peer-to-Peer Vehicle Sharing Concession Agreement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the standard form Peer-to-Peer Vehicle Sharing Concession Agreement and authorize the Executive to approve individual agreements using this standard form in accordance with the April 19, 2022 Delegation of Authority.
SUMMARY:	<p>Turo, Inc., a company that coordinates peer-to-peer vehicle sharing has requested to operate at the Airport. The peer-to-peer vehicle sharing business model is distinct but has some similarities to rental cars and some to commercial ground transportation services. State law requires peer-to-peer vehicle sharing companies to enter into agreements with airports where they wish to operate, but, at this time, we do not have an operating agreement that defines this use of the Airport.</p> <p>The standard form agreement will designate approved locations for vehicle hand-offs, revenue sharing requirements, and other standard terms for any peer-to-peer vehicle sharing company that wishes to operate at the Airport.</p> <p>The permit allows operators to use the public parking lot to temporarily store host vehicles as well as execute face-to-face transfers. Operators will pay any parking charges incurred in accordance with the current rates and charges and will pay a monthly concession fee of 10% of gross revenues as defined by the agreement.</p> <p>The term of the agreement will be for one year and will automatically renew unless notice is given by either party. The Authority will also reserve the right to modify the agreement to change designated areas for vehicle storage and hand-offs, with notification to the operators.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	N/A
ATTACHMENTS:	N/A
STAFF CONTACT:	Angela Padalecki Email: <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588

**PEER-TO-PEER VEHICLE SHARING  
CONCESSION AGREEMENT**

**BETWEEN**

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

**AND**

**TURO INC.**

**PEER-TO-PEER VEHICLE SHARING  
CONCESSION AGREEMENT  
BETWEEN GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
AND TURO INC.**

THIS PEER-TO-PEER VEHICLE SHARING CONCESSION AGREEMENT BETWEEN GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AND TURO INC. (“Agreement”) is made as of September 20, 2022, by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, a political subdivision of the State of Colorado (hereinafter referred to as “Authority”) and TURO INC., a corporation organized under the laws of Delaware, and having a principal address of 111 Sutter Street, 12<sup>th</sup> Floor, San Francisco, California 94104 (“Operator”). The Authority and Operator may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The Parties recite and declare that:

A. The Authority is the owner and operator of an airport known as the Grand Junction Regional Airport, located in the City of Grand Junction, Mesa County, Colorado (“Airport”).

B. Operator owns and operates a Peer-to-Peer Vehicle Sharing business by which vehicle owners (“Hosts”) provide vehicles for use by Airport passengers (“Guests”) through the Operator’s proprietary digital network and Operator’s facilitation of the vehicle sharing transaction and associated services.

C. Operator is obligated by Colorado Revised Statute Section 6-1-1214 to enter into a concession agreement before enabling car sharing at the Airport.

D. The Authority is authorized to impose rates and charges for its costs to accommodate commercial businesses operating at the Airport and for the privilege of conducting business at the Airport and finds that it is proper to impose rates and charges on Peer-to-Peer Vehicle Sharing businesses, including Operator.

E. The Authority desires to make Peer-to-Peer Vehicle Sharing services available at the Airport on an exploratory basis, and the Operator is prepared to provide Peer-to-Peer Vehicle Sharing services at the Airport upon the terms and conditions set forth herein.

F. Peer-to-Peer Vehicle Sharing businesses are a separate and distinct class of ground transportation business that is significantly different than shuttles, taxicabs, and limousines, Transportation Network Companies, and on-airport and off-airport car rental companies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

A. "Airport" as used herein shall mean, the Grand Junction Regional Airport located in Grand Junction, Colorado.

B. "Director" as used herein shall mean, the Executive Director of the Airport, as may be designated from time to time by the Authority.

C. "Gross Revenues" as used herein shall mean the total amount of monies paid to Operator, earned by Operator, or received by Operator from a Guest who selects delivery at or to the Airport, including:

- i. All trip fee time and mileage charges for Vehicles; and
- ii. All protection plan charges for coverage offered incidental to a Peer-to Peer Vehicle Sharing agreement including but not limited to accident and personal effects insurance; and
- iii. The amount charged to Guests at the commencement of a Peer-to-Peer Vehicle Sharing agreement for the cost of furnishing and/or replacing fuel provided by a Host; and
- iv. Any delivery fee charges to pick-up and drop off a Vehicle; and
- v. Any young driver fee charges by Operator; and
- vi. Any amount charged by Operator as a pass-through fee to its Guests; and
- vii. All extra additional charges not expressly excluded under this provision, such as add-ons for GPS, child carriers, ski or bicycle roof-top carriers, or travel accessories.

Only the following shall be excluded from the term "Gross Revenues":

- i. Any Federal, State, County, or City sales or other similar taxes or Surcharges separately stated to and collected from Guests; and
- ii. Any amounts received as insurance proceeds or otherwise for damage to Vehicles, or for loss, conversion, or abandonment of such vehicle; and
- iii. Any amounts received for any cancellation fees;

- iv. Amounts received as payment for and administration on behalf of Guest and/or Hosts of red light tickets, parking tickets, tolls, tows, and impound fee.
- v. Amounts received by Operator from Guests which are fully passed through to Hosts such as post-trip reimbursements, smoking fees, etc.

D. “Guest” as used herein shall mean an Airport passenger authorized to use a Host’s vehicle through Operator’s Peer-to-Peer Vehicle Sharing services in accordance with a contract or agreement between Operator and Guest.

E. “Host” as used herein shall mean the owner of a Vehicle providing the Vehicle for use by Guests through Operator’s Peer-to-Peer Vehicle Sharing services in accordance with a contract or agreement between Operator and Host.

F. “Peer-to-Peer Vehicle Sharing” as used herein shall mean a commercial transaction whereby a Host allows a Guest to use the Host’s vehicle for a fee pursuant to a reservation made through Operator’s website, mobile application, or similar digital platform. A transaction shall be considered Peer-to-Peer Vehicle Sharing covered by this Agreement, and associated revenues shall be considered Gross Revenues hereunder, whenever the Host’s vehicle is picked up or dropped off at the Airport by a Guest, or the Guest is picked up or dropped off at the Airport and transported to an off-Airport location to pick up or drop off the Host’s vehicle.

G. “Terminal” as used herein is the passenger Terminal Building at the Airport, as it now exists or as may be hereafter altered or expanded.

H. “Vehicle” as used herein shall mean a motor vehicle designed and intended for private use, including but not limited to cars, vans, minivans, SUVs, trucks, pickup trucks, camper vans, autocycles or motorcycles and capable to be parked entirely within a single space or stall configured and/or striped for passenger vehicles. This Agreement shall not apply to, and Operator shall not be permitted to offer for shared use at the Airport, any vehicles not included within this definition (including, but not limited to, commercial vehicles and recreational vehicles such as motorhomes, trailers, ATVs, and similar vehicles).

## 2. CONCESSION RIGHTS GRANTED

A. The Authority hereby grants to Operator a non-exclusive revocable right to access the Airport for the purpose of engaging in Peer-to-Peer Vehicle Sharing services at the Airport, subject to and conditioned upon all the terms and conditions included or referred to in this Agreement and in accordance with Airport Rules and Regulations, policies, and procedures, as established by the Authority and as may be amended from time to time.

B. Without limiting the generality of the foregoing, the specific rights conferred by this Agreement include the following:

- i. The right on the part of Operator to advertise the availability of Vehicles at the Airport for use in accordance with a reservation made on Operator’s website, mobile application or similar digital platform.
- ii. The right on the part of Hosts to use the public roadways in common with other users thereof in connection with Peer-to-Peer Vehicle Sharing services.
- iii. The right on the part of Hosts to temporarily store Vehicles in the public parking areas of the Airport, in common with other users thereof, in anticipation of use by a Guest, and the right on the part of Guests to park vehicles in the public parking areas of the Airport upon completion of shared use.
- iv. The right on the part of Hosts to use the signed “30-minute parking only” spaces in the public parking area adjacent to the Terminal for the purpose of face-to-face Vehicle handoffs to Guests; provided that Vehicles may be ticketed or towed for failure to comply with posted signs.

C. Operator and Hosts are precluded from engaging in commercial activities not explicitly granted herein, except such activities as are necessary or ancillary to the permitted uses hereunder even if not explicitly identified.

D. Operator shall require, by contract or other agreement, that Hosts providing Peer-to-Peer Vehicle Sharing services at the Airport comply with the operating conditions of this Agreement; all Airport Rules and Regulations, as the same may be adopted and amended during the Term; any applicable Commercial Ground Transportation Rules and Regulations, as the same may be adopted and amended during the Term; and the directives of the Director concerning the safe, secure and efficient use of the Airport. Should a Host violate an operating condition of this Agreement or a requirement of the Airport Rules and Regulations, Operator shall undertake reasonable efforts to address the issue and prevent its recurrence. The Authority reserves the right to suspend a Host from conducting Peer-to-Peer Vehicle Sharing services at the Airport, should circumstances warrant. In such event, the Authority will notify Operator of such suspension, and Operator will take reasonable steps to preclude the Host from using Operator’s digital platform to conduct Peer-to-Peer Vehicle Sharing services at the Airport. Operator’s persistent failure to preclude suspended Hosts from conducting Peer-to-Peer Vehicle Sharing services at the Airport shall constitute an event of default and be grounds for cancellation of this Agreement.

E. Operator must conduct its trust and safety screening on all Hosts that will engage in Peer-to-Peer Vehicle Sharing services at the Airport. If the Host is flagged for potential fraudulent or criminal activity, then Operator’s trust and safety team will perform a criminal background search and public records search and lock down the Host’s account until the Host clears the background check.

F. If the Authority acquires or develops a technology solution to enable the Authority to monitor and audit compliance by Operator with the terms and conditions of this Agreement, Operator will work with the Authority in good faith on implementation of such technology solution. The Authority agrees to provide Operator with a fair and reasonable amount of time, subject to Operators' consent, not to be unreasonably withheld, to implement the technology solution. Operator shall provide Authority with data in a timely manner to ensure compliance with all reporting requirements found in this agreement. Data may include, but are not limited to, electronic identification of all Peer-to-Peer Vehicle Sharing transactions at the Airport. Failure to provide complete and accurate data and reports on a timely basis if not cured within thirty (30) days of notice thereof from Authority to Operator, may be considered a material breach of this Agreement and subject to any remedies in law or equity including the termination of this Agreement.

