

Grand Junction Regional Airport Authority**Date: March 10, 2026****Location:**

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

or

Electronic Meeting

Link: <https://us02web.zoom.us/j/86199120424>

Time: 11:30 AM

REGULAR MEETING AGENDA

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

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

VI. Consent Agenda

- A. [February 17, 2026 Meeting Minutes](#) 1

- Approve the February 17, 2026 Board Meeting Minutes.

March 10, 2026

B. [Sixth Addendum to the Parking Lot Operating Agreement](#) 2

- Approve the sixth addendum to the Parking Lot Operating Agreement with Republic Parking to extend the existing contract term for an additional three (3) months, expiring on June 30, 2026, and authorize the Chief Executive Officer to sign the addendum.

VII. Action

A. [Resolution No. 2026-02 to Approve Rates and Charges](#) 3

- Adopt Resolution No. 2026-02: Amending Rates and Charges, effective April 1, 2026 to reflect changes in lease rates based on contractual CPI adjustments.

B. [Resolution No. 2026-03 to Accept the CDOT Internship Grant](#) 4

- Adopt resolution no. 2026-003 to accept the grant from the Colorado Division of Aeronautics for internship positions at the Airport and authorize the Chief Executive Officer to sign the related agreements.

C. [Resolution No. 2026-004: Colorado State Infrastructure Bank Application](#) 5

- Adopt resolution No. 2026-004 directing the Chief Executive Officer to complete and submit an application for a Colorado State Infrastructure Bank Loan in an amount not to exceed \$5,500,000.

VIII. Staff Reports

A. CEO Report (Angela Padalecki)

B. [Finance Report \(Sarah Menge\)](#) 6

C. Project Report (Colin Bible)

D. Operations Report (Dylan Heberlein)

IX. Any other business which may come before the Board

X. Adjournment

Grand Junction Regional Airport Authority Board
Regular Board Meeting
 Meeting Minutes
 February 17, 2026

REGULAR BOARD MEETING

I. Call to Order

Ms. Linde Marshall, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on February 17, 2026 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

<p><u>Commissioners Present:</u> Linde Marshall (Chair) Chris West (Vice Chairman) Dan Meyer Lee Kleinman Cody Davis Cody Kennedy Quint Shear</p> <p><u>Airport Staff:</u> Angela Padalecki (CEO) Dan Reimer (Counsel) Victoria Hightower (Clerk) Sarah Menge Jennifer Kroeker Ben Peck Dylan Heberlein Cameron Reece Shawn Stratton Jimmy Ruiz Travis Portenier</p>	<p><u>Guests:</u> Jeremy Lee, Mead & Hunt Brad Rolf, Mead & Hunt Kalen McCain, Daily Sentinel Kevin Imbriaco, SkyWest Airlines Andrew Gingerich, Grand Valley Transit/RTPO Rebekah Wagoner, Gensler KREX</p>
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II. Pledge of Allegiance

III. Approval of Agenda

Commissioner Davis made a motion to approve the January 20, 2026 Board Agenda. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Commissioner Kennedy commented that there is interest in bringing the Air Races here to Grand Junction. He will be bringing more information about it at a later date.

Chair Linde recognized Kevin Imbriaco and his team at SkyWest Airline for leading the way in performance and operational excellence. Their dedication and focus earned them a place among the Top 10 stations in December and secured the #1 spot as Delta Airlines' 2025 small station of the year.

V. Citizen Comments

Andrew Gingerich with Grand Valley Transit commented that they are exploring an option to provide prearranged drop-offs and pick-ups directly in front of the terminal to help address concerns about the bus stop being relocated farther from the airport entrance.

VI. Consent Agenda

A. January 20, 2026 Meeting Minutes

- Approve the January 20, 2026 Board Meeting Minutes.

B. 2025 Audit Engagement Letter Approval

- Approve the audit engagement letter with Plante Moran for the 2025 audits.

C. Gensler Work Authorization for Design and Construction Administration Services for the Terminal Amenity Project

- Approve Gensler Work Authorization No. 012 for the design, construction documentation, bidding/permitting, and construction administration related to the planned 'Terminal Amenities' project and authorize the CEO to sign the agreement.

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Commissioner West made a motion to approve the Consent Agenda as amended. Commissioner Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

VII. Action

A. Gensler Work Authorization for Air Traffic Control Tower (ATCT) Project – Construction Administration

- Approve Gensler Work Authorization No. 011.3 for construction administration related to the ATCT Roof and Mechanical Replacement Project and authorize the CEO to sign the agreement.

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Commissioner Kleinman made a motion to approve Gensler Work Authorization No. 011.3 for construction administration related to the ATCT Roof and Mechanical Replacement Project and

authorize the CEO to sign the agreement. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries. The motion carries.

VIII. Discussion

A. Landside Planning Update

IX. Staff Reports

A. CEO Report (Angela Padalecki)

B. Legal Update (Dan Reimer)

C. Finance Report (Sarah Menge)

D. Facilities Report (Ben Peck)

C. Operations Report (Dylan Heberlein)

X. Any other business which may come before the Board

XI. Executive Session

Commissioner Kennedy made a motion to move into Executive Session for the purpose of discussing specialized details of security arrangements and receiving legal advice on specific legal questions, as authorized by Colorado Revised Statute Section 24-6-402(4)(d) and 402(4)(b), including the provision of law enforcement support to the Airport. Commissioner West seconded the motion. Voice Vote: All Ayes; motion carries.

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

XII. Adjournment

Commissioner Davis made a motion to adjourn the meeting. Commissioner West seconded the motion. Voice Vote: All Ayes. Motion carries

The meeting adjourned at approximately 1:30p.m.

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

Linde Marshall, Board Chairman

ATTEST:

Victoria Hightower, Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Sixth Addendum to the Parking Lot Operating Agreement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the sixth addendum to the Parking Lot Operating Agreement with Republic Parking to extend the existing contract term for an additional three (3) months, expiring on June 30, 2026, and authorize the Chief Executive Officer to sign the addendum.
SUMMARY:	<p>Republic Parking Systems, LLC has provided parking lot management and operating services at the Airport since April 2001. The current lease expires March 31, 2026 with no remaining extension terms.</p> <p>Staff are in the process of conducting a public request for proposal for a new contract, however, the current expiration date of March 31, 2026 would have required the solicitation to be held over the holidays. By extending the existing contract terms and expiration date by three months to June 30, 2026, this will allow time to complete the solicitation and implement a new parking contract that no longer positions future procurements over the holidays.</p>
REVIEWED BY:	CEO and Legal Counsel
FISCAL IMPACT:	N/A - No change to the financial terms of the existing Agreement
ATTACHMENTS:	Sixth Addendum to Parking Lot Operating Agreement
STAFF CONTACT:	Sarah Menge 970-248-8584 smenge@gairport.com

SIXTH ADDENDUM TO PARKING LOT OPERATING AGREEMENT

This Sixth Addendum to the Parking Lot Operating Agreement (hereinafter referred to as "Sixth Addendum") between **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** (hereinafter referred to as "GJRAA"), a body corporate and politic and constituting a subdivision of the State of Colorado, and **REPUBLIC PARKING SYSTEMS, LLC**, a privately held corporation (hereinafter referred to as "Operator"), will become effective March 10, 2026.

