



**REQUEST FOR PROPOSALS (RFP)
GENERAL AVIATION/FIXED BASE OPERATOR (FBO)
SERVICES AND FACILITIES
ASPEN-PITKIN COUNTY AIRPORT
NOTICE TO PROPOSERS**

Pitkin County (County) hereby requests proposals from all interested and qualified proposers desiring to establish and provide **GENERAL AVIATION FIXED BASE OPERATION (FBO) SERVICES AND FACILITIES AT THE ASPEN-PITKIN COUNTY AIRPORT** (Airport).

More information is available online at www.BidNetDirect.com/Colorado.

Any and all questions, or requests for clarification, must be submitted by 4:00 PM MT on December 6, 2022. ~~Questions and requests for clarification will only be accepted via email at procurement@pitkincounty.com.~~ *Revised to December 20, 2022 with issuance of Addendum #3*

Proposal documents must be uploaded to the BidNet Direct website no later than 2:00 PM MT on January 17, 2023. ~~Revised to February 16, 2023 with issuance of Addendum #6~~

Published in the Aspen Daily News: August 15, 2022 and August 22, 2022

The County intends to award a FBO Lease and Use Agreement (Lease and Use Agreement or Agreement) to conduct FBO services and operations at the Airport to the most qualified Proposer in accordance with the criteria set forth in this Request for Proposals (RFP).

The County reserves the right to reject any and all proposals and to waive any informality in the RFP process to the extent permitted by applicable law, and to accept any proposals, which in its sole discretion, is in the best interest of the County, if permitted by applicable law. Any omission, inaccuracy, or misstatement may be cause for rejection of a proposal.

The County further reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

**PITKIN COUNTY
General Aviation/Fixed Based Operation Services and Facilities at Aspen/Pitkin County
Airport**

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**GENERAL INFORMATION TO PROPOSERS
GENERAL AVIATION/FIXED BASE OPERATOR (FBO)
SERVICES AND FACILITIES
AT THE
ASPEN-PITKIN COUNTY AIRPORT**

ISSUED: August 8, 2022

DUE: January 17, 2023 by 2:00 PM MT

**Revised to February 16, 2023 with issuance of Addendum #6*

I. TITLE VI SOLICITATION NOTICE

Pitkin County (the County), in accordance with the provisions of Title VI of the Civil Rights Act of 1964(78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d.4) and the applicable regulations, hereby notifies all Respondents that it will affirmatively ensure that any Agreement entered into pursuant to this Public Notice, disadvantaged business enterprises will be afforded full and fair opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR Part 26 apply to the Agreement that the County may award as the result of this RFP. It is the policy of the County to practice nondiscrimination based on applicable statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”), be excluded from participating in any activity conducted with or benefiting from Federal assistance. Nondiscrimination requirements shall apply to the Selected Respondent for the period during which the Selected Respondent, or its successor, operates at the Airport and the County remains obligated to the Federal Aviation Administration (FAA). This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

II. INTRODUCTION

Pitkin County (hereinafter called the “County”) is soliciting proposals from experienced Proposers, with the intention of choosing the most qualified Proposal offering the “Best Value” to the Airport and greater Aspen/Pitkin County Region to develop, construct, operate, maintain, and manage and supply the services of a first-class, state of the art, FBO at the Aspen/Pitkin County

Airport (the Airport or ASE) located at 0233 E. Airport Road, Suite A, Aspen, CO 81611. The County intends to award a FBO Lease and Use Agreement (Lease and Use Agreement or Agreement) to the most qualified Proposer offering the best proposal for operation and services to be provided to the public as well as plans for improvement of the Premises, as defined herein, in accordance with the criteria set forth in this RFP.

Pitkin County includes the communities of Aspen, Snowmass, Woody Creek, Old Snowmass, Meredith, Thomasville, Redstone and portions of the town of Basalt. As public servants, we work in the public trust to ensure quality of life and experience in the County for present and future generations.

Organizational Values: Pitkin County embraces the following values to promote public trust and confidence in County Government.

Stewardship: We strive to leave our natural environment, community, public assets, and organization in better condition than we found them for current and future generations.

Ethics: We hold ourselves to high standards of honesty and dependability in the conduct of county business.

Excellence: We are committed to providing quality services that are accessible, accurate and innovative to meet our community's needs.

Collaboration: We work together as employees and with citizens and other government, non-profit and private sector organizations helping each other succeed in promoting and achieving the public's goals.

Open Communication: We are committed to listening to our citizens and partners and to giving accurate and timely information.

Positive Work Environment: We appreciate dedicated and knowledgeable employees and support their professional and personal growth.

Additional information about the County may be found on the County's website at: <http://www.pitkincounty.com/DocumentCenter/View/4468>

III. AIRPORT BACKGROUND AND GENERAL AVIATION INFORMATION

A. THE AIRPORT

The Airport is a single runway, primary commercial service airport located approximately three (3) miles northwest of the City of Aspen, Colorado, at an elevation of 7,837-feet. Air traffic at the facility is served by an on-site FAA Air Traffic Control Tower facility.

ASE is Colorado's third busiest commercial service airport, enplaning approximately 285,000 passengers annually. The Airport handles approximately 50,000 aircraft operations, of which approximately 80-percent are classified as general aviation. The Airport has a mix of year-round and seasonal commercial air service provided by United Airlines, American Airlines, and Delta Airlines, which operate from the existing 44,000 square-foot terminal building. The Airport has one FBO, and extensive general aviation jet activity, particularly during the winter and summer seasons.

Based on the Airport's current configuration, all aircraft operating to/from the Airport must not have a wingspan greater than 95-feet. The Airport utilizes primarily opposite direction operations (ODO) due to close in terrain and to facilitate aircraft away from downtown Aspen. An operational curfew is in effect at the Airport between the hours of 2300 and 0700 local time. ASE does not offer U.S Customs, Immigrations, and United States Department of Agriculture services and all foreign originating aircraft must pre-clear prior to arrival at the airport.

The County recently completed a robust Community Visioning Process which outlined specific recommendations for the future development and operation of the Airport. These recommendations, many of which will be applicable to the future FBO, were codified in Pitkin County Board of County Commissioners Resolution 105-2020 – ASE Vision Committee Common Ground Recommendations, included as **Appendix A**. Additional information as to the inclusion of these recommendations into the respondent's submission and how they will be evaluated as part of the selection process is discussed in this RFP.

B. FBO HISTORY

ASE is currently served by one (1) FBO, Atlantic Aviation FBO, Inc. (referred to hereafter as "Atlantic"). In 1992, the County issued an RFP process for the lease and operation of certain land and FBO facilities at the Airport. As the result of this RFP process, the County selected Aspen Base Operations (ABO), and in October 1993 the parties entered into an FBO Agreement (current FBO Agreement), as well as a Redevelopment Agreement. Through the current FBO Agreement, the County granted ABO the lease and use of a portion of the Airport's general aviation facilities, while the Redevelopment Agreement established the terms and conditions for the construction of facilities by ABO to serve general aviation customers at the Airport.

The current FBO Agreement has a term of 30 years and expires on September 30, 2023. In October 2005, ABO assigned its interest in the current FBO Agreement to Trajen Flight Support, LP (Trajen). In June 2006, Atlantic acquired Trajen and assumed the rights and responsibilities of the current FBO Agreement.

"Exhibit A" depicts the areas of the Airport that are assigned to Atlantic and constructed by ABO through the Redevelopment Agreement. The facilities and improvements comprising the leased premises generally include:

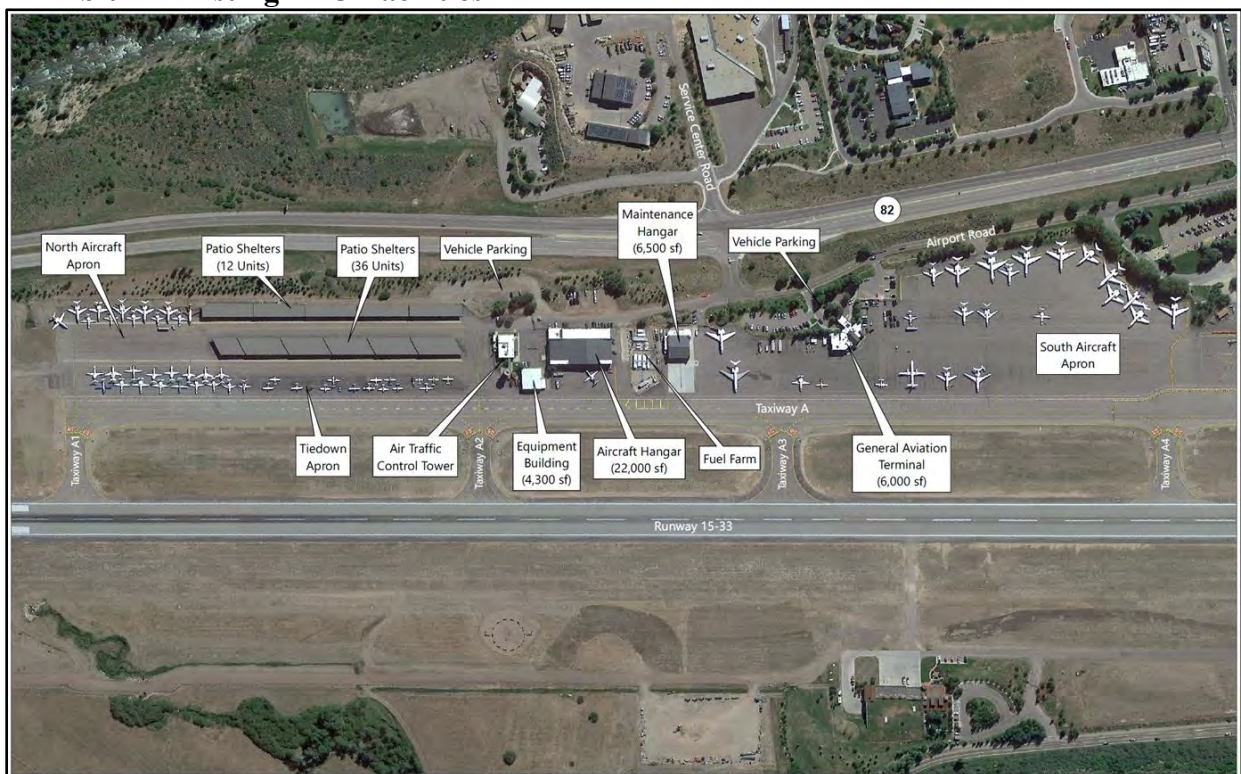
- A 6,000-square-foot general aviation terminal building
- Three aircraft hangars totaling 30,000 square feet of space.
- A fuel farm with the following storage tank capacities:
 - four 25,000-gallon aboveground Jet-A tanks (100,000-gallon capacity) and a single 20,000-gallon JetA fuel tank.
 - one 12,000-gallon aboveground AvGas tank
 - one 2,000-gallon aboveground gasoline tank
 - one 2,000-gallon aboveground diesel tank
 - one 1,000-gallon aboveground waste-oil tank

- A general aviation terminal building loop access road
- 86 automobile parking spaces (three areas)

In addition, the Agreement requires the Lessee to operate and manage the following facilities on behalf of the County:

- 32 tie-downs (100 percent of all rents and fees are retained by the Lessee)
- 48 bay patio shelters (Lessee retains 15 percent of rents and fees; balance is remitted to the County)
 - one double-sided unit with 36 bays
 - one single-sided unit with 12 bays
- Rental car services and associated automobile parking/staging areas
- Other facilities as required by Pitkin County Title 10, Section 10.40.020