G. Within ten (10) business days of execution of this Agreement, Operator will provide the Authority with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Operator in matters pertaining to its business and operation under this Agreement. Operator will notify the Authority, in writing, if such person changes or if such person's required information changes. If the qualified representative changes, Operator will provide the Authority with the required information for the new qualified representative.

### 3. TERM

A. The term of this Agreement shall commence thirty (30) days after the execution date of this Agreement, first written above, and expire one (1) year after the commencement, unless sooner terminated or canceled as hereinafter provided.

B. Upon the expiration of this Agreement, the Authority intends to evaluate the state of commercial ground transportation, including Peer-to-Peer Vehicle Sharing; Operator's and Host's compliance with this Agreement; and whether this Agreement served the interests of the Authority and the Airport. The Authority reserves all rights to regulate and accommodate commercial ground transportation as circumstances warrant.

C. Holding over or failure to cease Peer-to-Peer Vehicle Sharing at the Airport upon the expiration of the term shall not be construed as the grant of an amendment or extension of this Agreement, but rather shall extend this Agreement on a month-to-month basis, subject to all terms and conditions contained herein.

### 4. DESIGNATED AREAS

The Authority reserves the right to designate specific parking spaces at the Airport for the temporary storage of Host vehicles in connection with Peer-to-Peer Vehicle Sharing services and to impose a fee for use of the designated parking spaces. The Authority further may, but shall not be obligated to, permit Operator to use passenger loading and unloading areas adjacent to the Terminal in connection with Peer-to-Peer Vehicle Sharing services, whether in common with other users thereof or within an area



designated by the Authority specifically for Peer-to-Peer Vehicle Sharing services. The Authority shall be responsible to mark any designated parking spaces or areas near the Terminal for use in connection with Peer-to-Peer Vehicle Sharing services. Any such designation shall be made after consultation with Operator. Upon the Authority's notification to Operator of such designation, Hosts shall be required to utilize such designated areas, so long as such areas are not fully occupied by other Hosts.

5. CONCESSION FEE

A. Concession Fee – Operator shall pay monthly to the Authority a Concession Fee, as compensation for the rights granted to it pursuant to this Agreement, in an amount equal to ten percent (10%) of Operator's Gross Revenues.

B. Due Date – Operator shall pay the monthly Concession Fee in arrears by the fifteenth (15<sup>th</sup>) day of the month for the preceding month. If the 15<sup>th</sup> day of the month is a Saturday, Sunday or Federal holiday, payment shall be due on the following business day.

C. Monthly Reports – The payment of a Concession Fee shall be accompanied by a statement of Gross Revenues for the preceding month, in a form with detail satisfactory to the Authority or on a form as may be provided by the Authority, to include the following information:

- i. Details of Gross Revenues for the prior calendar month;
- ii. Any exclusions from Gross Revenues;
- iii. The number of Peer-to-Peer Vehicle Sharing transactions, number of Vehicle shared use days and average Peer-to-Peer Vehicle Sharing price during the preceding month;
- iv. The signature of an authorized official of Operator

D. Place of Payment – Any and all payments due to the Authority and paid by check by Operator shall be remitted to the following address: Grand Junction Regional Airport, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506.

E. Adjustments to Concession Fee – No more than sixty (60) days after the expiration or earlier termination of this Agreement, Operator shall submit to the Authority a statement certified as complete and correct by an independent Certified Public Accountant or the chief financial officer of Operator and prepared in accordance with generally accepted accounting principles showing the amount of Gross Revenues for the term of this Agreement. In the event the amount of payments made exceeds the total of payments due, the excess payment will be returned to Operator within thirty (30) days after the Authority's acceptance of the final certified statement described in this section. Conversely, Operator shall, within thirty (30) days, pay the Authority any

additional amounts owed. This provision is intended to survive expiration or earlier termination of this Agreement.

F. Delinquency – No demand for the Concession Fee need at any time be given. In the event Operator fails to pay the Concession Fee as required under the provisions of this Agreement after the payments become due, 1.5% per month (18% APR) interest shall be assessed on any past due balances that are more than 30 days overdue. The implementation of this provision shall not preclude the Authority from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

G. Parking Fees – Hosts and Guests shall be responsible for the payment of any and all parking fees associated with the temporary storage of Vehicles in the public parking areas of the Airport, provided that such fees shall be those applicable to the public at large. Parking fees shall not be considered Gross Revenues.

## 6. RECORDS AND AUDIT

A. Records of Operator – Operator shall keep and maintain for a period of not less than thirty-six (36) months after the expiration or termination of this Agreement true and accurate records, accounts, books and data accounting for all business conducted at the Airport.

B. Audit – The Authority reserves the right, at the Authority's expense, to inspect all Operator's financial records for the purpose of verifying Gross Revenues. The Authority shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Authority reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all Operator's financial records, including, but not limited to, those maintained in Grand Junction, Colorado. If, as a result of said audit, it is determined that Operator has understated the Gross Revenues by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional Concession Fee due shall be paid by Operator to the Authority with interest thereon at 18% per annum, from the date such additional fees became due which is the day underreporting commenced.

## 7. INDEMNITY

Operator shall indemnify, hold harmless and defend the Authority, its elected officials, appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator's conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Authority, its elected officials, appointed officials, agents and

employees, provided that the Authority shall give Operator prompt notice of any such claim or actions made or filed against it.

8. INSURANCE

A. Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Colorado and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial general liability covering all operations of Operator at the Airport and shall include, but not be limited to, general commercial liability; automobile including owned, non-owned, leased and hired; contractual coverage, including the indemnification obligations of this Agreement; and independent contractors' coverage. The Authority, its elected officials, appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of the Airport. Operator shall, promptly after execution of this Agreement, furnish to the Authority appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than One Million Dollars (\$1,000,000) for bodily injury and property damage with respect to each occurrence, which can be satisfied with a combination of primary and excess coverage.

B. The insurance policies shall not be subject to cancellation or material change except after notice to the Authority at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written notice of renewal shall be furnished to the Authority at least thirty (30) days prior to expiration of any policy during the term of this Agreement. Upon written request by the Authority, Operator shall permit the Authority to inspect the originals of all applicable policies. The Authority, its elected officials, appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of the Airport.

C. Operator shall also maintain workers compensation insurance to the extent and in the amounts required by law.

D. The insurance requirements of this Article shall be subject to periodic adjustments by the Authority.

9. TAXES

Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. Operator shall be responsible for payment of any statutory tax or other fiscal obligations imposed by applicable, local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Airport. Nothing herein shall prevent Operator from protesting through due process, any taxes levied.

## 10. RIGHTS OF THE AUTHORITY

A. The Authority reserves the right to direct, in its sole discretion, all activities of Operator, Hosts and Guests at the Airport in the event of an emergency.

B. The Authority reserves the right to direct, at its discretion, Operator's and Host's operations in the event that Operator's and Host's operations are unreasonably interfering with the use by others of the Airport; including to restrict the use of roadways in favor of the traveling public.

C. The Authority reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including existing vehicle and pedestrian traffic patterns, as the Authority deems appropriate without interference or hindrance by Operator, and the Authority shall have no liability hereunder to Operator by reason of any interruption to Operator's operations occasioned by such Authority activities.

D. The Authority reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein.

E. The Authority reserves the right, for itself and local law enforcement officers, to inspect Host's vehicles as to passenger access, registration, Host's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Host and Vehicle at the Airport.

## 11. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. During time of war or national emergency, the Authority shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government shall be suspended.

B. This Agreement shall be subordinate to the provisions of any other existing or future agreement between the United States Government and the Authority relative to the use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of the Airport now or in the future.

## 12. ADDITIONAL OBLIGATIONS OF OPERATOR AND HOSTS

Operator hereby covenants and agrees:

A. That Operator will evaluate the safety of Vehicles used by Hosts by checking Vehicle Identification Numbers for safety recalls and determining whether the title is branded.

B. That the Vehicles used by Hosts at the Airport shall be maintained in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside.

C. That Hosts performing Peer-to-Peer Vehicle Sharing services at the Airport shall not conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or solicit business at the Airport in any manner whatsoever.

D. That, if Operator adopts a uniform requirement in the United States, voluntarily or by operation of law, to mark shared Vehicles with Operator's name and/or logo, Operator shall require the same of each Host conducting Peer-to-Peer Vehicle Sharing services at the Airport.

E. That Operator and Hosts shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Authority concerning management, operation or use of the Airport.

F. That Operator shall meet all expenses in connection with its operation at the Airport, and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Operator, and that it will secure all such permits and licenses.

G. The Authority shall be the sole and final judge of the quality and the adequacy of the services furnished by Operator as specified herein. In the event the Authority determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Authority may, upon thirty (30) days written notice, exercise its right to terminate this Agreement. However, the Authority may, in its sole discretion, extend the time for compliance if, in its opinion, Operator is making progress in complying with the requirements of this Agreement.

### 13. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the Authority, without cause, upon thirty (30) days' written notice to Operator. This Agreement may be terminated by Operator, without cause, if Operator is not in default of any terms of this Agreement or in the payment of the Concession Fee and any charges to the Authority, upon thirty (30) days' written notice to the Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

#### 14. AUTHORITY'S RIGHT OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Authority, this Agreement shall be subject to cancellation by the Authority should any one or more of the following occur:

A. If Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for Operator's assets is appointed, or if Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If Operator shall vacate, abandon, or discontinue for thirty (30) consecutive days the conduct and operation of Peer-to-Peer Vehicle Sharing services at the Airport, except when such abandonment is caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If Operator shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Authority has a reasonable basis to believe Operator will fail in the same, or Operator engages in conduct or activity detrimental to the operations of the Airport, provided that upon the happening of any contingency recited in this section or a reasonable basis to believe any such contingency will happen, Operator shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach or complaint has not been corrected in a manner satisfactory to the Authority, then and in such event, this Agreement and all of Operator's rights under this Agreement shall automatically terminate. The Authority shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by Operator in curing the default.

D. The discovery by the Authority that any financial or background information or statement provided to the Authority by Operator, or any agent, representative, successor, grantee, or assign of Operator, was materially false.

