



Board Packet

Regular Board Meeting

December 17, 2019



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
November 19, 2019

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 November 19, 2019 in Grand Junction, Colorado and in the County of Mesa.

Commissioners Present:

Tom Benton (Chairman)
Clay Tufly
Erling Brabaek
Thaddeus Shrader
Linde Marshall
Ron Velarde

Airport Staff:

Joseph Burtard (Clerk)
Karl Hanlon (Counsel)
Sarah Menge
Mark Papko
Ben Peck
Eric Trinklein
Shelagh Flesch

Guests:

Joe Vaccarelli, Daily Sentinel
Jennifer Boehm, Mead & Hunt
Mariah Magill, Blythe Group
Brian Young, FCI
Justin Mendenhall, FCI
Shannon Power, Blythe Group
Lance Kramal, FCI
Shannon Kinslow, TOIL
Justin Pietz, Armstrong
Richard J. Peterson-Cremer, Rocky
Mountain Law Firm

II. Pledge of Allegiance

III. Approval of Agenda

*Commissioner Shrader made a motion to approve the November 19, 2019 Board Agenda.
Commissioner Brabaek second the motion. Voice Vote. All Ayes.*

IV. Commissioner Comments

No Commissioner comments were made.

V. Citizen Comments

No citizen comments were made.

VI. Consent Agenda

A. October 15, 2019 Meeting Minutes

Approval of October 15, 2019 Board Meeting Minutes

B. November 05, 2019 Meeting Minutes

Approval of November 05, 2019 Special Board Meeting Minutes

C. Airline Use and Lease Agreement Draft and Rates and Charges Update Invoice

Approval of DKMG invoice for \$10,875 to make revisions to the airline use and lease agreement draft and update the rates and charges tables with the 2020 Budget and 2019 forecast.

Commissioner Tufly moved to adopt the Consent Agenda. Commissioner Shrader seconded. Voice Vote. All Ayes.

VII. Action Items

Resolution No. 2019-006 to Adopt 2020 Budget and Appropriate Funds for 2020

Commissioner Brabaek made a motion to approval Resolution No. 2019-006 to adopt the 2020 Budget and appropriate funds for 2020. Commissioner Velarde seconded the motion. Roll call vote: Commissioner Velarde seconded the motion. Commissioner Marshall voted yes, Commissioner Velarde voted yes, Commissioner Brabaek voted yes, Commissioner Shrader voted yes, Commissioner Tufly voted yes, Commissioner Benton voted yes. The motion carries.

Auditor Request for Proposal Review and Selection

Commissioner Marshall made a motion to approve the Finance and Audit committee recommendation to select Plante Moran as the independent auditor for 2019 and authorize the Executive Director to sign the engagement letter. Commissioner Tufly seconded the motion. Voice Vote. All Ayes.

TSA Grant Application – Consolidate Baggage Screening Room

Commissioner Tufly made a motion to approve the TSA Grant Application submittal and grant signing authority to the Executive Director. Commissioner Brabaek seconded the motion. Voice Vote. All Ayes.

Flooring Design

Commissioner Velarde made a motion to approve the Terminal Flooring Project Budget of \$950,000 including approval of the contract with FCI Constructors Inc., and grant signing authority to the Executive Director. Commissioner Brabaek seconded the motion. Voice Vote. All Ayes.

VIII. Discussion Items

IX. Staff Reports

- A. Operations Report (Mark Papko)
- B. Finance and Activity Report (Sarah Menge)
- C. External Affairs Report (Joseph Burtard)
- D. Facilities Report (Ben Peck)
- E. Project Report (Eric Trinklein)

X. Any other business which may come before the Board

No additional business was discussed.

XI. Executive Session

Commissioner Brabaek made a motion to go into executive session to conduct a conference with the executive staff General Counsel for the purpose of discussing the Airport's purchase, lease, transfer or sale of real property; determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to CRS 24-6-402(4)(a) regarding the Sky Adventures Building. Commissioner Velarde seconded the motion. Voice Vote. All Ayes.

Commissioner Marshall made a motion to move out of executive session back into an open meeting. Commissioner Shrader seconded the motion. Voice Vote. All Ayes.

XII. Adjournment

Commissioner Tufly moved for adjournment. Commissioner Barbaek seconded. Voice Vote. All Ayes.

The meeting adjourned at approximately 7:00 PM.

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

Tom Benton, Board Chairman

ATTEST:

Joseph R. Burtard, Clerk to the Board

Grand Junction Regional Airport Authority



Date: December 17, 2019

Location:

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

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 fill out a comment card prior to the meeting. If you have a written statement for the Board, please have 10 copies available and give them to the Executive Director who will distribute them to the Board. The Board Chairman will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chairman, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

VI. Consent Agenda

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

- A. November 19, 2019 Meeting Minutes _____ 1
 - Approval of November 19, 2019 Board Meeting Minutes
- B. AFFF Testing Equipment Purchase Authorization _____ 2
 - Authorize Executive Director, or her designee, to execute a purchase from

December 17, 2019

NoFoam Systems totaling \$31,171.53 for the Aqueous Film Forming Foam (AFFF) testing equipment. After CDOT's reimbursement, the net cost to Grand Junction Regional Airport Authority is \$6,171.13.

- C. Sage Intacct Accounting Software Renewal _____ 3
 - Approve payment of Silverware, Inc. Invoice No. 63949 in the amount of \$13,590 to renew the accounting software subscription for the period from 12/21/19 – 12/20/20.
- D. Grant Application West Terminal Apron / Run-up Pad Construction _____ 4
 - Authorize the Executive Director, or her designee, to sign the approved Grant Application for submittal to FAA and CDOT Division of Aeronautics in the amount of \$14,000,000.
- E. Lease Assignment and Consent to Lease Assignment – Crooked Horn Aviation, LLC and Park D. Trust. _____ 5
 - Authorize the Executive Director, or her designee, to execute a lease assignment between Crooked Horn Aviation, LLC and Park D. Trust.

VII. Action Items

- A. Resolution 2019-007 Airports Rates and Charges Update _____ 6
 - Approve Resolution 2019-007 which amends the Airport's Rates and Charges to be effective January 1, 2020.

VIII. Discussion

- A. Airline Use and Lease Agreement Update
- B. Terminal Capacity Study Update
- C. 2020 Board Appointments _____ 7

IX. Staff Reports

- A. Operations Report (Mark Papko)
- B. Finance and Activity Report (Sarah Menge) _____ 8
- C. External Affairs Report (Joe Burtard)
- D. Facilities Report (Ben Peck)
- E. Project Report (Eric Trinklein)

X. Any other business which may come before the Board

XI. Executive Session

Executive Session for the purpose of discussing specialized details of security arrangements as authorized by C.R.S. Section 24-6-402(4)(c).

Executive session to conduct a conference with the Executive Staff and General Counsel for the purpose of discussing the Airport's purchase, lease, transfer or sale of real property; determining positions relative to matters that may be subject to negotiations, developing strategy for

negotiations, and instructing negotiators pursuant to C.R.S. 24-6-402(4)(a) regarding the Sky Adventures Building.

XII. Adjournment

, Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	AFFF Testing Equipment Purchase		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize Executive Director, or her designee, to execute a purchase from NoFoam Systems totaling \$31,171.53 for the Aqueous Film Forming Foam (AFFF) testing equipment.		
SUMMARY:	<p>In accordance with FAA regulations and our Airport Certification Manual, we are required to test the quality/strength of our Aqueous Film Forming Foam (AFFF) annually. This test is done to ensure the readiness and effectiveness of our ARFF vehicles.</p> <p>There has been recent research and environmental concerns raised about the effects of the PFAS chemicals contained within the FAA required AFFF. However, in order to meet the current testing requirements, we have no choice but to physically push AFFF out of each one of the ARFF vehicles turrets and handlines. This test is labor intensive, requires a large amount of water, and requires the discharge of the AFFF. This system from NoFoam Systems allows us to conduct the FAA required test while not physically showing any AFFF, but rather using new technology and water to complete the test and contain the AFFF.</p> <p>Due to recent research and the heightened awareness of the PFAS chemicals, CDOT has partnered with airports in the state to offer a one-time reimbursement of up to \$25,000 in order to purchase one of these pieces of equipment and also negotiated state pricing for these systems with the seller.</p>		
REVIEWED BY:	Finance Director and Legal Counsel		
FISCAL IMPACT:	Net Fiscal Impact - \$6,171.13 (\$31,171.53 - \$25,000.00 from CDOT)		
ATTACHMENTS:	NoFoam Systems		
STAFF CONTACT:	Mark Papko mpapko@gjairport.com (970) 812-2716		