WHEREAS, the GJRAA and the Operator entered into a Parking Lot Operating Agreement (hereinafter referred to as "Agreement") commencing on April 1, 2001, whereby Operator agreed to operate the Grand Junction Regional Airport terminal building public parking areas pursuant to a competitive bid process;

WHEREAS, the Parties amended the Agreement five times (in 2005, 2006, 2011, 2016, and 2021), to extend the term in exchange for Operator's further commitments and for other purposes;

WHEREAS, the GJRAA plans to initiate a competitive solicitation for parking management services but will not likely make an award prior to the current expiration of the Agreement on March 31, 2026; and

WHEREAS, the GJRAA has requested and the Operator has agreed to continue to provide parking management services under the Agreement for an additional three months.

NOW THEREFORE, the GJRAA and the Operator agree as follows:

- 1. The term of the Agreement will be extended for three (3) months, commencing at 12:00 midnight, April 1, 2026, and terminating at 11:59 p.m., June 30, 2026.

Except as specifically modified or supplemented by this Sixth Addendum, the terms and provisions of the Agreement, as amended, shall continue to be in full force and effect.

Done and entered into and effective on the date first above written.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By: _____
Its:

Date:

By: _____
Its:

Date:

REPUBLIC PARKING SYSTEM, LLC (OPERATOR)

By: _____
Its:

Date:

By: _____
Its:

Date:

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2026-02 to Approve Rates and Charges
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2026-02: Amending Rates and Charges, effective April 1, 2026 to reflect changes in lease rates based on contractual CPI adjustments.
SUMMARY:	<p>The proposed changes to the Rates and Charges Resolution are to update Section V. Leases of Airport Property to reflect annual CPI adjustments effective April 1, 2026 in accordance with airport lease agreements. The proposed updates include:</p> <ol style="list-style-type: none">1) Rental Car Service Area - Rates will increase by 2.7% in accordance with the Consumer Price Index (CPI) adjustment provisions contained in the rental car agreements. This adjustment is consistent with current contract terms and is expected to generate approximately \$1,900 in additional annual revenue.2) Airside Leases – New airside leases consistent with the standard aeronautical lease agreement will be set at a rate equal to the maximum price per square foot charged to current lessees. This is adjusted annually based on CPI adjustments since the existing aeronautical leases have CPI adjustments contractually required. The new maximum airside lease rate will be adjusted by 5.58% to align with the current highest rate per square foot charged to existing lessees - \$0.28.
REVIEWED BY:	CEO and Legal Counsel
FISCAL IMPACT:	Rent increases are included in 2026 budget
ATTACHMENTS:	<ol style="list-style-type: none">1. Resolution No. 2026-02: Establishing Rates and Charges – Redline2. Resolution No. 2026-02: Establishing Rates and Charges – Clean Version
STAFF CONTACT:	Sarah Menge Office: 970-248-8584 smenge@gairport.com

RESOLUTION NO. 2026-02
RESOLUTION OF THE BOARD OF COMMISSIONERS
ESTABLISHING RATES AND CHARGES FOR
GRAND JUNCTION REGIONAL AIRPORT

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(h)), authorizes GJRAA to “exact and require charges, fees, and rentals, together with a lien to enforce the payment”; and

WHEREAS, federal law (49 U.S.C. § 40116(e)(2)), recognizes the right of an airport proprietor to impose “reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities”; and

WHEREAS, federal law (49 U.S.C. § 47107(a)(13)) and GJRAA’s contractual commitments to the federal government require that GJRAA “maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the airport, including the volume of traffic and economy of collection”; and

WHEREAS, the federal government does not set the level of fees charged at airports (49 U.S.C. § 47129(a)(3)), but is authorized to adjudicate disputes as to whether a fee is reasonable and not unjustly discriminatory; and

WHEREAS, the attached schedule of rates and charges is designed and intended to (i) compensate GJRAA for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible; (iii) capture a percentage of revenues by businesses and entities accessing the Airport for commercial purposes; and (iv) make the Airport competitive and attractive to aeronautical and non-aeronautical users, as compared to airports of comparable size and traffic.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board adopts the attached schedule of rates and charges, effective as of April 1, 2026.
2. The attached schedule of rates and charges shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers, General Aviation, Aircraft Ground Service Providers, Ground Transportation Operators (including Transportation Network Companies), Rental Car Concessionaires, Peer-to-Peer Car Sharing Operators, Fuel Providers, and other users of Airport facilities, supplies and services.
3. The attached schedule of rates and charges shall be implemented and imposed upon the above-described categories of Airport tenants and users as follows:
 - a. The applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts and other agreements entered into after the effective date hereof.

- b. The applicable rates and charges shall apply in the case of any existing lease, license, permit, contract or other agreement that explicitly requires the Airport tenant or user to pay rates and charges as prescribed by the Board.
 - c. The applicable rates and charges shall apply to any user of the Airport or Airport services conducting an activity covered by the schedule of rates and charges that does not operate pursuant to a lease, license, permit, contract or other agreement with GJRAA.
4. The terms of this Resolution and the attached schedule of rates and charges shall not apply in a manner that would present an irreconcilable conflict with the express terms of a lease, license, permit, contract or other agreement between GJRAA and an Airport tenant or user.
 5. The attached schedule of rates and charges is not intended to be exclusive or exhaustive. The Board reserves the right to charge for items not covered by the attached schedule of rates and charges, including recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.
 6. The attached schedule of rates and charges shall continue in effect unless and until superseded by a further amendment adopted by the Board. It is the Board's intent to review the attached schedule of rates and charges on no less than an annual basis.
 7. This resolution shall supersede all previous schedules of rates and charges promulgated by the Board.

PASSED AND ADOPTED this 10th day of March, 2026.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

Chairman

ATTEST:

Clerk

**SCHEDULE OF RATES AND CHARGES
GRAND JUNCTION REGIONAL AIRPORT**

I. General Requirements

Consent

Airport tenants and users agree to be bound by this schedule of rates and charges by accessing the Airport, including for the conduct of commercial activities, or by seeking facilities, supplies or services from GJRAA. No express consent is required.

Deadline for Payment

Payment shall be due and payable with thirty (30) days of receipt of an invoice, bill or other notice of payment obligation, unless directed otherwise by GJRAA.

Payment of Rates and Charges

All payments due GJRAA shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Interest

GJRAA reserves the right to charge interest on any rates and charges owed but not paid when due 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.

Inspection of Books and Records

GJRAA reserves the right to seek inspection of books and records for the limited purpose of establishing proper calculation and payment of rates and charges imposed hereunder.

Remedies for Nonpayment

GJRAA reserves the right to seek recovery of all rates and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. GJRAA may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft	\$3.04/1,000 lbs.
Commercial Non-Signatory Aircraft	\$3.80/1,000 lbs.
Unscheduled Non-Signatory Aircraft*	\$7.60/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- * Unscheduled Non-Signatory Aircraft shall include air carriers operating at the Airport where the flight was not scheduled at least seven days in advance of the operation.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- A one-half (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.