#### 15. OPERATOR'S RIGHT OF CANCELLATION

In addition to all other remedies available to Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of the Airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

C. The breach by the Authority of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Authority and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

D. The assumption of the United States government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

16. ASSIGNMENT AND SUBCONTRACTING

Operator shall not assign or transfer this Agreement or any interest herein, nor shall this Agreement, nor any interest therein, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of the Authority. Such consent shall provide that the assignment or transfer is in compliance with this Agreement, and provided further that any assignee shall possess sufficient experience and financial capacity to insure compliance with all of the terms and conditions of this Agreement.

17. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. LEGAL CLAIMS AND ATTORNEY FEES

A. Each Party shall promptly report to the other any claim or suit against it arising out of or in connection with Operator's operation at the Airport. The Authority and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Operator is an independent contractor in every respect, and not the agent of the Authority.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any Concession Fee or other charge payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

19. RECITALS

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth as agreements of the Parties.

20. PERFORMANCE BY AUTHORITY

If Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of the Concession Fee and other charges, the Authority may, at its sole option and after giving written notice to Operator, perform such act on behalf of Operator. Upon notification to Operator of the cost thereof by the Authority, Operator shall promptly pay the Authority the amount due.

21. CIVIL RIGHTS NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

Operator shall comply with all obligations imposed by the Federal government as set forth in Exhibit "A," including such non-discrimination obligations.

22. ENTIRE AGREEMENT; AMENDMENTS

This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements whether written or oral. This Agreement may not be altered, modified or changed in any manner except by a writing signed by both parties.

23. RELATIONSHIP OF THE AUTHORITY AND OPERATOR

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners. No provision contained in this Agreement nor any acts of Operator and the Authority shall be deemed to create any relationship other than that of Operator and the Authority.

24. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Authority to any act by Operator requiring Authority's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

25. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Authority's option, defend the Authority at Operator's expense by counsel satisfactory to the Authority.

26. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY



This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be in either the court in and for Mesa County, Colorado and/or the Federal District Court of the District of Colorado, and the Parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the Parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

27. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

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

OPERATOR: Turo Inc.  
Attn: Legal, Airports  
111 Sutter Street, 12th Floor  
San Francisco, CA 94104

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier, or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

28. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

29. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

30. AUTHORITY OF OPERATOR'S REPRESENTATIVE

As an inducement to the Authority to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this

Agreement and to bind Operator to the terms and conditions hereof and acknowledge that the Authority is relying upon this representation, authorization and execution.

31. CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. The Parties agree that each Party has reviewed this Agreement and has had the opportunity to have its counsel review the same. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

32. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Colorado, without regard for its choice-of-law principles.

Done and entered by the Parties.

**AUTHORITY**

**Grand Junction Airport Authority**

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

\_\_\_\_\_

**Angela Padalecki, Executive Director**

**OPERATOR**

**Turo, Inc.**

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

\_\_\_\_\_

**Alex Benn, President**

## EXHIBIT 'A'

### CIVIL RIGHTS NON-DISCRIMINATION

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

recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) ( prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

3. Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of nondiscrimination acts and authorities, as enumerated in the preceding subsection. In the event of a breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.
4. During the performance of this Agreement, Operator, for itself, its assignees, and

successors in interest, agrees as follows:

A. Compliance with Regulations: Operator (hereafter including consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

D. Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Operator will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions in this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

F. Incorporation of Provisions: Operator will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Operator will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Operator becomes involved in, or is threatened with litigation

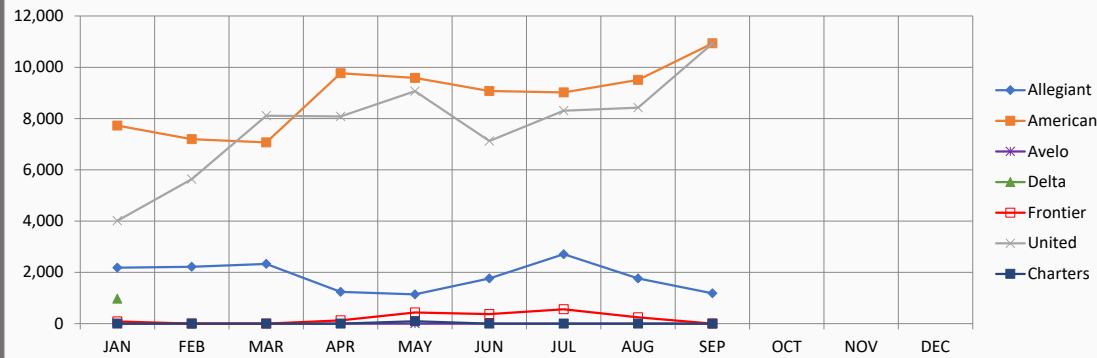
by a subcontractor, or supplier because of such direction, Operator may request the Authority to enter into any litigation to protect the interest of the Authority. In addition, Operator may request the United States to enter into the litigation to protect the interest of the United States.



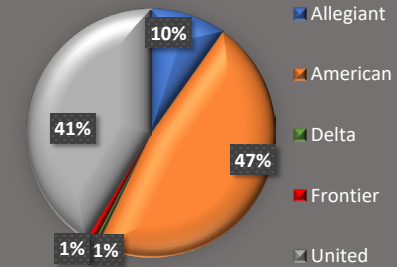
GRAND JUNCTION REGIONAL AIRPORT

**September 2022**  
DATA & STATISTICS

# Passenger Enplanements (Rev & Non-Rev only)



## 2022 YTD Market Share

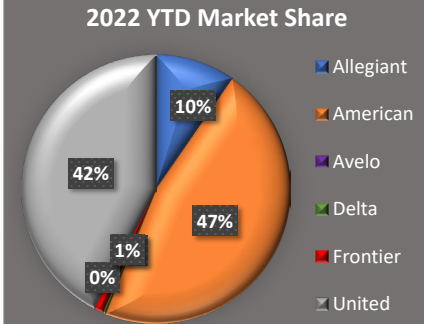
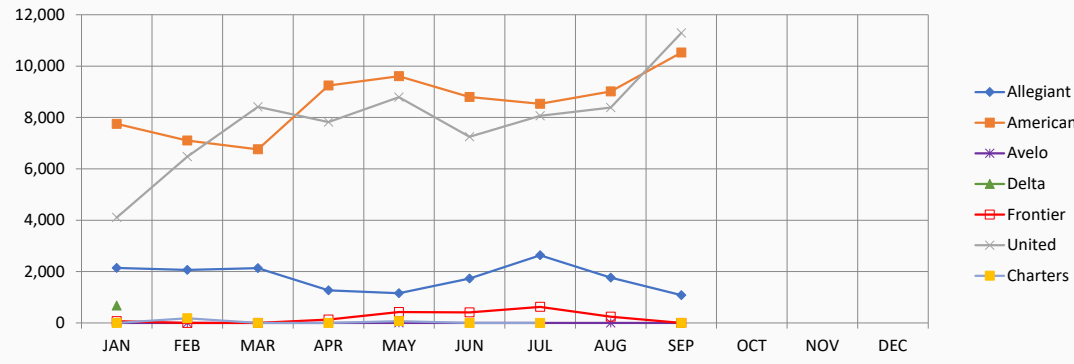


2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	2,180	7,725	0	975	88	4,013	0	14,981	↑ 47.9%
FEB	2,220	7,197	0	0	0	5,632	0	15,049	↑ 31.6%
MAR	2,327	7,070	0	0	0	8,108	0	17,505	↑ 9.5%
APR	1,240	9,768	0	0	131	8,083	0	19,222	↑ 1.1%
MAY	1,142	9,582	0	0	435	9,064	94	20,317	↓ -4.9%
JUN	1,764	9,077	0	0	369	7,121	0	18,331	↓ -29.5%
JUL	2,710	9,019	0	0	560	8,302	0	20,591	↓ -25.9%
AUG	1,764	9,510	0	0	246	8,421	0	19,941	↓ -29.6%
SEP	1,185	10,932	0	0	0	10,924	0	23,041	↓ -15.9%
OCT								0	
NOV								0	
DEC								0	
<b>TOTAL</b>	<b>16,532</b>	<b>79,880</b>	<b>-</b>	<b>975</b>	<b>1,829</b>	<b>69,668</b>	<b>94</b>	<b>168,978</b>	
Market Share	9.78%	47.27%	0.00%	0.58%	1.08%	41.23%	0.06%	100.00%	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	939	4,854	0	1,603	0	2,731	0	10,127
FEB	1,194	5,135	0	1,681	0	3,275	150	11,435
MAR	1,880	7,492	0	2,486	0	4,134	0	15,992
APR	1,675	9,768	0	2,846	0	4,718	0	19,007
MAY	1,530	9,766	800	3,962	0	5,262	50	21,370
JUN	1,449	10,720	1,414	4,664	564	7,187	0	25,998
JUL	1,518	11,314	1,652	4,952	420	7,950	0	27,806
AUG	1,380	10,313	640	4,540	1,900	9,544	0	28,317
SEP	1,570	10,203	0	4,512	1,107	10,004	0	27,396
OCT	2,597	12,947	0	4,084	1,040	7,785	0	28,453
NOV	2,980	8,962	0	3,821	746	6,273	0	22,782
DEC	1,653	8,500	0	3,445	581	6,331	0	20,510
<b>TOTAL</b>	<b>20,365</b>	<b>109,974</b>	<b>4,506</b>	<b>42,596</b>	<b>6,358</b>	<b>75,194</b>	<b>200</b>	<b>259,193</b>
Market Share	7.86%	42.43%	1.74%	16.43%	2.45%	29.01%	0.08%	100.00%