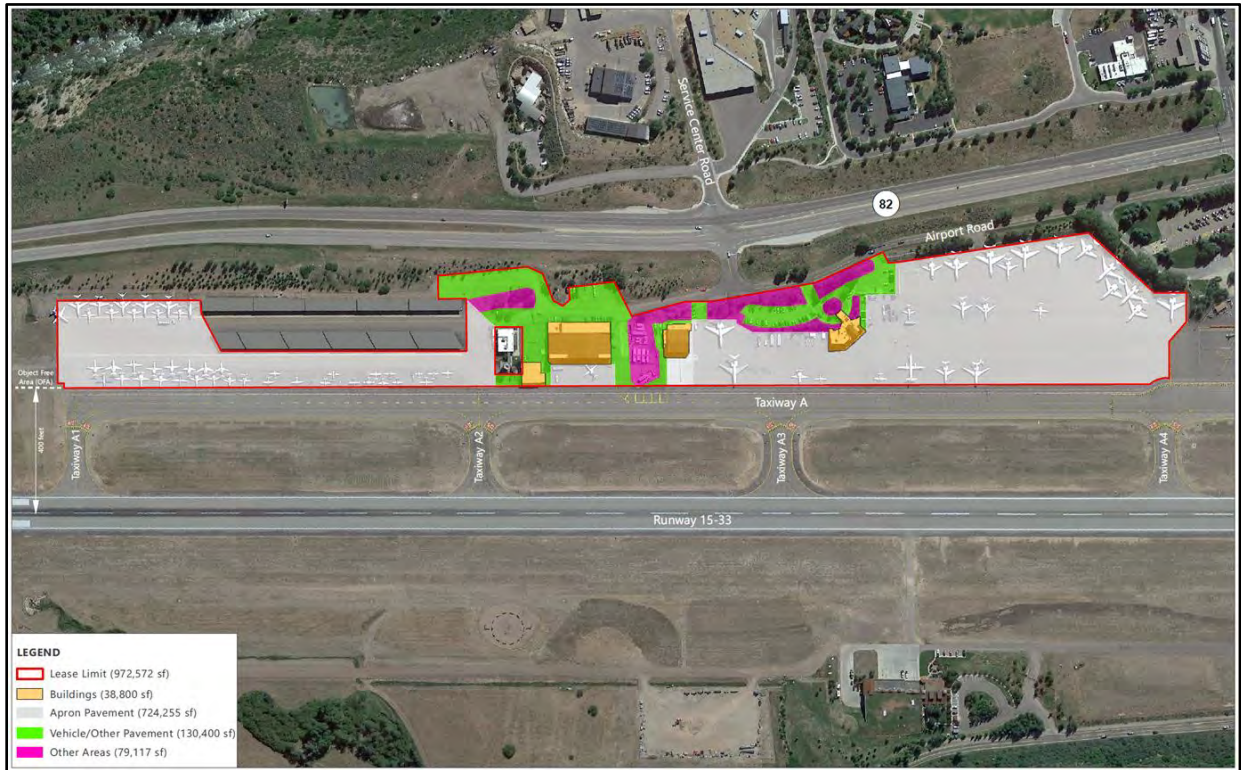
Exhibit A- Existing FBO Facilities



“**Exhibit B**” depicts the limits of the current FBO Agreement leased premises. The leased premises encompasses approximately 972,572 square feet of space consisting of the following:

- Buildings – 38,800 square feet
- Apron pavement – 724,255 square feet
- Vehicle/other pavement – 130,400 square feet
- 32 aircraft tie-down positions
- other areas – 79,117 square feet

Exhibit B - FBO Lease Limits



The FBO Facilities depicted on “**Exhibit A**” were originally configured into two distinct lots (Lot 1 and Lot 2). When State Highway 82 was relocated, Lot 2, the area to the north of the air traffic control tower, was adjusted and the County granted additional land at no extra cost or rent to ABO. The County and ABO further adjusted the leasehold area in 2001, as more fully described in a Redevelopment Agreement. The current FBO Agreement sets forth certain fees and payments that Atlantic is required to submit to the County for the use, occupancy, and privileges granted by the County, including:

- Minimum annual guarantee (MAG) fuel flowage fee
- Fuel flowage fee – excess over the MAG
- Rent
- Monthly patio shelter fees

Throughout the term of the current FBO Agreement, these fees and rents have been periodically adjusted. In addition, the fuel flowage fee is set by Ordinances approved by the Pitkin County Board of County Commissioners (Board). The Board adjusts the fuel flowage fee at its discretion.

The Agreement also requires that the Lease holder provide office and support space for Specialized Fixed-Based Operators (S-FBO), as defined and required in the Airport Minimum Standards (**Appendix B**).

Currently, the following S-FBOs are operating within the leased premises under separate agreements with Atlantic:

- WestStar Aviation (aircraft maintenance) – subleases hangar/office from Lessee
- Mayo Aviation (aircraft charter) – subleases hangar/office from Lessee
- Bubba Air (aircraft charter) – subleases office from Lessee
- Aspen Aero (flight instruction and aircraft Rental) – subleases office from Lessee

In addition to providing commercial aeronautical services to the public, as described in the current FBO Agreement and the Airport Minimum Standards, Atlantic is required to maintain, repair, and equip all facilities at its own expense and pay for the cost of utilities. The current FBO Agreement is structured to be a triple net lease, whereby Atlantic is obligated to pay all taxes, insurance, and maintenance for the facilities included in the leasehold area. The County currently provides snow removal on the aircraft parking apron.

Concurrent with execution of the current FBO Agreement, the County and ABO entered into a Redevelopment Agreement, which established the scope of improvements ABO would finance and construct at the Airport. This scope included the demolition of then existing FBO facilities and construction of the following:

- General aviation terminal building and aircraft parking apron
- Automobile parking areas
- Fuel farm
- Storage hangar and aircraft parking apron
- Repair and maintenance hangar/shop and aircraft parking apron
- T-hangar facility
- S-FBO facility
- Deice pad facility

Through subsequent amendments to the Redevelopment Agreement, both the County and ABO agreed to delete the requirement for ABO to construct the S-FBO facility, T-hangar facility, and deice pad facility. In September 2001, the County and ABO entered into an amendment to the Redevelopment Agreement acknowledging that ABO had completed, and the County had accepted, all facilities constructed by ABO under the Redevelopment Agreement. At the same time, the County and ABO entered into an amendment to the Agreement that adjusted the boundaries of the leased premises to allow the County to assume a portion of the north ramp area for construction of patio shade hangars. Upon expiration of the Agreement, all facilities and improvements constructed by ABO both prior to, and through the Redevelopment Agreement, are to revert to the ownership of the County.

C. HISTORICAL ACTIVITY

The following represents historical data pertaining to FBO services and activity at the Airport:

HISTORICAL GENERAL AVIATION AND AIRLINE IN-TO PLANE FUEL VOLUMES (FY 2015 – FY 2019) 2020 #'S NOT CONSIDERED DUE TO COVID.

	ACTUAL FY 2015	ACTUAL FY 2016	ACTUAL FY 2017	ACTUAL FY 2018	ACTUAL FY 2019	CAGR 2015-2019
Jet-A Fuel Sales (gallons)	3,842,191	4,209,196	4,392,275	4,076,412	4,327,682	3.0%
100 LL Fuel Sales (gallons)	28,028	32,966	40,825	24,389	31,757	3.2%
Airline in-to plane (gallons)	2,157,087	2,601,432	3,106,374	3,963,861	3,902,011	16.0%

NOTES:

Fiscal years ending December 31.

FY – Fiscal Year

CAGR – Compound Annual Growth Rate

SOURCE: Pitkin County, January 2021.

HISTORICAL RENTS AND FEES (FY 2015 – FY 2019) 2020 #'S NOT CONSIDERED DUE TO COVID

	ACTUAL FY 2015	ACTUAL FY 2016	ACTUAL FY 2017	ACTUAL FY 2018	ACTUAL FY 2019	CAGR 2015-2019
Fuel Flowage MAG	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	0.0%
Fuel Flowage Excess	\$344,426	\$389,059	\$411,972	\$372,096	\$403,133	4.0%
FBO Rent	\$190,199	\$197,807	\$205,719	\$218,184	\$211,829	2.7%
GA South Ramp Space Rental	\$4,781	\$2,954	\$1,469	\$5	\$0	0.0%
Monthly Patio Shelter Fees	\$183,442	\$187,037	\$196,273	\$208,427	\$196,518	1.7%
Total FBO Rents and Fees	\$842,848	\$896,857	\$935,433	\$918,712	\$931,480	2.5%

NOTES:

Fiscal years ending December 31.

FY – Fiscal Year

CAGR – Compound Annual Growth Rate

MAG – Minimum Annual Guarantee

FBO – Fixed-Base Operator

GA – General Aviation

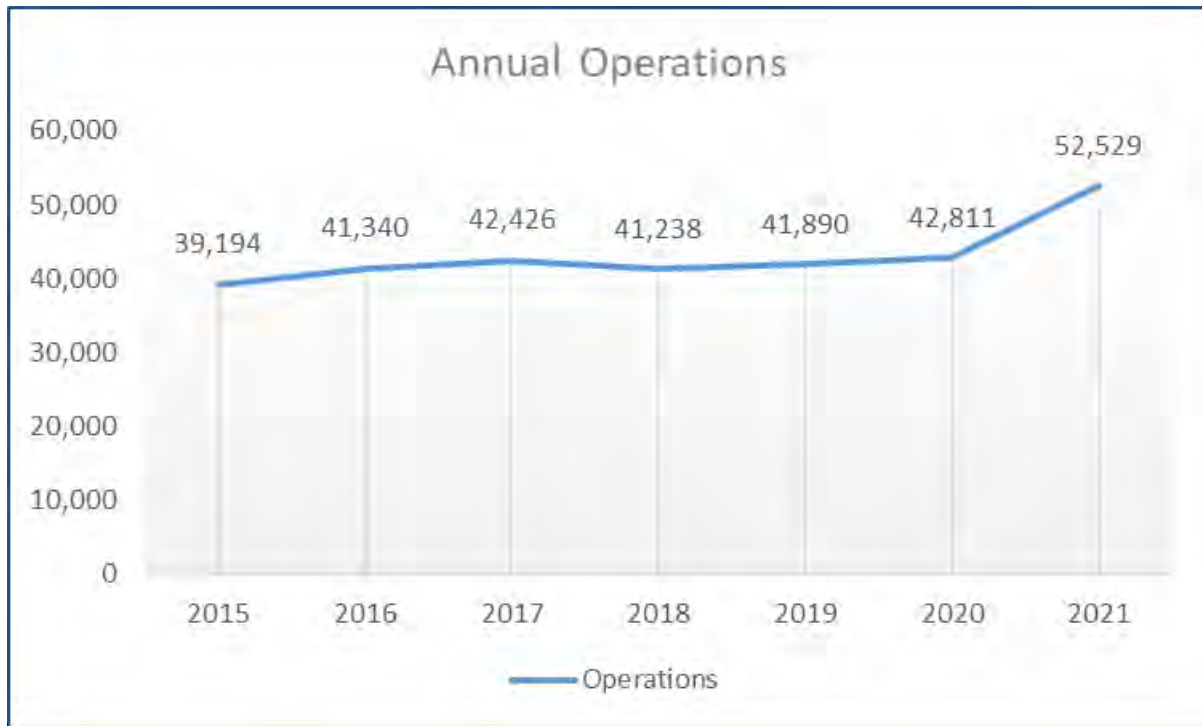
SOURCE: Pitkin County, January 2021.

CURRENT NUMBER & TYPE OF BASED AIRCRAFT

AIRCRAFT TYPE	NUMBER OF AIRCRAFT
Jet	13
Multi-Engine	10
Single-Engine	66
Helicopter	5
Gliders	1
Total	95

SOURCE: Pitkin County, January 2021.

HISTORICAL AIRCRAFT OPERATIONS (CY 2015 – CY 2021)



Source : FAA Air Traffic Activity System (ATADS)

D. MINIMUM STANDARDS

The County has promulgated Minimum Standards for commercial and noncommercial general aviation operations at the Airport. The Selected Respondent must satisfy the requirements set forth in the Minimum Standards. All Respondents must identify the FBO Services and Facilities proposed to be provided, which must not be less than those required under the Minimum Standards. **Appendix B** contains Title 10 – Airport (Minimum Standards) of the Pitkin County Code.

