

Walker Field Airport Authority

Minutes of the Regular Board Meeting

September 20, 2005

BOARD COMMISSIONERS PRESENT: Craig Springer Doug Simons
 Robert McCormick Roger Little
 Gregg Palmer

AIRPORT STAFF PRESENT: Ed Storer Charlie Novinskie
 Gary Mancuso

ALSO PRESENT: Lloyd Quesenberry of Younge & Hockensmith, Bob Kretschman of The Daily Sentinel, Larry Kempton of Kempton Air, Paul Wisecup of WS Flyers, LLLP, P. J. McGovern of P & L Properties

I. CALL TO ORDER

The meeting was called to order at 5:17 p.m.

II. APPROVAL OF AGENDA

Chairman Springer requested that “Selection of an Executive Search Committee” be added as Action Item D.

Chairman Springer requested that the addition of an Executive Session be included prior to adjournment of the Regular Board Meeting for the purpose of discussing “personnel matters” among the Search Committee members regarding “appointment or employment matters” in connection with seeking a new Airport Manager.

Vice Chairman McCormick moved to approve the agenda as amended. Commissioner Simons seconded. Voice vote: all ayes. Motion carried.

III. PUBLIC COMMENTS AND COMMUNICATIONS

There were no public comments or communications.

IV. CONSENT AGENDA

A. Minutes: August 16, 2005 Regular Board Meeting

B. City of Grand Junction Proposal to Offer 4.466 Acres to The Airport Authority

The City of Grand Junction is proposing to convey, at no cost, 4.466 acres of vacant land to the Airport Authority. The property is located north of I-70 at G Road Extended, bounded on the south by I-70, and situated in Runway 4/22's Critical Zone and Clear Zone. The property on either side of this parcel is owned by the Authority. If the Airport Authority will accept the property, the Grand Junction City Council will review and take formal action on the property conveyance at its October 5, 2005 Council Meeting.

Staff recommended that the Board accept the property, if formally offered, and authorize the Chairman to sign the applicable closing documents for the property transfer (Schedule Number 2943-062-00-941) from the City of Grand Junction to the Airport Authority, contingent upon Authority Attorney approval of the closing documents.

C. Sublease Agreement Between Herr Hangar, LLC and West Star Aviation, Inc.

The Herr Hangar, LLC leases ground from the Airport Authority south of Runway 11/29 at 2858 Aviators Way upon which a hangar was constructed for aeronautical purposes only, including but not limited to parking, storing and maintaining aircraft owned or leased by Tenant or other third parties, other activities associated with aircraft ownership, and aeronautical-related businesses. Herr proposes to sublease the hangar to West Star Aviation, Inc. for aircraft storage and other Airport Authority approved aeronautical purposes. The term of the sublease is from September 1, 2005 until August 31, 2007.

Since this is a non-standard Sublease Agreement, Board approval is required. Additionally, the Authority Attorney is reviewing the sublease to protect the Airport Authority.

Staff recommended that the Board approve and authorize the Chairman to sign the Sublease Agreement on behalf of the Authority, contingent upon final approval of the Sublease Agreement by the Airport Authority Attorney.

Commissioner Palmer questioned why a non-standard Sublease Agreement was utilized as opposed to the Airport's Standard Sublease Agreement.

Staff responded that both Staff and P. G. McGovern of P & L Properties attempted to convince them to utilize the Standard Sublease Agreement.

Mr. McGovern added that the principals of West Star negotiated directly with Josh Herr. He commented they informed him that too much time and expense had been involved in this particular lease and that they agreed to pay the attorney fees since it would have been an additional expense to the Airport.

Commissioner Palmer questioned if there was a variance in the non-standard sublease compared to the Airport's Sublease Agreement. Staff responded that it is essentially tied into the Airport's agreement and that Staff and Airport Attorney, Lloyd Quesenberry, had perused the agreement to ensure the non-

standard agreement did not deviate from the Airport's Standard Sublease Agreement.

