



GREELEY-WELD COUNTY AIRPORT AUTHORITY BOARD MEETING
LOCATION: AIRPORT TERMINAL BUILDING, 600 AIRPORT ROAD
DATE: Thursday, July 18th, 2024, AT 3:30 P.M.

CALL TO ORDER

July 18th, 2024

ATTENDANCE

APPROVAL OF MINUTES: June 20th, 2024

ADDITIONS TO AGENDA

PUBLIC COMMENTS

FINANCIAL REPORT: June 2024

TENANTS ASSOCIATION OFFICER'S REPORT

ACTION ITEMS

1. Xcel Energy Easement
2. Allo Fiber Right of Entry
3. Business License: TWA LLC

DISCUSSION ITEMS / MANAGER'S REPORT

1. Main Ramp Rehabilitation Bid
2. Presentation: Nelvis Alvarez – City of Greeley

AUTHORITY MEMBER COMMENTS

CHAIRMAN'S REPORT

EXECUTIVE SESSION – For the Purpose of Receiving Legal Advice Regarding Ongoing Litigation with Harris Fueling, and for the purpose of developing positions and strategy for negotiations related thereto.

ADJOURNMENT

GREELEY-WELD COUNTY AIRPORT AUTHORITY BOARD MEETING
LOCATION: AIRPORT TERMINAL BUILDING, 600 AIRPORT ROAD
DATE: Thursday, June 20th, 2024, AT 3:30 P.M.

CALL TO ORDER: 3:30 P.M.

June 20th, 2024

ATTENDANCE: Steve Lehwald, John Gates, Steve Nealy, Brett Payton, Kevin Ross, Kent Naughton, Cooper Anderson, Will Perez, Adrian Ramirez Jr.

APPROVAL OF MINUTES: May 21st, 2024

Motion: Kevin Ross

Second: Brett Payton

Vote: Yes-5, No-0

ADDITIONS TO AGENDA:

Rename action item #3 from Greeley Sport Aviation to Roundtop Aviation LLC.

Motion: Kevin Ross

Second: Brett Payton

Vote: Yes-5, No-0

PUBLIC COMMENTS: Public comments from Mr. Melvin Bickling, Mr. Steve McIntire, Ms. Susan Harris, Mr. Gary Cyr, Mr. Carter Dillard, Mr. Jonathon Lemley, and Ms. Dusty Brailsford highlighted concerns regarding the airport board and staff's handling of the ongoing Harris fueling situation. Many expressed frustrations over what they perceive as unprofessional management, citing a lack of coordination and communication throughout. There was also a call to move away from informal agreements and dismantle the perceived exclusivity of the "good old boy club." Many individuals emphasized the positive character of the Harris family and their significant contributions to the airport's flying community. They underscored the Harris family's dedication to both their business and the airport, with some offering suggestions to resolve the situation agreeably. Concerns were also voiced about the airport's future if Harris fueling operations were to cease, prompting inquiries about contingency plans for fueling needs. Furthermore, comments addressed concerns with lease agreements and their current conditions, as well as reservations about additional investments in airport hangars and infrastructure at the airport.

FINANCIAL REPORT: Mr. Ramirez emphasized to keep in mind that these are last year's budgeted figures. He explained that on page one of the income statement, accounts, 4120, 4411, and 4710 are related to fuel flowage and lower than intended for the year. He explained that it can fluctuate depending on when fuel is delivered. He explained that staff does expect fuel flowage to average out around the budgeted amount. Mr. Ramirez moved into account 4624, regarding oil and gas leases. Oil and gas revenues are lower due to less production on the wells. He explained staff expects this amount to rise or even surpass this amount due to ongoing discussion with oil and gas leases. Mr. Ramirez moved onto accounts 4310 and 4330 which

related to state and federal grant revenue. He explained we have \$15,000 in state grants and an additional \$300,000 in federal revenue that are not shown in this statement. Total labor expenditures are tracking underbudget and the airport will be advertising for the internship position within the next month but should remain under the budgeted amount. Mr. Ramirez moved into accounts 6225 relating to computer software, which is \$11,000. This includes new software and camera equipment for the board meetings. This budget figure may be updated depending on if the budget is amended. The airport intends to add an additional \$500 a month in software for aircraft monitoring software. Mr. Ramirez spoke on account 6340 which relates to membership and registration fees. He explained we are at \$2500, and the line item is correct as the airport has paid all its membership dues. These include sponsorship for the Evans and Greeley chamber.

Recess at 3:59 P.M. Due to Inclement Weather.

Meeting Resumed at 4:29 P.M.

Mr. Ramirez picked back up with page 3, account 6386, relating to equipment repair and maintenance. This figure was \$26,000 due to a repair on the small front-end loader. Repairs involved replacing the turbo, changing the oil, and replacing injectors. It was mentioned the injectors alone were \$7,000. The airport will look to adjust this line item when the budget is amended. Mr. Ramirez also mentioned there was some damage to our constant current regulator due to a lightning strike. The airport insurance will cover that amount and we should be reimbursed around \$60 to \$70 thousand. Overall, the airport operating income is \$123,000 and we will have a better idea of the income when the main ramp project is underway.

Motion to Approve Financials: Kevin Ross
Vote: Yes-5, No-0

Second: Brett Payton

TENANTS ASSOCIATION OFFICER'S REPORT: Mr. Melvin Bickling explained that tenants and operators are concerned that the fueling services will end with the eviction of Harris fueling on July 31st, 2024. He explained that although Mr. Anderson has another fueler lined up, he is requesting a copy of the plan that Mr. Anderson has for the future fueling services at the airport as per the Colorado Open Records Act.