NoFoam Systems

ARFF Testing Without Foam = NoFoam System

COST ESTIMATE – PROPRIETARY

NOFOAM SYSTEM COST ESTIMATE

1 NoFoam PORTABLE SYSTEM P-574 2 FITTINGS FOR ARFF VEHICLES

VERSION DATE: 12/4/2019

Submitted via email to: Grand Junction Regional Airport

Point of Contact: Director Mark Papko

Email: mpapko@gjairport.com

Phone number: 970-812-2716



COST-BENEFIT ANALYSIS FOR GRAND JUNCTION REGIONAL AIRPORT , CO

SUMMARY: SAVINGS AND ENVIRONMENTAL IMPACT

Cost Benefit Analysis Summary:	Model P
Initial capital cost of NoFoam System	\$ 31,772
Divided by: Capital savings per year	\$ 9,134
Security Deposit	\$ -
= Payback in years	3.5
Savings from foam concentrate per year	\$ 9,134
- Yearly cost of operation (4 x test/yr)	\$ -
= Savings per year less yearly cost of ops	\$ 9,134
Expected life after payback (years)	16.5
Return on investment over 20 years *	\$ 150,916
*) The 'ROI over 20 years' represents the total amount saved in addition to recovering the original investment	
Assumptions for Cost Benefit Analysis:	
Fleet size (# vehicles)	2
Test frequency (tests per year)	4
Flow time per test (seconds)	30
AFFF concentration setting	3%
Avoided cost of AFFF (\$/Gallon)	22
Environmental and Financial Impact each year:	
AFFF concentrate saved (gallons each test)	104
Yearly AFFF replenishment avoided (dollars)	\$ 9,134
Yearly pollution avoided (gallons, 3% AFFF)	13,840

NoFoam Systems

ARFF Testing Without Foam = NoFoam System

COST ESTIMATE – PROPRIETARY

ITEMIZED COST ESTIMATE FOR GRAND JUNCTION REGIONAL AIRPORT , CO

COST ESTIMATE

		Model P-500 Series		
Units	of each	Description	Unit price	Sum
1	of each	Portable system Series 500	\$15,300.00	\$15,300.00
1	of each	Portable tank and hoses	\$510.00	\$510.00
2	of each	Retrofit Kit #2 - for any ARFF	\$6,813.76	\$13,627.53
1	of each	Portable Hydrant Meter no case	\$1,734.00	\$1,734.00
Total				\$31,171.53
4	Items	Shipping		\$600.00
		Tax TBD - not included in this cost estimate		
= Total including Standard Shipping				\$31,771.53

NoFoam Systems

ARFF Testing Without Foam = NoFoam System

COST ESTIMATE – PROPRIETARY

OVERVIEW

The cost estimate requested is noted as follows, and is subject to a full and final quote:

- ✓ 1 NoFoam Portable System P-574
- ✓ 2 Retro Fit Kits (1x 2003 Striker 1500, 1x 2013 Striker 1500)
- ✓ No dye included, can be added to quote upon request
- ✓ 1 Fire Hydrant Meter
- ✓ Door-to-door delivery
- ✓ Optional cost of installation of Kits is included
- ✓ Partial delivery and partial invoicing (line item invoicing) allowed upon our request
- ✓ Expected payment terms are our standard payment terms (net 30 days)

THE SMALL PRINT

Notes and terms:

Disclaimer: All costs and savings listed are estimates only, subject to a final proposal. All prices are subject to change. Not liable for any errors or omissions.

Shipping and Delivery:

Cost is based on delivery to Grand Junction Regional Airport , CO using ground transportation and standard packaging, excluding any taxes, duties, levies, or other assessed fees.

For the final quote, the delivery charges are not expected to deviate from this cost estimate for domestic deliveries within mainland US (CONUS). Deliveries outside mainland US may be based on an approximate estimate and may differ from the amount estimated in this cost estimate.

Domestic delivery time is usually 4-8 weeks, final delivery date based on long lead time items.

Package sized deliveries may be shipped by ground or by air, by any carrier, individually or in a combined shipment as determined by NoFoam Systems.

Payment:

Payment terms are our standard payment terms (net 30 days). Prices are quoted in US\$. Sales tax and other local taxes may be added at any point in time, as necessary – they are not specified in this cost estimate.

NoFoam Systems

ARFF Testing Without Foam = NoFoam System

COST ESTIMATE – PROPRIETARY

Included/Excluded:

All major items are listed as line items. The system itself comes with a connection hose (between the testing unit and the ARFF vehicle), drain hose, 5-gallon collection containers for drainage and a funnel. The Retro Fit Kits come with all parts needed to perform the retrofit installation. Each kit also provides you with access to a PDF manual for the installation of the kit.

For on-going testing, you will have access to free PDF format user manuals, vehicle-specific test sheets and test report templates, as well as free online support (phone, text or email) on an as-available basis.

Installation of retrofit kit is included in the quote and is considered optional. The Installation can always be performed by your own mechanic on-site, or we can set you up with a third-party installer and provide installation supervision at most locations – this service is in any case optional based on your preference.

Options:

None listed.

NoFoam Systems

ARFF Testing Without Foam = NoFoam System

COST ESTIMATE – PROPRIETARY

NOFOAM SYSTEMS BACKGROUND AND POINT OF CONTACT INFORMATION

This cost estimate is issued by NoFoam Systems, a division of Emerging Growth Enterprise, which holds exclusive licensing rights to the Intellectual Property Rights to the system and the associated modification kits.

NoFoam Systems has won the Federal Labs Consortium's award for Technology Transfer. The technology is recognized as an acceptable method in the NFPA 412 standard. The system is approved by the FAA and listed in Part 139 CertAlert number 19-01.

The NoFoam System is installed and used on hundreds of ARFF vehicles all over the world. Our users include civil aviation as well as all branches of the US DoD (Navy, Marine, Air Force, and Army), and the Depart of Defense in Australia. NoFoam Systems are currently used in the US, Canada, Australia, Asia, Africa, and Europe (UK, Germany, Belgium, Italy, Spain, Portugal and Greece).



Lina Ramos, Principal, NoFoam Systems

NoFoam Systems

7825 Fay Avenue, Suite 200

La Jolla, CA 92037-4270

Tel: +1.619.886.4227 direct

Email: Lina@NoFoamSystem.com

Web: www.NoFoamSystem.com

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Approve the Sage Intacct Accounting Software subscription renewal		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Silverware, Inc. Invoice No. 63949 in the amount of \$13,590 to renew our annual accounting software subscription for 2020.		
SUMMARY:	<p>In November 2017, the board approved a change in the accounting software and selected a subscription with Sage Intacct. Currently, we are happy with the software and are continuing to learn more about the functions available within our subscription.</p> <p>This invoice represents our annual subscription cost for the accounting software, including the fixed asset module and additional user credentials for the period from 12/21/19 – 12/20/2020.</p> <p>Our current subscription includes 3 full “Business User” subscriptions as well as 10 additional employee user log-ins that have a “read-only” access to be able to obtain reports and view individual transactions.</p> <p>The annual cost is unchanged from the 2019 subscription year cost.</p>		
REVIEWED BY:	Director of Planning and Development and Legal Counsel		
FISCAL IMPACT:	\$13,590 – Professional Services IT Operating Expense		
ATTACHMENTS:	Silverware, Inc. Invoice No. 63949		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com (970) 248-8581		



Silverware, Inc.
 5644 E. Thomas
 Phoenix, AZ 85018
 480-423-8324
 Fax: 480-423-8323
www.silverware.com

Date
11/26/2019

Bill To
Grand Junction Regional Airport Authority 2828 Walker Field Drive, Suite 301 Grand Junction, CO 81506 United States

Invoice Number: 63949
Payment Terms: Due upon receipt

Item Description	Quantity	Price	Billable Amount
01. Intacct Fixed Assets SUBSCRIPTION RENEWAL 12/21/2019 - 12/20/2020	1.00	4,980.00	4,980.00
Description: Intacct Fixed Assets enables you to easily add & track assets including serial numbers, warranty information and depreciation.			
02. Intacct Financial Management for Single Business Entity	1.00	5,220.00	5,220.00
Description: Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Employee Expenses, Standard Reports, Dashboard, Customization Services.			
03. Intacct Employee User 10 Pack	1.00	1,260.00	1,260.00
Description: Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, timesheets and/or purchase requisitions. Also includes read only access to any additional applications built on the Intacct Platform.			
04. Intacct License - Business User	3.00	2,520.00	7,560.00
Description: Adds additional users with unlimited access rights to all applications.			
05. Intacct Subscription Discount	1.00	-5,430.00	-5,430.00
Description: Intacct Subscription Discount			

Total Billable Amount \$13,590.00

Total Taxes \$0.00

Total **\$13,590.00**

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Grant Application West Terminal Apron / Run-up Pad Construction		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Grant Application for submittal to FAA and CDOT Division of Aeronautics, and the Authorize Executive Director, or her designee, to sign.		
SUMMARY:	<p>The Airport Improvement Program (AIP) grant application encompasses projects listed on the Airports 2020 Capital Improvement Plan (CIP).</p> <p>The projects to be accomplished for this year and every year going forward as per the CIP are an important part of providing a safe and efficient airfield/overall airport operation. The 2020 Airport Improvement Program (AIP) project included in this grant application is for design and construction of the West Terminal Apron and the Temporary Run-up.</p>		
REVIEWED BY:	Finance Director and Legal Counsel		
FISCAL IMPACT:	<p><u>Funding Sources</u> Federal - \$12,600,000 State - \$250,000 GJRA - \$1,150,000 Total - \$14,000,000</p>		
ATTACHMENTS:			
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Lease Assignment and Consent to Lease Assignment – Crooked Horn Aviation, LLC and Park D. Trust.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board consent to the lease assignment between Crooked Horn Aviation, LLC and Park D. Trust, and authorize the Executive Director, or her designee, to execute the Assignment.		
SUMMARY:	Crooked Horn Aviation, LLC is selling their property at 2847 Aviators Way, Unit B to Park D. Trust. The lease to be assigned has an initial expiration date of September 1, 2023, with one (1)- ten (10) year and four (4)- five (5)- year renewal options remaining. This action allows the consent and lease assignment to transfer from Crooked Horn Aviation, LLC to Park D. Trust.		
REVIEWED BY:	Director of Planning and Development and Legal Counsel		
FISCAL IMPACT:	None.		
ATTACHMENTS:	Assignment of Ground Lease Agreement and Consent to Assignment Full lease document may be provided upon request.		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com (970) 248-8581		

ASSIGNMENT OF GROUND LEASE AGREEMENT AND CONSENT TO ASSIGNMENT

This Assignment of Ground Lease Agreement and Consent to Assignment is entered into this 18th day of December, 2019, by CROOKED HORN AVIATION, LLC ("HORN"), and PARK D. TRUST ("TRUST"), and which is consented to by the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA").