Joint Use Space Fees

Signatory Airlines shall pay for Joint Use Space, including the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building based their pro rata share of the 27,479 total square feet at a cost of \$59.13 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Signatory Airlines that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$59.13 per square foot per year.

Other Fees

- **Loading Bridge** - \$14.50 fee 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”.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

Non-Signatory Airlines

When not otherwise specified herein, the rate charged to Non-Signatory Airlines shall be 120% of the rate prescribed herein for Signatory Airlines.

B. Reports/Billing

On or before the 10th of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport administration offices such reports of the preceding month’s activities as GJRAA may request to enable GJRAA to compute the rates (also referred to, in some cases, as fees 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 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 10th of each month may be subject to a \$100 per day late fee.**

III. Ground Transportation Operators

Ground Transportation Operators shall include all shuttles, courtesy vehicles, limousines/sedans, taxis, transportation network companies, sightseeing tours, and buses (excluding mass transit buses operated by, or under contract with, a public entity).

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 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid quarterly 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, provided that the hotel/motel operator only shall be required to pay GJRAA the percentage of monthly gross revenues associated with parking by Airport passengers. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Compliance

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

B. Miscellaneous Provisions Applicable to Ground Transportation Operators

No Diversion of Passengers

Ground Transportation Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator shall not instruct a customer to walk or utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer at a hotel/motel off of Airport property to avoid paying fees.

Signage

Ground Transportation Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation, which includes, in the case of commercial limousines/sedans/SUVs, a stamp or sticker issued by the Colorado Public Utilities Commission.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel providers and self-fuelers shall pay a fuel flowage fee to GJRAA on all fuel sold or dispensed at the Airport into general aviation, government and military aircraft. Unless specified in an airline use and lease agreement or airline operating agreement, commercial airlines operating out of the terminal building are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Type	Fuel Flowage Fee (Per Gallon)
Avgas	\$0.2017
Jet A	\$0.2017
Military	\$0.1800

Fuel providers and self-fuelers shall be deemed to owe a fuel flowage fee to GJRAA on the date the fuel is delivered or dispensed into an aircraft. Fuel providers and self-fuelers shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which fuel is dispensed into an aircraft.

B. ARFF Standby Services for “Rapid Refueling” Operations

Fuel Providers shall pay GJRAA one hundred fifty dollars (\$150.00) 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 Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon.

V. **Leases of Airport Property**

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space and not operating under a current operating agreement will pay \$59.13 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees. For the period 4/1/2026 – 3/31/27, the price is \$0.28 per square foot annually. For the current rate contact the Authority.

Rental Car Service Area

4/1/26 – 3/31/27
Cost per sq. ft. per month

Ground	\$0.0206
Building	\$0.53

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

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

Initial Issue.....\$110.00

Renewal.....\$75.00

AOA Badges:

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

Initial Issue.....\$55.00

Renewal.....\$45.00

Change from AOA Badge to SIDA Badge

Initial Issue.....\$110.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$250.00

Lost badge - 1st replacement \$50.00

Lost badge - 2nd replacement \$100.00

Lost badge - 3rd replacement..... \$300.00

Keys

Initial Issue.....\$15.00

Replacement- If broken.....\$15.00

Replacement- If lost or stolen \$100.00 and up to 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 – Curbside	\$90	\$175
Parking Violation – Designated Short-term Parking (per day)	\$20	\$30
Parking Violation – Permit Parking (per day)	\$35	\$55
Handicap Parking Violation (per day)	\$90	\$175

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:

120 minutes or less	FREE
More than 120 minutes	\$2.00 each additional 20 minutes
Daily maximum	\$14.00

D. Internet and Phone Service:

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

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$115
Level 2	\$85
Level 3	\$55

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

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

G. Colorado Open Records Act (CORA) Requests

CORA requests are subject to a research-and-retrieval fee at the maximum rate permissible under Colorado Revised Statute Section 24-72-205(6) and a per-page copy fee at the maximum rate permissible under CRS § 24-72-205(5), provided that both such fees shall be published on the Airport website. As of the effective date, the research-and-retrieval fee is \$33.58 per hour (after the first hour, which is free) and the copy fee is \$.25 per page. Full or partial payment may be required prior to release of public records.

H. Credit Card Payment Convenience Fee

Payments made to the Authority via credit card will be assessed a 4% convenience fee.

I. Lease Transfer Fee

A fee of \$275 will be charged to cover administrative and legal fees associated with the execution of a lease transfer.

J. Rental Car Facility Use Fee

A fee of \$4.00 per transaction day shall be imposed upon rental car customers picking up motor vehicles at the Airport, to be collected, held in trust and remitted to GJRAA by rental car companies in accordance with the terms of each rental car concession agreement.

RESOLUTION NO. 2026-02
RESOLUTION OF THE BOARD OF COMMISSIONERS
ESTABLISHING RATES AND CHARGES FOR
GRAND JUNCTION REGIONAL AIRPORT

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(h)), authorizes GJRAA to “exact and require charges, fees, and rentals, together with a lien to enforce the payment”; and

WHEREAS, federal law (49 U.S.C. § 40116(e)(2)), recognizes the right of an airport proprietor to impose “reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities”; and

WHEREAS, federal law (49 U.S.C. § 47107(a)(13)) and GJRAA’s contractual commitments to the federal government require that GJRAA “maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the airport, including the volume of traffic and economy of collection”; and

WHEREAS, the federal government does not set the level of fees charged at airports (49 U.S.C. § 47129(a)(3)), but is authorized to adjudicate disputes as to whether a fee is reasonable and not unjustly discriminatory; and

WHEREAS, the attached schedule of rates and charges is designed and intended to (i) compensate GJRAA for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible; (iii) capture a percentage of revenues by businesses and entities accessing the Airport for commercial purposes; and (iv) make the Airport competitive and attractive to aeronautical and non-aeronautical users, as compared to airports of comparable size and traffic.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board adopts the attached schedule of rates and charges, effective as of April 1, 2026.
2. The attached schedule of rates and charges shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers, General Aviation, Aircraft Ground Service Providers, Ground Transportation Operators (including Transportation Network Companies), Rental Car Concessionaires, Peer-to-Peer Car Sharing Operators, Fuel Providers, and other users of Airport facilities, supplies and services.
3. The attached schedule of rates and charges shall be implemented and imposed upon the above-described categories of Airport tenants and users as follows:
 - a. The applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts and other agreements entered into after the effective date hereof.