ACTION ITEMS

1. Lease Amendment: AKM Holdings LLC GXY #1 Land Space #49-A

Mr. Anderson introduced land space #49-A and it is the location being the Summit Flight Training hangar on the south side of the airport. Mr. Anderson stated that Mr. Andrew Belinky wishes to sell his hangar to Summit Flight Training. Mr. Anderson mentioned that this is somewhat of a different way to do this hangar tradeoff. While the board has already waived its first right of refusal, Mr. Belinky needed a few additional years on his lease to sell to Summit Flight Training. Hence, the amendment first, with the assignment in action item #2. Mr. Naughton mentioned that the other amendments generally reflect the updates made to the airport's standards leases over the past year.

Motion: Kevin Ross

Second: Brett Payton

Vote: Yes-5, No-0

2. Lease Assignment: AKM Holdings LLC GXY #1 Land Space #49-A

Mr. Anderson explained that this lease assignment assigns the last amended lease over to Summit Flight Training. Summit Flight Training will continue with a 20-year lease with 2, 5-year options. Mr. Naughton clarified that we are assigning what we just amended to Summit Flight Training. Staff does recommend approval.

Motion: Kevin Ross

Second: Brett Payton

Vote: Yes-5, No-0

3. Lease Agreement: Roundtop Aviation LLC Land Space #2

Mr. Anderson introduced Roundtop Aviation LLC and its owners Mr. Darrel Dilley and Mr. Josh Fox. Mr. Anderson mentioned that it is one of, if not, the oldest hangar at the airport. Mr. Anderson explained that a significant amount of money has been put into the hangar and the improvements appear they will last the 20-year term. Mr. Anderson explained they have adjusted the lease a little bit out front in terms of ramp space. In total it is 11970 square feet totaling out to \$4,177 a year or \$348 per month. Staff does recommend approval.

Motion: Brett Payton

Second: Kevin Ross

Vote: Yes-5, No-0

DISCUSSION ITEMS/MANAGER'S REPORT

1. Main Ramp Project

Mr. Anderson spoke regarding the main ramp rehab and how a tenant meeting was held with the tenants as well as the engineering firm. Mr. Anderson mentioned how as Mr. Bickling and other tenants pointed out there were some concerns regarding north facing tie down spots. Mr. Anderson mentioned that it was considered, and the airport is looking to add between 4 to 6 north facing tie down spots. Mr. Anderson did mention that the spots may remain unpainted, but in general the design is somewhat temporary until the main island north of the main ramp is able to be filled in. However, the main idea of the project design was to separate traffic. Mr. Anderson did mention the bid opening will be on June 27th, with hopeful notice to proceed on August 1st and a schedule of 83 days to complete the project.

AUTHORITY MEMBER COMMENTS

Mr. Kevin Ross spoke regarding the new designs for hangar space and the need to work with the council to draw up a prelease agreement. With a high degree of confidence that the airport will receive federal funding it may help bolster future growth at the airport and ensure leases are executed appropriately.

CHAIRMAN'S REPORT: N/A

**EXECUTIVE SESSION: - FOR THE PURPOSE OF RECEIVING LEGAL ADVICE
REGARDING ONGOING LITIGATION WITH HARRIS FUELING**

Motion to Enter Executive Session: Brett Payton
Vote: Yes-5, No-0

Second: Kevin Ross

ENTERED EXECUTIVE SESSION: 4:00 P.M.

Motion to Exit Executive Session: Steve Lehwald
Vote: Yes-4, No-0
Note: Mr. Kevin Ross left during the executive session

Second: Steve Nealy

EXITED EXECUTIVE SESSION: 5:22 P.M.

ADJOURNMENT: 5:23 P.M.

Darrel Dilley, Secretary/Treasurer

Greeley-Weld County Airport
Balance Sheet

<u>Acct</u>	<u>Description</u>	<u>30-Jun-24</u>	<u>30-Jun-23</u>
1015	OPERATING CASH	1,147,021.38	1,236,911.47
1034	CHECKING	0.00	0.00
1035	ART OF FLIGHT CHECKING	0.00	0.00
1039	MONEY MARKET - WELLS FARGO BANK	1,179,049.84	1,531,966.50
1052	PETTY CASH	150.00	150.00
TOTAL:	CASH	2,326,221.22	2,769,027.97
1220	TAXES RECEIVABLE	0.00	0.00
1251	ACCOUNTS RECEIVABLE - ACCURAL	0.00	0.00
1255	CUSTOMER ACCOUNTS RECEIVABLE	156,076.60	128,153.05
1265	MISCELLANEOUS RECEIVABLES	0.00	0.00
1280	GRANTS RECEIVABLE	0.00	0.00
TOTAL:	RECEIVABLES	156,076.60	128,153.05
1510	PREPAID EXPENSES	0.00	0.00
1520	PREPAID INSURANCE	0.00	0.00
TOTAL:	PREPAID EXPENSES	0.00	0.00
1610	LAND	4,652,474.71	4,652,474.71
1620	LAND IMPROVEMENTS	34,457,173.19	34,457,173.19
1630	BUILDINGS	4,814,052.30	4,808,092.36
1650	EQUIPMENT	1,268,885.20	1,218,497.20
1660	CONSTRUCTION IN PROGRESS	501,121.42	501,121.42
1670	ACCUMULATED DEPRECIATION	32,011,490.42	31,393,109.42
TOTAL:	FIXED ASSETS	13,682,216.40	14,244,249.46
1720	MASTER PLAN	101,290.09	101,290.09
1721	ATC TOWER SITE STUDY	0.00	0.00
TOTAL:	OTHER DEBITS	101,290.09	101,290.09
	TOTAL ASSETS	16,265,804.31	17,242,720.57