Recitals

WHEREAS, on or about August 1, 2010 GJRAA and COLLIN FAY entered into a Ground Lease Agreement ("Ground Lease Agreement") by which COLLIN FAY agreed to lease certain real property and improvements (the "Improvements") from GJRAA; and

WHEREAS, on or about November 1, 2015 GJRAA and COLLIN FAY moved the original lease to the new Ground Lease Agreement. The Ground Lease Agreement shall be collectively referred to herein as the "Lease."

WHEREAS, COLLIN FAY wished to sell and Lease Assignments to HORN on May 4, 2018.

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

Agreement

1. HORN hereby assigns to TRUST all of its rights, title, and interest in, to, and under the Lease. TRUST hereby agrees to assume and perform all obligations, liabilities, and responsibilities of HORN under the Lease, which will arise or be incurred, or which are required to be performed, on or after the "closing" between HORN and TRUST for the sale of the Improvements. However, HORN still remains responsible for all liabilities and obligations which accrued prior to the "closing" in regard to the Lease.
2. This Agreement is to become effective on **December 18, 2019**, or date of the "closing," on the condition of the closing of the agreement between HORN and TRUST for the sale of the Improvements. Should such closing not be completed by **December 31, 2019**, this Agreement, as well as the consent of GJRAA, shall become null and void.
3. Subject to the conditions set forth in Paragraph 2, above, GJRAA releases HORN from any and all obligations under the Lease that accrue on or after the "closing," except for any hold harmless and/or indemnification obligations that HORN may have under the Lease, but which may arise after the "closing." However, this release is contingent upon TRUST's agreement to assume and perform all obligations, liabilities, and responsibilities of HORN under the Lease. Additionally, this release shall not be construed as a consent or waiver of any rights that GJRAA has to object to any subsequent sublease or assignment of the Lease.

4. HORN hereby agrees to indemnify, defend, and hold TRUST and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which TRUST or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against TRUST or GJRAA, as a result of HORN's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease being assigned prior to the "closing."

5. TRUST hereby warrants, covenants, and agrees to diligently perform and discharge each and all of HORN's obligations, duties, responsibilities, and covenants under the Lease and to indemnify and hold HORN and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which HORN or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against HORN or GJRAA, as a result of TRUST's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease on or after the "closing."

6. HORN warrants and agrees that as of the determined "closing" date, all payable rents, taxes, and/or assignments pertaining to the Lease or the Improvements have been paid in full.

7. TRUST certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

8. Upon execution of this Agreement, TRUST shall provide a Security Deposit in accordance with the Lease.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10. This Agreement shall bind and inure to the benefit of the Parties executing this Assignment and Consent to Assignment and their respective heirs, successors, and permitted assigns.

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

CROOKED HORN AVIATION, LLC
534 FOY DRIVE
GRAND JUNCTION, CO 81507

PARK D. TRUST
240 GARFIELD DRIVE
HENDERSON, NV 89074

By: _____

By: _____

Date: _____

Date: _____

Approval of Assignment of Ground Lease Agreement

Effective upon proper execution by HORN and TRUST, and contingent on the closing of the agreement between HORN and TRUST for the sale of the Improvements, GJRAA hereby consents to the assignment of the Lease to TRUST. Nothing in this consent shall be construed to expand or extend any term or condition of the Lease, or waive any performance of any term or condition of the Lease, either before, on, or after **December 18, 2019**.

Grand Junction Regional Airport Authority

By: _____

Its: _____

Date: _____

Grand Junction Regional Airport Authority

Agenda Item Summary:

TOPIC:	Rates and Charges Amendments		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Resolution 2019-007 which amends the Airport's Rates and Charges to be effective January 1, 2020.		
DISCUSSION:	<p>The proposed amendments to the Airport Rates and charges are primarily to update the rates applicable to the Airline tenants and make annual adjustments to rates.</p> <p>The revised landing fee (\$1.95 per thousand pounds) and terminal rent rates (equalized rate of \$37.54) proposed in the resolution were calculated based on the methodology originally presented at the December 4, 2018 board meeting and also reflect the rates that were used to prepare the 2020 budget. These rates were calculated by DKMG based on our 2020 budgeted enplanements, landed weight, and operating expenses. The new methodology is formula based and uses a hybrid of the residual and compensatory ratemaking methodologies commonly used by airports.</p> <p>The changes to the Rates and Charges also represents a simplification of the current billing structure. Prior to 2020, airlines were billed separate fees for using the disposal station, deicing, staff overtime, etc. With the proposed change, we will recover these costs through the revised landing fee and terminal rent rate.</p> <p>We have met with the Airlines in 2018 and most recently in October 2019 to review the proposed 2020 rates and change in methodology and they are supportive of the changes. The Airline Use and Lease Agreements (ULAs) effective today have been in holdover since 2010. We are currently negotiating the draft ULA with the airlines and are reviewing and incorporating their comments. A draft will be presented to the board for review and comment in the coming months prior to final approval. Our goal is to implement new ULAs with the airlines with an effective date of January 1, 2020.</p> <p>Adopting the new rates and making changes in methodology presented in this resolution will further support the implementation of the new ULA agreement as of January 1, 2020 and will make the "true-up" adjustment at year end more streamlined.</p> <p>Additional changes were made to clarify and simplify references to federal regulations and update terminology to be consistent with other Authority agreements.</p>		
REVIEWED BY:	Director of Planning and Development and Legal Counsel		
FISCAL IMPACT:	These changes are intended to match the budgeted revenues presented with the 2020 budget.		
ATTACHMENTS:	Board Resolution 2019-007 – Rates and Charges		
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com		

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

Declaration of Authority/Applicability of Rates & Charges

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

These Rates & Charges supersede all previous schedules of Fees & Charges or Rates & Charges promulgated by GJRAA. These Rates & Charges are promulgated pursuant to GJRAA’s regulatory authority under C.R.S. § 41-3-106(1)(h) and proprietary powers recognized under 49 U.S.C. § 2210(a)(9)40116(e)(2), and in accordance with Federal Aviation Administration (“F-A-A-”) orders regulations, rules, directives, and policy statements and guidance pertaining to the implementation, modification, and enforcement of airport Rates and Charges as they are changed from time to time. GJRAA may amend the Rates & Charges from time to time, ~~and in some cases, may do so with or without notice.~~

All GJRAA Rates & Charges shall be set and applied on a fair, reasonable and not unjustly discriminatory ~~basis standard~~ in accordance with all applicable FAA Grant Assurances, including the obligation under Assurance 24 to “maintain a fee and rental structure for facilities and services at the airport which will make the airport as self-sustaining as possible.” the Federal Aviation Administration (FAA) Order 5190B (“the Order”) and all related subchapters of the Order including Subchapters 17.5 and 18.5(c) to ensure GJRAA establishes a fee and rental schedule that makes the airport as financially self-sustaining as possible. All GJRAA revenues generated from the Rates & Charges surpluses shall be used for airport ~~system~~ purposes in accordance with 49 U.S.C. § 47107(b)(1) and § 47133 for reserves, funds to facilitate financing and financing coverage and other contingencies such as to address deferred maintenance items.

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

I. General Requirements

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

Payment of Rates and Charges

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

Books and records

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

Audits

GJRAA reserves the right to conduct audits of a User's books of account and records at any time during normal weekday business hours, upon reasonable notice, for the purpose of determining whether the User's Rates and Charges were properly calculated and remitted to the GJRAA. In performing said audits, GJRAA shall be entitled to review (and the User's involved shall be obligated to provide to GJRAA) all of the books of account and records that the User is obligated to maintain pursuant to these Rates & Charges, as well as all other documents and files in that User's possession, custody, or control that GJRAA requests at the User's expense. Should the User fail to maintain the books of account and records required to be maintained pursuant to these Rates & Charges, or should that User fail to permit GJRAA or its auditor to review its books and records, and other documents and files, such conduct shall be considered a failure to perform obligations under these Rates & Charges, and GJRAA shall be entitled to exercise any and all remedies set forth in this Part ~~4~~I. If any audit shows that monies that should have been paid to GJRAA were understated or underpaid for the audit period involved, the User shall, within thirty (30) days notice of any such deficiency, pay to GJRAA the full amount underpaid, plus three percent (3-%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of the underpayment exceeds two percent (2%) of the total amounts owing to GJRAA for the audit period involved, the User in addition to paying the GJRAA the underpayment owed, shall reimburse GJRAA for the entire cost of the audit. If the audit discloses overpayment of the monies owed to GJRAA hereunder, GJRAA shall refund the amount of overpayment within thirty (30) days of said audit.