- b. The applicable rates and charges shall apply in the case of any existing lease, license, permit, contract or other agreement that explicitly requires the Airport tenant or user to pay rates and charges as prescribed by the Board.
 - c. The applicable rates and charges shall apply to any user of the Airport or Airport services conducting an activity covered by the schedule of rates and charges that does not operate pursuant to a lease, license, permit, contract or other agreement with GJRAA.
4. The terms of this Resolution and the attached schedule of rates and charges shall not apply in a manner that would present an irreconcilable conflict with the express terms of a lease, license, permit, contract or other agreement between GJRAA and an Airport tenant or user.
 5. The attached schedule of rates and charges is not intended to be exclusive or exhaustive. The Board reserves the right to charge for items not covered by the attached schedule of rates and charges, including recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.
 6. The attached schedule of rates and charges shall continue in effect unless and until superseded by a further amendment adopted by the Board. It is the Board's intent to review the attached schedule of rates and charges on no less than an annual basis.
 7. This resolution shall supersede all previous schedules of rates and charges promulgated by the Board.

PASSED AND ADOPTED this 10th day of March, 2026.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

Chairman

ATTEST:

Clerk

**SCHEDULE OF RATES AND CHARGES
GRAND JUNCTION REGIONAL AIRPORT**

I. General Requirements

Consent

Airport tenants and users agree to be bound by this schedule of rates and charges by accessing the Airport, including for the conduct of commercial activities, or by seeking facilities, supplies or services from GJRAA. No express consent is required.

Deadline for Payment

Payment shall be due and payable with thirty (30) days of receipt of an invoice, bill or other notice of payment obligation, unless directed otherwise by GJRAA.

Payment of Rates and Charges

All payments due GJRAA shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Interest

GJRAA reserves the right to charge interest on any rates and charges owed but not paid when due 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.

Inspection of Books and Records

GJRAA reserves the right to seek inspection of books and records for the limited purpose of establishing proper calculation and payment of rates and charges imposed hereunder.

Remedies for Nonpayment

GJRAA reserves the right to seek recovery of all rates and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. GJRAA may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft	\$3.04/1,000 lbs.
Commercial Non-Signatory Aircraft	\$3.80/1,000 lbs.
Unscheduled Non-Signatory Aircraft*	\$7.60/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- * Unscheduled Non-Signatory Aircraft shall include air carriers operating at the Airport where the flight was not scheduled at least seven days in advance of the operation.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- A one-half (½) 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.

Joint Use Space Fees

Signatory Airlines shall pay for Joint Use Space, including the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building based their pro rata share of the 27,479 total square feet at a cost of \$59.13 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Signatory Airlines that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$59.13 per square foot per year.

Other Fees

- **Loading Bridge** - \$14.50 fee 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”.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

Non-Signatory Airlines

When not otherwise specified herein, the rate charged to Non-Signatory Airlines shall be 120% of the rate prescribed herein for Signatory Airlines.

B. Reports/Billing

On or before the 10th of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport administration offices such reports of the preceding month’s activities as GJRAA may request to enable GJRAA to compute the rates (also referred to, in some cases, as fees 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 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 10th of each month may be subject to a \$100 per day late fee.**

III. Ground Transportation Operators

Ground Transportation Operators shall include all shuttles, courtesy vehicles, limousines/sedans, taxis, transportation network companies, sightseeing tours, and buses (excluding mass transit buses operated by, or under contract with, a public entity).

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 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid quarterly 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, provided that the hotel/motel operator only shall be required to pay GJRAA the percentage of monthly gross revenues associated with parking by Airport passengers. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Compliance

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

B. Miscellaneous Provisions Applicable to Ground Transportation Operators

No Diversion of Passengers

Ground Transportation Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator shall not instruct a customer to walk or utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer at a hotel/motel off of Airport property to avoid paying fees.

Signage

Ground Transportation Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation, which includes, in the case of commercial limousines/sedans/SUVs, a stamp or sticker issued by the Colorado Public Utilities Commission.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel providers and self-fuelers shall pay a fuel flowage fee to GJRAA on all fuel sold or dispensed at the Airport into general aviation, government and military aircraft. Unless specified in an airline use and lease agreement or airline operating agreement, commercial airlines operating out of the terminal building are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Type	Fuel Flowage Fee (Per Gallon)
Avgas	\$0.2017
Jet A	\$0.2017
Military	\$0.1800

Fuel providers and self-fuelers shall be deemed to owe a fuel flowage fee to GJRAA on the date the fuel is delivered or dispensed into an aircraft. Fuel providers and self-fuelers shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which fuel is dispensed into an aircraft.

B. ARFF Standby Services for “Rapid Refueling” Operations

Fuel Providers shall pay GJRAA one hundred fifty dollars (\$150.00) 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 Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon.

V. Leases of Airport Property

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space and not operating under a current operating agreement will pay \$59.13 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees. For the period 4/1/2026 – 3/31/27, the price is \$0.28 per square foot annually. For the current rate contact the Authority.

Rental Car Service Area

<i>4/1/26 – 3/31/27</i>	
<i>Cost per sq. ft. per month</i>	
Ground	\$0.0206
Building	\$0.53

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

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

Initial Issue.....\$110.00

Renewal.....\$75.00

AOA Badges:

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

Initial Issue.....\$55.00

Renewal.....\$45.00

Change from AOA Badge to SIDA Badge

Initial Issue.....\$110.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$250.00

Lost badge - 1st replacement \$50.00

Lost badge - 2nd replacement \$100.00

Lost badge - 3rd replacement..... \$300.00

Keys

Initial Issue.....\$15.00

Replacement- If broken.....\$15.00

Replacement- If lost or stolen \$100.00 and up to 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 – Curbside	\$90	\$175
Parking Violation – Designated Short-term Parking (per day)	\$20	\$30
Parking Violation – Permit Parking (per day)	\$35	\$55
Handicap Parking Violation (per day)	\$90	\$175

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:

120 minutes or less	FREE
More than 120 minutes	\$2.00 each additional 20 minutes
Daily maximum	\$14.00

D. Internet and Phone Service:

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

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$115
Level 2	\$85
Level 3	\$55

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

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

G. Colorado Open Records Act (CORA) Requests

CORA requests are subject to a research-and-retrieval fee at the maximum rate permissible under Colorado Revised Statute Section 24-72-205(6) and a per-page copy fee at the maximum rate permissible under CRS § 24-72-205(5), provided that both such fees shall be published on the Airport website. As of the effective date, the research-and-retrieval fee is \$33.58 per hour (after the first hour, which is free) and the copy fee is \$.25 per page. Full or partial payment may be required prior to release of public records.

H. Credit Card Payment Convenience Fee

Payments made to the Authority via credit card will be assessed a 4% convenience fee.

I. Lease Transfer Fee

A fee of \$275 will be charged to cover administrative and legal fees associated with the execution of a lease transfer.

J. Rental Car Facility Use Fee

A fee of \$4.00 per transaction day shall be imposed upon rental car customers picking up motor vehicles at the Airport, to be collected, held in trust and remitted to GJRAA by rental car companies in accordance with the terms of each rental car concession agreement.