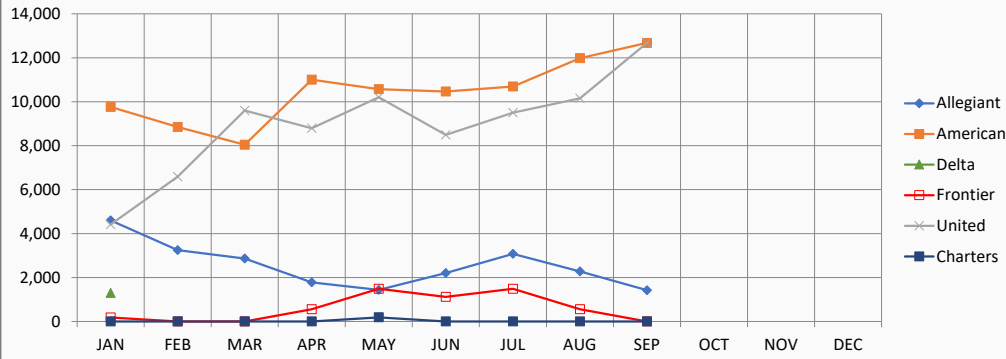
# Passenger Deplanements



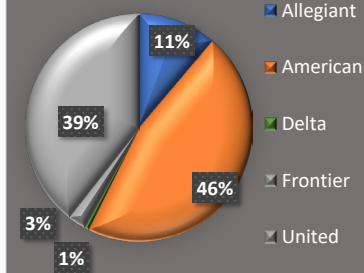
2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	2,141	7,747	0	672	69	4,105	0	14,734	↑ 45.6%
FEB	2,066	7,099	0	0	0	6,473	181	15,819	↑ 16.1%
MAR	2,135	6,758	0	0	0	8,414	0	17,307	↑ 0.9%
APR	1,270	9,243	0	0	133	7,823	0	18,469	↑ 1.3%
MAY	1,154	9,608	0	0	423	8,790	67	20,042	↓ -5.2%
JUN	1,727	8,796	0	0	407	7,246	0	18,176	↓ -28.8%
JUL	2,633	8,530	0	0	624	8,063	0	19,850	↓ -26.2%
AUG	1,763	9,014	0	0	242	8,385	0	19,404	↓ -29.8%
SEP	1,083	10,525	0	0	0	11,288	0	22,896	↓ -17.8%
OCT								0	
NOV								0	
DEC								0	
<b>TOTAL</b>	<b>15,972</b>	<b>77,320</b>	<b>-</b>	<b>672</b>	<b>1,898</b>	<b>70,587</b>	<b>248</b>	<b>166,697</b>	
Market Share	9.58%	46.38%	0.00%	0.40%	1.14%	42.34%	0.15%	100.00%	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	1,025	4,890	0	1,656	0	2,551	0	10,122
FEB	1,076	5,971	0	1,707	0	4,726	150	13,630
MAR	1,826	7,840	0	2,632	0	4,857	0	17,155
APR	1,552	9,269	0	2,764	0	4,653	0	18,238
MAY	1,571	9,492	804	3,838	0	5,385	50	21,140
JUN	1,541	10,740	1,473	4,465	581	6,728	0	25,528
JUL	1,285	11,146	1,565	4,876	399	7,573	50	26,894
AUG	1,447	9,703	674	4,484	1,861	9,481	0	27,650
SEP	1,469	10,381	0	4,553	1,163	10,240	61	27,867
OCT	2,233	11,961	0	3,910	1,180	7,589	0	26,873
NOV	3,090	8,236	0	3,835	648	6,433	0	22,242
DEC	1,598	8,811	0	3,674	676	6,880	0	21,639
<b>TOTAL</b>	<b>19,713</b>	<b>108,440</b>	<b>4,516</b>	<b>42,394</b>	<b>6,508</b>	<b>77,096</b>	<b>311</b>	<b>258,978</b>
Market Share	7.61%	41.87%	1.74%	16.37%	2.51%	29.77%	0.12%	100.00%

# Capacity



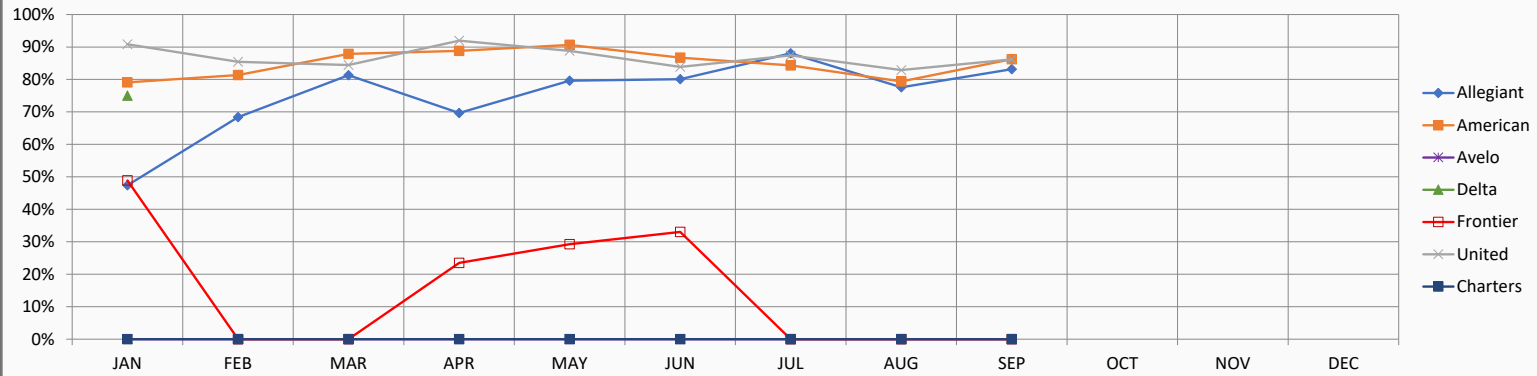
## 2022 YTD Market Share



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	4,599	9,766	0	1,300	180	4,416	0	20,261	↓ -17.8%
FEB	3,246	8,848	0	0	0	6,592	0	18,686	↓ -20.4%
MAR	2,862	8,044	0	0	0	9,598	0	20,504	↓ -17.1%
APR	1,779	10,999	0	0	558	8,790	0	22,126	↓ -13.2%
MAY	1,434	10,571	0	0	1,488	10,206	186	23,885	↓ -9.2%
JUN	2,202	10,468	0	0	1,116	8,490	0	22,276	↓ -39.1%
JUL	3,078	10,693	0	0	1,488	9,498	0	24,757	↓ -31.6%
AUG	2,274	11,980	0	0	558	10,158	0	24,970	↓ -29.4%
SEP	1,425	12,677	0	0	0	12,676	0	26,778	↓ -20.5%
OCT								0	
NOV								0	
DEC								0	
<b>TOTAL</b>	<b>22,899</b>	<b>94,046</b>	<b>-</b>	<b>1,300</b>	<b>5,388</b>	<b>80,424</b>	<b>186</b>	<b>204,243</b>	
Market Share	11.21%	46.05%	0.00%	0.64%	0	39.38%	0.09%	100.00%	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	2,910	10,873		4,470		6,400	0	24,653
FEB	3,270	10,243		3,920		5,860	175	23,468
MAR	4,476	10,173		4,510		5,560	0	24,719
APR	3,552	12,522		4,326		5,100	0	25,500
MAY	2,808	10,796	2,457	4,400		5,808	50	26,319
JUN	2,496	13,689	3,213	5,860	1,836	9,490	0	36,584
JUL	2,244	14,461	3,213	6,191	1,098	8,998	0	36,205
AUG	2,496	11,365	1,659	6,291	2,178	11,366	0	35,355
SEP	2,496	12,625		5,515	1,656	11,210	186	33,688
OCT	3,798	13,503		4,615	1,662	8,068	0	31,646
NOV	4,794	9,830		4,450	1,482	6,658	0	27,214
DEC	2,274	10,219		4,615	1,650	6,880	0	25,638
<b>TOTAL</b>	<b>37,614</b>	<b>140,299</b>	<b>10,542</b>	<b>59,163</b>	<b>11,562</b>	<b>91,398</b>	<b>411</b>	<b>350,989</b>
Market Share	10.72%	39.97%		16.86%		26.04%	0.12%	93.70%

# Load Factor



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	47%	79%	0%	75%	49%	91%	0%	74%	↑ 33%
FEB	68%	81%	0%	0%	0%	85%	0%	81%	↑ 32%
MAR	81%	88%	0%	0%	0%	84%	0%	85%	↑ 21%
APR	70%	89%	0%	0%	23%	92%	0%	87%	↑ 12%
MAY	80%	91%	0%	0%	29%	89%	0%	85%	↑ 4%
JUN	80%	87%	0%	0%	33%	84%	0%	82%	↑ 11%
JUL	88%	84%	0%	0%	0%	87%	0%	83%	↑ 6%
AUG	78%	79%	0%	0%	0%	83%	0%	80%	↓ 0%
SEP	83%	86%	0%	0%	0%	86%	0%	86%	↑ 5%
OCT									
NOV									
DEC									
<b>TOTAL</b>	<b>72%</b>	<b>85%</b>	<b>#DIV/0!</b>	<b>75%</b>	<b>34%</b>	<b>87%</b>	<b>51%</b>	<b>83%</b>	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	32%	45%	0%	36%	0%	43%	0%	41%
FEB	37%	50%	0%	43%	0%	56%	86%	49%
MAR	42%	74%	0%	55%	0%	74%	0%	65%
APR	47%	78%	0%	66%	0%	93%	0%	75%
MAY	54%	90%	0%	90%	0%	91%	0%	81%
JUN	58%	78%	0%	80%	0%	76%	0%	71%
JUL	68%	78%	0%	80%	0%	88%	0%	77%
AUG	55%	91%	0%	72%	0%	84%	0%	80%
SEP	63%	81%	0%	82%	0%	89%	0%	81%
OCT	68%	96%	0%	88%	0%	96%	0%	90%
NOV	62%	91%	0%	86%	0%	94%	0%	84%
DEC	73%	83%	0%	75%	0%	92%	0%	80%
<b>TOTAL</b>	<b>54%</b>	<b>78%</b>	<b>0%</b>	<b>72%</b>	<b>0%</b>	<b>82%</b>	<b>49%</b>	<b>74%</b>

## 2022 Enplaned and Deplaned Airfreight - Lbs

### 2022 Market Share

2022 YTD		
Enplaned Freight	2,608,683	7.33% -6.73%
Deplaned Freight	4,609,874	
2021 YTD		
Enplaned Freight	2,430,549	
Deplaned Freight	4,942,304	