Remedies upon Failure to Perform Obligations

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

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

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

Amendment

~~GJRAA may amend these Rates & Charges, including altering the fee structure or approving additional Rates, with or without notice or input from Users or any other Person.~~

Hold Harmless

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

Airport Damage

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

Interest

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

Attorney's Fees and Costs

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

Jurisdiction and Venue

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

Prevailing Terms

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

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft ≥ 12,500 lbs. Landing Weight	\$1. 70 <u>95</u> /1,000 lbs.
Commercial Signatory Aircraft < 12,500 lbs. Landing Weight	\$7.23
Commercial Non-Signatory Aircraft ≥ 12,500 lbs. Landing Weight	\$3.80/1,000 lbs.
Commercial Non-Signatory Aircraft < 12,500 lbs. Landing Weight	\$15.00
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- A full landing fee will be charged for Ferry Flights landing at the Airport, and for unscheduled landings of aircraft originating from another ~~airport, and~~airport and diverted to the Grand Junction Regional Airport due to weather, mechanical, or other reasons other than declared emergencies.
- A one-half ($-\frac{1}{2}$ -) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.

Joint Use Space Common Area Fees

Aircraft Operators that utilize the ticket queuing space, security, passenger boarding area, and baggage claim in ~~the following areas of~~ the Airport's terminal building in a particular month shall pay their pro rata share of the 26,488 total square feet ~~rent~~ at a cost of \$27.27~~37.54~~ per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.÷

- ~~Baggage processing area~~ currently encompass 5,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$13,001 (\$156,012 annual)
- ~~Boarding area~~ currently encompass 17,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$40,271 (\$483,252 annual)

~~Ticketing area~~ currently encompass 4,587 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$10,424 (\$128,088 annual)

Preferential Use Space Fees

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

Non-Participating Airline Space Fees

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

Terminal Building Fee

~~Tenants of the terminal building leasing exclusive space will pay \$30.30 per square foot per year.~~

Security Services

~~The rate for the security services is \$200,000 per year. The pro rata share shall be based on the total number of enplaned revenue passengers utilizing the boarding area during said month.~~

Other Fees

- **Boarding/Loading Bridge** - ~~\$25-8.04 fee for each operation~~ per turn. A loading bridge turn shall mean each time an aircraft is “connected” to the loading bridge. If an aircraft enplanes and deplanes passengers without disconnecting, this will count as one “turn”.
- ~~**Disposal Station Fees**—\$15 for each use of the lavatory disposal station. The disposal station area must be cleaned after each use or a fine of \$200 will be assessed on the operator.~~
- ~~**Deicing Fee**—Pro rata share of GJRAA’s expenses incurred in draining and cleaning the deicing pad holding tank.~~
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.
- ~~**Stand-by Services**—\$75 per hour per employee, charged in 15 minute increments for stand-by services provided to them by GJRAA employees between the hours of 12:00 am (midnight) to 5:00 am. Services included:
 - Aircraft Rescue Firefighting (ARFF);
 - Emergency first aid;
 - Custodial and maintenance services.If a GJRAA employee has to be called back to the Airport to provide these services, then a three hour minimum charge will be imposed for each called-back employee involved.~~
- ~~**Ramp Parking**—Aircraft Operators (excluding FAR Part 121 and 135 Commercial Aircraft Operators) shall pay GJRAA \$200.00 for the parking of aircraft on the air carrier ramp (space permitting) for each twenty-four (24) hour increment or fraction thereof~~
- ~~**Commercial Aircraft Operator Permit**—Commercial Aircraft Operators who do not own, lease, or sublease space at the Airport AND who conduct commercial aeronautical services and activities that originate at the Airport shall pay GJRAA \$150 annually for a permit to operate said activities at the Airport~~

B. Reports/Billing

On or before the ~~5th~~-10th day of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the ~~AA~~Airport ~~Aa~~administration ~~O~~ffices such reports of the preceding month’s activities as GJRAA may request to enable GJRAA to compute the ~~R~~ates (also referred to, in some cases, as ~~F~~ees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The

reports shall be attested to as correct to the best of the signer's knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery.

The reports shall be submitted in a format~~on a form~~ provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the reports, or for additional information from the Aircraft Operator or Aircraft Ground Service Operator for Airport marketing, statistical, fee-setting, or other purposes. **Note: Reports not submitted by the end of the 510th ~~day of each month~~ are may be subject to a \$100 per day late fee.**

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

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

Ground Transportation Operators shall pay GJRAA the following fee:

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

Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a per trip fee equal to ~~20~~5% of the applicable TNC rate of \$2.50/trip for a fee of ~~\$.50~~\$.63/trip multiplied by the number of trips each month. Fee shall be paid monthly, unless other payment arrangements are made between the Operator and GJRAA. Hotel/Motel Courtesy Vehicle Operators shall only pick up and drop off at the Airport the patrons of their respective hotels/motels, and not persons who are not patrons of their hotels/motels.

Off-Airport Parking Providers

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

Off-Airport Delivery Service Operators

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

Compliance

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

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

No Diversion of Passengers

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

Signage

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

IV. Fueling Operations

A. Fuel Flowage Fees

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

The following fuel flowage per gallon rates apply:

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

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

B. ARFF Standby Services for “Rapid Refueling” Operations

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

C. Rental Car Fuel Station Fees

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

V. Leases of Airport Property

Terminal Building Fee

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

Airside Leases

New Airside Leases will have a rate equal to the greater of ~~no less than~~ fair market value or the maximum price per square foot being charged to current lessees.

Rental Car Service Area:

4/1/18~~9~~ – 3/31/20~~19~~
Cost per sq. ft. per month

Ground	\$0. 1884 <u>1931</u>
Building	\$0. 4066 <u>4168</u>

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

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

Initial Issue

With fingerprint processing\$85.00

Without fingerprint processing\$35.00

Renewal

With fingerprint processing\$55.00

Without fingerprint processing\$25.00

AOA Badges:

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

Initial Issue.....\$35.00

Renewal.....\$25.00

Change from AOA Badge to SIDA Badge

With fingerprint processing\$50.00

Without fingerprint processing\$0.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$100.00

Lost badge - 1st replacement \$35.00

Lost badge - 2nd replacement \$70.00

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

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

Keys

Initial Issue.....\$10.00

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

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

B. Airport Parking Violations:

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

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

C. Terminal Parking:

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

D. Internet and Phone Service:

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

E. Billable Staff Time:

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

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

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

G. Colorado Open Record Request (CORA)

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

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

ADOPTED this 17th day of December, 2019

Tom Benton, Chairman

ATTEST:

Joe Burtard, Clerk

Board Members Voting Aye:

Those Voting Nay:

AMENDED AND RESTATED BYLAWS & RULES OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Adopted May 19, 2015

ARTICLE I: Statement of Authority

1.1. PURPOSE OF AUTHORITY. The purpose of the Grand Junction Regional Airport Authority (hereinafter "Authority") is to operate, maintain, and develop the Grand Junction Regional Airport and its related facilities and to oversee and manage the business and affairs of the Grand Junction Regional Airport.

1.2. PRINCIPAL OFFICE. The principal office of the Authority shall be located within Mesa County, Colorado.

ARTICLE II: Board of Directors

2.1 PURPOSE AND POWERS OF THE BOARD. The Authority's Board of Directors (hereinafter "The Board"), which may also be referred to as the Board of Commissioners, shall manage the governance of the Grand Junction Regional Airport. The Board shall have all powers expressly granted by Colorado law, and all powers necessary or incidental to such express powers. The Board shall act only at a duly called meeting that is open to the public unless otherwise provided for by the laws of the State of Colorado or those of the United States of America.

2.2 SELECTION AND QUALIFICATION. The Board shall consist of seven (7) members which may be referred to as Directors or Commissioners (hereinafter "Directors"). The Mesa County Commissioners shall appoint three (3) Directors, only one of whom may, but need not be, a County Commissioner. The City Council of Grand Junction shall appoint three (3) Directors, only one of whom may, but need not be, a member of the City Council. The Directors appointed by the County Commissioners and the City Council shall be residents and taxpaying electors of Mesa County or the City of Grand Junction, respectively, at the time of their appointment. The Directors appointed by the Mesa County Commissioners and the Grand Junction City Council shall advise the County Commissioners and the City Council as to the person they identified as the seventh Director (hereinafter "At-Large Director") and the County Commissioners and the City Council will determine whether they consent to that person serving as the At-Large Director. The At-Large Director shall be a resident and taxpaying elector of Mesa County at the time of his or her appointment.