LIABILITIES			
2011	ACCOUNTS PAYABLE - ACCURAL	0.00	0.00
2020	ACCOUNTS PAYABLE	1,343.34	12,109.60
20207	HEALTH INSURANCE	785.00	785.00
20215	FICA PAYABLE	0.00	0.00
20216	MEDICARE	0.00	0.00
20217	FEDERAL WITHHOLDING	0.00	0.00
20218	STATE WITHHOLDING	0.00	0.00
TOTAL:	PAYABLES	2,128.34	12,894.60
2310	ACCRUED INTEREST PAYABLE	6,322.00	6,322.00
2320	ACCRUED WAGES	0.00	0.00
2330	PAYROLL TAXES AND OTHER DEDUCTIONS	0.00	0.00
2340	ACCRUED VACATION AND SICK LEAVE	23,837.51	17,827.48
TOTAL:	ACCURALS	30,159.51	24,149.48
2410	CUSTOMER DEPOSITS	1,522.00	1,522.00
2420	DEFERRED GRANT REVENUE	450.00	450.00
2430	DEFERRED REVENUE-LEASES	69,809.12	68,241.47
2450	CURRENT PORTION LONG TERM DEBT	1,138.80	1,138.80
TOTAL:	DEFERRALS	72,919.92	71,352.27
2510	CDOT LOAN AT WELLS FARGO	0.00	0.00
2520	COLO AIR NATL GUARD LEASE	115,512.84	117,790.44
2525	PETRO-CANADA	0.00	0.00
2530	T38 RESTORAGE & MAINTENANCE	0.00	0.00
TOTAL:	LONG TERM DEBT	115,512.84	117,790.44
	TOTAL LIABILITIES	220,720.61	226,186.79
FUND BALANCE ACCOUNTS			
3050	RETAINED EARNINGS	16,036,726.59	17,535,216.17
3910	REVENUE CONTROL	1,088,011.29	569,160.94
3920	EXPENSE CONTROL	1,079,654.18	1,087,843.33
TOTAL:	FUND BALANCE	16,045,083.70	17,016,533.78
	TOTAL LIABILITIES AND FUND BALANCE	16,265,804.31	17,242,720.57

YEAR TO DATE INFORMATION AS OF MAY 31, 2024

GREELEY-WELD COUNTY AIRPORT INCOME STATEMENT

ACCOUNT	ACCOUNT TITLE	ANNUAL BUDGET	MONTHLY ACTIVITY	YEAR TO DATE		% OF YEAR	% USED	BALANCE
				ACTIVITY	ACTIVITY			
GENERAL OPERATING REVENUE								
4120	STATE FUEL SALES TAX	23,500.00	4,244.87	12,271.00	50.00%	52.22%	11,229.00	
4411	FUEL FLOW	24,000.00	1,645.26	9,242.46	50.00%	38.51%	14,757.54	
4412	OPERATOR LICENSE	4,125.00	700.00	2,000.00	50.00%	48.48%	2,125.00	
4610	EARNINGS ON INVESTMENTS	12,000.00	772.72	5,445.22	50.00%	45.38%	6,554.78	
4621	LAND RENTAL	466,687.00	22,540.06	184,431.94	50.00%	39.52%	282,255.06	
4622	FARM INCOME	13,000.00	0.00	13,882.67	50.00%	106.79%	(882.67)	
4623	HANGAR RENT	376,633.00	35,494.08	217,289.48	50.00%	57.69%	159,343.52	
4624	OIL AND GAS LEASES	140,000.00	9,245.84	57,578.29	50.00%	41.13%	82,421.71	
4625	TERMINAL BUILDING RENT	16,556.00	1,379.82	8,278.92	50.00%	50.01%	8,277.08	
4626	TIE DOWN RENT	2,640.00	55.00	330.00	50.00%	12.50%	2,310.00	
4627	RENT-AIR NATL GUARD	2,278.00	189.80	1,138.80	50.00%	49.99%	1,139.20	
4680	OTHER	2,000.00	0.00	0.00	50.00%	0.00%	2,000.00	
4685	OTHER MISCELLANEOUS REVENUE	7,000.00	4,940.00	29,760.00	50.00%	425.14%	(22,760.00)	
4710	STATE FUEL TAX DISTRIBUTION	23,500.00	1,009.56	8,009.54	50.00%	34.08%	15,490.46	
4810	GAIN OR LOSS ON SALE OF ASSETS	5,000.00	0.00	0.00	50.00%	0.00%	5,000.00	
	TOTAL GENERAL OPERATING REVENUE	1,118,919.00	82,217.01	549,658.32	50.00%	49.12%	569,260.68	
GRANT REVENUE								
4310	FEDERAL	1,231,358.00	0.00	299,691.38	50.00%	24.34%	931,666.62	
4330	STATE	2,100,407.00	0.00	220,334.98	50.00%	10.49%	1,880,072.02	
	TOTAL GRANT REVENUE	3,331,765.00	0.00	520,026.36	50.00%	15.61%	2,811,738.64	
	TOTAL REVENUE	4,450,684.00	82,217.01	1,069,684.68	50.00%	24.03%	3,380,999.32	

LABOR EXPENDITURES

6112	REGULAR SALARIES	509,891.00	32,850.59	213,171.21	50.00%	41.81%	296,719.79
6114	OVERTIME	1,000.00	0.00	87.90	50.00%	8.79%	912.10
6118	SICK AND VACATION	0.00	0.00	0.00	50.00%	#DIV/0!	0.00
6132	HEALTH LIFE DISABILITY	80,399.00	6,716.04	30,757.44	50.00%	38.26%	49,641.56
6136	WORKERS COMPENSATION	5,000.00	1,390.00	3,475.00	50.00%	69.50%	1,525.00
6140	FICA TAXES	31,390.00	2,024.13	13,152.75	50.00%	41.90%	18,237.25
6144	RETIREMENT	20,422.00	0.00	8,637.91	50.00%	42.30%	11,784.09
6146	MEDICARE	7,846.00	473.38	3,076.03	50.00%	39.21%	4,769.97
	TOTAL LABOR EXPENDITURES	655,948.00	43,454.14	272,358.24	50.00%	41.52%	383,589.76
4336	INTERNSHIP REIMBURSEMENT	(30,361.00)	0.00	(8,496.00)	50.00%	27.98%	(21,865.00)
4670	REFUND OF EXPENDITURE	(30,361.00)	0.00	(9,830.61)	50.00%	32.38%	(20,530.39)
	NET LABOR COST	595,226.00	43,454.14	254,031.63	50.00%	42.68%	341,194.37