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2026-03 to Accept the CDOT Internship Grant
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt resolution no. 2026-003 to accept the grant from the Colorado Division of Aeronautics for internship positions at the Airport and authorize the Chief Executive Officer to sign the related agreements.
SUMMARY:	<p>Airport staff applied for a State Aviation Grant that will help fund the salaries of two full-time intern positions: one Airport Operations Intern and one Administration Intern. This grant will reimburse 50% of the gross hourly wage cost of both interns. The other 50%, plus employment taxes, will be funded by the Airport Authority. This internship program will be for a period of (1) one year and will provide up to two individuals the opportunity to work and learn through hands-on experience in Airport Operations or Administration at the Airport.</p> <p>The Airport has successfully utilized this program in the past, employing multiple interns in various departments. The State has expressed its excitement in the valuable Part 139 experience this offers to the candidates.</p> <p>A detailed internship program and work schedule have been developed to help guide the interns through their experience at the Airport. Staff will soon begin recruiting interns and plans to make job offers to successful applicants in May. The internship positions and grant revenues were included in the 2026 budget estimates.</p>
REVIEWED BY:	CEO and Legal Counsel
FISCAL IMPACT:	Total Gross Wage Cost – up to 2 full-time positions - \$74,880 State - \$37,440 Local - \$37,440
ATTACHMENTS:	1. Resolution 2026-003 2. Colorado Division of Aeronautics – Resolution and Grant Documents
STAFF CONTACT:	Sarah Menge smenge@gairport.com Office: 970-248-8584



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

FURTHER BE IT RESOLVED:

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

FURTHER:

The **Grand Junction Regional Airport Authority** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

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

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: Grand Junction Regional Airport Authority	AIRPORT: Grand Junction Regional Airport	IDENTIFIER: GJT
PROJECT DIRECTOR: Angela Padalecki		
MAILING ADDRESS: 2828 Walker Field Dr, Ste 301 Grand Junction, CO 81506	EMAIL ADDRESS:	apadalecki@gjairport.com
	PHONE NUMBER:	9702449100

GRANT NAME AND TERMS

26-GJT-I01	TERMS	
	Execution Date:	Expiration Date: June 30, 2027

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$37,440.00
Local Cash:	\$37,440.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$74,880.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
	Amount	Limit	Amount	Limit	Amount	Limit	
A. Operations Internship	\$18,720.00	Up to 50.00%	\$18,720.00	50.00%	\$0.00	0.00%	\$37,440.00
B. Administrative Internship	\$18,720.00	Up to 50.00%	\$18,720.00	50.00%	\$0.00	0.00%	\$37,440.00
TOTALS	\$37,440.00		\$37,440.00		\$0.00		\$74,880.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

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

II. DURATION

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

III. COMPLIANCE

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

IV. AIRPORT SPONSOR GRANT ASSURANCES

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

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

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

TABLE 1

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

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
 - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
 - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1a**.
- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
 - b. Unauthorized Modifications.** Except as described in **§2a**., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.
- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2**), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

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

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

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

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2026-004: Colorado State Infrastructure Bank Application		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt resolution No. 2026-004 directing the Chief Executive Officer to apply for a Colorado State Infrastructure Bank Loan in an amount not to exceed \$5,500,000.		
SUMMARY:	<p>Due to the significant increase in passenger traffic in recent years GJRAA has been working on expanding public parking lots and have been working with the airport planners on additional “landside” improvements needed.</p> <p>GJRAA successfully used SIB loan funds in 2023 (\$3,737,580) and 2025 (\$6,500,000) to fund the initial expansion of the terminal building public parking lot and employee parking. GJRAA Staff have coordinated with the CDOT Aeronautical staff to pursue an additional State Infrastructure Bank (SIB) loan opportunity in 2026 to help fund the remainder of the covered parking with solar, and other planned landside improvements including bus stop relocation and reconfiguration of the existing bus stop area, new parking revenue equipment purchase, design of the next phase of parking expansion, improved lighting and exterior wayfinding, additional landscaping around the new expanded parking lot and other major roadway and curbside maintenance estimated to cost \$5,500,000.</p> <p>The current interest rate on SIB loans is 3.5% with no other fees and a maximum term length of 10 years. Interest rates are fixed and are locked in at the rate at application. Annual payments are currently estimated to be \$661,328 and there is no prepayment penalty. Bond counsel has been consulted and confirmed the SIB loans are subordinate to the 2016 revenue bonds and do not create conflict. Staff have prepared financial forecasts and estimate that the debt service coverage ratio with all existing debt and new debt will remain above 1.50 over the term of all outstanding and proposed debt.</p> <p>Using SIB loan funding for this project enables GJRAA to maintain high levels of liquidity during the Runway Replacement project and preserve funds for terminal expansion. Furthermore, we earn substantial interest on our cash reserves held in COLOTRUST, with rates that are currently around 3.8%. If approved loan disbursement is anticipated around July 1, 2026.</p> <p>The Rules and Regulations for the Colorado SIB loan can be found here .</p>		
REVIEWED BY:	Chief Executive Officer & Legal Counsel		
FISCAL IMPACT:	\$5,500,000.00		
ATTACHMENTS:	N/A		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com (970) 248-8584		

RESOLUTION NO. 2026-04
RESOLUTION OF THE BOARD OF COMMISSIONERS
REGARDING SIB LOAN APPLICATION

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the State of Colorado, through the Colorado Department of Transportation (“CDOT”) and the Colorado Transportation Commission (“Commission”), provides loans to eligible project sponsors for qualified projects pursuant to the State Infrastructure Bank (“SIB”) Loan Program, authorized by Colorado Revised Statute (“CRS”) Section 43-1-113.5, and implementing regulations at 2 CCR 605-1; and

WHEREAS, GJRAA is an eligible project sponsor under the SIB Loan Program; and

WHEREAS, the Airport capital plan includes projects that are qualified projects under the SIB Loan Program, specifically expansion of and improvements to the landside parking lots and roadways (“Eligible Airport Projects”); and

WHEREAS, the Colorado Public Airport Authority Act authorizes the GJRAA to borrow money (CRS § 41-3-106(1)(e)) and to enter into contracts and agreements with the State of Colorado (CRS 41-3-106(1)(d)); and

WHEREAS, the Board has determined that it would be in GJRAA’s interests to apply for an SIB loan and that GJRAA can satisfy the terms of an SIB loan agreement.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board directs the Airport Chief Executive Officer to complete and submit an application for an SIB loan on the form prescribed by CDOT for the Eligible Airport Projects in an amount not to exceed \$5,500,000.
2. If the requested loan is approved by the Commission, the Board authorizes the Chair to sign a loan agreement with CDOT within the parameters of the application.