- FedEx
- Key Lime
- American
- Delta
- United

0%

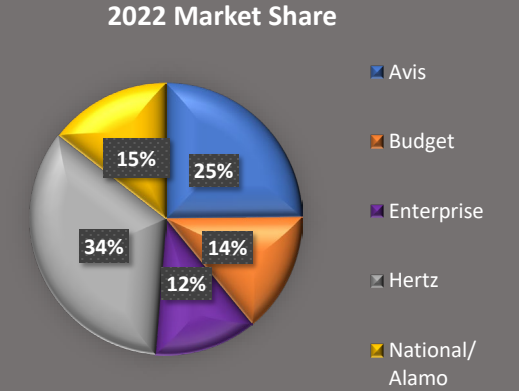
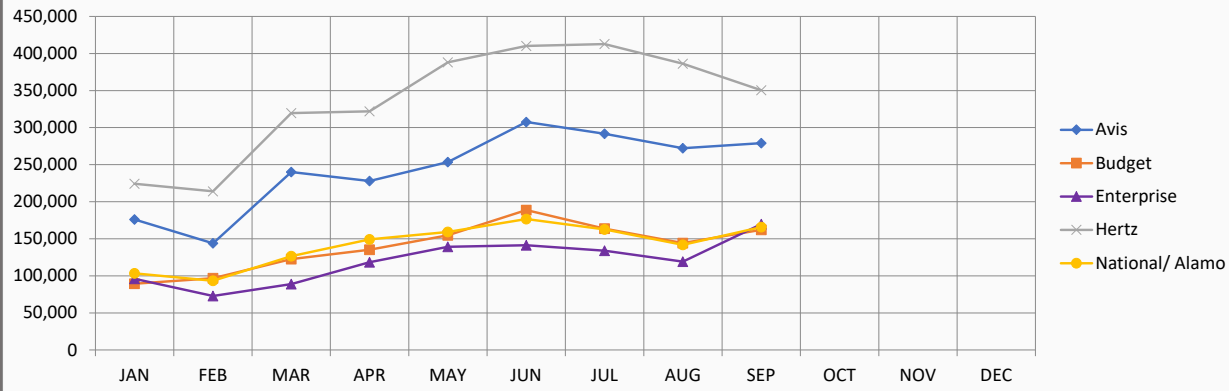
Enplaned	FedEx	Key Lime	American	Delta	United	Total	YTD Total	Annual Inc/Dec
JAN	281,971	21,922	-	466	4	304,363	304,363	14.8%
FEB	263,502	20,495	33	-	74	284,104	588,467	39.4%
MAR	313,274	14,118	81	-	471	327,944	916,411	15.8%
APR	253,910	12,538	-	-	351	266,799	1,183,210	-1.1%
MAY	219,212	16,435	348	-	426	236,421	1,419,631	2.9%
JUN	271,508	13,081	75	-	488	285,152	1,704,783	1.9%
JUL	277,090	14,474	25	-	83	291,672	1,996,455	2.5%
AUG	303,354	15,743	1,440	-	-	320,537	2,316,992	6.0%
SEP	275,974	15,717	-	-	-	291,691	2,608,683	-6.5%
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>2,459,795</b>	<b>144,523</b>	<b>2,002</b>	<b>466</b>	<b>1,897</b>	<b>2,608,683</b>	<b>2,608,683</b>	
Market Share	94.29%	5.54%	0.08%	0.02%	0.07%	100.00%		

Deplaned	FedEx	Key Lime	American	Delta	United	Total	YTD Total	Month over Month Inc/Dec
JAN	281,971	69,941	219	47	306	352,484	352,484	-19.5%
FEB	399,926	62,834	724	-	323	463,807	816,291	10.4%
MAR	570,932	89,435	814	-	491	661,672	1,477,963	14.3%
APR	391,109	82,141	1,190	-	432	474,872	1,952,835	-8.1%
MAY	369,191	87,021	72	-	359	456,643	2,409,478	-8.7%
JUN	506,196	87,546	98	-	941	594,781	3,004,259	-0.3%
JUL	452,872	78,838	281	-	207	532,198	3,536,457	-15.9%
AUG	457,011	93,885	1,501	-	-	552,397	4,088,854	-5.6%
SEP	429,735	90,624	661	-	-	521,020	4,609,874	-22.7%
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>3,858,943</b>	<b>742,265</b>	<b>5,560</b>	<b>47</b>	<b>3,059</b>	<b>4,609,874</b>	<b>4,609,874</b>	
Market Share	83.71%	16.10%	0.12%	0.00%	0.07%	100.00%		

# 2022 Aircraft Operations

2022	Itinerant					LOCAL			TOTAL
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	
JAN	395	615	1,855	138	3,003	1,388	86	1,474	4,477
FEB	431	615	1,747	115	2,908	1,654	110	1,764	4,672
MAR	508	566	1,860	142	3,076	1,496	64	1,560	4,636
APR	521	516	1,789	151	2,977	1,318	62	1,380	4,357
MAY	581	533	2,036	139	3,289	1,868	78	1,946	5,235
JUN	536	535	1,980	132	3,183	1,556	46	1,602	4,785
JUL	586	469	1,831	49	2,935	1,064	40	1,104	4,039
AUG	607	456	1,982	98	3,143	1,808	32	1,840	4,983
SEP	555	460	2,017	148	3,180	1,678	32	1,710	4,890
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
<b>TOTAL</b>	<b>4,720</b>	<b>4,765</b>	<b>17,097</b>	<b>1,112</b>	<b>27,694</b>	<b>13,830</b>	<b>550</b>	<b>14,380</b>	<b>42,074</b>
Historical Data	2017	2018	2019	2020	2021	2022	2021-2022 Inc/Dec		
JAN	3,325	3,320	3,425	3,713	4,904	4,477	↓	-8.71%	
FEB	2,888	2,945	3,473	4,378	4,195	4,672	↑	11.37%	
MAR	4,356	3,931	4,119	3,241	4,710	4,636	↓	-1.57%	
APR	3,717	3,670	3,378	2,436	4,238	4,357	↑	2.81%	
MAY	3,821	3,908	4,075	3,826	4,514	5,235	↑	15.97%	
JUN	4,839	4,287	4,293	4,588	5,000	4,785	↓	-4.30%	
JUL	3,997	5,195	4,348	4,784	5,014	4,039	↓	-19.45%	
AUG	4,084	5,139	4,256	5,436	4,858	4,983	↑	2.57%	
SEP	3,496	4,161	3,941	4,777	5,355	4,890	↓	-8.68%	
OCT	3,752	4,600	4,004	5,216	5,095	-			
NOV	3,074	4,092	3,811	4,612	4,841	-			
DEC	2,957	3,612	4,216	4,532	4,269	-			
<b>TOTAL</b>	<b>44,306</b>	<b>48,860</b>	<b>47,339</b>	<b>51,539</b>	<b>56,993</b>	<b>42,074</b>			

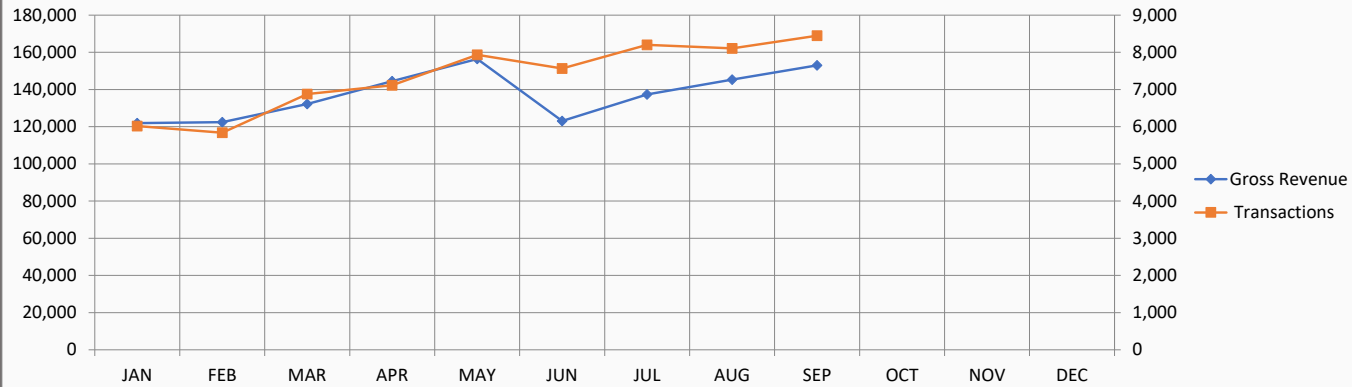
# 2022 Rental Car Revenues



2022	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	
JAN	176,166	89,345	95,880	224,219	103,471	689,081	689,081	↑	83.6%
FEB	143,863	96,759	72,822	214,043	93,316	620,803	1,309,884	↑	57.3%
MAR	240,024	122,561	88,755	319,526	126,531	897,398	2,207,282	↑	43.4%
APR	227,825	135,356	118,265	321,883	149,140	952,468	3,159,751	↑	33.4%
MAY	253,564	154,634	139,193	388,020	159,108	1,094,518	4,254,269	↑	24.0%
JUN	307,601	188,738	141,273	410,136	176,650	1,224,398	5,478,667	↑	13.6%
JUL	291,685	163,564	133,813	412,711	162,717	1,164,489	6,643,157	↑	6.5%
AUG	272,047	144,127	119,251	386,339	141,719	1,063,483	7,706,640	↑	0.9%
SEP	279,133	162,152	169,651	350,376	165,881	1,127,193	8,833,832	↓	-1.9%
OCT						0			
NOV						0			
DEC						0			
<b>TOTAL</b>	<b>2,191,907</b>	<b>1,257,236</b>	<b>1,078,902</b>	<b>3,027,254</b>	<b>1,278,534</b>	<b>8,833,832</b>	<b>8,833,832</b>		
Market Share	24.81%	14.23%	12.21%	34.27%	14.47%	100.00%			

2021	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	
JAN	63,490	37,121	68,456	115,341	90,873	375,281	375,281	
FEB	88,747	47,482	85,630	138,855	96,619	457,332	832,613	
MAR	137,342	97,006	114,654	208,673	148,899	706,573	1,539,186	
APR	171,522	88,618	143,501	235,388	189,830	828,859	2,368,045	
MAY	242,237	140,693	182,533	295,030	203,100	1,063,592	3,431,637	
JUN	307,265	192,646	257,472	409,070	224,989	1,391,441	4,823,079	
JUL	227,496	158,122	261,933	518,255	246,824	1,412,630	6,235,709	
AUG	256,062	172,401	277,202	486,233	211,488	1,403,386	7,639,095	
SEP	296,712	196,735	246,145	413,975	211,120	1,364,687	9,003,782	
OCT	345,523	201,302	222,811	369,014	233,440	1,372,091	10,375,873	
NOV	163,909	111,083	133,277	263,968	132,329	804,566	11,180,439	
DEC	150,935	78,621	103,418	234,091	121,686	688,750	11,869,189	
<b>TOTAL</b>	<b>2,451,240</b>	<b>1,521,829</b>	<b>2,097,032</b>	<b>3,687,891</b>	<b>2,111,197</b>	<b>11,869,189</b>		
Market Share	20.65%	12.82%	17.67%	31.07%	17.79%	100.00%		