The County reserves the right to amend the Minimum Standards from time to time as it deems appropriate.



**SCOPE OF SERVICES AND OBLIGATIONS
GENERAL AVIATION/FIXED BASE OPERATOR (FBO)
SERVICES AND FACILITIES
AT THE
ASPEN-PITKIN COUNTY AIRPORT**

I. ENVIRONMENTAL MATTERS

For purposes of this RFP, and without any due diligence undertaken by the County, it is assumed that the Premises to be offered by the County for the Selected Respondent’s FBO is free and clear of any and all environmental contamination. The Selected Respondent may, but is not required to, undertake any reasonable environmental due diligence, including a Phase I and/or Phase II environmental assessment prior to the execution of the Agreement. The Selected Respondent will be responsible for any environmental condition existing on the Premises, unless prior to the execution of the Agreement, the Selected Respondent completes the foregoing environmental assessment(s) which identifies a pre-existing environmental condition. In such event, the Selected Respondent shall not be responsible for any pre-existing environmental conditions existing prior to the execution of the Agreement, provided, however, the Selected Respondent shall be responsible for any pre-existing conditions to the extent the Selected Respondent’s operations exacerbate, aggravate or otherwise adversely impact such pre-existing conditions. If the parties disagree as to the pre-existing condition of the Premises, the Selected Respondent bears the burden of proof regarding any pre-existing condition at the Premises.

After execution of the Agreement, the Selected Respondent shall, at its sole cost and expense, be responsible for all environmental conditions at the Premises, irrespective of who/what causes the environmental condition.

The FBO Services and Facilities are subject to all applicable Federal, State County and relevant Local environmental laws and regulations, including those implementing the National Environmental Policy Act (NEPA), as may be amended or superseded from time to time.

II. PREMISES

“**Exhibit B,**” along with the description provided in the accompanying section of the RFP above and the West Side Development Area, as defined herein, constitute the Premises being offered for lease and use by the County through this RFP.

III. OBJECTIVE

The County's objective is to enter into an Agreement with an established and responsible business entity to assume the existing FBO operations and subsequently develop, operate and maintain the FBO services and facilities at the Airport, including (1) providing services that will meet the needs of airline, corporate, general aviation, and military uses; (2) provide a high-quality of standard service and value to all users; and (3) develop and operate in a manner reflective of the Aspen Region.

Each applicant that submits a Proposal in response to this RFP will hereinafter be referred to as a "Respondent." For purposes of this RFP, "Proposal" means the proposal submitted by a Respondent in response to this RFP. To be eligible for the County's review, each Respondent and Proposal submitted must satisfy the qualifications and submittal requirements set forth in this RFP. All Respondents are encouraged to carefully read this entire RFP and its Forms/Appendices/Exhibits/Attachments before submitting a Proposal. The statements made by the Respondent in their proposal to address the requirements of the RFP may become part of the Agreement.

The Selected Respondent shall be solely responsible for the design, construction, financing, operating, and maintaining all improvements necessary for the operation of its proposed FBO Services, including, without limitation, the New FBO Facilities. The Selected Respondent shall also be responsible for all financing, improvements, ongoing maintenance, and repairs of the existing FBO Facilities once acquired, and any demolition and/or removal of any buildings or infrastructure as needed.

Respondents must provide in their respective proposals, a detailed proposed scope of how they will meet the County's objectives for the continuity of operations during the construction of improvements for the West Side Development Area and East Side Redevelopment Area. Respondents must also provide a detailed scope of their anticipated development plans to meet the County's objectives for this project as set forth in BOCC Resolution 105-2020 (Appendix A) of this RFP.

IV. SCOPE OF SERVICES

A. PURPOSE

The purpose of this RFP, in accordance with the objectives of Aspen Pitkin County Board of Commissioners (BoCC) Resolution 105-2020 and FAA regulations is to select one (1) qualified Respondent to develop, construct, operate, maintain, and manage first-class, state of the art, FBO facilities and services at the Airport. The contents of this RFP are provided as background and general information for Respondents and as a guide for the BoCC, and their designated Selection Committee, to evaluate submitted Proposals.

B. TERM OF AGREEMENT

It is anticipated that the County will award an Agreement that shall be in effect for up to thirty (30) years and rents and charges will commence upon the signatory date on the Agreement.

C. TRANSITION PLAN

The Selected Respondent will provide to County a Transition Plan and participate in meetings facilitated by the County (“Transition Meetings”) to coordinate any transition activities required prior to the Commencement Date of the Agreement. The County will schedule Transition Meetings beginning no later than ninety (90) days prior to the Agreement Commencement Date. The Selected Respondent shall, in good faith, coordinate with the incumbent FBO Agreement and the County during the transition period and shall not impede the operation of the Premises during the transition.

If the Selected Respondent proposes to do any transition work that is approved by the County prior to the Agreement Commencement Date, the Selected Respondent shall enter into a Letter Agreement with the County and provide any necessary insurance.

D. FINANCIAL CONSIDERATIONS

In consideration of the rights and privileges to be granted to the Selected Respondent by the County, the Selected Respondent shall pay to the County as compensation therefor, during each year of the Agreement, certain rentals and fees. The Selected Respondent shall, during Term of the Agreement pay to the County either the Minimum Annual Guarantee (“MAG”) as outlined in the Selected Respondent’s Proposal Form or a Percentage of Gross Receipts Fee, whichever is greater, from its FBO operation at the Airport on an Agreement Year basis. In addition, the Selected Respondent shall also pay to the County Annual Ground Rent and Utility Payments as applicable. Annual Ground Rent and Utility Fees will be paid in addition to the MAG or percent of Gross Revenue as described in this section. The fees described herein shall be paid to the County in lawful currency of the United States of America.

Respondents must include a MAG of at least Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) for the first Agreement Year of the Agreement. Beginning with the second (2nd) Agreement Year and continuing thereafter, the MAG shall be adjusted for each Agreement Year to equal ninety percent (90%) of the total sum paid to the County (MAG or Percentage of Gross Receipts) paid in the prior Agreement Year. Notwithstanding the foregoing, the MAG will never be less than the first Agreement Year. Failure to meet this requirements will result in rejection of the Proposal.

The MAG (or Percentage of Gross Receipts) and Annual Ground Rent shall be adjusted by the County in accordance with Article 5 of the Sample Fixed Base Operator Agreement included in Appendix D of this RFP.

E. MINIMUM QUALIFICATIONS

The following minimum financial and experience requirements have been established as a basis for determining the eligibility of a Proposer:

- Continuous and active experience providing FBO type services during the last ten (10) years;
- Demonstrated experience in the successful operation of a full service FBO;
- Evidence of insurance and insurability;
- Evidence of financial responsibility and viability; and
- Financial capability to construct the proposed West Side Development Area and East Side Redevelopment Area improvements described herein and initiate operations.

F. RESPONSIBILITY OF SELECTED RESPONDENT

Operation of Existing FBO Facilities

The Selected Respondent shall be expected to initially occupy and maintain the Premises shown on "**Exhibit A**" and "**Exhibit B**" and described in this RFP that generally includes:

- General aviation terminal building
- Aircraft parking aprons
- Automobile parking areas
- Fuel farm
- Storage and repair/maintenance hangars
- Tie-down area
- Patio shelters
- S-FBO facilities

The Selected Respondent shall be required, at a minimum, to provide the following FBO Services and Facilities:

- Delivery and dispensing of avgas, jet fuel and aircraft lubricants
- Line services and support
- Aircraft ramp services (including towing, parking guidance, tie-down, etc.)
- Aircraft charter service
- Aircraft maintenance
- Aircraft removal and assistance to disabled aircraft
- Aircraft hangar storage

- Aircraft de-icing, including the storage and disposal of all captured de-icing fluid
- Fuel storage facility
- Passenger and pilot facilities
- S-FBO service support
- Flight planning and information services
- Any other required services set forth in the Minimum Standards attached as **Appendix B**

The Selected Respondent shall be required, at a minimum, to provide FBO Services and Facilities to the public from 0630 to 1130 every day of the calendar year.

G. WEST SIDE DEVELOPMENT AND EAST SIDE REDEVELOPMENT AREAS

It is anticipated that during the Term of the Agreement to be awarded through this RFP that portions of the airfield will be redeveloped to comply with full FAA Aircraft Design Group (ADG) III standards. Per the ASE Vision Committee Common Ground Recommendations, Taxiway B would be shifted 80-feet east to provide the required FAA 400-foot separation between the runway and taxiway centerlines. This realignment of the airfield will impact the Premises to be awarded through this RFP. The generalized anticipated locations for the displacement of general aviation areas are depicted on “**Exhibit C.**” The size and location shown on “**Exhibit C**” is for illustrative purposes only and may be adjusted in both location and size by the County.

In anticipation of changes to the airfield noted in the previous paragraph that will impact the Premises, the County intends to construct on the west side of the Airport an aircraft parking apron in conjunction with implementation of the ASE Vision Committee Common Ground Recommendations. To minimize midfield crossing issues that would be perpetuated by this redevelopment, on an airport serviced by a single parallel taxiway, it is proposed that the apron area constructed on the west side of the airport will be primarily used for based and overflow aircraft parking.

The Selected Respondent will be responsible for the planning, design, financing, and construction of new FBO facilities on the West side of the airfield (West Side Development Area), Phase I, as well as redevelopment of the East Side (East Side Redevelopment Area), Phases II and III, as generally depicted on “**Exhibit C.**”

Exhibit C - West Side Development and East Side Redevelopment Areas and Phasing (Location and scale for illustrative purposes only)



The schedule for completion of required improvements by the Selected Respondent for the West Side Development Area (Phase I) shall be established by the County and the Selected Respondent within three (3) years of the Commencement Date of the Agreement.

The Selected Respondent will also be responsible for the demolition of existing FBO facilities as well as the planning, design, financing, and construction of new FBO facilities on the East side of the airfield (East Side Redevelopment Area) as depicted in “Exhibit C” and noted as Phases 2 and 3, within ten (10) years of the Commencement Date of the Agreement.

Failure on the part of the Selected Respondent to complete construction of the required facilities included in the West Side Development Area and the East Side Redevelopment Area within the timeframe specified by the County grants the County the option to cancel the Agreement and/or revert any structural improvements, back to the County ownership at no cost to County.