PASSED AND ADOPTED this 10th day of March 2026.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

ATTEST:

Clerk

Chairman



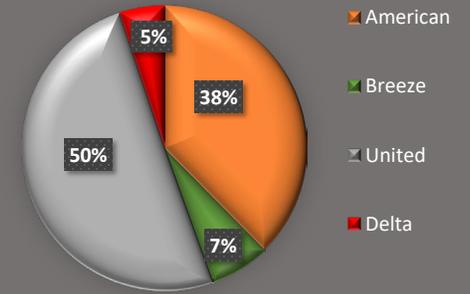
GRAND JUNCTION REGIONAL AIRPORT

January 2026
DATA & STATISTICS

Total Passenger Enplanements



2026 YTD Market Share



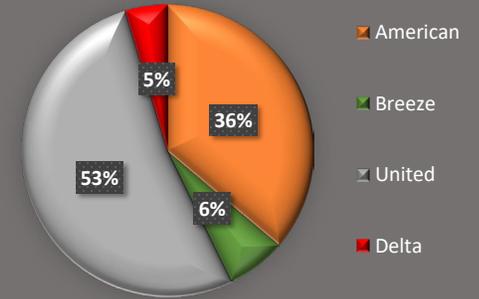
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	YTD % Change
JAN	0	8,607	1,563	11,521	1,163	0	22,854	↑ 5.0%
FEB							0	
MAR							0	
APR							0	
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	-	8,607	1,563	11,521	1,163	-	22,854	
Market Share		37.66%	6.84%	50.41%	5.09%	0.00%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total
JAN	200	8,128	616	11,111	1,721		21,776
FEB	0	6,878	641	11,113	1,712		20,344
MAR	0	7,486	799	12,752	1,893	59	22,989
APR	0	8,603	1,370	13,576	2,052	0	25,601
MAY	0	11,001	1,771	15,015	2,291	56	30,134
JUN	0	10,908	1,759	13,101	2,111	147	28,026
JUL	0	11,660	2,108	13,172	2,210	35	29,185
AUG	0	9,161	1,614	13,570	2,135		26,480
SEP	0	10,472	1,458	14,930	2,090		28,950
OCT	0	11,031	1,807	16,142	2,326	0	31,306
NOV	0	9,768	1,518	13,076	2,164	95	26,621
DEC	0	10,293	1,518	12,646	2,237	0	26,694
TOTAL	200	115,389	16,979	160,204	24,942	392	318,106
Market Share	0.06%	36.27%	5.34%	50.36%	7.84%	0.12%	100.00%

Total Passenger Deplanements



2026 YTD Market Share



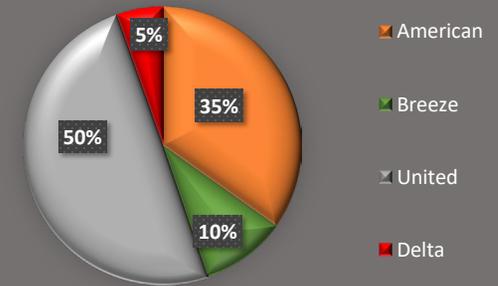
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	YTD % Change
JAN		7,873	1,434	11,447	1,013	503	22,270	↓ -0.4%
FEB							0	
MAR							0	
APR							0	
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	-	7,873	1,434	11,447	1,013	503	22,270	
Market Share	0.00%	35.35%	6.44%	51.40%	4.55%	2.26%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total
JAN	197	7,766	575	11,068	1,589	1,165	22,360
FEB	0	6,781	658	11,041	1,535	1,659	21,674
MAR	0	7,614	860	13,154	2,040	1,947	25,615
APR	0	8,539	1,259	13,470	2,035	462	25,765
MAY	0	11,051	1,344	14,748	2,116	251	29,510
JUN	0	11,009	1,872	12,818	2,235	1,385	29,319
JUL	0	10,852	1,741	12,816	2,109	956	28,474
AUG	0	9,104	1,634	13,545	2,079	529	26,891
SEP	0	10,157	1,462	14,780	2,141		28,540
OCT	0	10,396	1,611	15,751	2,219	0	29,977
NOV	0	9,375	1,575	12,528	2,183	158	25,819
DEC	0	10,547	1,481	13,167	2,112	405	27,712
TOTAL	197	113,191	16,072	158,886	24,393	8,917	321,656
Market Share	0.06%	35.19%	5.00%	49.40%	7.58%	2.77%	100.00%

Scheduled Capacity



2026 YTD Market Share



2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Total	YTD % Change
JAN			10,130	2,898	14,482	1,570	29,080 ↓ -0.6%
FEB							0
MAR							0
APR							0
MAY							0
JUN							0
JUL							0
AUG							0
SEP							0
OCT							0
NOV							0
DEC							0
TOTAL	-	10,130	2,898	14,482	1,570	29,080	
Market Share	0.00%	34.83%	9.97%	49.80%	5.40%	100.00%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Total
JAN	312	10,421	966	14,728	2,826	29,253
FEB	0	8,366	1,104	13,642	2,504	25,616
MAR	0	8,125	1,242	14,901	2,807	27,075
APR	0	10,845	1,932	15,453	2,742	30,972
MAY	0	12,614	2,484	15,926	2,746	33,770
JUN	0	12,495	2,484	14,182	2,690	31,851
JUL	0	12,712	2,484	14,614	2,700	32,510
AUG	0	10,606	2,484	15,322	2,646	31,058
SEP	0	11,681	2,208	16,522	2,650	33,061
OCT	0	12,308	2,484	17,846	2,798	35,436
NOV	0	12,204	2,484	15,015	2,620	32,323
DEC	0	12,443	2,484	15,418	2,830	33,175
TOTAL	312	134,820	24,840	183,569	32,559	376,100
Market Share	0.08%	35.85%	6.60%	48.81%	8.66%	100.00%

Load Factor

*Includes Scheduled Flights ONLY



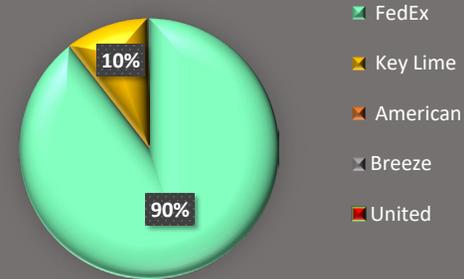
2026	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, LAS)	United (DEN)	Delta (SLC)	Total	YTD % Change
JAN	0%	85%	54%	80%	74%	79%	↑ 5.6%
FEB							
MAR							
APR							
MAY							
JUN							
JUL							
AUG							
SEP							
OCT							
NOV							
DEC							
TOTAL	0%	85%	54%	80%	74%	79%	

2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, LAS)	United (DEN)	Delta (SLC)	Total
JAN	64%	78%	64%	75%	61%	74%
FEB		82%	58%	81%	68%	79%
MAR		92%	64%	86%	67%	85%
APR		79%	71%	88%	75%	83%
MAY		87%	71%	94%	83%	89%
JUN		87%	71%	92%	78%	88%
JUL		92%	85%	90%	82%	90%
AUG		86%	65%	89%	81%	85%
SEP		90%	66%	90%	79%	88%
OCT		90%	73%	90%	83%	88%
NOV		80%	61%	87%	83%	82%
DEC		83%	61%	82%	79%	80%
TOTAL	64%	86%	68%	87%	77%	85%

2026 Enplaned and Deplaned Airfreight - Lbs

2026 YTD			
Enplaned Freight	263,074	↓	-21.67%
Deplaned Freight	405,284	↓	-7.91%
2025 YTD			
Enplaned Freight	335,860		
Deplaned Freight	440,112		