2.2.1. METHOD OF PROPOSING AT-LARGE DIRECTOR. The At-Large Director shall be selected from a pool of potential Directors arrived at by the public solicitation of applicants for the open position(s). The current Directors shall, in executive session, discuss the applicants and identify the person to be the At-Large Director and then take any public comments on the person identified at the next regular Board Meeting. The Directors shall then advise the Mesa County Commissioners and the Grand Junction City Council as to the person they identified as the At-Large Director and

the County Commissioners and the City Council will determine whether they consent to that person serving as the At-Large Director.

2.3. TERM. The term of each Director shall be four (4) years. No Director may serve more than two (2) consecutive four (4) year terms. Each Director shall hold office until his successor has been appointed and qualified. If a Director is appointed to replace another Director, the remainder of that term shall not be considered when determining consecutive terms.

2.4. COMPENSATION AND AUTHORITY. No Director shall receive compensation for serving on the Board or as an employee of the Authority, or otherwise, other than the compensation permitted by C.R.S. § 41-3-105. No Director, individually, shall be a party in interest to any contract or transaction with the Authority; however, a hangar lease entered into on standard terms available to the public shall not be considered such a contract or transaction for the purpose of this subsection. Any Director who is present during a meeting in which any matter that, he or she has, directly or indirectly, a private pecuniary interest in or has an interest in as a representative of Mesa County or the City of Grand Junction, shall declare his or her interest and shall refrain from advocating for or against the matter, and he or she shall not vote in respect to such matter, including those matters that touch upon hangar leases. Additionally, no Director shall exercise, individually, any administrative authority with respect to the Authority, except as provided herein.

2.5. VACANCIES. Vacancies which may occur on the Board, through death, resignation, removal of one of the Directors, or for any other reason, shall be filled in the same manner as provided for the appointment of the Director being replaced. The replacing Director shall serve the balance of the term of the Director being replaced. A change of residence of a Director to a place outside of the City of Grand Junction, if he or she is an appointee of the City of Grand Junction, or outside of Mesa County, if he or she is an appointee of Mesa County, automatically creates a vacancy on the Board as to either the City or County appointee. A change in residence of the At-Large Director to a place outside of Mesa County will also automatically create a vacancy on the Board as to that At-Large Director position.

ARTICLE III: Meetings

3.1. REGULAR MEETINGS. Regular meetings of the Board shall be held within Mesa County, at least monthly, on such dates and times as the Board may determine.

3.1.1 EXECUTIVE SESSIONS. At any duly convened meeting, the Board may go into executive session upon the affirmative vote of four (4) Directors for the consideration of matters as permitted by law.

3.2. SPECIAL MEETINGS. Special meetings may be called by any officer or member of the Board by informing the Directors of the date, time, and place of such meeting and the purpose for which it is called, and by posting notice of the meeting at least three (3) days prior to it and in the method provided for pursuant to C.R.S. § 41-3-105 and as stated herein.

3.3. EMERGENCY MEETINGS. An emergency meeting may be called by the Chairman or Vice Chairman, upon giving as much notice as is practical under the circumstances, to address unforeseen circumstances or an emergency that calls for immediate action. Any

action taken at an emergency meeting must be ratified at the next meeting of the Board at which full and timely public notice is provided.

3.4. WORKSHOPS. The Board may hold workshops, as necessary, to allow it to discuss issues without taking any formal action. Workshops may be held without a quorum of the Board, but full and timely public notice is required for all workshops to be held and conducted.

3.5. NOTICE OF MEETING. Notice of the time and place of all regular and special meetings, as well as workshops, shall be posted as required by C.R.S. § 41-3-105, as it now exists or may hereafter be amended.

3.5.1. METHOD OF NOTICE. Notice of the time and place designated for all regular and special meetings, as well as workshops, shall be posted in at least three (3) places within the City of Grand Junction and Mesa County and, in addition, one (1) such notice shall be posted in the Mesa County Courthouse. Notices shall remain posted and shall be changed in the event that the time or place of such regular meeting, special meeting, or workshop is changed.

3.5.2. PLACE OF NOTICE. The place or places for posting of such notice shall be consistent with C.R.S. § 41-3-105, as it now exists or may hereafter be amended, and shall be as designated by the Board at its first regular meeting each calendar year.

3.6. QUORUM. Five (5) Directors of the Board shall constitute a quorum necessary for the transaction of business. Any combination of Directors (who are entitled to vote as set forth herein) that equal five persons shall be considered a quorum. Any action by the Board shall require the affirmative vote of at least four (4) Directors, but all questions involving the authorization of any expenditures in excess of ten thousand dollars (\$10,000.00) shall require the affirmative vote of a majority of Directors present, unless those expenditures are of a class or type that have been preapproved for ongoing purchasing by a majority vote of the Board.

3.7. METHOD OF ATTENDANCE AND ATTENDANCE REQUIREMENT. Directors may attend a meeting or workshop in person or by any electronic or telephonic means which permits all of those who are physically in attendance to hear such Director, and such Director to hear persons physically in attendance. Directors must attend at least seventy-five (75) percent of all meetings and workshops of the Board, either in person or by electronic or telephonic means, within an ongoing six (6) month period. If a Director fails to meet said attendance requirement, he or she may be subject to removal from the Board via the methods set forth in these Bylaws.

3.8. REMOVAL. By a unanimous vote of the remaining Directors, the Board may adopt a resolution requesting either the Mesa County Commissioners and/or the City Council of Grand Junction to remove a Director appointed or approved by them.

3.9. MINUTES AND RECORDS. The Board shall record all minutes of meetings and passed resolutions as soon as practical in a book of minutes kept for that purpose. The minutes will be authenticated by authorized signature of the presiding officer of the Board and will become public record. All resolutions that are passed by the Board, while they are effective, will also be maintained by the Clerk in a separate book of resolutions for ease of review and

reference. The Clerk shall, at the regular Board meeting prior to the expiration of a resolution, inform the Board at the expiration of the resolution so that the Board may take any action that may be necessary in regard to that expiring resolution.

ARTICLE IV: Officers and Committees

4.1. OFFICERS. The officers of the Authority shall be the Chairman, Vice Chairman, Clerk, Treasurer and, if designated, Deputy Clerk and Deputy Treasurer. The same person may not hold two (2) offices.

4.1.1 CHAIRMAN. The Chairman shall preside over all meetings of the Board and shall exercise such authority as is duly conferred upon him or her, from time to time, by the Board. He or she shall sign, either by manual or facsimile signature, together with the Clerk or Deputy Clerk, any leases, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, provided however, that the Board may delegate the Chairman's authority over certain routine matters to the Airport Manager, to the extent not prohibited by law.

4.1.2. VICE CHAIRMAN. In the absence of the Chairman or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all of the powers of the Chairman.

4.1.3. TREASURER AND DEPUTY TREASURER. The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board. In the absence of the Treasurer or his or her inability to act, the Deputy Treasurer shall perform these duties in the name of the Treasurer.

4.1.4. CLERK AND DEPUTY CLERK. The Clerk shall keep the Minutes of the meetings of the Board; shall maintain a book of resolutions and inform the Board of any resolutions that are set to expire; shall be custodian of the corporate records and the Seal of the Authority; shall affix the Seal of the Authority to documents where the Seal is required; and shall perform all duties incident to the office. In the absence of the Clerk, a Deputy Clerk shall perform these duties.

4.2 ELECTION OR APPOINTMENT AND TERM. The Chairman and Vice Chairman shall be elected from the members of the Board at the first regular meeting in January of each calendar year, and they shall hold office until their successors have been duly elected. The Board shall appoint a Clerk and Treasurer, and it may appoint a Deputy Clerk and Deputy Treasurer. The Clerk, Treasurer, Deputy Clerk and/or Deputy Treasurer need not be members of the Board, and such positions shall continue in office at the pleasure of the Board.

4.3. REMOVAL. Any officer may be removed by an affirmative vote of a majority of Directors.

4.4. VACANCY. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

4.5. COMMITTEES OF THE BOARD. The Chairman must appoint a Finance and Audit Committee and a Compliance Committee to oversee the auditing, finances, and compliance of the Grand Junction Regional Airport at the first regular meeting in January of each calendar year. The Chairman may also create and appoint any other Ad Hoc Committees from time to time to address specific concerns of the Authority. Committees may be composed of Directors and/or non-Directors as the Board deems advisable. All committees shall report directly to the Board.

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

ARTICLE V: Operations

5.1. EMPLOYEES. The Board shall select and appoint an Airport Manager to implement its policies, manage the Grand Junction Regional Airport, and serve at its pleasure. The Board shall delegate the hiring and day-to-day supervision of a Finance and Accounting Manager to the Airport Manager, and the Finance and Accounting Manager will oversee and manage the Grand Junction Regional Airport's finances. Termination, demotion, reductions in pay, or other adverse personnel actions against the Finance and Accounting Manager by the Airport Manager shall require Board approval. Other individuals may be employed by the Authority to assist the Airport Manager and/or the Finance and Accounting Manager, including an individual to oversee compliance with applicable law, and those individuals will serve at the pleasure of the Airport Manager. The Board may compensate employees as it deems proper.