Commissioner Little moved to approve the items on the Consent Agenda. Vice Chairman McCormick seconded. Voice vote: all ayes. Motion carried.

V. ACTION ITEMS

A. Acknowledgement of Receipt of July, 2005 Financial Statements/Accounts Receivable Report

Vice Chairman McCormick moved that the Board acknowledge receipt of the July, 2005 Financial Statements/Accounts Receivable Report. Commissioner Simons seconded. Voice vote: all ayes. Motion carried.

B. Larry G. Kempton, Jr. dab Kempton Air Service Ground Lease Agreement

Larry G. Kempton, Jr., owner of Kempton Air Service, provides flight instruction and leases three (3) separate parcels of ground from the Airport Authority. One of the parcels (2851 Aviators Way) contains Kempton Air Service's operations hangar, one parcel (2847 Aviators Way) contains a ramp only tie-down area for aircraft, and the third parcel (2845 Aviators Way) was leased January 1, 2004 (Commencement Date) for the purposes of installing ramp, hangar storage, and a maintenance facility. The third parcel consists of approximately 30,113 square feet.

Since Larry Kempton did not obtain a Certificate of Occupancy or otherwise fully develop the property at 2845 Aviators Way within eighteen (18) months (by June 30, 2005) from the Commencement Date pursuant to Article 4.3 of the Ground Lease Agreement, the Board voted and approved a motion at the June 21, 2005 Regularly Scheduled Board Meeting to extend the lease on 2845 Aviators Way to August 5, 2005. At such time, Mr. Kempton was to present the Authority with planning clearance from Grand Junction Community Development Department by 5:00 p.m. barring any extenuating circumstances. The Airport Authority did not receive Mr. Kempton's planning clearance by the aforementioned deadline, and the lease was terminated effective August 5, 2005.

Mr. Kempton has detailed the following items as extenuating circumstances in a letter dated August 17, 2005 to the Airport Authority Board of Commissioners:

- ✓ Planning clearance was delayed past August 5, 2005 due to the time it took for Mr. Kempton's revised drainage plan to reach Walker Field's engineer in Denver (planning clearance is now available for this project).
- ✓ A July 16, 2005 aircraft accident involving one of Mr. Kempton's aircraft resulted in injuries to personnel and damage to the aircraft.

Therefore, based on the above extenuating circumstances, Mr. Kempton is requesting that the Board reconsider its decision to terminate the Ground Lease

Agreement on 2845 Aviators Way so that he may be allowed to complete his building project.

Staff concurs that the drainage plan changes were agreed to by Mr. Kempton prior to the August 5, 2005 deadline and, final planning clearance was not issued until Walker Field's engineer in Denver received and reviewed the revised drainage plan. Therefore, provided that the Board agrees that the extenuating circumstances are reasonable and Mr. Kempton presents a time line for the completion of the improvements acceptable to the Board, Staff recommended that the Board:

1. Rescind the termination of Larry G. Kempton, Jr.'s Ground Lease Agreement on 2845 Aviators Way and reinstate the Agreement, contingent on Larry G. Kempton, Jr. accepting and agreeing to an Amendment to the Ground Lease Agreement described in item 2 below.
2. Authorize the Chairman to sign an Amendment to Larry G. Kempton, Jr.'s Ground Lease Agreement reflecting the agreed upon construction time line and new completion date, contingent upon Airport Authority Attorney review and approval of the final amendment form.

Staff provided a detailed history concerning the Kempton Air Service Ground Lease Agreement on 2845 Aviators Way leading up to the Airport Authority's decision to terminate the lease, based on the fact that Mr. Kempton was unable to obtain planning clearance from the Grand Junction Community Development Department for his project by the August 5th deadline set forth by the Board in a motion approved at the June 21, 2005 Regular Board Meeting.

Vice Chairman McCormick commented that he had reviewed the minutes of the June 21st meeting which specifically stated that the extenuating circumstances would only be if there was something that happened within the Planning Department that the Airport Authority had no control over.