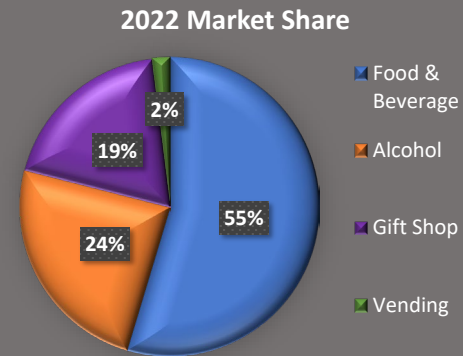
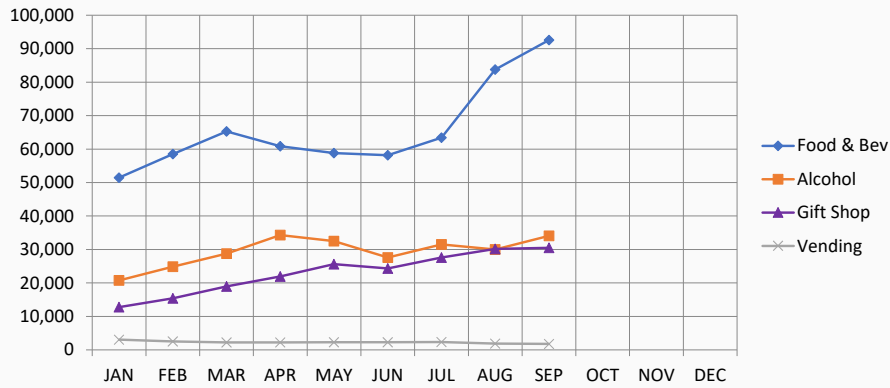
## 2022 Parking Revenues



2022	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	121,929	6,017	121,929	6,017	\$ 20.26	↑ 21.4%
FEB	122,490	5,838	244,419	11,855	\$ 20.98	↑ 23.6%
MAR	132,255	6,876	376,674	18,731	\$ 19.23	↑ 9.4%
APR	144,445	7,116	521,119	25,847	\$ 20.30	↑ 8.6%
MAY	156,412	7,935	677,531	33,782	\$ 19.71	↑ 12.5%
JUN	123,087	7,568	800,618	41,350	\$ 16.26	↑ 5.3%
JUL	137,341	8,201	937,959	49,551	\$ 16.75	↑ 7.1%
AUG	145,288	8,109	1,083,247	57,660	\$ 17.92	↑ 2.3%
SEP	153,041	8,447	1,236,288	66,107	\$ 18.12	↑ 1.0%
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>1,236,288</b>	<b>66,107</b>	<b>1,236,288</b>	<b>66,107</b>	<b>\$ 18.70</b>	

2021	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction
JAN	66,348	3,974	66,348	3,974	\$ 16.70
FEB	68,043	4,007	134,391	7,981	\$ 16.98
MAR	98,838	5,620	233,229	13,601	\$ 17.59
APR	125,854	6,731	359,083	20,332	\$ 18.70
MAY	142,565	8,135	501,648	28,467	\$ 17.52
JUN	146,746	9,501	648,394	37,968	\$ 15.45
JUL	162,832	10,415	811,226	48,383	\$ 15.63
AUG	181,250	10,348	992,476	58,731	\$ 17.52
SEP	168,273	9,383	1,160,749	68,114	\$ 17.93
OCT	195,724	9,990	1,356,473	78,104	\$ 19.59
NOV	185,972	8,777	1,542,445	86,881	\$ 21.19
DEC	158,749	8,846	1,701,194	95,727	\$ 17.95
<b>TOTAL</b>	<b>1,701,194</b>	<b>95,727</b>	<b>1,701,194</b>	<b>95,727</b>	<b>\$ 17.77</b>

# 2022 Terminal Concessions Revenues



2022	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec
JAN	51,472	20,758	12,776	3,070	\$ 88,076	↑ 58.0%
FEB	58,525	24,891	15,427	2,525	\$ 101,369	↑ 21.2%
MAR	65,297	28,772	18,980	2,206	\$ 115,255	↑ 18.0%
APR	60,875	34,303	21,927	2,208	\$ 119,314	↑ 0.8%
MAY	58,830	32,478	25,633	2,317	\$ 119,257	↓ -12.3%
JUN	58,144	27,597	24,343	2,305	\$ 112,388	↓ -31.0%
JUL	63,414	31,535	27,593	2,331	\$ 124,872	↓ -31.0%
AUG	83,768	29,995	30,164	1,900	\$ 145,826	↓ -19.9%
SEP	92,577	34,068	30,497	1,791	\$ 158,933	↓ -4.9%
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>592,904</b>	<b>264,395</b>	<b>207,339</b>	<b>20,651</b>	<b>1,085,290</b>	

2021	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	33,403	11,949	9,255	1,131	\$ 55,738
FEB	50,088	19,620	12,802	1,135	\$ 83,645
MAR	58,629	19,854	17,992	1,200	\$ 97,674
APR	69,494	25,759	21,809	1,268	\$ 118,330
MAY	77,826	30,877	26,036	1,313	\$ 136,052
JUN	94,602	35,625	30,789	1,871	\$ 162,887
JUL	105,793	37,529	35,716	1,973	\$ 181,010
AUG	102,135	42,046	35,720	2,136	\$ 182,036
SEP	91,416	37,247	35,920	2,474	\$ 167,057
OCT	95,224	41,686	32,860	2,580	\$ 172,350
NOV	71,570	32,007	29,316	2,692	\$ 135,585
DEC	74,633	32,530	24,264	2,929	\$ 134,356
<b>TOTAL</b>	<b>924,812</b>	<b>366,728</b>	<b>312,477</b>	<b>22,700</b>	<b>1,626,717</b>
Market Share	57%	23%	19%	1%	100%



# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

09/30/2022

	Month			Forecast Variance		Prior Year Variance		
	09/30/2022	09/30/2022	09/30/2021	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var	
	FORECAST	Actual	PY Actual					
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>36,538</b>	<b>50,134</b>	<b>60,387</b>	<b>13,596</b>	<b>37.21 %</b>	<b>(10,253)</b>	<b>(16.98) %</b>
2	Terminal rent	93,334	97,828	97,416	4,494	4.81 %	412	0.42 %
3	Other (boarding bridge)	1,553	1,920	2,846	367	23.63 %	(926)	(32.54) %
	Total Passenger airline revenue	131,425	149,882	160,649	18,457	14.04 %	(10,767)	(6.70) %
Non-passenger airline revenue								
4	Non-passenger landing fees	6,440	9,517	10,773	3,077	47.78 %	(1,256)	(11.66) %
5	Cargo and hangar rentals	4,659	4,903	4,616	244	5.24 %	287	6.22 %
6	<b>Fuel tax</b>	<b>30,139</b>	<b>35,574</b>	<b>23,070</b>	<b>5,435</b>	<b>18.03 %</b>	<b>12,504</b>	<b>54.20 %</b>
7	<b>Fuel Flowage Fees and Sales</b>	<b>51,703</b>	<b>45,789</b>	<b>38,472</b>	<b>(5,914)</b>	<b>(11.44) %</b>	<b>7,317</b>	<b>19.02 %</b>
8	Other (ramp parking, rapid refuel)	68	1,830	450	1,762	2,591.18 %	1,380	306.67 %
	Total Non-passenger airline revenue	93,009	97,613	77,381	4,604	4.95 %	20,232	26.15 %
	Total Aeronautical revenue	224,434	247,495	238,030	23,061	10.28 %	9,465	3.98 %
Non-aeronautical revenue								
9	Land and building leases	49,886	51,726	49,135	1,840	3.69 %	2,591	5.27 %
10	Terminal - restaurant & retail	13,192	16,396	16,459	3,204	24.29 %	(63)	(0.38) %
11	Terminal - other	14,512	15,369	15,334	857	5.91 %	35	0.23 %
12	<b>Rental cars</b>	<b>85,619</b>	<b>147,756</b>	<b>166,815</b>	<b>62,137</b>	<b>72.57 %</b>	<b>(19,059)</b>	<b>(11.43) %</b>
13	<b>Parking</b>	<b>90,899</b>	<b>134,950</b>	<b>148,487</b>	<b>44,051</b>	<b>48.46 %</b>	<b>(13,537)</b>	<b>(9.12) %</b>
14	Ground Transportation	2,946	6,875	6,613	3,929	133.37 %	262	3.96 %
15	Other (advertising, security fee, vending, etc)	4,253	21,694	4,332	17,441	410.09 %	17,362	400.78 %
	Total Non-aeronautical revenue	261,307	394,766	407,175	133,459	51.07 %	(12,409)	(3.05) %
	Total Operating revenues	485,741	642,261	645,205	156,520	32.22 %	(2,944)	(0.46) %

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

09/30/2022

	09/30/2022	9/30/2019	Variance to 2019		
	Actual	Actual	\$ Var	% Var	
<b>Operating revenue</b>					
Aeronautical revenue					
Passenger airline revenue					
1	Passenger airline landing fees	50,134	49,316	818	1.66 %
2	Terminal rent	97,828	98,874	(1,046)	(1.06) %
3	Other (boarding bridge)	1,920	8,940	(7,020)	(78.52) %
	<b>Total Passenger airline revenue</b>	<b>149,882</b>	<b>157,130</b>	<b>(7,248)</b>	<b>(4.61) %</b>
Non-passenger airline revenue					
4	Non-passenger landing fees	9,517	8,237	1,280	15.54 %
5	Cargo and hangar rentals	4,903	4,483	420	9.37 %
6	Fuel tax	35,574	19,745	15,829	80.17 %
7	Fuel Flowage Fees and Sales	45,789	52,642	(6,853)	(13.02) %
8	Other (ramp parking, rapid refuel)	1,830	1,710	120	7.02 %
	<b>Total Non-passenger airline revenue</b>	<b>97,613</b>	<b>86,817</b>	<b>10,796</b>	<b>12.44 %</b>
	<b>Total Aeronautical revenue</b>	<b>247,495</b>	<b>243,947</b>	<b>3,548</b>	<b>1.45 %</b>
Non-aeronautical revenue					
9	Land and building leases	51,726	48,614	3,112	6.40 %
10	Terminal - restaurant & retail	16,396	12,975	3,421	26.37 %
11	Terminal - other	15,369	15,042	327	2.17 %
12	Rental cars	147,756	123,044	24,712	20.08 %
13	Parking	134,950	134,468	482	0.36 %
14	Ground Transportation	6,875	5,623	1,252	22.27 %
15	Other (advertising, security fee, vending, etc)	21,694	2,477	19,217	775.82 %
	<b>Total Non-aeronautical revenue</b>	<b>394,766</b>	<b>342,243</b>	<b>52,523</b>	<b>15.35 %</b>
	<b>Total Operating revenues</b>	<b>642,261</b>	<b>586,190</b>	<b>56,071</b>	<b>9.57 %</b>