GENERAL OPERATING EXPENDITURES

6210	OFFICE SUPPLIES	3,500.00	298.80	3,204.23	50.00%	91.55%	295.77
6220	SMALL ITEMS OF EQUIPMENT	2,000.00	25.98	2,081.67	50.00%	104.08%	(81.67)
6225	COMPUTER SOFTWARE AND ATTACHMENTS	4,000.00	605.91	11,769.89	50.00%	294.25%	(7,769.89)
6232	CONSUMABLE SUPPLIES	5,000.00	431.66	3,270.12	50.00%	65.40%	1,729.88
6234	UNIFORMS AND CLOTHING	4,000.00	358.87	1,552.26	50.00%	38.81%	2,447.74
6236	FUEL FOR EQUIPMENT	17,500.00	(243.94)	7,181.96	50.00%	41.04%	10,318.04
6310	POSTAGE AND FREIGHT	1,300.00	157.68	1,071.15	50.00%	82.40%	228.85
6330	PUBLICATIONS AND SUBSCRIPTIONS	2,500.00	0.00	356.95	50.00%	14.28%	2,143.05
6340	MEMBERSHIP AND REGISTRATION FEES	2,500.00	820.00	3,373.13	50.00%	134.93%	(873.13)
6345	WELLNESS PROGRAM EXPENSES	1,500.00	0.00	535.00	50.00%	35.67%	965.00
6350	ADVERTISING AND LEGAL NOTICES	2,000.00	0.00	2,607.00	50.00%	130.35%	(607.00)
6362	ELECTRIC	34,000.00	463.99	24,585.73	50.00%	72.31%	9,414.27
6364	WATER	5,000.00	760.56	1,424.65	50.00%	28.49%	3,575.35
6365	GAS	16,000.00	404.39	5,430.22	50.00%	33.94%	10,569.78
6367	PHONES	19,000.00	1,686.43	9,667.30	50.00%	50.88%	9,332.70

6371	SECURITY	3,900.00	0.00	780.00	50.00%	20.00%	3,120.00
6372	LEGAL SERVICES	12,500.00	0.00	1,840.00	50.00%	14.72%	10,660.00
6374	WATER ASSESSMENT FEES	15,000.00	0.00	26,711.91	50.00%	178.08%	(11,711.91)
6375	AUDITING	19,000.00	9,450.00	9,450.00	50.00%	49.74%	9,550.00
6378	PROCESSING SERVICES	5,600.00	20.49	3,375.22	50.00%	60.27%	2,224.78
6379	OTHER PROFESSIONAL SERVICES	5,000.00	217.44	1,615.84	50.00%	32.32%	3,384.16
6382	BUILDING REPAIR AND MAINTENANCE	6,000.00	79.00	983.88	50.00%	16.40%	5,016.12
6383	GROUNDS MAINTENANCE	25,000.00	3,194.97	11,200.31	50.00%	44.80%	13,799.69
6386	EQUIPMENT REPAIR AND MAINTENANCE	15,000.00	11,868.65	38,774.07	50.00%	258.49%	(23,774.07)
6387	HANGER REPAIR AND MAINTENANCE	5,250.00	740.18	986.95	50.00%	18.80%	4,263.05
6392	OUT OF STATE EXPENSES	6,000.00	2,415.92	2,843.71	50.00%	47.40%	3,156.29
6396	MEETING EXPENSES	6,000.00	244.28	4,191.65	50.00%	69.86%	1,808.35
6510	INSURANCE	84,000.00	0.00	457.00	50.00%	0.54%	83,543.00
6533	MACHINERY AND EQUIPMENT RENTAL	3,500.00	203.33	1,425.90	50.00%	40.74%	2,074.10
6562	ARFF EQUIPMENT & TRAINING	3,000.00	0.00	0.00	50.00%	0.00%	3,000.00
6565	CLEARING	0.00	299.67	(15,846.37)	50.00%	#DIV/0!	15,846.37
6570	MISCELLANEOUS	500.00	0.00	1,121.50	50.00%	224.30%	(621.50)
6750	BAD DEBT EXPENSE	0.00	0.00	0.00	50.00%	#DIV/0!	0.00
	TOTAL GENERAL OPERATING EXPENDITURES	930,276.00	77,958.40	422,054.46	50.00%	45.37%	508,221.54
	OPERATING INCOME (LOSS)	188,643.00	4,258.61	127,603.86	50.00%	67.64%	61,039.14
6970	GRANT EXPENDITURES	0.00	0.00	0.00	50.00%	#DIV/0!	0.00
	UNAPPLIED GRANT REVENUE	3,331,765.00	0.00	520,026.36	50.00%	15.61%	2,811,738.64
	CAPITAL EXPENDITURES						
6920	LAND IMPROVEMENTS	3,619,896.00	56.32	518,847.02	50.00%	14.33%	3,101,048.98
6930	BUILDINGS	74,000.00	0.00	0.00	50.00%	0.00%	74,000.00
6940	IMPROVEMENTS TO BUILDINGS	0.00	0.00	5,959.94	50.00%	#DIV/0!	(5,959.94)
6952	MACHINERY & EQUIPMENT	125,000.00	0.00	114,466.15	50.00%	91.57%	10,533.85
6540	DEPRECIATION	0.00	0.00	0.00	50.00%	#DIV/0!	0.00