2026 Market Share



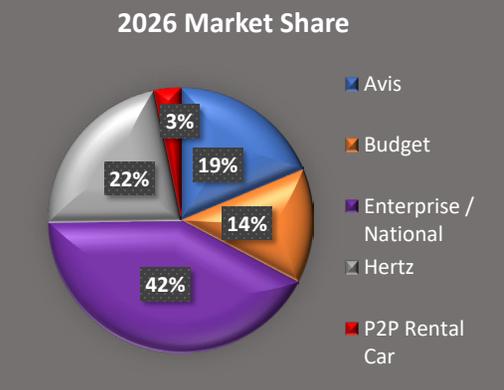
Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	YTD % Change
JAN	252,066	10,827	114		67	263,074	263,074	↓ -21.7%
FEB						-		
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	252,066	10,827	114	-	67	263,074	263,074	
Market Share	95.82%	4.12%	0.04%	0.00%	0.03%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	YTD % Change
JAN	346,167	57,541	1,325		251	405,284	405,284	↓ -7.9%
FEB						-		
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	346,167	57,541	1,325	-	251	405,284	405,284	
Market Share	85.41%	14.20%	0.33%	0.00%	0.06%	100.00%		

2026 Aircraft Operations

2026	Itinerant					Local			TOTAL
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	
JAN	631	514	1,902	155	3,202	2,243	28	2,271	5,473
FEB					0			0	0
MAR					0			0	0
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	631	514	1,902	155	3,202	2,243	28	2,271	5,473
Historical Data	2020	2021	2022	2023	2024	2025	2026	YOY Change by Mon	YTD % Change
JAN	3,713	4,904	4,477	4,054	5,138	5,712	5,473	↓ -4.18%	↓ -4.18%
FEB	4,378	4,195	4,672	3,457	5,169	5,327	-		
MAR	3,241	4,710	4,636	4,390	5,135	5,348	-		
APR	2,436	4,238	4,357	4,538	4,999	5,422	-		
MAY	3,826	4,514	5,235	4,440	4,989	5,787	-		
JUN	4,588	5,000	4,785	4,473	4,814	5,202	-		
JUL	4,784	5,014	4,039	5,356	5,703	6,302	-		
AUG	5,436	4,858	4,983	5,250	5,430	6,035	-		
SEP	4,777	5,355	4,890	6,450	5,699	5,237	-		
OCT	5,216	5,095	5,171	5,690	5,484	6,167	-		
NOV	4,612	4,841	3,974	5,078	5,290	6,411	-		
DEC	4,532	4,269	3,746	6,135	6,082	5,104	-		
TOTAL	51,539	56,993	54,965	59,311	63,932	68,054			

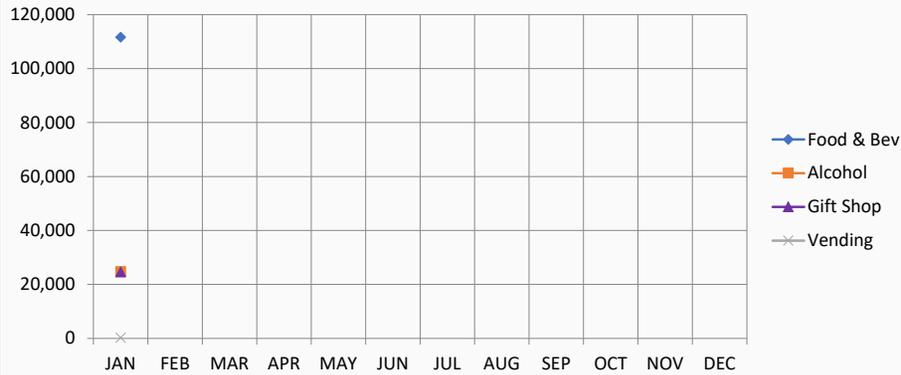
2026 Rental Car Revenues



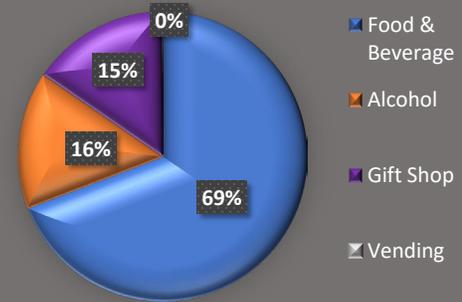
2026	Avis	Budget	Enterprise / National	Hertz	P2P Rental Car	Total	YTD Total	YTD % Change
JAN	146,125	109,238	328,306	170,850	25,834	780,353	780,353	↓ -0.3%
FEB						0		
MAR						0		
APR						0		
MAY						0		
JUN						0		
JUL						0		
AUG						0		
SEP						0		
OCT						0		
NOV						0		
DEC						0		
TOTAL	146,125	109,238	328,306	170,850	25,834	780,353	780,353	
Market Share	18.73%	14.00%	42.07%	21.89%	3.31%	100.00%		

2025	Avis	Budget	Enterprise / National	Hertz	P2P Rental Car	Total	YTD Total
JAN	177,649	75,662	341,247	168,007	20,074	782,639	782,639
FEB	157,334	95,025	353,513	158,523	26,952	791,346	1,573,986
MAR	241,126	119,346	476,761	217,652	26,940	1,081,825	2,655,810
APR	207,418	136,870	502,279	188,756	37,238	1,072,561	3,728,371
MAY	238,913	193,958	617,220	273,829	39,906	1,363,827	5,092,198
JUN	228,754	234,461	483,526	300,657	44,138	1,291,536	6,383,735
JUL	262,715	243,337	517,319	346,342	41,708	1,411,421	7,795,156
AUG	285,099	264,597	607,866	344,831	53,009	1,555,401	9,350,557
SEP	286,411	259,136	624,589	370,617	57,673	1,598,427	10,948,984
OCT	262,174	210,647	696,506	383,441	62,954	1,615,722	12,564,705
NOV	166,973	130,869	412,309	230,016	32,740	972,907	13,537,612
DEC	129,925	94,130	321,614	193,633	16,090	755,391	14,293,003
TOTAL	2,644,490	2,058,038	5,954,751	3,176,303	459,422	14,293,003	
Market Share	18.50%	14.40%	41.66%	22.22%	3.21%	96.79%	

2026 Terminal Concessions Revenues



2026 Market Share



2026	Food & Beverage	Alcohol	Gift Shop	Vending	Total	YTD % Change
JAN	111,626	24,776	24,624	281	\$ 161,307	↑ 4.3%
FEB						
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	111,626	24,776	24,624	281	161,307	

2025	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	105,681	27,416	21,205	359	\$ 154,661
FEB	104,248	26,277	21,406	321	\$ 152,251
MAR	120,796	31,321	24,545	308	\$ 176,969
APR	134,680	34,240	30,208	281	\$ 199,409
MAY	161,823	41,443	41,115	279	\$ 244,659
JUN	166,904	34,456	37,315	271	\$ 238,946
JUL	165,767	36,377	38,649	271	\$ 241,062
AUG	156,513	35,190	38,713	270	\$ 230,686
SEP	140,169	38,278	36,988	275	\$ 215,710
OCT	155,383	40,858	42,722	273	\$ 239,236
NOV	124,208	30,578	30,972	275	\$ 186,033
DEC	133,256	33,987	33,005	278	\$ 200,526
TOTAL	1,669,426	410,420	396,843	3,459	2,480,147
Market Share	67%	17%	16%	0%	100%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