The Selected Respondent shall be required to construct the required facilities for the West Side Development Area and the East Side Redevelopment Area within the Premises as designated in the County’s Agreement to be awarded as the result of this solicitation. The facilities to be designed, financed, and constructed at the West Side Development Area and the East Side Redevelopment Area include at a minimum, the following:

West Side Development Area

- Local based aircraft parking facilities to include:
 - 30 tie-down spaces
 - 48 bay patio shelters
- Installation of a self-serve avgas fueling system

East Side Redevelopment Area

- A building of exactly five thousand (5,000) square feet of commercial floor area, including: i) Customer service counter; ii) Customer lounge/restrooms; iii) Flight plan room; iv) Crew lounge/restrooms; and v) Administrative offices.
- A Maintenance Hangar/Shop of exactly five thousand (5,000) square feet of floor area
- An aircraft hangar containing a minimum of 14,4000 square feet with a minimum clear-span height of twenty (20) feet
- GA Aircraft Ramp Areas/GA Parking Areas/GA Aircraft Circulation and Staging Areas. An uncovered, paved area of two hundred eighty thousand (280,000) (est.) square feet.
- Motor Vehicle Parking. A minimum of sixty (60) standard-size paved, uncovered Parking spaces and adequate circulation areas.
- Aviation Fuel Farm consisting of:
 - Three twenty thousand (20,000) gallon Jet A tanks;
 - One ten thousand (10,000) gallon Avgas tank;
 - Leak detection and spill control Equipment and Facilities.
- De-Icing Facilities consisting of:
 - Reclaim pad and Equipment;
 - De-ice fluid tanks;
 - Equipment to apply heated fluid.
- Security fencing, lighting, and gates in compliance with 49 Code of Federal Regulations, Part 1542.
- Other facilities as required by Pitkin County Title 10, Minimum Standards

In addition to the minimum facility requirements and required investment in improvements to the West Side Development Area and East Side Redevelopment Area, (collectively the New FBO Facilities), the Selected Respondent will be expected to operate the FBO in such a manner as to be an industry model for future of general aviation service providers, in both its design and operation. Therefore, as part of the opportunity to provide FBO services at the Airport, the following aspects must be incorporated by the Selected Respondent into the New FBO Facilities:

- Unique and distinctive architectural elements to maintain, enhance, and reflect the local character, culture, and heritage of the City of Aspen and Pitkin County

- Design features to ensure Carbon Neutral/Net Zero attainment including the use of sustainable elements: solar, passive solar, geothermal, electrification of ground equipment. This will include conformance with:
 - LEED Zero Carbon
 - LEED Zero Energy
 - LEED Zero Water; and
 - LEED Zero Waste
 or other such sustainable design guidelines and practices acceptable to the County.
- Achieve carbon offset of fuel based on each gallon of fuel sold (Not to be considered as part of the Carbon Neutral/ Net Zero calculation)
- Offer rental vehicles for general aviation clientele of which 50% must be electric with a plan to move to 100% electric within ten (10) years.
- Provide infrastructure to support electric ground vehicles (Reduce and/or eliminate the use of fossil fueled powered ground service equipment)
- Dispose of used deicing fluid, including adequate facilities to capture and store the fluid
- Design and operate the Premises to minimize operational (noise and emissions) and visual impacts to off-airport and surrounding land uses
- Provide infrastructure to support minimal use of aircraft auxiliary power units (APU) including the limiting of aircraft APU operation to no more than 15-minutes prior to aircraft's departure and 15-minutes following aircraft's arrival.
- Offer the capacity and infrastructure anticipated to meet the needs of electric aircraft and eVTOL aircraft.
- Provide a fuel Farm facility that will have suitable storage and include provisions for Sustainable Aviation Fuel (SAF) including sustainable JetA, No-Lead/Ultra Low Lead AvGas, and bio/sustainable fuels for ground equipment and vehicles (unless 100% electric).
- Offer aircraft apron/ramp facilities configured to minimize "drop and go" operations and implement and manage ICAO aircraft parking and spacing standards
- Infrastructure to access, use, and partner with the proposed Airport MicroGrid.
- Other facility infrastructure and operational requirements to meet the Pitkin County Resolution 105-2020, Pitkin County Title 10 (Airport Minimum Standards), and FAA regulations.

H. DEVELOPMENT REQUIREMENTS

The Selected Respondent shall be required to comply with the Architectural and Engineering standards or requirements promulgated by the County and/or the Airport, as they may be modified or amended from time to time, except to the extent they conflict with FAA requirements, in which case FAA requirements shall control.

The Selected Respondent shall submit to the County, in advance of any work performed, all plans, designs, specifications, shop drawings or suitable sketches for the County's approval. The Selected Respondent will work collaboratively with the County to ensure that the design, functionality, and on-going operations are consistent with County's Organizational Values, BOCC Resolution 105-2020, and applicable Federal Regulations. The Selected Respondent is responsible for all costs associated with the planning, design, and construction of the New FBO Facilities, including the demolition of any existing FBO Facilities.

The Selected Respondent will work in partnership with the County on the construction of the New FBO Facilities. All plans and designs will require approval of the County for standards, aesthetics, character, operation and location.

The Selected Respondent shall be responsible for completing, preparing and submitting all applications, plans, and other documentation from all applicable governmental authorities, including the County, and securing all permits and approvals necessary to construct and operate on the, including payment of any applicable permit and impact fees or other similar costs.

The Selected Respondent may be required to prepare and submit environmental documentation in accordance with FAA and NEPA regulations. Satisfactory compliance and regulatory determinations (if applicable) will be required prior to construction. All costs associated with environmental evaluation and compliance will be the sole responsibility of the Selected Respondent.

The Selected Respondent shall cause all improvements to be lien free, completed at the Selected Respondent's cost in a workmanlike manner and in compliance with all Applicable Laws.

The New FBO Facilities must be constructed and operated so as to achieve LEED Zero certification or other such sustainable design guidelines and practices acceptable to the County. LEED certification shall be achieved using the relevant LEED rating system as established by the U.S. Green Building Council and administered by Green Building Certification, Inc. The Selected Respondent may be required to submit periodic documentation certifying that the New FBO Facilities continue to operate in accordance with LEED Zero requirements. Should the County approve use of other sustainable design guidelines and practices, the Selected Respondent may be required to submit periodic documentation to the County evidencing ongoing conformance with such other sustainable design guidelines and practices.

Prior to any construction, the Selected Respondent shall deliver to the County, Performance and Payment bonds in an amount equal to One Hundred percent (100%) of the respective Contract price, the cost of which shall be paid for by the Selected Respondent unless otherwise stipulated by both parties and documented

in writing. Such bonding shall be drawn in a form and from such company as approved by the County, shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with the approved plans and specifications, and shall indemnify, defend and hold harmless the County and the Selected Respondent, as their interests may appear, their officers, employees and agents against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Selected Respondent's contractor to perform completely the work described therein, and otherwise be in compliance with all applicable Federal, State, and/or Local requirements. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of any such construction contract, and shall include all legal, architectural, engineering and other "soft costs" related to such construction. These bonding requirements shall apply equally to all Construction projects for the duration of the Agreement term, with any additions or alterations to be documented as Amendment(s) to the original Agreement.

Physical bond documents must be mailed, with raised seal intact, to the below address:

Pitkin County, Colorado
Attn: Jeanette Jones
530 E. Main Street, Suite 302
Aspen, CO 81611



**PROCUREMENT PROCESS AND REQUIREMENTS
GENERAL AVIATION/FIXED BASE OPERATOR (FBO)
SERVICES AND FACILITIES
AT THE
ASPEN-PITKIN COUNTY AIRPORT**

I. SELECTION PROCESS

The County is required by the terms of the Pitkin County Procurement Code to conduct a competitive selection process to select a Proposer for the services to be provided as described herein. This process shall be through formal proposals submitted in response to this RFP.

II. SUBMITTALS

Respondents shall submit proposals for this solicitation as outlined in the RFP and Scope of Services, or an alternately developed plan as developed by Respondent in response to and in accordance with this RFP and Information to Proposers attached hereto, as follows:

All proposers shall include the following Proposal Documents, as well as associated required documentation:

- Attachment A: Qualifications Document and Respondent Information
- Attachment B: Proposal Form
- Attachment C: Affidavit
- Attachment D: Proposal Bond
- Attachment E: Corporate Inquiry Waiver
- Attachment F: Financial Offer Form

All proposers must provide a complete Financial Offer Form, Attachment F, to the Request for Proposal. The structure of the Financial Offer form is protected, and it shall not be modified in any way. Modified Financial Offer forms may be deemed non-conforming to the Solicitation.

Proposals must include a Minimum Annual Guarantee (MAG) of at least Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000) for the first Agreement Year of the Agreement. Beginning with the second (2nd) Agreement Year and continuing thereafter, the MAG shall be adjusted for each Agreement Year to equal ninety percent (90%) of the total sum paid to the County (MAG or Percentage of Gross Receipts) paid in the prior

Agreement Year. Notwithstanding the foregoing, the MAG will never be less than the first Agreement Year. Failure to meet these requirements will result in rejection of the Proposal.

Any and all questions or comments shall be submitted via email to procurement@pitkincounty.com no later than 4:00 PM MT on December 6, 2022. All requests must have the email subject line, "RFP 001.23 – ASE FBO Services." All questions, comments and answers provided shall be shared with all Proposers via addendum posted on BidNet Direct. Addendum(s) will include the requests for clarification and questions, as written by the Proposer.

*Revised to
December 20,
2022 with
issuance of
Addendum #3*

All Proposals must be uploaded to the BidNet Direct website. Proposals will not be accepted in any other form or manner.

During the Request for Proposal selection process, all proposals shall remain confidential. The entire selection process (procurement) file shall be available to the public (which includes all Proposers) after an agreement is approved by the County, except those items for which confidentiality has been requested in writing by the Proposer, and providing that the County Attorney has reviewed and determined this to be the properly confidential under the State Open Records Act and other relevant statutes and regulations.

III. PROPOSAL EVALUATION, SELECTION, AND CRITERIA

The County will evaluate and select what is determined to be the most qualified firm providing the "Best Value" to the Airport and the greater Aspen Region. Although the financial incentives to the County and capital investments in the New FBO Facilities are important items being considered in the evaluation and selection process, equally as important is how the Respondent proposes to meet and address the specific criteria in the following section.

As mentioned previously, the County recently completed a robust Community Visioning Process which outlined specific Common Ground Recommendations (Pitkin County Resolution 105-2020) (**Appendix A**) for the future development and operation of the Airport. The County considers the development and operation of the New FBO Facilities as significant to achieving these goals, as general aviation is a significant portion of overall customer base and operational component at the Airport. These recommendations, many of which will be applicable to the future FBO, are detailed in in this Resolution. How the Respondent plans to accommodate and address the applicable Values, Goals, and Recommendations from this Visioning Process will be an important factor in scoring the best and most qualified Respondent. Respondents should refer to Pitkin County Resolution 105-2020 (**Appendix A**) for detailed information.

In addition, and as mentioned previously, it is anticipated that during the course of the Agreement, portions of the airfield will be redeveloped to comply with full Aircraft Design Group (ADG) III standards. Per the Airport Community Visioning Process and forthcoming Airport Layout Plan (ALP) update, Taxiway B would be shifted 80-feet east

to provide the required (FAA) 400-feet of separation between the runway and taxiway centerlines.(See “**Exhibit C**”).

Each Respondent shall describe and/or demonstrate how each of the following items and objectives will be met with regard to development of facilities for the West Development Area and the East Redevelopment Area. Each Respondent should also describe which phase of development and operations in which the item will be addressed and accommodated. (If the Respondent feels that the item cannot be addressed or accommodated, the respondent should provide an explanation as to the fact).