TOTAL CAPITAL EXPENDITURES	3,818,896.00	56.32	639,273.11	50.00%	16.74%	3,179,622.89
TOTAL EXPENDITURES	4,749,172.00	78,014.72	1,061,327.57	50.00%	22.35%	3,687,844.43
TOTAL NET INCOME (LOSS)	(298,488.00)	4,202.29	8,357.11	50.00%	-2.80%	(306,845.11)

S-T-R: Sec. 3: SE/4 - T5N - R65W	Grantor: Greeley – Weld County Airport	Doc No:
County: Weld	Address/Intersection: 600 Airport Rd A	Reception No:
Division-City/Town: Greeley	Dist/HP Trans: Dist.	Surveyor: Stephen C. Bloomfield
Division Agent: Jesse Vallejos	Contract Agent/Co: Jeremy Bourg	Survey Company: Merrick
LAT & LONG GPS: Lat: 40.42699° N/ Long: 104.63471° W		

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in the **SE 1/4** of Section **03**, Township **05 North**, Range **65 West** of the 6th Principal Meridian in the following lands located in County of Weld, State of Colorado, the easement being described as follows (“**Easement Area**”):

SEE “EXHIBIT A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

Job No.: 121461.70

FILE: Y:\Survey\65321461-PSCO Denver Electric Distribution 2022\70-622 Crosier\Office
Data\DWGS\Exhibits & Property Descriptions\622_Desc.docx

Date: June 18, 2024

EXHIBIT A
PROPERTY DESCRIPTION

Utility Easement
622 Crossier Avenue

A portion of that parcel of land described in Quit Claim Deed recorded May 15, 1987, in Book 1156 at Page 2021 and at Reception No. 02099888 in the Weld County Clerk and Recorder's Office, being in Section 3, Township 5 North, Range 65 West of the 6th Principal Meridian, City of Greeley, County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3, being monumented with a found 2-1/2" diameter aluminum cap damaged and partially legible stamped "670" in monument box 0.5' below the surface, whence the Northwest corner of said Section 3, being monumented by a found 3-1/4" diameter aluminum cap stamped "WELD COUNTY T6N R65W S33|S34/S4|S3 T5N 2021 LS 38213" in monument box 0.5' below the surface, bears N89°43'36"W a distance of 5277.22 feet;
THENCE S00°28'36"W a distance of 3438.97 feet to the **POINT OF BEGINNING**;

THENCE S00°00'00"E a distance of 10.00 feet;
THENCE N90°00'00"W a distance of 98.09 feet;
THENCE S00°00'00"E a distance of 259.74 feet;
THENCE N90°00'00"E a distance of 50.00 feet;
THENCE N00°00'00"E a distance of 15.00 feet;
THENCE N90°00'00"E a distance of 10.00 feet;
THENCE S00°00'00"E a distance of 25.00 feet;
THENCE N90°00'00"W a distance of 70.00 feet;
THENCE N00°00'00"E a distance of 279.74 feet;
THENCE N90°00'00"E a distance of 108.09 to the **POINT OF BEGINNING**.

Containing 4,528 square feet (0.104 Acres), more or less.