5.2. AUDITING & ACCOUNTS PAYABLE. The Board may establish a method of auditing and allowing or rejecting claims and demands made against the Authority.

5.3. CONTRACTS. The Board shall let contracts on a fair and competitive basis for the purchase or construction of works, structures or equipment, or the performance or furnishing of labor, materials or supplies, as required for the carrying out of any of the purposes of the Authority. Pursuant to C.R.S. § 38-26-105 and 106, as it exists or may hereafter be amended, where the contracting amount involved shall be equal to or greater than fifty thousand dollars (\$50,000), or such amount specified by applicable law, contracts shall be let to the lowest responsible bidder, after publication of a notice inviting bids in a newspaper of general circulation in Mesa County, subject to the right of the Board of Directors to reject any or all proposals and to re-advertise for bids, as provided herein. Any contractor who is awarded a contract for more than one hundred fifty thousand dollars (\$150,000.00), before beginning performance on the contract, shall duly execute, deliver to, and file with the Board, a good and sufficient bond or other acceptable surety, in a penal sum not less than one-half of the total amount payable under the terms of the contract.

ARTICLE VI: Miscellaneous

6.1. SEAL. The corporate seal of the Authority shall be in the form of a circle containing on the perimeter thereof GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, within the center COLORADO 1971, a facsimile of the runway configuration and a beacon marker with GRAND JUNCTION and MESA COUNTY inscribed therein.

6.2. FISCAL YEAR. The fiscal year of the Authority shall begin on the first (1st) day of January of each year and end on the 31st day of December of that year.

6.3. AMENDMENT. These Bylaws may be altered, amended or repealed by Resolution adopted at each of two special or regular meetings of the Board held not less than 27 days nor more than 45 days apart, provided that notice of the subject of the proposed amendment(s), and announcing its availability for review, is published between three (3) and seven (7) days prior to each such meeting in a newspaper of general circulation in Mesa County.

6.4. NON-LIABILITY FOR DEBTS AND INDEMNIFICATION. No Director shall be personally liable for any claims against or debts of the Authority. The Authority shall indemnify Directors and hold them harmless from and against any and all claims and liabilities to which they may become subject by reason of their actions, omissions, or status as a Director, to the maximum extent permitted by law, provided, however, that the Authority need not indemnify any Director against a claim or liability which is excluded from coverage under any insurance policy of the Authority.

6.5 ELECTRONIC MAIL & SOCIAL MEDIA. Each Director shall be provided an electronic mail (email) address from the Grand Junction Regional Airport that shall be used to send and receive email correspondence about the Grand Junction Regional Airport and its business and affairs. The Directors shall not use any other electronic mail service for the purposes of sending or receiving email correspondence about the Grand Junction Regional Airport and its business and affairs. No Director shall post comments on or use any form of social media, including Facebook, Twitter, Instagram, etc., to discuss the Grand Junction Regional Airport or its business and affairs.

**BY THEIR SIGNATURES BELOW, THE RESPECTIVE OFFICERS OF THE
AUTHORITY CERTIFY THAT THE FOREGOING AMENDED AND RESTATED
BYLAWS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY WERE
DULY ADOPTED BY THE BOARD ON THE DATE SET FORTH ABOVE.**

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By: _____
Rick Wagner, President of the Board

ATTEST:

By: _____
Victoria Villa, Clerk

GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

Report Date: 10/31/2019

PY Comparison Date: 10/31/2018

October, 2019

CURRENT MONTH				YEAR-TO-DATE		
PASSENGER ENPLANEMENTS:	2018	2019	PERCENT CHANGE	2018	2019	PERCENT CHANGE
AMERICAN	9,254	10,527	13.76%	85,650	88,761	3.63%
ALLEGiant	1,165	2,127	82.58%	14,037	20,683	47.35%
UNITED	7,046	7,656	8.66%	55,218	68,125	23.37%
DELTA	4,024	3,950	-1.84%	35,001	37,103	6.01%
DENVER AIR CONNECTION	730	585	-19.86%	7,549	5,963	-21.01%
Misc Charters	-	-		691	1,097	58.76%
TOTAL ENPLANEMENTS	22,219	24,845	11.82%	198,146	221,732	11.90%
TOTAL SEAT CAPACITY	26,531	30,960	16.69%	249,429	284,458	14.04%
PASSENGER DEPLANEMENTS:	2018	2019	CHANGE	2018	2019	CHANGE
AMERICAN	8,850	9,750	10.17%	86,698	88,339	1.89%
ALLEGiant	1,101	1,921	74.48%	13,797	19,873	44.04%
UNITED	6,898	7,603	10.22%	60,178	79,253	31.70%
DELTA	4,033	3,794	-5.93%	37,714	39,962	5.96%
DENVER AIR CONNECTION	726	601	-17.22%	7,514	5,939	-20.96%
Misc Charters	-	-	N/A	548	1,010	84.31%
TOTAL DEPLANEMENTS	21,608	23,669	9.54%	206,449	234,376	13.53%
TOTAL PASSENGERS	43,827	48,514	10.69%	404,595	456,108	12.73%

LOAD FACTOR:(OUTBOUND ONLY)	CURRENT MONTH			YEAR-TO-DATE		
	2018	2019	Difference	2018	2019	Difference
AMERICAN	84.54%	80.35%	-4.20%	80.19%	78.32%	-1.87%
ALLEGiant	78.45%	71.47%	-6.98%	81.57%	72.26%	-9.31%
UNITED	90.13%	86.74%	-3.38%	83.57%	82.63%	-0.94%
DELTA	86.54%	84.47%	-2.06%	81.02%	80.62%	-0.40%
DENVER AIR CONNECTION	44.73%	42.39%	-2.34%	48.11%	44.87%	-3.25%
GJT TOTAL	83.75%	80.25%	-3.50%	79.44%	77.95%	-1.49%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

10/31/2019

		Month			Budget Variance		Prior Year Variance	
		10/31/2019	10/31/2019	10/31/2018				
		Budget	Actual	PY Actual	Budg \$ Var	Budg % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	44,942	51,362	44,931	6,420	14.29 %	6,431	14.31 %
2	Terminal rent	98,487	98,874	98,487	387	0.39 %	387	0.39 %
3	Other (boarding bridge)	6,722	11,194	4,115	4,472	66.53 %	7,079	172.03 %
	Total Passenger airline revenue	150,151	161,430	147,533	11,279	7.51 %	13,897	9.42 %
Non-passenger airline revenue								
4	Non-passenger landing fees	7,405	13,380	8,079	5,975	80.69 %	5,301	65.61 %
5	Cargo and hangar rentals	4,438	4,483	4,372	45	1.01 %	111	2.54 %
6	Fuel tax & flowage fees	54,143	77,431	68,223	23,288	43.01 %	9,208	13.50 %
7	Other (ramp parking, rapid refuel)	370	1,590	660	1,220	329.73 %	930	140.91 %
	Total Non-passenger airline revenue	66,356	96,884	81,334	30,528	46.01 %	15,550	19.12 %
	Total Aeronautical revenue	216,507	258,314	228,867	41,807	19.31 %	29,447	12.87 %
Non-aeronautical revenue								
8	Land and building leases	49,644	48,614	49,627	(1,030)	(2.07) %	(1,013)	(2.04) %
9	Terminal - restaurant & retail	9,816	13,789	11,172	3,973	40.47 %	2,617	23.42 %
10	Terminal - other	15,857	15,041	15,042	(816)	(5.15) %	(1)	(0.01) %
11	Rental cars	109,157	125,963	127,411	16,806	15.40 %	(1,448)	(1.14) %
12	Parking and ground transportation	150,979	164,110	122,898	13,131	8.70 %	41,212	33.53 %
13	Other (security fee, overtime fee, etc)	4,436	7,313	17,788	2,877	64.86 %	(10,475)	(58.89) %
	Total Non-aeronautical revenue	339,889	374,830	343,938	34,941	10.28 %	30,892	8.98 %
	Total Operating revenues	556,396	633,144	572,805	76,748	13.79 %	60,339	10.53 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

10/31/2019

		Month			Budget Variance		Prior Year Variance	
		10/31/2019	10/31/2019	10/31/2018				
		Budget	Actual	PY Actual	Budg \$ Var	Budg % Var	PY \$ Var	PY % Var
Operating expenses								
14	Personnel compensation and benefits	197,257	200,917	157,118	3,660	1.86 %	43,799	27.88 %
15	Communications and utilities	30,661	21,837	22,900	(8,824)	(28.78) %	(1,063)	(4.64) %
16	Supplies and materials	35,035	55,256	55,803	20,221	57.72 %	(547)	(0.98) %
17	Contract services	40,417	37,680	43,369	(2,737)	(6.77) %	(5,689)	(13.12) %
18	Repairs & maintenance	25,571	33,937	24,430	8,366	32.72 %	9,507	38.92 %
19	Insurance	7,864	8,677	7,553	813	10.34 %	1,124	14.88 %
20	Other (travel, marketing, air service, etc)	11,175	9,151	18,649	(2,024)	(18.11) %	(9,498)	(50.93) %
Total Operating expenses		347,980	367,455	329,822	19,475	5.60 %	37,633	11.41 %
Non-operating revenue (expenses)								
21	Passenger facility charges	86,000	88,644	78,299	2,644	3.07 %	10,345	13.21 %
22	Interest income	5,000	12,431	19,461	7,431	148.62 %	(7,030)	(36.12) %
23	Interest expense	(67,515)	(67,515)	(69,816)	-	0.00 %	2,301	(3.30) %
24	Customer facility charges	78,700	80,264	73,636	1,564	1.99 %	6,628	9.00 %
25	Capital contributions	1,664,718	789,514	23,375	(875,204)	(52.57) %	766,139	100.00 %
25	Capital expenditures	(2,071,213)	(909,897)	(2,876,589)	1,161,316	(56.07) %	1,966,692	(68.37) %
26	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
Total Non-operating revenue (expenses)		(304,310)	(6,559)	(2,751,634)	297,751	(97.84) %	2,745,075	(99.76) %
Excess of revenue over (under) expense		(95,894)	259,130	(2,508,651)	355,024	(370.23) %	2,767,781	(110.33) %

Variance Explanations - October 2019 compared to Budget and October 2018 Preliminary Financial Statements

Variance explanations below are provided for those categories that had variances to budget or prior year actual of greater than \$10,000 and 10% in October 2019.