- A. Explain how the Respondent would participate in, and enhance, the safety education of aircraft operators in the Aspen Airport environment.
- B. Explain how the design and operation of the New FBO Facilities will address the following environmental items:
 - Reduce noise from ground operations (By at least 30%, from an established 2019 baseline, by 2030 including how this would be managed and maintained)
 - Reduce air pollution (GHG, VOCs, and Carbon emissions) from ground operations. **Appendix C** includes the 2019 and 2020 Airport Greenhouse Gas Inventory Report and which are being provided for reference purposes. The Aspen-Pitkin County Airport Advisory Board (Airport Advisory Board) is currently determining both a baseline and reduction efforts for 2030. The Selected Respondent will be expected to meet the 2030 reduction target upon determination of both the baseline and 2030 reduction targets by the Airport Advisory Board.
 - Implement a policy and infrastructure to limit the use of aircraft APUs to no more than 15-minutes prior to an aircraft’s departure and no more than 15-minutes after an aircraft’s arrival
 - Participate in, and enhance, the Airport’s Fly Quiet Program (<https://www.aspenairport.com/operation/administration/reports/>)
 - Reduce the overall use of leaded aviation fuel
 - Incorporate and promote the use of biofuels and Sustainable Aviation Fuel (SAF)
 - Minimize the use of “Drop and Go” aircraft operations
 - Minimize Light Pollution impacts on surrounding land uses
 - Minimize and temper visual, emission, and noise impacts upon adjacent land uses and corridors
 - Implement water conservation measures
 - Eliminate single use items and adopt formal recycling measures
 - Reduce the use of de-ice chemicals and mechanical plows on the Airport
 - Achieve net carbon neutrality in both design and operation (Not including the application of Carbon Offsets)

- How the Respondent would partner with the Airport's forthcoming Micro-Grid operation for the New FBO Facilities
 - Reduce and/or eliminate the use of fossil fueled powered ground service equipment.
- C. Explain how the New FBO Facilities would be designed and operated to serve aircraft of the future. This would include both prospective ADG-III aircraft and the prospect of Electric Aircraft and/or eVTOL operations.
- D. Explain and provide conceptual descriptions of how the Respondent would address the following items for the New FBO Facilities:
- Unique and distinctive architecture
 - Develop to maintain, enhance, and reflect the local character, culture and heritage of Aspen and Pitkin County
 - "Right Size" the New FBO Facilities
 - Carbon Neutral/Net Zero facilities
 - Enhance functionality and operational efficiencies of the New FBO Facilities versus the existing FBO facilities
 - Accommodate Locally Based Aircraft
 - For Agreement Years 1-5, or until such time as the County completes construction of a replacement airline terminal building, accommodate public Charter Airline/Aircraft services.
 - Minimize impacts from aircraft operations on the Premises to off Airport land uses
 - The location and size of proposed fuel facilities, including biofuel options
 - Rental vehicles for general aviation clientele. Should include a minimum infrastructure to support a fleet of 50-percent of electrical vehicles with a future migration to 100-percent electric vehicle rental fleet
 - Incorporate infrastructure for the support and use of electric ground service equipment (GSE). Include how the use of electric GSE will be incorporated into the FBO Facility's operation and a timeline for doing so.
 - Minimize the use of de-ice chemicals and mechanical plows on the Premises
 - The use of sustainable elements: solar, passive solar, geothermal, etc.
 - Potential development of area on the west side of the airfield to store local GA and longer term itinerant aircraft
 - Minimize the impacts of growth, redevelopment, and operations
 - Utilize ICAO parking configurations to enhance spacing for safety
 - How the redevelopment would be phased and implemented to reduce operational impacts and ensure a continuity of operations.
- E. Explain the following:

- How the East Side Redevelopment Area would be configured as to accommodate the anticipated future taxiway shift and operation of ADG-III aircraft, including the northern extension of the existing leased premises.
 - How the Westside Development Area would operate (including FAA approval strategy) with either midfield crossing of the runway to access Taxiway A, or the development of a full or partial Westside taxiway. (The Selected Respondent will be required to obtain and comply with all FAA regulations for the development and operation of the Westside Development Area, including the ability to obtain permission to conduct midfield runway crossing activity).
- F. Explain and detail how the FBO would continue to operate during the transitions between Phases of construction for the New FBO Facilities. Include a generalized construction phasing plan to illustrate the continuity of operations during development and construction of the New FBO Facilities.
- G. Explain how the Selected Respondent would engage with the Community in the design and operation of the New FBO Facilities and maintain positive community relations throughout the entire Term of the Agreement.

Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The County reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

Proposals submitted by responsible Respondents that the County determines, in its sole discretion, are responsive to this RFP will be reviewed by a selection committee consisting of representatives of the Pitkin County Administration, Pitkin County Procurement, the Airport staff, and representatives believed to have knowledge and/or experience related to the project.

“Best Value” may include, but not necessarily limited to the economic benefit to the County, including but not necessarily limited to the amount of the revenue and total capital investment proposed by Respondents.

Proposals will be evaluated, in part, as to whether, in the sole discretion of the County and the Selection Committee, the Respondent meets the minimum specifications and submits a Proposal complying with all of the requirements of the RFP. The County may also include any other criteria which it considers relevant to the evaluation of the Proposal.

IV. SELECTION COMMITTEE

Communications between Proposer and any member of the Selection Committee during the selection process, except when and in the manner expressly authorized by the RFP, is prohibited. Violation of this restriction is grounds for disqualification from the process.

Voting Members of the Selection Committee:

- Rich Englehart – Pitkin County Deputy County Manager
- Dan Bartholomew, Aspen Pitkin County Airport Director
- Gerald Fielding, Pitkin County Engineer
- Brad Jacobson, Jacobsen Daniels
- Clint Kinney, Town of Snowmass Village Manager
- Evan Marks, Pitkin County Financial Advisory Board
- Liz Woods, Pitkin County Deputy Finance Director
- Aspen Pitkin County Airport Deputy Director

Nonvoting Members of the Selection Committee:

- County Attorney
- County Procurement

The Selection Committee will evaluate Proposals based on the following criteria and weighting:

Submittal Evaluation Matrix

Evaluation Factor	Score (1-5)	Weight (Percentage)	Weighted Score	Comments
<i>EXAMPLE</i>	<i>3</i>	<i>.20</i>	<i>0.6</i>	
Approach to FBO Services at ASE		.25		
Financial Proposal to County		.20		
BOCC Resolution 105-2020 Environmental Goals		.20		
Ability to finance and construct the New FBO Facilities		.15		
West Side Development & East Side Redevelopment Plans		.10		
Past Performance / Industry Experience		.10		
Reference Response				
FINAL SCORE		___ 1.00	___ /5.00	

If in the opinion of the Selection Committee the scores of two or more Respondents are close to a degree that selection is difficult, a short list of Respondents will be interviewed and the selection of the top-ranked Respondent will be based upon respective responses resulting in a cumulative score. Shortlist interviews may be evaluated based on supplementary or amended questions and criteria, if any.

V. CONFIDENTIALITY

Respondents acknowledge and agree, by submission of any Proposal to this RFP, that the County, a public entity, is subject to Federal, State and Local public disclosure and open records laws and, as such, may be legally obligated to disclose to the public documents, including Proposals, to the extent required thereunder. Respondents agree that the County may make such disclosure or reproduce such information as is deemed necessary by the County, in its sole discretion, to comply with all Applicable Laws. The Respondent expressly waives any cause of action, whether in law or in equity, that it may have against the County respecting such disclosure.

Proposals that include confidential information of the Respondent, such as commercial or financial information, that a Respondent does not want disclosed outside the County, must be marked with a legend that states:

“This response includes data that shall not be disclosed outside the County without the permission of [insert firm’s name] and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. This restriction is does not limit the County’s right to use information contained in this data if it can be obtained from another source, without restriction, and is subject to the County’s obligation to release public documents. The data subject to this restriction are contained in pages [insert numbers or other identification of pages]”

Respondents shall mark only those pages containing restricted data with the following: **“Use or disclosure of data contained on this page is subject to the restriction on the title page of this Proposal.”** A blanket restriction applicable to the entire Proposal is not acceptable. Moreover, the inclusion of this provision regarding the restriction on disclosure and use of data should not be construed to protect against the County’s disclosure of generic concepts or information that has already been made public. In addition, the County may, after discussion with a Respondent, determine that some or all of the information encompassed by the restriction is not appropriately included within the restriction and that such information may be released outside the County.

Respondents shall treat all information obtained from the County, which is not generally available to the public, as confidential and/or proprietary to the County. Respondents shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Each Respondent agrees to indemnify and hold harmless the County, its officials and employees, from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney’s fees) resulting from any use or disclosure of such confidential and/or proprietary

information by the Respondent or any person acquiring such information, directly or indirectly, from the Respondent.

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the County.

VI. TIME SCHEDULE

The County will endeavor to maintain the following schedule:

Firm:

August 9, 2022 RFP publicly advertised, posted on website (www.bidnetdirect.com/colorado)

October 18, 2022 An optional pre-proposal meeting will be held virtually from 1:00 – 3:00 PM MT. Please submit your RSVP with planned attendee list, including name(s) and email address(es), to Procurement@PitkinCounty.com by no later than 24 hours prior to the scheduled event in order to receive video conferencing credentials.

November 30, 2022 An optional pre-proposal meeting will be held virtually from 1:00 – 3:00 PM MT. Please submit your RSVP with planned attendee list, including name(s) and email address(es), to Procurement@PitkinCounty.com by no later than 24 hours prior to the scheduled event in order to receive video conferencing credentials.

December 6, 2022 *Revised to December 20, 2022 with issuance of Addendum #3* Proposer's request for clarification and questions due via email to procurement@pitkincounty.com by 4:00 PM MT. Questions and/or requests for clarification will not be accepted or responded to beyond this deadline.

December 14, 2022 *Revised to January 5, 2023 with issuance of Addendum #3* County's final response to request for clarification and questions posted on BidNet Direct via addendum. Given the duration of this solicitation, we expect to issue multiple addenda prior to this date.

January 17, 2023 *Revised to February 16, 2023 with issuance of Addendum #6* PROPOSALS MUST BE UPLOADED TO BIDNET DIRECT BY 2:00 PM MT with applicable, physical bond documents mailed to the provided address.

Tentative:

Multiple Meeting of Selection Committee; checking of references; requests for additional information, if necessary; scheduling of interviews, if necessary

March 6, 2023 Notice to Proposers
Revised to April 7, 2023, tentatively, with issuance of Addendum #6

October 1, 2023 Anticipated Agreement Start Date

VII. FIXED BASE OPERATOR LEASE AGREEMENT

A sample of a potential version of the Pitkin County Fixed Base Operator Lease Agreement (Agreement) is included as **Appendix D** to this RFP. The final Lease Agreement will be similar to the sample but final terms will be the product of negotiations between the County and the successful bidder. Submittal of any Agreement modifications will be used by the County for information only and will only be reviewed when bidder selection has been completed.



**INSTRUCTIONS TO PROPOSERS
FOR PITKIN COUNTY AGREEMENTS**

1. a. A "Proposal" is a responsive, conforming, unconditional, complete, legible and properly executed offer on the Pitkin County Proposal Form to do the work called for in the Request for Proposals ("RFP").
- b. Proposals must be submitted electronically in PDF format and submitted at the time and place designated in the RFP. Electronic submissions must be clearly marked as a "sealed proposal" with the Service name and the name, contact person, mailing address and telephone number of the Proposer. The County reserves the right to request verification of any original or electronic signature at any time before issuing a Notice of Award.
- c. It shall be the responsibility of the Proposer to ensure that the Proposal is in proper form and in the County's possession by or before the scheduled time and date of public Proposal opening. Proposals will not be accepted after the scheduled time and date of opening. Any Proposals received late will be returned to the Proposer unopened, if possible. In the event that it is impossible to determine who the late Proposer is unless the envelope is opened, the envelope will be opened, the address determined, and the envelope and Proposal returned immediately to the Proposer.
- d. If specified in the RFP, parties who request packages of proposal documents will be required to pay a fee for the document package. All parties who request packages must provide the name of the potential Proposer, along with the name of a contact person, address, telephone number, and email address for the purpose of dissemination of Addenda or additional proposal information.
- e. If a mistake is made or discovered at or after the public opening, the County reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the County, in its sole discretion, shall make the decision whether to accept or reject the Proposal. No advantage shall be taken by either party of manifest clerical errors or omissions in the Proposal documents or the RFP (and plans and specifications). All Proposers are required to notify the County immediately of any errors of omissions that may be encountered. (See 2.a. and 2.c., below).
- f. The signer of the Proposal must initial any alteration or erasure. If provided on the required Proposal Form, the proposal price of each item must be stated in numerals and words; in case of a conflict, the words will control. In case of conflict between the

indicated sum of any addition of figures and the correct sum, the correct sum will control.