## Variance Explanations - September 2022 Revenue Compared to Forecast - Preliminary Financial Statements

	Sep-22	Sep-22	Sep-21	Forecast Variance		PY Variance	
	Forecast	Actual	Actual				
<b>Capacity</b>	24,897	26,778	33,502	1,881	8%	(6,724)	-20%
<b>Passenger Landed Weight</b>	24,294,694	26,446,623	31,912,904	2,151,929	9%	(5,466,281)	-17%
<b>Enplanements</b>	20,823	23,041	27,396	2,218	10%	(4,355)	-16%
<b>Load Factor</b>	84%	86%	82%		2%		4%

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget to actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly forecasted operating revenue for September (\$24,000).

### ***Operating Revenues:***

- 1 ***Passenger airline landing fees*** - September landing fee revenue was above forecast due to use of larger aircraft than expected.
- 6 ***Fuel tax revenue*** – Fuel tax revenues tend to correlate most closely to commercial activity and are typically on a two month lag. Payments and revenue recognized in September should be related to July commercial airline activity. September fuel tax was forecasted with an 80% increase over budget. This positive variance continues to be driven by higher fuel prices.
- 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 and fire fighting operations. Lower than expected traffic is driving the negative forecast variance.
- 12 ***Rental Cars*** - Passenger levels were forecasted to come in 7% below budget for the year and to maintain conservatism, rental car revenue was not adjusted in the forecast. Rental car revenue exceeded forecast by 73%. This positive variance was driven by higher than expected passenger levels.
- 13 ***Parking*** - Similar to rental car revenue, parking revenue exceeded forecast by 48% for September 2022 due to conservatively making no adjustment to revenues with a 7% forecast in passengers. Average per passenger spending was 34% higher than forecasted.

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		09/30/2022	09/30/2022	09/30/2021				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 396,387	\$ 405,641	\$ 491,677	\$ 9,254	2.33 %	\$ (86,036)	(17.50) %
2	Terminal rent	899,999	880,592	883,890	(19,407)	(2.16) %	(3,298)	(0.37) %
3	Other (boarding bridge)	20,343	20,540	19,473	197	0.97 %	1,067	5.48 %
	<i>Total Passenger airline revenue</i>	<u>1,316,729</u>	<u>1,306,773</u>	<u>1,395,040</u>	<u>(9,956)</u>	<u>(0.76) %</u>	<u>(88,267)</u>	<u>(6.33) %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	88,681	91,758	120,468	3,077	3.47 %	(28,710)	(23.83) %
5	Cargo and hangar rentals	43,024	43,268	41,380	244	0.57 %	1,888	4.56 %
6	Fuel tax	293,582	299,017	149,473	5,435	1.85 %	149,544	100.05 %
7	Fuel Flowage Fees and Sales	349,889	343,975	348,390	(5,914)	(1.69) %	(4,415)	(1.27) %
8	Other (ramp parking, rapid refuel)	8,798	10,560	7,350	1,762	20.03 %	3,210	43.67 %
	<i>Total Non-passenger airline revenue</i>	<u>783,974</u>	<u>788,578</u>	<u>667,061</u>	<u>4,604</u>	<u>0.59 %</u>	<u>121,517</u>	<u>18.22 %</u>
	<i>Total Aeronautical revenue</i>	<u>2,100,703</u>	<u>2,095,351</u>	<u>2,062,101</u>	<u>(5,352)</u>	<u>(0.25) %</u>	<u>33,250</u>	<u>1.61 %</u>
Non-aeronautical revenue								
9	Land and building leases	474,343	476,183	458,106	1,840	0.39 %	18,077	3.95 %
10	Terminal - restaurant & retail	120,424	123,627	116,992	3,203	2.66 %	6,635	5.67 %
11	Terminal - other	137,464	138,322	137,689	858	0.62 %	633	0.46 %
12	<b>Rental cars</b>	<b>1,118,145</b>	<b>1,180,282</b>	<b>1,157,191</b>	<b>62,137</b>	<b>5.56 %</b>	<b>23,091</b>	<b>2.00 %</b>
13	Parking	985,303	1,029,354	968,341	44,051	4.47 %	61,013	6.30 %
14	Ground Transportation	39,163	43,092	40,280	3,929	10.03 %	2,812	6.98 %
15	Other (advertising, security fee, etc.)	30,242	47,682	56,009	17,440	57.67 %	(8,327)	(14.87) %
	<i>Total Non-aeronautical revenue</i>	<u>2,905,084</u>	<u>3,038,542</u>	<u>2,934,608</u>	<u>133,458</u>	<u>4.59 %</u>	<u>103,934</u>	<u>3.54 %</u>
	<b>Total Operating Revenues</b>	<b>\$ 5,005,787</b>	<b>\$ 5,133,893</b>	<b>\$ 4,996,709</b>	<b>\$ 128,106</b>	<b>2.56 %</b>	<b>\$ 137,184</b>	<b>2.75 %</b>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		09/30/2022		9/30/2019		Variance to 2019	
		Actual	Actual	\$ Var	% Var		
<b>Operating revenue</b>							
Aeronautical revenue							
Passenger airline revenue							
1	Passenger airline landing fees	\$ 405,641	\$ 469,248	\$ (63,607)	(13.56) %		
2	Terminal rent	880,592	887,156	(6,564)	(0.74) %		
3	Other (boarding bridge)	20,540	93,400	(72,860)	(78.01) %		
	<i>Total Passenger airline revenue</i>	<u>1,306,773</u>	<u>1,449,804</u>	<u>(143,031)</u>	<u>(9.87) %</u>		
Non-passenger airline revenue							
4	Non-passenger landing fees	91,758	70,897	20,861	29.42 %		
5	Cargo and hangar rentals	43,268	40,016	3,252	8.13 %		
6	Fuel tax	299,017	156,056	142,961	91.61 %		
7	Fuel Flowage Fees and Sales	343,975	401,843	(57,868)	(14.40) %		
8	Other (ramp parking, rapid refuel)	10,560	6,330	4,230	66.82 %		
	<i>Total Non-passenger airline revenue</i>	<u>788,578</u>	<u>675,142</u>	<u>113,436</u>	<u>16.80 %</u>		
	<i>Total Aeronautical revenue</i>	<u>2,095,351</u>	<u>2,124,946</u>	<u>(29,595)</u>	<u>(1.39) %</u>		
Non-aeronautical revenue							
9	Land and building leases	476,183	443,021	33,162	7.49 %		
10	Terminal - restaurant & retail	123,627	125,543	(1,916)	(1.53) %		
11	Terminal - other	138,322	135,562	2,760	2.04 %		
12	Rental cars	1,180,282	990,447	189,835	19.17 %		
13	Parking	1,029,354	1,117,870	(88,516)	(7.92) %		
14	Ground Transportation	43,092	56,923	(13,831)	(24.30) %		
15	Other (advertising, security fee, etc.)	47,682	72,844	(25,162)	(34.54) %		
	<i>Total Non-aeronautical revenue</i>	<u>3,038,542</u>	<u>2,942,210</u>	<u>96,332</u>	<u>3.27 %</u>		
	<i>Total Operating Revenues</i>	<u>\$ 5,133,893</u>	<u>\$ 5,067,156</u>	<u>\$ 66,737</u>	<u>1.32 %</u>		

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

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		09/30/2022	09/30/2022	09/30/2021	Forecast \$	Forecast %	PY \$ Var	PY % Var
		Forecast	Actual	PY Actual	Variance	Variance		
<b>Operating expenses</b>								
16	Personnel compensation and benefits	\$ 1,892,723	\$ 1,905,672	\$ 1,736,290	12,949	0.68 %	169,382	9.76 %
17	Communications and utilities	291,234	284,307	260,779	(6,927)	(2.38) %	23,528	9.02 %
<b>18</b>	<b>Supplies and materials</b>	<b>453,643</b>	<b>407,287</b>	<b>347,269</b>	<b>(46,356)</b>	<b>(10.22) %</b>	<b>60,018</b>	<b>17.28 %</b>
<b>19</b>	<b>Contract services</b>	<b>490,314</b>	<b>450,138</b>	<b>517,593</b>	<b>(40,176)</b>	<b>(8.19) %</b>	<b>(67,455)</b>	<b>(13.03) %</b>
20	Repairs & maintenance	318,103	331,345	292,257	13,242	4.16 %	39,088	13.37 %
21	Insurance	101,466	100,917	100,041	(549)	(0.54) %	876	0.88 %
22	Training, Travel, & Air Service Development	92,414	73,298	50,573	(19,116)	(20.69) %	22,725	44.94 %
23	Other Expense (marketing, professional dues, e	54,456	46,807	124,828	(7,649)	(14.05) %	(78,021)	(62.50) %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
	<i>Total Operating expenses</i>	<u>3,694,353</u>	<u>3,599,771</u>	<u>3,429,630</u>	<u>(94,582)</u>	<u>(2.56) %</u>	<u>170,141</u>	<u>4.96 %</u>
<b>Non-operating revenue (expenses)</b>								
25	Passenger facility charges	695,563	690,417	826,212	(5,146)	(0.74) %	(135,795)	(16.44) %
26	Interest income	28,259	34,258	26,800	5,999	21.23 %	7,458	27.83 %
27	Interest expense	(554,225)	(554,370)	(576,419)	(145)	(0.03) %	22,049	(3.83) %
28	Customer facility charges	466,188	494,236	505,728	28,048	6.02 %	(11,492)	(2.27) %
<b>29</b>	<b>Capital contributions</b>	<b>11,033,536</b>	<b>3,465,325</b>	<b>15,356,807</b>	<b>(7,568,211)</b>	<b>(68.59) %</b>	<b>(11,891,482)</b>	<b>(77.43) %</b>
<b>29</b>	<b>Capital expenditures</b>	<b>(13,347,369)</b>	<b>(3,844,354)</b>	<b>(16,743,090)</b>	<b>9,503,015</b>	<b>71.20 %</b>	<b>12,898,736</b>	<b>(77.04) %</b>
	Non-Capital Contributions	<b>3,100,606</b>	<b>51,122</b>	<b>61,377</b>	<b>(3,049,484)</b>	<b>(98.35) %</b>	<b>(10,255)</b>	<b>(16.71) %</b>
30	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
31	Other	-	-	-	-	0.00 %	-	0.00 %
	<i>Total Non-operating revenue (expenses)</i>	<u>1,422,558</u>	<u>336,634</u>	<u>(542,585)</u>	<u>(1,085,924)</u>	<u>76.34 %</u>	<u>879,219</u>	<u>162.04 %</u>
	<b>Excess of revenue over (under) expense</b>	<b>\$ 2,733,992</b>	<b>\$ 1,870,756</b>	<b>\$ 1,024,494</b>	<b>(863,236)</b>	<b>31.57 %</b>	<b>846,262</b>	<b>(82.60) %</b>