Operating Revenues:

- 6 **Fuel tax & flowage fees** – Based on discussions with CDOT, fuel tax is typically collected by the State and remitted to the airports about two months after the activity occurred. However, the state does not remit funds until they are collected, so the lag time could be even greater than three months and delayed receipts by the state result in uneven payment streams to the airport. This unpredictability of the payment stream often makes the monthly financial statements year over year incomparable. Flowage fees are collected by West Star based on fuel sold to the airlines and GA community. In general, fuel tax revenue and flowage fees should correspond to changes in commercial operations since this is a significant portion of av gas sales. The variance from budget in October is directly related to the fuel flowage fees collected by West Star because of higher than expected activity levels. There were 42 more commercial landings in October 2019 compared to October 2018 (a 9% increase). This increase in landings resulted in higher fuel flowage fees in October 2019.
- 11 **Rental Cars** - The 2019 budget was estimated based on the 2018 forecasted activity and this budget was completed before the significant passenger growth started so the variance was primarily related to the underestimated budget number. The number of rental transactions were up 12% year over year, which is consistent with the passenger growth in October 2019 compared to October 2018, but the average transaction amount and total rental days were down year over year. This resulted in comparable total revenue from the rental cars.
- 12 **Parking and Ground Transportation** - Parking and GT Revenue out-performed budgeted expectations and prior year actual amounts. Parking transactions in October 2019 were up approximately 5% year over year compared to October 2018 and the average transaction amount also increased which indicates a longer length of stay.
- 13 **Other (security fee, advertising, etc.)** - The decrease in other revenue in October 2019 compared to October 2018 is due to the timing of badge renewals and issuances. October 2018 had \$13,000 of badge renewal fees compared to \$3,900 in 2019. Year to date, we are still ahead of budget, this variance is just due to timing.

Operating Expenses:

- 14 **Personnel Compensation & Benefits** – The variance to prior year in October reflects the budgeted increase in compensation and benefits. We are within 1.8% of budget for the month and still 5% below budget year to date.
- 16 **Supplies and Materials** – Supplies and Materials purchases were budgeted relatively evenly throughout the year, although the actual timing of these activities can vary. In October 2019, almost \$14,000 of the variance was due to one-time costs - \$4,700 to replace the TV monitor in the conference room and \$8,200 to dispose of the glycol from de-icing. Unleaded fuel costs are also running above budget as activity has increased and is approximately \$7,000 over the budget amount for the month, however, these costs will be fully recovered in additional revenue.

Non-Operating Revenues and Expenses:

- 21 **PFC Revenue** – PFC revenue exceeded prior year actual and current year budget due to increased activity. Passenger enplanements increased 12% year-over-year from October 2018 to October 2019 which is consistent with the 13% increase in PFC revenues over prior year. Based on the airline schedules, we expect the increases in capacity to continue into Q2 of 2020.
- 25 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable. We had anticipated a number of costs to be incurred in the first quarter related to 2018 projects that rolled into 2019, and when the budget was completed, we anticipated an earlier start on the terminal renovation project. We are in the process of closing out grants for projects that were started in prior years and the 2019 projects are underway. We are preparing a summary of all 2019 projects to show a budget to actual by project to be presented with year end financial statements.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		10/31/2019	10/31/2019	10/31/2018				
		Budget	Actual	PY Actual	Budg \$ Var	Budg % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	447,595	520,611	459,983	73,016	16.31 %	60,628	13.18 %
2	Terminal rent	984,870	986,029	984,870	1,159	0.12 %	1,159	0.12 %
3	Other (boarding bridge)	93,460	104,593	95,612	11,133	11.91 %	8,981	9.39 %
	<i>Total Passenger airline revenue</i>	<i>1,525,925</i>	<i>1,611,233</i>	<i>1,540,465</i>	<i>85,308</i>	<i>5.59 %</i>	<i>70,768</i>	<i>4.59 %</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	73,043	84,277	160,737	11,234	15.38 %	(76,460)	(47.57) %
5	Cargo and hangar rentals	44,182	44,500	43,468	318	0.72 %	1,032	2.37 %
6	Fuel tax & flowage fees	550,715	635,330	637,182	84,615	15.36 %	(1,852)	(0.29) %
7	Other (ramp parking, rapid refuel)	3,700	7,920	4,770	4,220	114.05 %	3,150	66.04 %
	<i>Total Non-passenger airline revenue</i>	<i>671,640</i>	<i>772,027</i>	<i>846,157</i>	<i>100,387</i>	<i>14.95 %</i>	<i>(74,130)</i>	<i>(8.76) %</i>
	<i>Total Aeronautical revenue</i>	<i>2,197,565</i>	<i>2,383,260</i>	<i>2,386,622</i>	<i>185,695</i>	<i>8.45 %</i>	<i>(3,362)</i>	<i>(0.14) %</i>
Non-aeronautical revenue								
8	Land and building leases	500,265	491,935	496,770	(8,330)	(1.67) %	(4,835)	(0.97) %
9	Terminal - restaurant & retail	104,690	139,332	112,942	34,642	33.09 %	26,390	23.37 %
10	Terminal - other	158,570	150,412	169,176	(8,158)	(5.14) %	(18,764)	(11.09) %
11	Rental cars	1,019,891	1,116,411	1,064,312	96,520	9.46 %	52,099	4.90 %
12	Parking and ground transportation	1,185,472	1,338,901	1,140,221	153,429	12.94 %	198,680	17.42 %
13	Other (security fee, overtime fee, etc)	61,551	80,084	61,956	18,533	30.11 %	18,128	29.26 %
	<i>Total Non-aeronautical revenue</i>	<i>3,030,439</i>	<i>3,317,075</i>	<i>3,045,377</i>	<i>286,636</i>	<i>9.46 %</i>	<i>271,698</i>	<i>8.92 %</i>
	Total Operating Revenues	5,228,004	5,700,335	5,431,999	472,331	9.03 %	268,336	4.94 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		10/31/2019	10/31/2019	10/31/2019				
		Budget	Actual	PY Actual	Budg \$ Var	Budg % Var	PY \$ Var	PY % Var
Operating expenses								
14	Personnel compensation and benefits	2,069,032	1,969,353	1,765,263	(99,679)	(4.82) %	204,090	11.56 %
15	Communications and utilities	281,220	259,894	247,999	(21,326)	(7.58) %	11,895	4.80 %
16	Supplies and materials	434,899	432,689	375,322	(2,210)	(0.51) %	57,367	15.28 %
17	Contract services	542,960	493,647	458,745	(49,313)	(9.08) %	34,902	7.61 %
18	Repairs & maintenance	297,970	309,508	254,288	11,538	3.87 %	55,220	21.72 %
19	Insurance	76,965	91,634	77,878	14,669	19.06 %	13,756	17.66 %
20	Other (travel, marketing, air service, etc)	179,095	200,023	198,278	20,928	11.69 %	1,745	0.88 %
<i>Total Operating expenses</i>		3,882,141	3,756,748	3,377,773	(125,393)	(3.23) %	378,975	11.22 %
Non-operating revenue (expenses)								
21	Passenger facility charges	738,500	886,547	761,385	148,047	20.05 %	125,162	16.44 %
22	Interest income	52,400	203,652	155,930	151,252	288.65 %	47,722	30.60 %
23	Interest expense	(677,152)	(677,156)	(702,381)	(4)	0.00 %	25,225	(3.59) %
24	Customer facility charges	617,300	646,528	591,356	29,228	4.73 %	55,172	9.33 %
25	Capital contributions	15,132,561	2,961,816	2,428,574	(12,170,745)	(80.43) %	533,242	21.96 %
25	Capital expenditures	(20,545,735)	(8,106,125)	(5,989,859)	12,439,610	(60.55) %	(2,116,266)	35.33 %
26	Debt principal payments	(229,673)	(229,674)	(335,604)	(1)	0.00 %	105,930	(31.56) %
<i>Total Non-operating revenue (expenses)</i>		(4,911,799)	(4,314,412)	(3,090,599)	597,387	(12.16) %	(1,223,813)	39.60 %
Excess of revenue over (under) expense		(3,565,936)	(2,370,825)	(1,036,373)	1,195,111	(33.51) %	(1,334,452)	128.76 %

Variance Explanations - 10/31/19 Year to Date Preliminary Financial Statements

Variance explanations below are provided for those categories that had variances to budget or prior year actual of greater than \$50,000 YTD through October 2019. The threshold was increased to \$50,000 because this is approximately 1% of budgeted revenue through October 31.

