

MINUTES OF REGULAR MEETING  
December 22, 1981

Members Present: Chairman Rick Enstrom; Commissioners Maxine Albers, H. R. Barnett and Betsy Clark. Airport Manager Paul Bowers and Clerk Mary Ann Harms

Guests Present: Joe Vigil from Western Colorado Minority Association of Contractors, Tony Marchun, David Davis and Joe Bestgen from Avis

Meeting was called to order by the Chairman and the Minutes of the November 24, and December 9, 1981 Minutes were unanimously approved on a motion by Commissioner Clark, seconded by Commissioner Albers.

Mr. Joe Vigil representing the Western Colorado Minority Association of Contractors (WCMAC) questioned the general contractor's use of minorities on the new terminal project. The Authority responded that Centric had followed the Board's April 8, 1981 Policy Statement, which had been formulated between the minorities and the Airport Board and had been accepted by WCMAC last April (Policy Statement attached). Mr. Barnett asked what the Board could do to help the minorities and Mr. Vigil said that Centric had been contacted by WCMAC and had responded they did not need any more MBE's because of C. Mays project participation (C. Mays is not a State certified MBE) and Mr. Vigil wanted to know what minorities were going to be used on the project..

Mr. Bowers said there were two subcontract jobs still open and he would pursue the concern of WCMAC with the general contractor and Centric would respond to WCMAC in writing. Mr. Vigil said that only a couple of the Board members were friendly towards the minority cause and he was only asking for the help Mr. Bowers was offering.

Mr. Marchun appeared before the Board to ask for reimbursal for his 1980 partial crop failure which he attributed to jet fuel residue (fumes) and "atmospheric" conditions at a crucial time in the development of the alfalfa seedlings. The airport's insurance carrier had refused liability based on a general soil condition statement by Mr. Jim Courier. Mr. Marchun had contacted Mr. Courier and was awaiting a letter from him refuting the soil condition as cause of crop failure in Mr. Marchun's case. Attorney Ashby suggested that this new evidence be submitted to the insurance adjuster and that the Board and Mr. Marchun await the results before taking any action.

Mr. David Davis presented a clay scale model of a metal sculpture he would like to be commissioned to build for the front of the new terminal building. The sculpture would be 40 feet long and 4½ feet high depicting five running horses with a Ute Indian in foot pursuit. The piece would be architecturally and aesthetically compatible with the terminal design and would preserve history in art form. The work would cost \$85,000; \$35,000 at the time the work would be commissioned and the balance over two years.

The Board was impressed with the model but would not have the funds available to hire Mr. Davis at this time. Mr. Barnett and Mrs. Albers volunteered to work on a cost share program through various service clubs and the private sector of the community. Mr. Davis invited the Board to visit his studio at 619 33 Road (434-7054). Chairman Enstrom thanked Mr. Davis and said the matter would be taken under advisement by the full Board.

Mr. Bowers discussed the Fourth Amendment to the APCOA contract. This amendment extends the contract on the existing parking lot to the date of beneficial occupancy (dbo) in the new terminal, increases the amount paid to the airport to 85% above \$120,000.00 to \$140,000.00 of gross and 87½% above \$140,000 and increased cash flow to \$4,000/month (contract is now \$2,500/month with 80% above \$100,000/year gross). It also gives APCOA the first right to negotiate for the new terminal parking concession. The Board wanted paragraph four containing the first right clause deleted from the amendment. Mr. Bowers said APCOA agreed to rental increases in context with first right clause and he would pursue negotiation with APCOA and report back to the Board.

The gift shop lease is now on a month to month holdover and Mr. Bowers said he would like to extend their contract to new terminal dbo. He noted a year ago the Board had stated that all current tenants be given first right of refusal to the new terminal and was this still the Board's position. The Board informally agreed there would be no more "first rights of refusal", with in-terminal concessions to be bid with the Authority retaining the right to reject any or all bids.

The rent a car bid package is now out and has some contract areas that needed to be reworked. Avis Attorney Al Henderson had been in touch with Mr. Bowers and would be working with him on the matter. It was suggested and informally approved, that the prebid conference be delayed a week (to 1/13/82) and the bids be taken a month later (on 2/9/82).

Chairman Enstrom suggested that the new terminal restaurant negotiations be delegated to the Airpark Committee. Commissioner Barnett said Attorney Nelson would proceed with them as quickly as possible but Mr. Barnett did not believe the matter would be resolved by the next meeting. The restaurant would not again appear as an agenda item until the Airpark Committee had recommendations for full Board action.

The Accounts Payable were unanimously approved on a motion by Commissioner Clark and seconded by Commissioner Albers. Accounts Receivable were also reviewed.

The meeting adjourned at 8:07 A.M.