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

Unaudited - subject to change

		09/30/2022		9/30/2019		Variance to 2019	
		Actual	Actual	Actual	Actual	\$ Var	% Var
<b>Operating expenses</b>							
16	Personnel compensation and benefits	\$ 1,905,672	\$ 1,768,429			137,243	7.76 %
17	Communications and utilities	284,307	238,035			46,272	19.44 %
18	Supplies and materials	407,287	377,433			29,854	7.91 %
19	Contract services	450,138	455,968			(5,830)	(1.28) %
20	Repairs & maintenance	331,345	275,570			55,775	20.24 %
21	Insurance	100,917	82,957			17,960	21.65 %
22	Training, Travel, & Air Service Development	73,298	146,654			(73,356)	(50.02) %
23	Other Expense (marketing, professional dues, etc)	46,807	41,480			5,327	12.84 %
24	Contingency Expense	-	3,596			(3,596)	0.00 %
	<i>Total Operating expenses</i>	<u>3,599,771</u>	<u>3,390,122</u>			<u>209,649</u>	<u>6.18 %</u>
<b>Non-operating revenue (expenses)</b>							
25	Passenger facility charges	690,417	797,904			(107,487)	(13.47) %
26	Interest income	34,258	191,221			(156,963)	(82.08) %
27	Interest expense	(554,370)	(609,641)			55,271	9.07 %
28	Customer facility charges	494,236	566,264			(72,028)	(12.72) %
29	Capital contributions	3,465,325	2,172,302			1,293,023	59.52 %
29	Capital expenditures	(3,844,354)	(7,199,967)			3,355,613	46.61 %
	Non-Capital Contributions	51,122	-			51,122	#DIV/0!
30	Debt principal payments	-	-			-	0.00 %
31	Other	-	-			-	0.00 %
	<i>Total Non-operating revenue (expenses)</i>	<u>336,634</u>	<u>(4,081,917)</u>			<u>4,418,551</u>	<u>108.25 %</u>
	<b><i>Excess of revenue over (under) expense</i></b>	<b><u>\$ 1,870,756</u></b>	<b><u>\$ (2,404,883)</u></b>			<b><u>4,275,639</u></b>	<b><u>177.79 %</u></b>

**GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through September 30, 2022**

**2022 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED**

Grant Number	Project/Grant Description	2022 Project Costs Incurred	Grant Revenue	
			Recognized in 2022	2022 GJRAA Local Share
AIP 66	Construct Run-up Pad & Rehab Apron	15,291	15,291	-
AIP 67	Taxiway A and RWY 11-29 Construction	69,103	69,103	-
AIP 68	Runway Design - Earthwork, Prism, and Drainage	37,843	37,843	-
AIP 69	Airport Development Plan	629,476	629,476	-
AIP 72	Taxiway A and RWY 11-29 Construction	1,310,565	1,310,565	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure	1,395,772	1,256,195	1,395,772
AIP TBD	Runway Design - Grading & Drainage	477	-	477 *
CDOT	RWY 4-22 Rehab Design	193,424	146,853	46,571
<b>Total Grant Projects</b>		<b>\$ 3,651,950</b>	<b>\$ 3,465,325</b>	<b>\$ 1,442,821</b>

\* While we do anticipate an AIP grant to be issued and 90% of the project costs to be funded, because the grant has not yet been awarded, no grant revenue has been recognized yet.

**2022 NON-AIP CAPITAL EXPENDITURES INCURRED**

Project Description	2022 Costs Incurred
Employee Parking Lot Expansion	108,096
Taxilane C1A Rehabilitation Design	71,107
Terminal Signage Project	10,350
Terminal Improvements - Non-Rental Car	2,851
<b>Total Non-AIP Projects</b>	<b>\$ 192,404</b>
<b>Total Capital Expenditures YTD \$ 3,844,355</b>	



## Variance Explanations - September 30, 2022 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 YTD operating budget of \$250,000 for revenue and \$244,000 for all non-capital expenses and non-operating revenues.

	September- 22 Forecast	September- 22 Actual	September- 21 Actual	Forecast Variance		PY Variance	
Seat Capacity	202,306	204,187	266,080	1,881	1%	(61,893)	-23%
Passenger Landed Weight	247,043,082	201,831,708	255,896,884	(45,211,374)	-18%	(54,065,176)	-21%
Enplanements	167,383	169,601	187,398	2,218	1%	(17,797)	-9%
Load Factor	83%	83%	70%	0%		13%	

**Operating Revenues: Operating revenues were \$128K (2.56%) ahead of forecast through September 2022. This positive variance was due to increased fuel tax disbursements and the higher than expected per passenger spending in both rental cars and parking, which caused non-aeronautical revenues to exceed forecast by 4.59%.**

12 **Rental Cars** - Rental car revenue exceeded forecast by 5.56% because average daily rental rates YTD through September continue to be above the historical average.

**Operating Expenses: Total Operating Expenses through September 2022 were \$95K below forecast primarily due to variances in Supplies & Materials and Contract services expenses. At this time, we believe the majority of these variances are due to the timing of incurring expenses compared to forecast.**

18 **Supplies & Materials** – Supplies & Materials costs were \$46,400 below forecast. This is due in part to higher forecasting for rental cars fuel spending as usage was slightly lower in September. The remainder of the variance is from tools & equipment and materials and supplies, we still expect the full forecast to be spent.

19 **Contract Services** – Contract services are \$40K under forecast through September. All of the professional services came in below forecast YTD September. It is still very likely that we will expend the full forecast.

### Non-Operating Revenues and Expenses:

29 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual forecast and the variance represents the estimated amount remaining to be spent. While we have only utilized approximately 29% of the forecast for capital expenditures through September, the major construction projects are underway and these costs will increase through the end of the year. See the attached detail of costs incurred by project through September.

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

	Month Ending 09/30/2022	Month Ending 08/31/2022	Variance
<b>Assets</b>			
Current Assets			
	\$ 17,937,331	\$ 17,128,694	\$ 808,637
	2,887,864	2,622,368	265,496
1	<i>Total Cash and Cash Equivalents</i>	19,751,062	1,074,133
Accounts Receivable			
	1,286,086	1,327,938	(41,852)
	4,395,750	4,804,163	(408,413)
2	<i>Total Accounts Receivable, Net</i>	6,132,101	(450,265)
3	Prepaid Expenses	121,898	134,866
	<i>Total Current Assets</i>	26,628,929	26,018,029
<b>Non-Current Assets</b>			
Capital Assets			
	31,780,573	31,780,573	-
	53,925,612	54,349,051	(423,439)
4	<i>Total Capital Assets, Net</i>	85,706,185	86,129,623
5	Bond Project Fund	417,662	416,920
	<i>Total Non-Current Assets</i>	86,123,847	86,546,543
	<b>Total Assets</b>	<b>112,752,776</b>	<b>112,564,572</b>
6	<b>Deferred Outflows of Resources - Pension Plan</b>	<b>625,066</b>	<b>625,066</b>
<b>Liabilities</b>			
Current Liabilities			
7	Accounts Payable - Ops	158,970	268,945
7	Accounts Payable - Capital	1,604,698	1,302,915
8	Accrued Expenses	254,722	229,915
9	Lease Deposits	154,140	154,140
10	Deferred Revenue	25,067	25,067
11	Current portion of capital lease and bonds payable	1,184,482	1,122,944
	<i>Total Current Liabilities</i>	3,382,078	3,103,926
Long Term Liabilities			
	16,302,711	16,302,711	-
	350,933	353,022	(2,089)
	1,395,594	1,395,594	-
12	<i>Total Long Term Liabilities</i>	18,049,239	18,051,328
	<i>Total Liabilities</i>	21,431,316	21,155,253
13	<b>Deferred Inflows of Resources - Pension Plan</b>	<b>1,425,215</b>	<b>1,425,215</b>
	<b>Total Net Position</b>	<b>\$ 90,521,310</b>	<b>\$ 90,609,169</b>
		<b>\$ (87,859)</b>	

## **Variance Explanations - September 2022 Statement of Financial Position**

***Assets: Total Assets increased by \$188K from August 2022 to September 2022 which was primarily due to the grant reimbursements and capital accounts receivable cycles.***

- 1 **Cash** – Cash increased by \$1.1M from August 2022 to September 2022. The increase was due to grant payments received during the period.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Capital receivables increased as expected as we entered construction seasons on AIP projects but was offset by the quick receipt of grant reimbursements.
- 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 account is the monthly amortization or use of these services.
- 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, 2021.
- 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 \$276K from August 2022 to September 2022 due to a increase in capital accounts payable associated with the airfield projects.***

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. The capital accounts payable increase was due to progress made on the Airport Development Plan, Runway 12/30 Schedule 1-3 construction, and Runway 12/30 Schedule 4-7 Infrastructure Design.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$180,000) 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 in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds. The change from the prior month is the monthly bond interest.
- 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 periods farther out than 12 months.

***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.