Mr. Kempton explained that he had submitted the grading and drainage plan to the City and stated that everything was good at the City; however, the Airport Engineer requested additional details concerning drainage plans including areas outside of the leasehold area. He added that he ran into a time crunch due to the time involved in working with the City, Airport Engineer and Staff daily in order to get the revised plans in and approved in time to meet the August 5th deadline. He stated that when he received planning clearance on August 10th it was indicated "per their August 5th approved drawings."

Chairman Springer asked Mr. Kempton what date he had applied to the Planning Department.

Mr. Kempton responded that he had applied in June, however a minor site plan was submitted sometime in April which included paving the area with the intent to build hangars sometime in the future. He added, however, the pavement plan was abandoned because it would not meet the completion deadline. It was then proposed that a hangar be built on the parcel and that the material that was on the

site would be used as base material and the remaining area of the parcel would be paved.

Commissioner Palmer asked Mr. Kempton why the leasehold improvements were not completed within the 18 months.

Mr. Kempton answered that it was probably a decision-making process in his business and in deciding what he needed to do.

Commissioner Palmer questioned Mr. Kempton if he was aware that he had 18 months to complete the project.

Mr. Kempton responded that he was aware and he thought that, in talking to Staff, he could go ahead with the asphalt for tie-down area, that it would suffice, and then build hangars as time went on. He added that in discussions with Staff it was obvious that he might not meet the required leasehold improvement deadline so it then became a hustle.

Commissioner Simons questioned what the lease outlined initially when Mr. Kempton signed it in January 2004 and if it specified completion of a hangar building.

Mr. Kempton stated that the lease specified "completion of improvements."

Commissioner Simons asked if the lease covered the type of improvements that were to be completed.

Staff stated that the lease application Mr. Kempton submitted indicated that he planned to put a hangar on the property.

Mr. Kempton responded that he believed he indicated a ramp and/or hangar and it was his assumption that a ramp area would fit the requirement.

Chairman Springer asked Mr. Kempton what date he had received comments back on his plans from the City. Mr. Kempton responded that it was somewhere around July 19th or 21st.

Chairman Springer asked if there was comments from the City that required additional work from the Airport Engineer.

Mr. Kempton responded that basically you always get comments back if there are other items that need to be submitted or need to be improved upon. He added that it was his belief the City Engineer didn't have a problem with the plans but the Airport Engineer did.

Staff commented that the drainage issue was a concern particularly in that leasehold area and that the Airport Engineer reviewed not only Mr. Kempton's parcel, but the parcel located south as well. Staff explained that everyone was pretty much in agreement with the concept but the plans had to be drawn properly so that everyone understood the concept.

Commissioner Palmer questioned if the improvements were initially to be ramp alterations and to then become a hangar later on.

Mr. Kempton responded that he had submitted a minor site plan in April as a ramp.

Staff stated that he did not submit that plan to the Airport Authority and Mr. Kempton commented that he had submitted it to the City.

Staff added that Mr. Kempton submitted the plan to the City after he had already had the material in place. Staff added it started out as a ramp that was unauthorized by the Airport Authority and the material did not meet the Airport Architectural Covenants, and then Mr. Kempton changed the plan to include a hangar with some ramp around it.

Attorney Quesenberry referred to Commissioner Simmons' earlier question and commented that the lease states "the tenant shall have 18 months from the commencement date to obtain a Certificate of Occupancy or to otherwise fully develop the property."

Chairman Springer questioned Mr. Kempton whether the extenuating circumstances were a result of a City issue or the Airport Engineer's request to review the drainage plans.

Mr. Kempton responded that when comments are sent back to the City they are placed at the bottom of the pile and stated that both he and Staff were in touch with the City in an attempt to move their review date up.

Staff stated that the Airport Engineer didn't have final drainage plans until August 7th or 8th.

Mr. Kempton commented that he submitted them on August 2nd.

Staff stated that the Airport Engineer wasn't able to review them until after the 5th.