Stephen C. Bloomfield, P.E. 38746

Date: June 18, 2024

Job No.: 121461.70

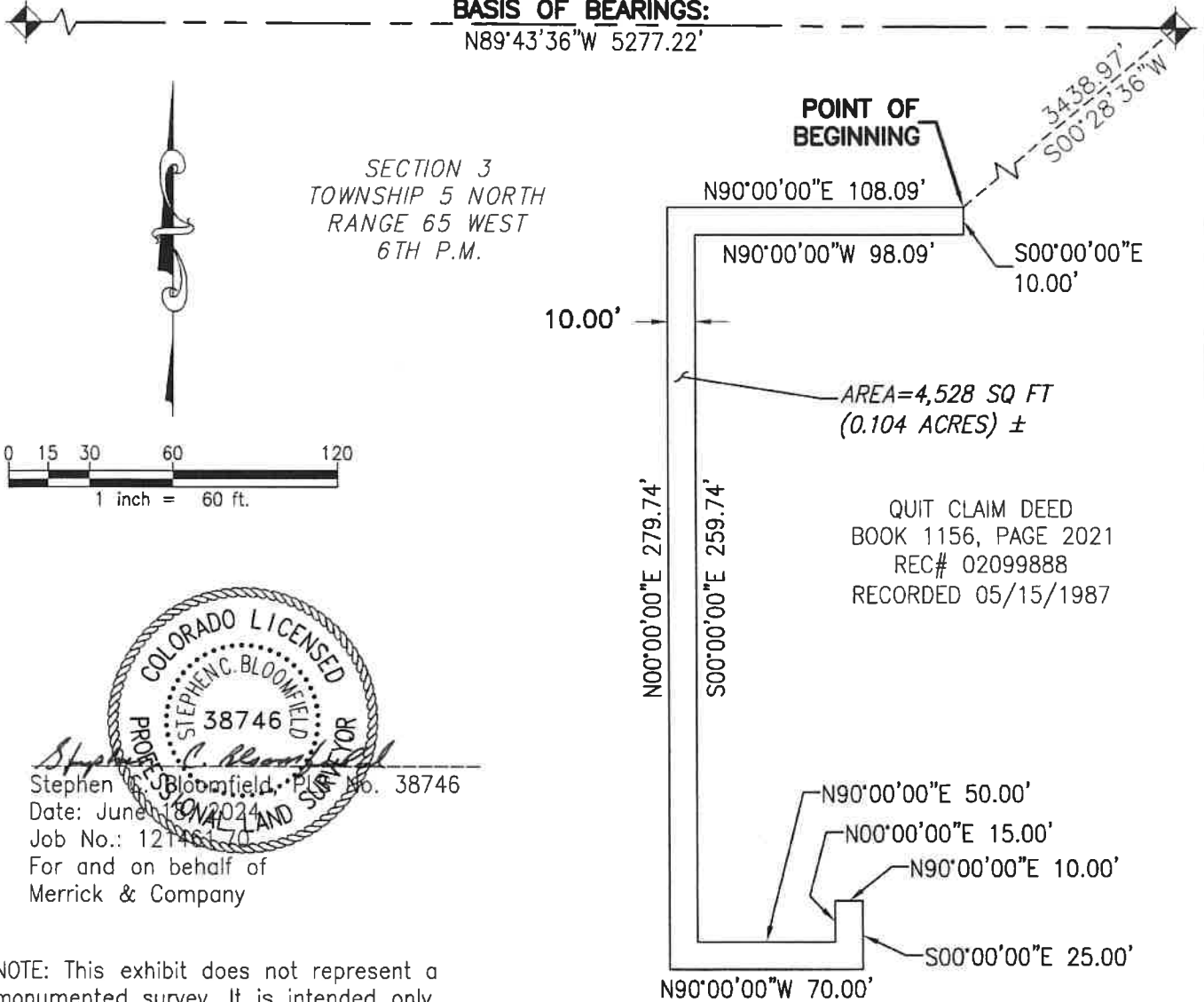
For and on Behalf of
Merrick & Company

NW S3 T5N R65W
 FND. 3-1/4" DIA. ALUM. CAP
 STAMPED "WELD COUNTY
 T6N R65W S33|S34/S4|S3
 T5N 2021 LS 38213"
 IN MONUMENT BOX
 0.5' BELOW THE SURFACE

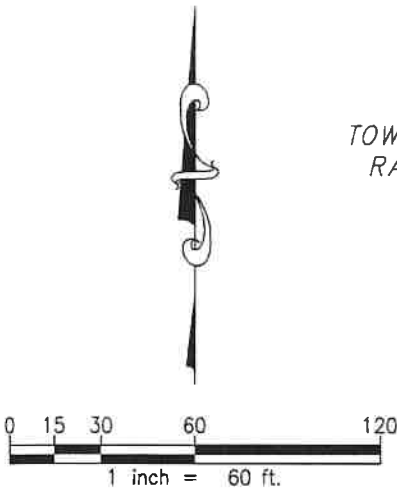
EXHIBIT B

POINT OF COMMENCEMENT
 NE S3 T5N R65W
 FND. 2-1/2" DIA. ALUM. CAP
 DAMAGED AND PARTIALLY LEGIBLE
 STAMPED "670"
 IN MONUMENT BOX
 0.5' BELOW THE SURFACE

BASIS OF BEARINGS:
 N89°43'36"W 5277.22'



SECTION 3
 TOWNSHIP 5 NORTH
 RANGE 65 WEST
 6TH P.M.



COLORADO LICENSED
STEPHENG. BLOOMFIELD
38746
PROFESSIONAL LAND SURVEYOR

Stephen C. Bloomfield, P.L.S. No. 38746
 Date: June 18, 2024
 Job No.: 121461.70
 For and on behalf of
 Merrick & Company

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

MERRICK PROJECT NO.	121461.70
CLIENT PROJECT NO.	-
REVISION DESCRIPTION	
DRAWN	SCB
DATE	06/17/2024
SCALE	1"=60'
MERRICK®	
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

622 Crossier Avenue Greely, Weld County SEC. 3, T5N, R65W, 6th P.M.		
Utility Easement		
REVISION:	DRAWING NO.	SHEET NO.
		2 of 2

ALLO COMMUNICATIONS RIGHT OF ENTRY AND INSTALLATION AGREEMENT

This Right of Entry and Installation Agreement ("Agreement") is made as of the date last signed below (the "Effective Date") between _____ ("Owner") and Allo Communications, LLC ("Allo"), concerning the common areas of the buildings, grounds, and facilities located at _____ ("Property").

Allo would like to install certain fiber and associated equipment at the Property in order to provide its telecommunications and fiber internet services ("Services"). Owner would like to provide necessary approvals for Allo to install certain fiber and associated equipment necessary to provide Services. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Owner grants to Allo, its contractors, agents, employees, and assigns the right to install, operate, maintain, repair, upgrade, and replace fiber optic cables, splice enclosures, innerducts, conduits, raceways, network cabinets, network equipment and other related equipment reasonably necessary to provide the Services (collectively the "Facilities"), together with any necessary rights of access to the Property.
2. Owner understands and agrees that Allo owns and will continue to own the Facilities, which will not be deemed fixtures. Owner will not move, disturb, alter or change the Facilities except with Allo's written consent or in the case of an emergency.
3. Allo will exercise due care in entering the Property to perform installation, maintenance and repair on the Facilities.
4. This Agreement shall commence on the date hereof and shall terminate upon the earlier of (i) an uncured breach of any material condition of this Agreement or (ii) when Allo is no longer providing services to the Property or operating Facilities on the Property ("Term").
5. Upon prompt written notice of such damages to Property, and if such damages are directly caused by Allo, Allo, at its sole option, shall either (i) repair damages to the reasonable satisfaction of Owner or (ii) reimburse Owner at market rates for documented and completed work to repair such damages. NEITHER ALLO, NOR ALLO'S CONTRACTORS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. Allo's maximum aggregate liability under this Agreement will be limited to the insurance limits of Allo available to be used by Allo for its own or third-party damages or expenses in relation to the applicable claim.
6. Allo will maintain (a) comprehensive liability insurance with a policy limit of at least \$2,000,000 to protect Owner against bodily injury or damage resulting from the installation, operation or maintenance of the Facilities on the Property and (b) Worker's Compensation insurance in statutory amounts. All policies written pursuant to this Section 6 will be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best rating of at least A-VIII. All policies will specify that such policy cannot be canceled without at least thirty (30) days' notice to Owner.
7. Owner, by signing this Agreement, represents, warrants and covenants that: (i) it is the Owner, the Owner's authorized agent, or the representative of the homeowners or condo association, for the Property, and that Owner has full power and authority to enter into the Agreement; (ii) if Owner is a condo or homeowner's association, Owner has obtained any necessary approvals of the individual unit owners as required by law, the declaration or by-laws of the condo or homeowner's association; (iii) Owner shall provide, without charge to Allo, adequate space and right-of-access to Property (both land and improvements) for purposes relating to the Facilities and this Agreement; (iv) Owner shall adequately safeguard the Facilities to prevent any persons other than authorized personnel from performing work thereon.
8. This Agreement is the parties' entire Agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this Agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this Agreement will not constitute a waiver.
9. This Agreement does not create any agency or partnership relationship.
10. This Agreement is executed and delivered in the State of Colorado without regard to conflicts of laws principles, and the state and Federal courts located in Denver, Colorado shall have sole jurisdiction and venue over all controversies which may arise with respect to the execution, interpretation, and compliance with this Agreement. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Owner: _____