- g. No reimbursement will be made by the County for any costs incurred in the preparation of a statement of qualifications, Proposals, or attendance at a site inspection, pre-bid conference or interviews.
 - h. No person, firm, corporation or other entity shall be allowed to make, file or be interested in more than one Proposal for the same work, unless alternate proposals are called for. A person, firm, corporation or other entity who has submitted a subproposal to Proposer, or who has quoted prices on materials to a Proposer, is not hereby disqualified from submitting a subproposal or quoting prices to other Proposers.
- 2.
- a. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Proposal or Agreement Documents, or finds discrepancies, errors, ambiguities, inconsistencies, incompleteness or omissions in the Drawings or Specifications or the proposal process, he/she must submit to the Procurement Officer a written request for an amplification, clarification, explanation, interpretation or correction thereof. Failure to do so shall constitute: (1) acceptance by the Proposer of the Drawings, Specifications or other Proposal or Agreement Documents as is, and (2) a waiver by the Proposer of any and all claims arising, or that might arise, out of such discrepancies, errors, ambiguities, inconsistencies, incompleteness or omissions.
 - b. Proposers may propose substitute materials or techniques if such substitution is equal to or better than the materials or techniques described in the RFP and if the substitution has been submitted in writing at least ten (10) days prior to the public Proposal opening. The burden of proof of equality or superior quality is on the Proposer. If accepted as equal by the County in its discretion, the substitute will be designated as an alternative on a formal addendum distributed to all Proposers at least three (3) days prior to the deadline for Proposal submission.
 - c. Any amplification, clarification, explanation, interpretation or correction of the documents will be made only by written Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Proposal Documents. Delivery, as used in these Instructions, shall include electronic delivery through e-mail, facsimile, web-posting or other electronic means. Neither the County nor the Procurement Officer will be responsible for any information, representations, explanations or interpretations of the Agreement Documents not in written addenda.
 - d. The County reserves the right to call a pre-proposal conference; if called and conducted, a summary of the pre-proposal conference will be mailed or electronically delivered to all parties receiving a set of Proposal documents.
 - e. On request, the County will provide each Proposer access to the site to conduct, at Proposer's sole cost, such inspections, tests and investigations as each Proposer deems necessary for submission of a Proposal. No information provided by County representatives at such a site inspection shall be deemed a waiver of the requirements of 2.a. and 2.c., above.

- f. Any Addenda issued during the time of the Proposal process, or forming a part of the Proposal Documents, shall be covered in the Proposal, and shall be considered a part of the RFP. Receipt of each Addendum shall be acknowledged in the Proposal.
 - g. If specified in the RFP, a request for qualifications may precede the RFP process.
3. a. Each proposal shall be accompanied by a Bid Guarantee in the amount of \$10,000.00 and in the form of a bid bond signed by a bonding company authorized to conduct business in the State of Colorado, certified check, treasurer's check, or a cashier's check payable to Pitkin County, Colorado. Failure to include the specified bid guarantee shall render the proposal non-responsive. The check or bid bond, as the case may be, must be mailed to the address listed below with a copy of such electronically attached with the Proposal Form and will be held by the County, without interest, as the bid guarantee. The bid guarantee of the successful Proposer will be held by the County, without interest, pending the complete execution of an Agreement between the County and the Selected Proposer covering the Selected Proposer's right to conduct the services associated with this RFP on County premises. Complete execution includes providing fully executed payment in the required amounts and forms. If the Selected Proposer should fail to execute the Lease Agreement and deliver same to the County within Fifteen (15) days after the receipt of notification by the County of the Agreement award and following the successful negotiation of terms, the \$10,000.00 bid guarantee will be forfeited to the County as liquidated damages.

Upon execution of the Agreement, the Selected Proposer will be required to post and maintain with the County a security deposit in an amount equal to Six (6) month's rent. The security deposit may be in the form of a letter of credit or a cash bond or as acceptable to County. The successful proposer shall furnish the County with:

- i. the required security deposit or letter of credit
- ii. the required insurance certificates; and
- iii. a fully executed Lease and Operating Agreement with Pitkin County

Physical bond documents must be mailed, with raised seal intact, to the below address. Each Proposer shall submit electronic copies of secured bonds as part of its proposal submittal to the County to evidence compliance.

Pitkin County, Colorado
 Attn: Jeanette Jones
 530 E. Main Street, Suite 302
 Aspen, CO 81611

- b. Proposer also, if required by the Proposal Documents, will fully complete and submit with the Proposal a Pitkin County Qualification Statement, or an updated Statement if one is already on file. Pitkin County reserves the right to pre-qualify Proposers based on said qualification statements.
- c. Proposer also must submit with the Proposal a list of subcontractors, independent contractors and suppliers to be employed under the Agreement. If the County has a reasonable objection to any such subcontractor, independent contractor or supplier, it shall notify the Proposer and the Proposer may then: (a) withdraw the Proposal; or (b) substitute an acceptable contractor or supplier. If required by the Agreement

Documents, subcontractors, independent contractors and/or suppliers may be required to submit a Contractor's Qualification Statement.

- d. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - e. Proposals by partnerships or limited liability companies ("LLC") must be executed in the partnership or LLC name and signed by a partner, authorized LLC officer, whose title must appear under the signature and the official address of the partnership or LLC must be shown below the signature. The state in which the entity was formed and whose law governs the entity shall be shown below the signature.
 - f. All names must be typed or printed below the signature.
4. a. Proposer acknowledges that this proposal is solicited and submitted subject to the requirements of the "Pitkin County Procurement Code," (Ordinance #026-2005), as amended by Ordinance #03-2007 (copies available on the Pitkin County website at <http://pitkincounty.com/DocumentCenter/Home/View/5314> or upon request for a nominal charge). As such, the Proposer agrees to comply with all applicable requirements of said Procurement Code relating to proposing, Agreement drafting, Agreement administration and ethics. The requirements of the Procurement Code are incorporated herein by this reference.
 - b. The Proposer shall immediately notify the County Manager in writing of any violation of said Code by the County's employees or agents, which violation is known or should have been known by Proposer, and failure to so notify the County of violations within five (5) days of knowledge of such violations shall disqualify the Proposer from award of the Agreement being proposed and shall be deemed as a waiver of any action or defense that the Proposer may have against the County by reason of such violation of the Procurement Code.
 - c. The submission of a Proposal shall be conclusive evidence and legal admission that the Proposer: (1) has no questions, complaints or objections in connection with the Proposal process and/or documents, subject to any requests made by Proposer for amplification, clarification, explanation, interpretation or correction pursuant to Paragraph 2.a. and 2.c., above; (2) has no questions, complaints or objections as to the completeness, sufficiency, scope or detail of the Proposal Documents; and (3) has full knowledge of the scope, nature, quality and quantity of work to be performed, the detailed requirements of the Proposal Documents including any and all Agreement documents, the plans and specifications, the site and conditions under which the work is to be performed, the Pitkin County Procurement Code and applicable Colorado law.
5. a. All Proposals will be opened and read in public by name of Proposer only. No Proposals may be withdrawn after the beginning of the public opening. The County, in its sole discretion, may delay a Proposal opening for no longer than two (2) business days if weather or other circumstances beyond control of Proposers results in delay in receipt of Proposals. Proposals may be withdrawn at any time prior to the beginning

of the public opening or modified by a document executed and delivered in a form substantially similar to the Proposal Form prior to opening.

- b. All Proposals submitted must be valid for a minimum period of one-hundred eighty (180) days after the date of the Proposal opening. During this time, Proposers are investigated, and Proposals are evaluated.
6.
 - a. Proposals will be awarded to the highest scoring Proposer complying with the terms, conditions, guidelines, selection criteria, plans and specifications presented in the RFP. All rights are reserved by the County to determine, in the County's sole reasonable discretion, whether the Proposal meets the needs or a purpose intended and is within the budget.
 - b. Although price may be a major consideration in the selection of a Proposal, the County does not award on price alone. The County may also consider the quality of product as judged by the County; past experience with Proposers, subcontractors, independent contractors, products or suppliers; qualifications of the Proposers and/or subcontractors, independent contractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar considerations, all as specified in detail in the RFP.
 - c. The County reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the Proposers and proposed subcontractors, independent contractors and suppliers. The purpose of such investigation is to satisfy the County that the Proposer has the experience, resources and commercial reputation necessary to perform the work and support any warranties in accordance with the Agreement Documents in the prescribed manner and time.
 - d. The County, at its sole discretion, may require the apparent Selected Respondent to demonstrate, at a place and time designated by the County, that the Proposal meets the performance criteria specified, or to otherwise provide documented proof from independent reliable sources acceptable to the County that said performance criteria will be met prior to final acceptance of the Proposal. The burden of proof of such a demonstration is on the Proposer. In the event that the apparent Selected Respondent fails to demonstrate or provide acceptable proof of meeting required performance criteria, that proposal will be rejected and the next eligible Proposer in the selection ranking will be invited to participate in the same process until a proposal meeting performance criteria is found within the ranking of eligible Proposers. The County reserves the rights to reject any or all Proposals or to otherwise accept the Proposal which in the County's sole discretion is in the best interest of the County.
 - e. Pitkin County reserves the right, if it deems such action to be in the best interests of the County, to reject any and all Proposals or to waive any irregularities or informalities therein. Any incomplete, conclusory, false or misleading information provided by Proposer shall be grounds for rejection of the proposal. If proposals are rejected, the County further reserves the right to investigate and accept the next best proposal in order of ranking or to reject all proposals and re-solicit for additional proposals.

- f. Any questions or disputes involving the documents or procedures not covered by these Instructions or other Proposal Documents shall be resolved by the Procurement Officer on the basis of fairness, custom in the industry, maximization of competition and best interests and convenience of the County.
7. Issuance of Notice of Award, execution of Agreement Documents and issuance of a Notice to Proceed shall be as specified in the Agreement Documents.
8. Agreements will be executed on standard Pitkin County Agreement documents and/or by separate agreement with the Proposer. Copies of any applicable standard forms are included with the Proposal Documents. The County reserves the right to negotiate with the Proposer for Agreement terms not specified in the Proposing Documents. Any changes from the Pitkin County standard form Agreement may result in a delay in the issuance of a Notice to Proceed in order to obtain any necessary County Attorney review of changes from the standard form. Proposer agrees that any such delays shall not be grounds for either additional compensation or an extension of time to complete the work that is the subject of the Proposal.
9. If the Agreement awarded as a result of a Proposal extends beyond the calendar year, nothing herein shall be construed as an obligation by the County beyond any amounts that may be, from time to time, appropriated by the County on an annual basis. It is understood that payment under any Agreement is conditional upon annual or supplemental statutory appropriation of funds by said governing body and that before providing services, the Proposer, if he/she so requests, will be advised as to the status of funds appropriated for services or materials and shall not be obligated to provide services or materials for which funds have not been appropriated.

APPENDIX A
Pitkin County Resolution No. 105-2020
ASE Common Ground Recommendations

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC")
OF PITKIN COUNTY, COLORADO, APPROVING "PITKIN COUNTY BOARD
OF COMMISSIONERS AMENDMENTS AND ADDITIONS, TO THE ASE
VISION COMMITTEE COMMON GROUND RECOMMENDATIONS AND
AIRPORT MAP FOR THE ASPEN/PITKIN COUNTY AIRPORT"**

RESOLUTION NO. 105-2020

RECITALS:

WHEREAS, Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, Pursuant to Section 2.8.4 (Actions) of the Pitkin County Home Rule Charter ("HRC"). This matter will be acted upon by formal resolution and will call for public comment at both first and second reading; and

WHEREAS, Pitkin County has been advancing the development of a replacement terminal, landside and airfield improvements to bring the airfield into compliance with Federal Aviation Administration (FAA) safety standards. The process involves extensive coordination and vision to ensure any investments are reflective of the needs of the local community, the air services markets, regulatory agencies, and the airlines/air service providers; and

Pursuant to Resolution No. 104-2012, the Board of County Commissioners ("BOCC") approved an update to the Airport Master Plan and Airport Layout Plan. Airspace and industry trends have been studied since 2013 with the airport's Air Service Study.