Chairman Springer asked if there were anymore questions from the Board before a motion was placed.

Commissioner Little stated he would like to hear more about a new time line.

Commissioner Palmer commented that the Board was already beyond the June 30th time line in dealing with this issue, and based on what he was hearing from Mr. Kempton as well as feedback from the Planning Department he questioned if there was a compelling reason to put a lease back into place.

Chairman Springer asked Mr. Kempton to respond to Mr. Little's request in regards to his anticipated new time line.

Mr. Kempton responded that he has his engineer's drawings for the hangar building and foundation and that he's been to the Building Department to determine what is required for a permit. He added that initially he would need to get a foundation permit and start on the foundation as soon as possible. He reported that he had contacted a concrete contractor who informed him that there might be a shortage on concrete and, based on that, the foundation could be up in five weeks to two months depending on weather since the rainy season can cause problems with laying of the foundation. He stated that the building contractor estimated a three-to-four-month process in erecting the building, which also depends on the weather.

Chairman Springer asked Mr. Kempton if a six-month time line was what he was inferring.

Mr. Kempton responded that six months would be a good time frame. He added, however, with the extensive building in the Grand Valley and the delay in getting permit approval, a time frame on the outside would be 12 months no matter what.

Commissioner Palmer agreed with Mr. Kempton in that there's a shortage of concrete to deal with all of the construction in the Valley that is underway.

Chairman Springer asked Commissioner Little if Mr. Kempton had adequately answered his question.

Commissioner Little responded that it was helpful.

Commissioner Simons commented that Mr. Kempton's past history over the last year and a half of signing a lease and not performing, placing material on the property without approval, and then scrambling at the end with excuses as to why it didn't happen again has put the Board in a precarious position. He added that it sets a precedent that says anybody can sign a document and if they really don't mean it at the end of the day, we'll revisit it and say, "okay well I guess we'll let you off the hook." He asked Mr. Kempton if he understood the difficult position he had put the Board in.

Mr. Kempton responded that he totally understood.

Commissioner Simons continued it appeared that when the first 18 months was going on Mr. Kempton didn't really care what he signed and that he pretty much did whatever he wanted to do. He added that it was frustrating to him to have a tenant who in some ways just deliberately strung the Board along and did things without permission and tried to operate under the radar and then come to the Board and plead for leniency at the end when he missed the deadline again. He stated that it would set a horrible precedent if the Board was to let Mr. Kempton off the hook at this point and he had a problem with that.

Mr. Kempton responded that he believed this was the first lease that had been terminated at the Airport. He explained he understood the Board's frustration but added he knew there were other tenants who had been allowed two, three, four and five addendums in order to finish their improvements. He added that he

didn't want to fall into that program and commented that when he built his first hangar it was completed in approximately four months. He stated that this particular situation has gotten out of control and that it was his intent to get on it now and finish it as fast as possible.

Vice Chairman McCormick asked Mr. Kempton what would happen to the \$73,000 that he had paid on the building.

Mr. Kempton responded that the building was in the construction process and that when he signed the contract for the building on June 1st it was done so with every intention of not backing out.

Vice Chairman McCormick stated that he didn't think Mr. Kempton had mentioned that he had ordered a building at the June 21st Regular Board Meeting.

Mr. Kempton responded that he in fact had discussed the building with Commissioner Simons and showed him the plans.

Commissioner Simons recalled that he had seen the plans and questioned why Mr. Kempton had ordered a building without planning clearance.

Mr. Kempton stated that he didn't have planning clearance nor a 7460 and when he talked to the Denver district office they informed him that a 7460 should take four weeks. Mr. Kempton stated it took three months. He added that right now every lease that has occurred at Walker Field that has 45 days to get planning clearance and to get a 7460 is a violation and it always has been because it's not realistic to get a 7460 in that time frame. He commented that he should have started last January.

Commissioner Simons stated that that was it in a nutshell.