Allo Communications, LLC

By: _____
Signature

By: _____

Title: _____

Title: Business Sales Director

Date: _____

Date: _____

Phone Number: _____

Contact information for walk through.

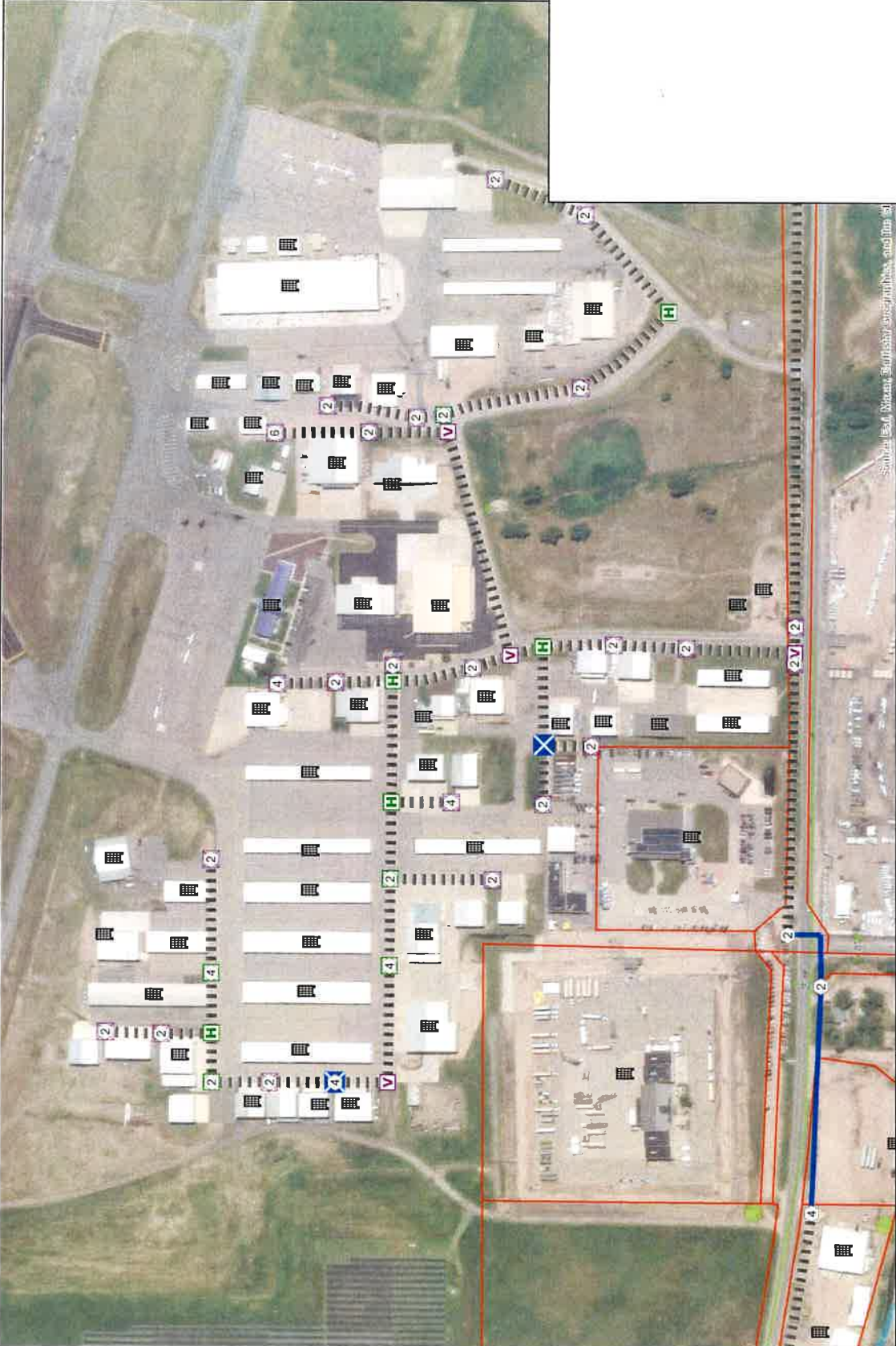
Name of Contact: _____

Phone number for walk through: _____

Special Notes for Walk through:

Business: Airport
 Address: 602 Airport RD
 Service Order:
 PON:
 Date: 5/28/2024

- Legend**
- | | | |
|-----------------|------------------------|-----------------------|
| Address Points | structure | COM Box |
| Business | Residential | Vault - Large |
| Fiber Equipment | MST 12 | Medium Pull Box |
| MST 8 | MST 6 | Vault |
| MST 4 | MST 2 | Pedestal - Large |
| Splice Hub | Existing City Pull Box | Pedestal - Small |
| | | Drop Pedestal |
| | | Small Pull Box |
| | | Conduit |
| | | Conduit |
| | | Drop Conduit |
| | | Inventory Status Code |
| | | Abandoned Conduit |
| | | Existing Conduit |
| | | New Conduit |
| | | Drop To Build |
| | | Installation Method |
| | | Asrial |
| | | Parcel Boundaries |