WHEREAS, in 2015, the airport embarked jointly with the FAA assessing the environmental effects of these improvements and advancing the Pitkin County's eligibility for federal funding and regulatory approval of the project. The Aspen-Pitkin County Airport Improvements Environmental Assessment received a Finding of No Significant Impact (FONSI) from the FAA in July of 2018; and

WHEREAS, The BOCC sought to co-design and co-create the next phase of the project with the community in an open, inclusive and transparent forum; and

WHEREAS, on October 9, 2018, the BOCC gave direction to the Aspen/Pitkin County Airport staff to begin advertising for four community advisory groups to provide salient stakeholder perspectives and establish community priorities, as well as to consider technical information to help inform decision-making for the ASE Vision public outreach process; and

WHEREAS, Pitkin County received applications between October 25, 2018 and December 14, 2018 from a broad cross section of residents from the Roaring Fork Valley; and
WHEREAS, on January 23, 2019, the BOCC approved resolution 006-2019 establishing the Airport Vision Committee, the Community Character Working Group, the Technical Working Group, the Airport Experience Working Group and the Focus

Group to understand Federal decisions that apply to the Aspen/Pitkin County Airport, determine future air service needs and the trade-offs associated with achieving it, consider the improvements and risks, and develop the Vision for the Airport that will help prioritize any improvements or investments over the next 30 years; and

WHEREAS, on October 3, 2019 and December 5, 2019 the Community Character Working Group, the Technical Working Group, the Airport Experience Working Group, and the Focus Group presented their findings and recommendations to the Vision Committee based on the strategic questions the Vision Committee requested; and

WHEREAS, the Airport Vision Committee formally appointed by the BOCC as the recommending body took into account the findings and recommendations from the working groups and began to develop and produce a final set of recommendations centered on looking through the “ a community character lens” developed by the Community Character Working Group; and

WHEREAS, the overall process for development of recommendations took into account 123 Community Volunteers serving on five (5) Airport Advisory Groups that resulted in 47 public meetings which from time-to-time received additional data from 16 Experts including the Aspen Institute – Future of Aviation Symposium with an estimated 200 in attendance; and

WHEREAS, beginning January 9, 2020, the Vision Committee held weekly meetings until March 10, 2020 during which the Visioning Committee voted 20-1 to submit to the BOCC what is known as the Common Ground Recommendations that contained 15 overall recommendations with 71 sub recommendations; and

WHEREAS, on April, 16, 2020, the Visioning Committee submitted their findings to the BOCC; and

WHEREAS, due to COVID-19 the BOCC held off taking public comment and making a final decision on Vision Committee recommendations until such time in person meetings for public comment could take place ; and

WHEREAS, on August 13, 2020, the BOCC held an in person public meeting, followed by a virtual public meeting on August 17th to take comments on the Vision Committee’s Common Ground Recommendations; and

WHEREAS, since August 17, 2020, the BOCC met numerous times in work sessions with staff, and upon request, outside third party experts, and considered numerous written public comments to develop recommended changes to the final recommendations of the Vision Committee; and

WHEREAS, on November 10th, 2020 at the Jerome Hotel, in Aspen, Colorado, the BOCC conducted a combination in person and virtual public comment session in which those participating, provided both verbal and written comments on the draft redlined BOCC recommendations; and

WHEREAS, the BOCC has determined through thoughtful, transparent decision-making, taking into consideration all information provided, to adopt the Common Ground Recommendations as edited by the BOCC as "Attachment A"; and

WHEREAS, this Resolution and the "Pitkin County Board of Commissioners Amendments and Additions, to The ASE Vision Committee Common Ground Recommendations and Airport Map For The Aspen/Pitkin County Airport" (Attachment A) will be joined with the Vision Committee's Report to provide decision making criteria for future airport initiatives and projects; and

WHEREAS, the BOCC finds that it is in the best interest of the citizens and the visitors of Pitkin County to approve this Resolution.

NOW, THEREFORE. BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby:

1. Adopts a Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving "Pitkin County Board of Commissioners Amendments and Additions, to The ASE Vision Committee Common Ground Recommendations and Airport Map For The Aspen/Pitkin County Airport" (Attachment A).
2. Further, the Board of County Commissioners directs staff to begin the process to:
 - Open discussions with the Federal Aviation Administration ("FAA:) the Airlines and other partners using the contents provided in "Pitkin County Board of Commissioners Amendments and Additions, to The ASE Vision Committee Common Ground Recommendations and Airport Map For The Aspen/Pitkin County Airport" (Attachment A) as a starting point for the eventual development of an FAA required Airport Layout Plan; and
 - Resolution No. 105-2020 will repeal the formal appointment of the Visioning Committee as established by Resolution 024-2020 and put in motion the process of seeking candidates for appointment to sit on an Airport Advisory Board to be formalized consistent with the other Commissioner appointed advisory boards; and
 - As part of the Airport Layout Plan, develop a cost analysis and timeframe for implementation of the phasing of projects to be vetted through the Airport Advisory Board and presented to the Board of County Commissioners for inclusion as part of the annual budget processes; and
 - Continue to update studies, forecasts and develop appropriate noise and emissions data to be included as part of Airport Advisory Board review and Board of County Commissioners approvals moving forward.

INTRODUCED AND FIRST READ ON THE 2nd DAY
OF December, 2020 AND SET FOR SECOND READING AND PUBLIC
HEARING ON THE 16th DAY OF December 2020.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE
RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE 3rd DAY
OF December, 2020.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED
ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE
3rd DAY OF December 2020.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 16th
DAY OF December 2020.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN
TIMES WEEKLY ON THE 24th DAY OF December, 2020.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY
WEBSITE (www.pitkincounty.com) ON THE 17th DAY
OF December 2020.
ATTEST: BOARD OF COUNTY COMMISSIONERS

By Jeanette Jones

Jeanette Jones

Deputy County Clerk

By: Steven F. Child

Steven F. Child, Chair

Dec-18-2020

Date: _____

APPROVED AS TO FORM:

John Ely

John Ely, County Attorney

MANAGER APPROVAL

Phylis Mattice

Phylis Mattice for Jon Peacock, County
Manager



“ATTACHMENT ”

PITKIN COUNTY BOARD OF COMMISSIONERS AMENDMENTS AND ADDITIONS, TO THE ASE VISION COMMITTEE COMMON GROUND RECOMMENDATIONS AND AIRPORT MAP FOR THE ASPEN/PITKIN COUNTY AIRPORT

Introduction

On January 23, 2019, the BOCC approved [Resolution 006-2019](#) establishing the Airport Vision Committee, the Community Character Working Group, the Technical Working Group, the Airport Experience Working Group and the Focus Group. The purpose of establishing these groups was to understand Federal decisions that apply to the Aspen/Pitkin County Airport, determine future air service needs and the trade-offs associated with achieving it, consider the improvements and risks, and develop the Vision for the Aspen/Pitkin County Airport that will help prioritize future improvements and/or investments.

Over the course of 12 months over 130 Community Volunteers comprised the five (5) different Airport Advisory Groups that met regularly in 47 public meetings with presentations and that included 16 experts from across the airline industry. On [December 5, 2019](#), the Technical Working Group, Airport Experience Working Group, Community Character Working Group and Focus Group presented their reports to the Vision Committee.

Beginning January 9, 2020, the Vision Committee received recommendations from each of the Working Groups and met weekly to develop their final recommendations. On March 20, 2020, the Vision Committee voted 20-1 to submit to the Board of County Commissioners (BOCC) what is known as the Common Ground Recommendations. The [Common Ground Recommendations report](#) includes supporting data and each of the Working Groups recommendations.

On [April 16, 2020](#), the Vision Committee presented their Common Ground Recommendations to the Board of County Commissioners. The BOCC, having reviewed all of the Common Ground Recommendation report, began their process. Two public work sessions were conducted in the summer of 2020 to seek additional public comments on the Common Ground Recommendations prior to beginning the BOCC's own review. The first was a COVID-19 restricted, in person public comment session on [August 13, 2020](#) followed by one virtual public comment session on [August 17, 2020](#).

Since that initial public input, the BOCC conducted numerous work sessions to review each of the recommendations, consider additional written comments, and seek additional third party professional input to develop a BOCC redline of the Common Ground Recommendation. The BOCC hosted an extended work session on [November 10, 2020](#) to take public comment on the BOCC redlines. Those comments were taken into consideration and are reflected in the BOCC finalized recommendations in this document.



The recommendations below is a culmination of all these efforts over the past two years that can be found on the Pitkin County Website at <https://pitkincounty.com/164/Airport>. This resolution now serves as a blueprint for the County and community to achieve the BOCC aspirational goals for the Aspen/Pitkin County Airport over the next 30 years. Those goals and recommendations are as follows:

Pitkin County Board of Commissioners Goals and Recommendations

Vision Statement

The Board of County Commissioners will assure that the Aspen Pitkin County Airport safely meets the community's and resort's dynamic air service needs while remaining true to the unique community character of Pitkin County. We will continue to support the overall quality of life of residents and visitors of Pitkin County, recognizing that the airport is a vital economic asset and reflects our commitment to sustainability and stewardship of the natural environment.

ASE VISION COMMUNITY VALUES

Safety in the Air and on the Ground

Adaptable, Flexible, Future-Proof

- Ability to serve aircraft of the future
- Ability to adapt to future uses. Preserve space for future uses

Environmental Responsibility to Address

- Noise Pollution
- Air Pollution
- Water Quality
- Carbon emissions – aspire to net carbon neutrality
- Light Pollution
- Sustainability – energy efficiency
- Respect wildlife habitat, open space and natural surroundings

Community Character – Reflect local culture and values

- Maintain community input into the airport's future by creating an Citizen Airport Advisory Board
- Connection to place: It should *feel like* Aspen and Pitkin County
- Unique mountain airport feeling – unpretentious
- Tell Aspen story: reflect culture, mining heritage, skiing, ranching, etc.



- Retain rural and small-town feel
- Reasonable growth - Modest expansion
- Control growth of emplacements and operations through a number of gates, etc.
- "Just Big Enough" "Right-Sized"

Economic Vitality

- Growth is not controlled at the airport, but the airport is a component of community discussions about growth management plans
- Adaptable to the economic sustainability of our resort and our community
- Convenience: More direct flights
- More carriers and competition

Warm and Welcoming

- Friendly and personable for both residents and visitors
- Comfortable with excellent food & drink amenities
- Guest-friendly for passengers and peak crowds
- Stress free
- Improved, but not so different from today
- Still welcoming
- Views of mountains
- A practical airport: Better waiting rooms and employee areas
- Convenient access to/from airport

Design Excellence

- Unique – Distinctive – Great architecture
- Should look like Aspen – Small is important – Small but beautiful
- Incorporate mountain surroundings
- Awe-inspiring views
- It should be surprising!