Chairman Springer referred to Mr. Kempton's comment concerning Airport leases that have been granted addendums. He stated that to his knowledge the Board has never granted an extension on a lease if there was no construction progress towards final improvements on the leasehold.

Mr. Kempton commented that the work he had already undergone for just the dirt work was \$20,000.

Commissioner Simons responded that Mr. Kempton had done that work without approval.

Mr. Kempton answered that he had assumed that this stuff happens on other leasehold property at the Airport and therefore it was okay.

Commissioner Simons responded that it hadn't happened on his watch.

Commissioner Little informed Mr. Kempton that from the Board's point of view his activities during the past twenty months as rather cavalier. He defined the meaning of cavalier as a person who doesn't do things by the numbers; he doesn't

do things on the day he says he will do them. He commented that he wished Mr. Kempton had come to the Board Meeting with a time frame and a personal commitment rather than the cavalier attitude that he has displayed.

Mr. Kempton responded that right now he is making the commitment of buying the building and committed to accomplishing a goal and he would do so if the Board allows him to.

Commissioner Palmer stated that Mr. Kempton made a commitment to buy the building 28 days before his lease term timed out and that he didn't send his deposit in until the 2nd of June when the 30th of June was the 18-month deadline for completion of leasehold improvements.

Chairman Springer asked if there was any further discussion and questioned Mr. Kempton if he had anything further to say.

Mr. Kempton stated that he was trying to be as true and honest and up front as he could.

Chairman Springer stated the matter at hand was a request by Mr. Kempton that the Board rescind its earlier decision to terminate his lease without planning approval clearance by August 5th.

Attorney Quesenberry recommended that if the Board was so inclined a reinstatement would be conditional upon accepting certain amendments that the Board would discuss, and he would envision those amendments would be in the nature of what Commissioner Little had discussed earlier. For example, the lease would be reinstated subject to amendment number one which in substance shall contain the condition that "x" is done by "y" date and "z" is done by whatever date, because the situation is so far beyond the mechanisms built into the lease as far as timing that Staff would not have any guidance as to whether Mr. Kempton is or is not moving forward and complying with the lease.

Commissioner Palmer stated that Attorney Quesenberry's statement presupposes a reinstatement. He asked Mr. Quesenberry what the Board's options were.

Attorney Quesenberry responded that if the Board is inclined to reinstate that he had no opinion.

Commissioner Palmer commented just so he understood the context of the discussion, the Board's options were to either deny reinstatement or to reinstate with whatever criteria and time frames the Board deemed appropriate.

Attorney Quesenberry stated that the Board could simply find that there were extenuating circumstances based on their meeting of June 21, 2005 where the Board said Mr. Kempton had until August 5th barring extenuating circumstances. He added that the Board could find there were extenuating circumstances to justify the nonperformance of Mr. Kempton, therefore the lease would be in place and be done with it. He added that he would recommend a course if the Board was so inclined to find extenuating circumstances justifying the nonperformance,

that the Board make it a conditional reinstatement, conditional upon Mr. Kempton accepting the Board's proposed amendment.

Chairman Simons questioned interim Airport Manager Storer if Staff in all good conscious could seriously recommend that the Board rescind the lease termination.

Acting Manager Storer responded that Staff had discussed this issue in great detail and wanted to present the Board with the mechanisms to proceed in their decision and believed that was the way it was outlined in the Board packet.

Chairman Springer referred to another parcel that Mr. Kempton leases at the Airport and asked if the building he had ordered could be placed on that parcel.

Mr. Kempton answered that the parcel couldn't take a building, that it is actually over a storm drain, which was why it ended up being a tie-down ramp.

Chairman Springer once again asked if there was any other discussion or if a Board member would like to present a motion.

Attorney Quesenberry stated he would encourage the Board to at least make a motion asking the Board whether there was extenuating circumstances to justify the nonperformance of the August 5th criteria so that there was a record that the Board attempted to take a vote on it.