North Arrow
 1 inch = 250 feet

Notes:



**GREELEY-WELD COUNTY AIRPORT AUTHORITY
APPLICATION FOR BUSINESS LICENSE**

Business Name: TWA LLC **Phone:** (575) 937 7883
Fax: _____
Business Location: _____ **City:** _____ **State:** _____
Zip: _____

Responsible Party or Officers:
Nathan Bryant **Phone:** (575) 937-7883
Robert Copeland **Phone:** (970) 396-3258
Phone: _____

Business License Requested: (Category From Minimum Standards)
Aircraft Rental

Description of Services in Detail: (Attach Additional Sheets If Necessary)
Rental for tailwheel endorsement

Description Of Facility: (Include Size, Building Type, and Intent to Lease or Build)

Business Name: TWA LLC

Number of Employees/New Jobs Created: contract only 12 pilots

Anticipated Salary Ranges of Employees: 20-30,000/annual

FAA Certificates & Licenses Held For Proposed Activities: (Include Type Certificate and Certificate Number)
Assured Partners Aerospace # 10317301



Insurance: (List All Insurance Coverage Applicable and Limits of Liability. Must Meet Minimum Insurance Requirements Contained In Minimum Standards)

Is the Greeley-Weld County Airport Authority Named as an Additional Insured?
Yes X No _____

Attachments:

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- **Corporate Financial Statements**
- **Banking References**
- **Personal Statements For Previous Two (2) Years (If a family owned business or no previous corporate financial history available, or at the discretion of the Authority).**

All commercial activities conducted on the Greeley-Weld County Airport require a Business License.

All questions and comments should be directed to the Airport Manager. Applicants may also address the Airport Board of Commissioners during their regularly scheduled monthly meetings.


Applicant's Signature

3/19/2024

TWA LLC has access to use the bathroom and office space that are located at Harris Aviation Inc 629 Buss Ave Greeley, Co 80631.



188 Inverness Drive W
Suite 500
Englewood, CO 80112

TEL 303-721-6932

www.GarverUSA.com

MONTHLY PROGRESS REPORT

Greeley-Weld County Airport Authority

Progress through July 17, 2024

Main Ramp Reconstruction (Design)

- **Current Phase:**
Negotiation and additional funding outreach
- **Schedule Status:**
 1. Met with sole bidder on Wednesday, July 17 to discuss value engineering options, and negotiation of their bid prices.
- **Work scheduled for next period:**
 1. Make final decision whether to award this summer or re-bid for construction in 2025.

Main Ramp Reconstruction (Construction Phase Services)

- **Current Phase:**
 1. Project Scope & Fee Development
 2. Consultant sent Request for Proposal for material testing and construction observation services.
- **Schedule Status:**
 1. Consultant provided airport with proposed Scope of Services & IFE Spreadsheet.
- **Work scheduled for next period:**
 1. Complete project fee development.

Northeast Development

- **Current Phase:**
 1. Consultant finalizing scope of services.
 2. Consultant sent out additional requests for proposals for environmental & geotechnical investigations.
- **Schedule Status:**
 1. Consultant to provide the airport with scope of services by August 2nd, 2024.

Miscellaneous

- **Current Phase:**

Multiple hangar and FBO lease area exhibits created to assist airport staff.

FUNDING ALLOCATIONS	
FAA ENTITLEMENTS	\$352,328.00
CDOT AIP MATCH	\$19,573.00
LOCAL AIP MATCH	\$19,574.00
FAA BIL	\$879,000.00
CDOT BIL MATCH	\$48,833.00
LOCAL BIL MATCH	\$48,834.00
CDOT OVERMATCH	\$2,000,000.00
LOCAL OVERMATCH	\$222,222.00
TOTAL FUNDING	\$3,590,364.00

ENGINEERING PHASE SERVICES	
DESIGN PHASE SERVICES	\$312,251.00
CONSTRUCTION PHASE SERVICES*	\$275,000.00
TOTAL FUNDING REMAINING	\$3,003,113.00

*CPS costs are estimate and will be finalized at a later date

CONTRACTOR'S BID (WW CLYDE & CO)			
SCHEDULE	DESCRIPTION	ENGINEER'S ESTIMATE	CONTRACTORS PRICE
SCHEDULE 1 - BASE BID	MAIN RAMP RECONSTRUCTION - EAST	\$1,854,259.50	\$2,117,284.50
SCHEDULE 1 - ADDITIVE ALTERNATE A	EAST UNDERDRAINS	\$193,250.00	\$159,130.00
	MARKING RECONFIGURATION & FUEL TRUCK PARKING	\$223,947.50	\$415,250.00
SCHEDULE 1 - ADDITIVE ALTERNATE B	AIRPORT ADMIN PARKING LOT	\$138,355.00	\$149,036.00
SCHEDULE 2 - BASE BID	MAIN RAMP RECONSTRUCTION - WEST	\$968,540.00	\$1,192,085.00
SCHEDULE 2 - ADDITIVE ALTERNATE A	WEST UNDERDRAINS	\$156,245.00	\$143,477.00
	HELICOPTER PARKING PADS	\$333,225.00	\$387,294.50
SCHEDULE 2 - ADDITIVE ALTERNATE B			
TOTAL CONSTRUCTION COST =		\$3,867,822.00	\$4,563,557.00

BID AWARD ANALYSIS		
	Original Bid	Negotiated Bid
SCHEDULE 1 & 2 - BASE BID + SCH 2 ADD ALT B	\$3,696,664.00	\$3,385,664.00
FUNDING AVAILABILITY	\$3,003,113.00	\$3,003,113.00
COST DIFFERENCE	-\$693,551.00	-\$382,551.00