01/31/2026

		Year to Date			Budget Variance		Prior Year Variance	
		01/31/2026	01/31/2026	01/31/2025	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
		Budget	Actual	PY Actual				
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 78,692	\$ 81,370	\$ 76,356	\$ 2,678	3.4%	\$ 5,014	6.6%
2	Terminal rent	151,260	156,359	140,367	5,099	3.4%	15,992	11.4%
3	Other (boarding bridge)	2,923	5,002	2,675	2,079	71.1%	2,327	87.0%
	<i>Total Passenger airline revenue</i>	<u>232,875</u>	<u>242,731</u>	<u>219,398</u>	<u>9,856</u>	<u>4.2%</u>	<u>23,333</u>	<u>10.6%</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	14,090	13,369	12,753	(721)	-5.1%	616	4.8%
5	Cargo and hangar rentals	5,597	5,597	5,455	-	0.0%	142	2.6%
6	Fuel tax	28,667	18,491	20,112	(10,176)	-35.5%	(1,621)	-8.1%
7	Fuel Flowage Fees and Sales	43,503	33,783	37,989	(9,720)	-22.3%	(4,206)	-11.1%
8	Other (ramp parking, rapid refuel)	1,500	1,140	1,028	(360)	-24.0%	112	10.9%
	<i>Total Non-passenger airline revenue</i>	<u>93,357</u>	<u>72,380</u>	<u>77,337</u>	<u>(20,977)</u>	<u>-22.5%</u>	<u>(4,957)</u>	<u>-6.4%</u>
	<i>Total Aeronautical revenue</i>	<u>326,232</u>	<u>315,111</u>	<u>296,735</u>	<u>(11,121)</u>	<u>-3.4%</u>	<u>18,376</u>	<u>6.2%</u>
Non-aeronautical revenue								
9	Land and building leases	59,970	60,838	58,970	868	1.4%	1,868	3.2%
10	Terminal - restaurant & retail	21,866	23,039	22,151	1,173	5.4%	888	4.0%
11	Terminal - other	15,500	15,610	15,500	110	0.7%	110	0.7%
12	Rental cars	110,996	122,751	108,672	11,755	10.6%	14,079	13.0%
13	Parking	205,906	220,243	210,284	14,337	7.0%	9,959	4.7%
14	Ground Transportation	5,811	8,734	6,021	2,923	50.3%	2,713	45.1%
15	Other (advertising, security fee, etc.)	5,831	11,020	10,321	5,189	89.0%	699	6.8%
	<i>Total Non-aeronautical revenue</i>	<u>425,880</u>	<u>462,235</u>	<u>431,919</u>	<u>36,355</u>	<u>8.5%</u>	<u>30,316</u>	<u>7.0%</u>
	<i>Total Operating Revenues</i>	<u>\$ 752,112</u>	<u>\$ 777,346</u>	<u>\$ 728,654</u>	<u>\$ 25,234</u>	<u>3.4%</u>	<u>\$ 48,692</u>	<u>6.7%</u>
Operating expenses								
16	Personnel compensation and benefits	\$ 291,856	\$ 290,026	\$ 212,631	(1,830)	-0.6%	77,395	36.4%
17	Communications and utilities	39,570	35,205	38,514	(4,365)	-11.0%	(3,309)	-8.6%
18	Supplies and materials	75,745	52,547	87,681	(23,198)	-30.6%	(35,134)	-40.1%
19	Contract services	87,289	71,027	56,607	(16,262)	-18.6%	14,420	25.5%
20	Repairs & maintenance	41,162	53,497	38,632	12,335	30.0%	14,865	38.5%
21	Insurance	16,946	15,696	13,657	(1,250)	-7.4%	2,039	14.9%
22	Training, Travel, & Air Service Development	20,418	20,974	8,406	556	2.7%	12,568	149.5%
23	Other Expense (marketing, professional dues, etc.)	11,664	12,056	10,826	392	3.4%	1,230	11.4%
	<i>Total Operating expenses</i>	<u>584,650</u>	<u>551,028</u>	<u>466,954</u>	<u>(33,622)</u>	<u>-5.8%</u>	<u>84,074</u>	<u>18.0%</u>
	Excess of Operating revenue over (under) expense	<u>\$ 167,462</u>	<u>\$ 226,318</u>	<u>\$ 261,700</u>	<u>\$ 58,856</u>	<u>35.1%</u>	<u>\$ (35,382)</u>	<u>-13.5%</u>

Variance Explanations - YTD January 2026 Preliminary Financial Statements (Unaudited)

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget (\$38K for revenue and \$41K for operating expenses) and other impactful variances.

	YTD January 26 Budget	YTD January 26 Actual	YTD January 25 Actual	Budget Variance		PY Variance	
Seat Capacity	29,577	29,080	29,253	(497)	-2%	(173)	-1%
Passenger Landed Weight	30,361,617	31,390,745	31,741,089	1,029,128	3%	(350,344)	-1%
Enplanements	21,945	22,854	21,776	909	4%	1,078	5%
Load Factor (Excl Diversion)	74%	79%	74%	4%		5%	

YTD Operating Revenues: Total operating revenues are ahead of budget by \$25K (3%) and are almost \$49k (6.7%) ahead of January 2025 revenue. The most significant variances are due to higher-than-expected revenue from rental cars and parking.

- 7 **Fuel flowage fees and fuel sales** - Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA and Military operations which can be inconsistent throughout the year. The 2026 monthly budget was based on historical seasonality in total revenue and the January actual Fuel flowage fees were unfavorable to budget in January by 22% (\$10K).
- 12 **Rental Cars** - Rental car revenues are ahead of budget by 11% (\$12K) due to an increase in passenger traffic in January. The monthly rental car revenue budget was developed based on historical seasonal trends in spend per passenger, and January was higher than expected.
- 13 **Parking** - Parking revenue is 7% (\$14K) is ahead of budget in January driven by more enplanements than expected.

YTD Operating Expenses: Operating expenses in January are almost 6% (33K) below budget with the largest variances in supplies and materials and contract services both of which were budgeted on a straight line basis throughout the year.

- 18 **Supplies & Materials** – Supplies and materials are 31% (\$23K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 19 **Contract Services** – Contract services is below budget by 19% (\$16K). The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 20 **Repairs & Maintenance** – Repairs and maintenance expenses are 30% (\$12K) ahead of budget due primarily to the deposit for escalator repairs.

February individual payments over \$110K

Vendor	Check Amount	Project Notes	FAA Funding	CDOT Funding	GJRAA Funding
Mead & Hunt	\$ 408,192	AIP 83 Rwy 12-30 Pavement Subbase Schedule 2 (Phase 1), AIP 82 Rwy 12-30 Pavement Subbase Schedule 1, AIP 88 Shift Runway 11/29 (Transition Design)	\$ 380,617	\$ -	\$ 27,575
Total	\$ 408,192		\$ 380,617	\$ -	\$ 27,575