He continued that it would be much stronger from a legal standpoint if challenges arose if the Board had attempted to take a vote on the issue. He stated that if a motion was made and there was no second that is fine, or the Board could phrase the motion if it is disinclined to find extenuating circumstances to the effect that the Board does not believe there were extenuating circumstances to justify Mr. Kempton's nonperformance. This way the Board would then set up a right to be heard.

Commissioner Simons questioned Attorney Quesenberry if the Board did in fact decide to rescind its decision to terminate Mr. Kempton's lease, from a legal standpoint should a similar occurrence present itself again, what kind of a position would that put the Board in.

Attorney Quesenberry responded that it would be a much more challenged position.

Commissioner Palmer asked Attorney Quesenberry if he was aware of a precedent to reinstate.

Attorney Quesenberry answered that he was unaware of the Board having terminated any other leases, although he was aware that short-term extensions had been granted. He added that he believed the definition for short term would mean 30 days or 60 days but he was not aware of any lease that had been terminated that had gone beyond 18 months and then been reinstated.

Commissioner Palmer asked if this would be the first lease terminated.

Attorney Quesenberry stated in searching the Airport's records and talking with other counsel he believed this was the first one a Board had ever terminated.

Commissioner Palmer commented that, based on the time frame Mr. Kempton provided the Board, if he had a new lease it could be a year before he was granted a Certificate of Occupancy.

Mr. Kempton responded that a year would be on the outside.

Attorney Quesenberry stated that he would discourage a new lease because it would pick up a new 18-month term.

Mr. Kempton stated he would guarantee it.

Commissioner Palmer reminded Mr. Kempton that he had said that the last 18 months and that wasn't met and then there was an extension and he didn't meet that time frame either.

Commissioner Simons explained to Mr. Kempton his first allegiance was to the Board and the community that surrounds the Airport, and to ensure that Airport Tenants are performing. He added that even though Mr. Kempton had been around the Airport for a number of years it was a tough decision because if this type of situation were to come up again he was concerned as to how the Board should respond.

Mr. Kempton responded that he has had his business at the Airport for 21 years.

Commissioner Simons stated that he thought Mr. Kempton would take better care of business after being around for 21 years and that he couldn't in good conscious weaken the Board by granting him an extension. He added that he was not in favor of it and that it was unfortunate because he felt bad about it.

Commissioner Simons moved to deny Larry G. Kempton's request to rescind the termination of his Ground Lease Agreement on 2845 Aviators Way based on the Board's decision that there were no extenuating circumstances to justify Mr. Kempton's nonperformance. Commissioner Little seconded. Roll call: Commissioner Palmer, aye; Chairman Springer, aye; Commissioner Simons, aye; Commissioner Little, aye; Vice Chairman McCormick, aye. Motion carried.

C. **Request by WS Flyers, LLLP and John C. Beeson for Time Extension to Complete Leasehold Improvements**

WS Flyers, LLLP and John C. Beeson (Tenants) entered into separate Ground Lease Agreements on January 1, 2004 on two (2) parcels in the C1A extended area (Lease Parcels 1 and 3). Several adjoining tenants collectively agreed to contract with Paul Wisecup (WS Flyers, LLLP) to construct their hangars. The eighteen- (18) month time to develop the property expired on June 30, 2005, and the Tenants requested and were granted an extension of time to complete the

improvements to September 30, 2005. Currently, the Tenants are not sure that they will be able to complete the improvements by September 30 and are requesting a thirty- (30) day extension to October 30, 2005. The hangar is under roof, and most of the ramp is in place.

Since the Tenants have timely submitted their plans to Grand Junction Community Development Department in addition to the Airport Authority and are almost finished with their project, Staff recommends that the Board extend the Tenants' time to complete improvements for thirty (30) days to October 30, 2005 and take no further action at this time regarding the possible Ground Lease Agreement Default for each Tenant. Staff also recommended that the Board authorize the Airport Manager to sign a Second Addendum to both Ground Lease Agreements extending the time to complete improvements to October 30, 2005, subject to all of the provisions of the Ground Lease Agreement.