Operating Revenues:

- 1 **Passenger Landing Fees** - Passenger landing fees are 16% above budget and 13% above the prior year actual revenue due to the increase in commercial landings YTD through October 2019 compared to October 2018. The number of commercial landings have increased 6% from 2018 to 2019, but total landing United continues to have the largest increase, with 132 more landings YTD through October 2019 compared to YTD October 2018, a 10.4% increase.
- 4 **Non-Passenger Landing Fees** - Non-passenger landing fees are below the prior year actual revenue due to the change in flight schedules for Fed Ex and the decreased revenue related to the fire mitigation efforts staged from GJT. In the first part of 2018, Fed Ex had 2 regular flights, while they only have one in 2019. This was anticipated and budgeted for, therefore the YTD revenue through October 2019 meets expectations.
- 6 **Fuel Tax and Flowage Fees** - Fuel tax and flowage fees are comparable to the prior year, but exceeding budgeted expectations. This is due to the increase in commercial traffic which results in additional fuel tax and flowage fees that are passed on to the Authority. The 2019 budget was conservative and budgeted less fuel tax revenue than the actual 2018 amount because 2018 had additional flowage fees from the fire activities that were not expected in 2019.
- 11 **Rental Cars** - Rental Car Revenue exceeded budget and prior year revenue year to date through October 2019 as a result of the higher than expected passenger traffic.
- 12 **Parking and Ground Transportation** - Parking and GT Revenue exceeded budget and prior year revenue year to date through October 2019 due to higher than expected passenger traffic. In addition to the increase in parking transactions, the average length of stay has also increased year over year.

Operating Expenses:

- 14 **Personnel Compensation & Benefits** – The variance from PY is a direct reflection of the budgeted increase in staff compensation and benefits. The variance to budget reflects some vacant positions in addition to overly conservative budgeting related to health insurance and workers compensation insurance.
- 16 **Supplies & Materials** – Supplies & Materials costs were budgeted to increase over prior year and are in-line with our budgeted expectations. Some costs, like unleaded fuel purchases are running above budget due to the additional passenger traffic, but in total we are still on-track for the year.
- 18 **Repairs & Maintenance** – Repairs and Maintenance activities were higher in 2019 than 2018 which was expected and budgeted for. This category will fluctuate month to month due to the unexpected nature of repairs and maintenance activity. Year to date we are still within 10% of our budget, and only over \$11,500.

Non-Operating Revenues and Expenses:

- 21 **PFC Revenue** – PFC revenue exceeded prior year actual and current year budget due to increased activity. We are seeing an increase in capacity and total enplaned passengers that we expect to continue throughout the year.
- 22 **Interest Income** - Interest income was budgeted conservatively and assumed that the bond funds would be spent down by now, however, we still have a strong cash balance and have only drawn down approximately \$4.5M which was initiated in August, therefore interest income exceeded expectations YTD.
- 24 **CFC Revenue** – CFC revenue exceeded prior year actual and current year budget due to increased activity. We are seeing an increase in capacity and total enplaned passengers that we expect to continue throughout the year. CFC charges should, and do, have a positive correlation to rental car revenues.
- 25 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable. We had anticipated a number of costs to be incurred in the first quarter related to 2018 projects that rolled into 2019, and when the budget was completed, we anticipated an earlier start on the terminal renovation project. We are in the process of closing out grants for projects that were started in prior years and the 2019 projects are underway. We are preparing a summary of all 2019 projects to show a budget to actual by project to be presented with year end financial statements.
- 26 **Debt Principle Payments** – The variance from prior year in debt principle payments is due to the pay-off of the SIB loan in 2019.

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

		Month Ending 10/31/2019	Month Ending 09/30/2019	Variance
Assets				
	Current Assets			
	Cash and Cash Equivalents - Unrestricted	\$ 6,933,473	\$ 6,774,744	\$ 158,730
	Cash and Cash Equivalents - Restricted	3,203,764	3,016,897	186,868
1	<i>Total Cash and Cash Equivalents</i>	<u>10,137,238</u>	<u>9,791,640</u>	<u>345,597</u>
	Accounts Receivable			
	Accounts Receivable - Ops	857,256	782,090	75,166
	Accounts Receivable - Capital	2,786,746	1,997,232	789,514
2	<i>Total Accounts Receivable, Net</i>	<u>3,644,002</u>	<u>2,779,322</u>	<u>864,680</u>
3	Prepaid Expenses	83,678	99,929	(16,251)
	<i>Total Current Assets</i>	<u>13,864,918</u>	<u>12,670,891</u>	<u>1,194,027</u>
Non-Current Assets				
	Capital Assets			
	Capital Assets not subject to depreciation	19,543,446	19,543,446	-
	Capital Assets subject to depreciation, net	46,247,732	46,608,338	(360,606)
4	<i>Total Capital Assets, Net</i>	<u>65,791,178</u>	<u>66,151,784</u>	<u>(360,606)</u>
5	Bond Project Fund	4,881,230	4,873,176	8,054
	<i>Total Non-Current Assets</i>	<u>70,672,408</u>	<u>71,024,960</u>	<u>(352,552)</u>
	Total Assets	<u>84,537,326</u>	<u>83,695,851</u>	<u>841,475</u>
6	Deferred Outflows of Resources - Pension Plan	<u>413,509</u>	<u>413,509</u>	<u>-</u>
Liabilities				
	Current Liabilities			
7	Accounts Payable - Ops	228,992	115,651	113,341
7	Accounts Payable - Capital	1,762,485	997,190	765,295
8	Accrued Expenses	196,104	197,215	(1,111)
9	Lease Deposits	164,576	164,576	-
10	Deferred Revenue	14,230	16,319	(2,089)
11	Current portion of note and bonds payable	1,224,728	1,157,213	67,515
	<i>Total Current Liabilities</i>	<u>3,591,116</u>	<u>2,648,165</u>	<u>942,951</u>
	Long Term Liabilities			
	Bond Payable	19,073,896	19,073,896	-
	Deferred Revenue	444,933	444,933	-
	Net Pension and OPEB Liability	2,775,984	2,775,984	-
12	<i>Total Long Term Liabilities</i>	<u>22,294,813</u>	<u>22,294,813</u>	<u>-</u>
	<i>Total Liabilities</i>	<u>25,885,929</u>	<u>24,942,978</u>	<u>942,951</u>
13	Deferred Inflows of Resources - Pension Plan	<u>518,872</u>	<u>518,872</u>	<u>-</u>
	Total Net Position	<u>\$ 58,546,035</u>	<u>\$ 58,647,510</u>	<u>\$ (101,476)</u>

Variance Explanations - 10/31/19 Statement of Financial Position

Assets: Total Assets increased by approximately \$840k From September 2019 to October 2019. This was mostly due to the increase in capital accounts receivable as we recognize the reimbursement receivable from the FAA for project costs incurred.

- 1 **Cash** – The increase in cash is due to the timing of payments and increases in operating activity.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately \$75k in October due to the higher activity levels in October and the timing of regular receipts and billings. Capital receivables increased \$790k which is a direct correlation to the increase in capital accounts payable. As the fence project progresses and we incur costs for that project, we also recognize our grant revenue and the receivable from the FAA. Additionally, we continue to carry approximately \$1.5M of receivables awaiting the final close-out process and acceptance by the FAA.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. We may look to change this practice going forward, but we are still working on making other improvements to the financial reporting and closing process first. 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, 2018.
- 5 **Escrows and Reserves** – The Escrow and reserve balance represents unused bond funds. The change in balance in September represents interest income as no draws were taken.

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. Due to the timing of when the pension liability is estimated and reported on by PERA and the timing of when each local government entity must present financial statements, there is a one year lag in the calculation of the pension liability. We are therefore reporting our estimated liability based on information calculated as of December 31, 2017 for reporting in our 2018 financial statements. The deferred outflows of resources essentially represents decreases in the net pension liability related to 2018 activity that will not be recognized in the Pension liability until 2019. These amounts will not change until next year's liability is calculated.

Liabilities: Total Liabilities increased \$943k from September 2019 to October 2019. This was due to the increases in operating and capital accounts payable.

- 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. In October, we incurred over \$900 in capital expenses which caused the increase in this account. Accounts payable and receivable should have a positive correlation in periods when we are working primarily on AIP projects where the majority of the cost is funded by the FAA.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately 140,000) 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 note and bonds payable** – This balance represents principal and interest due on the outstanding revenue bonds. The change from month to month is the accrued interest payable associated with the current month.
- 12 **Long-Term Liabilities** – The bond payable balance will only change as principle payments are made twice per year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for years after 2019.

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.