Mr. Wisecup of WS Flyers, LLLP apologized for the need to request a second extension and indicated the delay was for the most part due to the shortage of concrete. He added they have a Certificate of Occupancy on 25% of the project and indicated that it was their intent to have the improvements completed prior to the October 30, 2005 extension requested of the Board.

Vice Chairman McCormick moved to approve the Tenant's time to complete improvements for thirty (30) days to October 30, 2005 to complete improvements and take no further action at this time regarding the possible Ground Lease Agreement Default for each Tenant, and authorize the Airport Manager to sign a Second Addendum to both Ground Lease Agreements extending the time to complete improvements to October 30, 2005, subject to all of the provisions of the Ground Lease Agreement. Commissioner Simons seconded. Voice vote: all ayes. Motion carried.

D. Appointment of a Search Committee

Chairman Springer appointed the entire Board to be members of a Search Committee for the purpose of discussing the new Airport Manager applications. There were no objections from the Board.

VI. DISCUSSION ITEMS

VII. AIRPORT MANAGER'S REPORT

Chairman Springer questioned the status of the time line for PFC applications.

Acting Airport Manager Storer explained that there is a time line crunch due to the fact that there is a shortage of staff to oversee the flow of PFCs. He added that he has suggested hiring the services of Leibowitz & Horton AMC to process the PFC applications and that the costs to do so were eligible under the PFC program.

Commissioner Palmer questioned the status of Mesa Café.

Acting Airport Manager Storer stated that a portion of the 4th ATO area has been leased to them to run a coffee and snack area that would be open early in the morning and closed

while the restaurant is open. He commented that this would be a minor addition to their lease and did not require Board action.

Commissioner Palmer asked if Staff would seek assistance in preparing the upcoming budget. Acting Manager responded that a previous Airport auditor would be providing Staff guidance in preparing the financial statements and budget presentation.

Commissioner Palmer requested that the auditor be available when the budget is presented to the Board. Acting Manager Storer agreed that the auditor would be present.

VIII. OTHER ITEMS

A. October Board Workshop

Vice Chairman McCormick commented that if the Board follows the schedule as outlined in the hiring process of the new Airport Manager perhaps a decision on finalists could be made at the Workshop. Discussion ensued and it was agreed that once the Executive Session convened later in the meeting the Board would have a better idea on what would be discussed at the October Board Workshop.

B. Executive Session

Vice Chairman McCormick stated i) that the Board has already established the job search goals, job description, deadlines for applications, requirements for applicants, selection procedures, and the time frame for appointing or employing the chief executive officer of WFAA, ii) that such will not be addressed in executive session, iii) that the Search Committee needs to consider personnel matters and appointment or employment matters, iv) that many of the applicants have requested that their names be kept confidential as much as possible, and v) that when the finalists are identified their names will be released to the public.

Vice Chairman McCormick moved that the Search Committee and the Board go into executive session for the purpose of discussing “personnel matters” among the Search Committee members regarding “appointment or employment matters” in connection with seeking a new Airport Manager. This motion to go into Executive Session is based on the authority found in C.R.S. 24-6-402(3.5) and (4). Commissioner Palmer seconded. Voice vote: all ayes. Motion carried.

Chairman Springer noted that the time was 6:37 p.m. and the Board was entering into Executive Session to discuss “personnel matters” among the Search Committee members regarding “appointment or employment matters” in connection with seeking a new Airport Manager. He added that the Executive Session would be recorded in the same manner as the recording of the open portion of this Board Meeting, and no formal action would be taken during the Executive Session.

Commissioner McCormick moved to exit Executive Session at 9:00 p.m.

IX. ADJOURNMENT

Commissioner McCormick moved to adjourn the meeting. Commissioner Palmer seconded. Voice vote: all ayes. Motion carried. The meeting adjourned at 9:00 p.m.

APPROVED AND ADOPTED THE _____ DAY OF _____, 2005.

Chairman Craig Springer

ATTEST:

Charles S. Novinskie, Deputy Clerk