Efficiency – an airport that works well

- Well planned
- Better functionality than today
- Incorporate new technology
- Efficient in service, time, operations
- In design, give commercial passengers priority over private planes
- Reliable gateway for visitors

Preserve High Quality of Life

- Neighbor Friendly
- Mitigate noise and emissions
- Maintain curfew



Convenient & Easy Ground Transportation

- Mitigate noise and emissions
- Multi-modal transit options
- Seamless connectivity to transit

Core Community Goals for the Pitkin County-Aspen Airport

1. Safety in the air and on the ground
2. Reduce greenhouse gas and other pollutant emissions by **at least 30%**
3. Manage the growth of airline enplanements to be consistent with community growth management plans with input and assistance from the Airport Advisory Board to attain the core community goals for the Pitkin County-Aspen Airport.
4. Reduce noise by **at least 30%**

Goals and Recommendations

#1 - Maximize the Safety of Our Airport

- Work with non-airline pilots and insurance providers to encourage and provide training and safety resources related to the unique characteristics and challenges of flying into ASE
- Work with FAA and Airlines on implementing NEXTGEN program, which includes safe clearances, enhanced efficiency, and precision approaches
- Work with the FAA to enhance safety by increasing the separation between aircraft in the air and on the ground (This may reduce flow rate during peak periods)

#2 - Maximize the Sustainability of Our New Airport

- Strive towards carbon neutral/free and tie decisions to the Climate Action Plan
 - o Implement short and long-term energy goals for airfield, landside and facilities, pursue and optimize renewable energy and storage both onsite and offsite, including ground and roof solar, geothermal, etc. while honoring view planes and open spaces
 - o Utilize the most energy efficient technologies throughout the landside, terminal, and airside, such as LED lighting
 - o Include carbon offsets as a strategy to increase the overall sustainability
- Fuel and Emissions



- o Establish the most accurate emissions baseline possible as a starting point by using industry best practices and experts in the field. Implement strategies to reduce emissions by at least 30% as soon as possible, but no later than 2030
- o Employ both modeling and local monitoring to track GHG and criteria pollutants, such as volatile organic compounds (VOCs) and particulates
- o Reduce overall use of aviation leaded fuel
- o Incorporate biofuels that genuinely reduce the overall carbon footprint
- o Pursue other fuel options as they become available
- o Create financial incentives through things like landing fees and fuel prices by allocating airport costs from excessive GHG emissions to the aircraft operations that create those costs and, thus, rewarding aircraft operators that meet the airport emission goals
- o Emphasize public transportation and commercial flights as first choice solutions
- Noise
 - o Maintain and strictly enforce the curfew
 - o Electrify the airfield for both GA and commercial operations
 - o Use berms and sound walls to mitigate noise impacts. Use landscaping to enhance the visual appearance of berms and walls
 - o Incentivize quieter planes
- Other sustainability goals should be pursued to ensure water conservation, elimination of single use items, and promotion of recycling are happening throughout the airport

#3 - Seamless Ground Connectivity

- Increase utilization of RFTA
- Provide internal and external wayfinding to promote transportation modes into town
- Infrastructure encourages electric ground transportation
- Encourage multi-passenger and ride-sharing opportunities in hotel shuttles, taxis and TNCs / ride hailing (Uber/Lyft), reducing reliance on single-occupancy vehicle trips to and from the airport
- Develop airport-specific circulator(s) with luggage capacity connecting to Rubey Park and Brush Creek Park and Ride
- Improve baggage transport options for all traveling public to and from the terminal
- Reserve space for future multimodal opportunities which may be included in future planning processes, in concert with the Multi-Modal Upper Valley Transportation Plan

#4 - Improve Airline Service Reliability

- Work with the FAA and Airlines to institute a NEXTGEN and/or a Reservation System for commercial and GA operations during peak periods to protect airline schedules –as part of this, evaluate the past reservation system and reasons for its elimination
- Consider a Peak Period GA Pricing Program (if reservation system isn't sufficient)
- Seek further actions that other airports may have implemented



- East side taxiway and ramp design and moving GA to the north allows airliners to queue up more quickly for take offs

#5 Non-airline Reserved Parking (ramp space)

- Reconfigure GA ramp space to move large GA and Air Taxi to the north end of the airport away from noise-sensitive residential areas
- Provide electrical and tempered air hook-ups at each parking space
- Implement International Civil Aviation Organization (ICAO) spacing standards
- Avoid crowded "aircraft carrier parking"
- County requires aircraft to plug in and minimize auxiliary power unit (APU) use. If County can't require plugin, County should subsidize to incentivize plug in use
- Maintain current number of aircraft parking spots to avoid increases in drop and go's
County should add non-airline parking spaces incrementally and measure impacts before adding additional space to reduce drop-and-go's
- Analyze if the addition of hangars would reduce drop-and-go's
- Phased incremental approach to construction buildout with space reservations as shown as part of Airport Layout Plan (ALP)
- Reserve space in the ALP for the current number of general aviation aircraft parking spots

#6 - FBO Reflects Community Values

- The new FBO terminal should be designed striving towards carbon neutral/free emissions
- Include the voluntary noise abatement into any design RFP
- Require FBO to convey community character, values and culture in the same way as the commercial terminal when a new GA terminal is constructed

#7 - Build New Terminal

- Meet best practices for travelers and employees, including sterile spaces, pet areas, re-composure areas, overflow area for luggage needs, and operational efficiency
- Create spaces that are peaceful with comfortable, appealing dwell time
- Design terminal around arts and culture that reflect our community
- Locally sourced programming, food, engagement, education from local institutions
- Welcome booth and information desk should be visible and accessible
- Accommodate all levels of mobility
- Build terminal spaces that can handle peak capacity but not the feeling of built for peak capacity
- Integrate helpful technology but don't let it dominate the visitor experience
- Expand curbside check-in and provide space for automated kiosks



- Sponsor exhibits, local advertisements, (pre)historical exhibits to reflect a cultural and recreational experience
- Sell character
- Promotion of health and environmental ethics - best practice/values including recycling

#8 - Enhance the Traveler and Staff Experience

- Implement traveler satisfaction survey
- County will monitor gate utilization during regular and irregular operations and the impacts on staff
- Design of new terminal shall improve traveler and staff experience and provide sufficient surge capacity for irregular operations
- Emphasize ease of information, efficiency, comfort and service to our airline traveling public
- Have architecture that is both memorable and outstanding that reflects our unique history and vision of the future
- Emphasize our place in the natural world and foster a sense of respect, appreciation and responsibility to the environment
- Continue to promote carbon offset programs
- Develop coordinated strategy for greeting and delivering visitors to Aspen whose flights are diverted and end up arriving and departing by ground transportation after the Airport is closed.

#9 - Open air Jetways

- Jetways may be used, if supported by the future terminal design chosen, with defined parameters as defined by the Board of County Commissioners such as customer comfort, safety, and open-air experience. This will allow for electrical hookups, tempered air, and allow greater accessibility. The County has the authority without federal funds.
- Maintain the visibility of the natural environment.

#10 – Provide and Design for 6 to 8 Gates with Comfortable Waiting Spaces

- Begin the design concept of the terminal and ramp with six (6) functioning gates/jetways with sufficient space to add the additional gates/jetways if necessary for safe and efficient airport operations. Consideration should be given as to impacts on staff as well as passengers when determining number of gates
- A design with six functioning gates and space for two additions will allow for constructing a terminal with the core functions accommodating up to an eight-gate volume.



- Addition of gates/jetways over and above six, either during design or post construction are to be determined upon an Airport Advisory Board recommendation approved by Board of County Commissioners resolution or ordinance after public hearings and input.
- Comfortable gate seating to accommodate every person on the aircraft under normal regular operations.
- Design space to be comfortable with the intent to find a balance between limiting and overbuilt.

#11 - Flexible gates

- Provide 6 to 8 gates for smaller regional aircraft but fewer for larger aircraft. Gates "flex" down for larger aircraft, thus keeping total enplanement/deplanement at approximately the same level, regardless of aircraft size.
- Create a special arrival-only process to facilitate rapid deplaning of flights delayed by weather events and arriving together.
- The Board of County Commissioners upon advice from the Airport Advisory Board, will define parameters and policy for the use of how the gates will be expanded or contracted when the gates become more defined during design.

Preface to following goals:

Pursuit of the work in the proposed Airport Layout Plan will not be approved by the Board of County Commissioners until such time as either negotiations with the FAA and/or the airlines, and other partners, or clear and convincing evidence in an updated fleet mix study indicate that only aircraft which are cleaner, quieter, and of certain size that will serve ASE

#12: Replace the current ADGIII Airport Layout Plan with an improved ADGIII Airport Layout Plan that accommodates aircraft that meet community goals

- Commission an updated fleet mix study after allowing airline industry to recalibrate after the disruptions caused by the COVID 19 pandemic
- Negotiate with airlines and FAA to achieve agreements with the county that ASE will be served by aircraft with the following characteristics:
 - greenhouse gas and other emissions that are significantly lower than the CRJ-700
 - quieter than the CRJ-700
 - weight limit of 140,000 MTOW
 - seat limitation of no more than 100-120 passengers
- Retain and strengthen the voluntary noise restriction
- Separate the runway from the taxiway by 400' between centerlines
- Widen the runway to 150'



- Charge the Airport Advisory Board to evaluate the success of the negotiations and/or the outcome of update fleet mix studies and make an alternate recommendation if necessary.

#13 - Leave the runway where it is.

- Requires future relocation of tower. Operating exception for GA aircraft movements until the tower is relocated or alternative options (cameras or virtual tower) are implemented.
- Move deicing pads to the east and relocate of surface vehicle parking to the north.
- GA parking on the west side will be required to maintain the same number of GA/Air Taxi parking spaces.
- Future ramp expansion space to be reserved based on "drop and go" analysis.
- With leaving the runway as is, a more methodical approach to begin separation for safety is by phasing the west side GA development. By phasing, the collection of data over time will help determine:
 - Whether the need for added ramp space for GA decreases if air taxi operations increase
 - If lack of parking space for GA increases or decreases drop and go activity.

#14 - Construction Phasing

- Minimize community disruptions while considering the phasing of various terminal, airfield and landside improvements.
- Time projects based on technical requirements and ability to fund in consideration of new aircraft.
- Terminal is a priority when looking at phasing of overall construction projects.



Goal #15 - Common Ground Recommendation Airport Map



COMMON GROUND RECOMMENDATIONS



- The attached Common Ground Recommendation airport map offers a visual depiction of the design ideas, values and goals taken together. The map depicts the CGR as the environmental choice for our community that reflects safety, environmental sustainability and functionality as our top priorities.
- Additional length of west side taxiway may be an option if the mid-crossing is an issue with FAA.
- Any major deviations will be brought back by the Board of County Commissioners to the Pitkin County Airport Advisory Board for further discussion and refinement.

Community Safeguards

- Adopt this plan by Ordinance or Resolution
- Appoint Citizen Airport Advisory Board
- Annual Airport Report to BOCC and Airport Advisory Board to assure achieving goals

Great Data & Measurements

- 2020 & 2021: Solid Baseline for Greenhouse Gas, NOx emissions, etc. Derived from both models and actual testing
- Future years: Measure, Measure, Measure; use models and air quality testing
- Every year: Progress Report to BOCC and Airport Advisory Board

APPENDIX B
Pitkin County Code – Title 10
Airport Minimum Standards

TITLE 10: AIRPORT

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DIVISION I. GENERAL REGULATIONS

10.04: DEFINITIONS

10.04.010: DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning respectively ascribed to them below:

“Accident” means a collision between a Vehicle and/or Aircraft and a Vehicle and/or Aircraft, Person, stationary object or other thing which results in property damage, Personal injury, or death; or an entry into or emerging from a moving Vehicle by a Person which results in Personal injury or death to such Person or some other Person, or which results in property damage.

“Aircraft” means all devices capable of flight that are licensed or regulated by the FAA.

“Air Carrier” means a Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121 or Part 135 and operating under a published schedule, pursuant to a certificate of public necessity.

“Airline(s)” means any Air Carrier or Air Taxi/Charter operation, but does not include general aviation.

“Airport”, as referred to or used herein, means Aspen-Pitkin County (Sardy Field) Airport, Pitkin County, Colorado.

“Airport FAA Master Plan” means the master plan adopted by the County pursuant to federal regulations, procedures and guidance. “Airport Operations Area” means all space on the Airport where the general public users of the Airport are restricted by fence or posting, or such areas where Aircraft are Parked or operated, or where operations not open to the general public are conducted; and such term shall include, but is not limited to, the GA Aircraft Ramp, Taxiways, Runways, open unimproved land abutting the Taxiways and Runways, and areas abutting the terminal Building.

“Air Taxi/Charter” means an Air Carrier certificate holder licensed by the FAA to provide air transportation (Persons or property) to the public for hire, under Part 135 of the Federal Aviation Regulations, and on a scheduled, nonscheduled, or on-demand basis as defined in the Federal Aviation Act of 1958, or as said Act may be supplemented or amended from time to time. As required or permitted under the Minimum Standards in Division II of these regulations, these Part 135 operators may be divided into two classes:

1. Carriage in air commerce of Persons or property for compensation or hire in Aircraft having a maximum seating capacity of thirty (30) passenger seats or less or maximum payload of less than seven thousand five hundred (7,500) pounds, where such carriage does not require the issuance of a Certificate of Public Convenience and Necessity from the U.S. Department of Transportation; or

2. Carriage in air commerce of Persons or property in common carriage operations solely between points entirely within any state of the U.S., in Aircraft having a maximum seating configuration of thirty (30) passenger seats or less or a maximum payload capacity of seven thousand five hundred (7,500) pounds or less, and operating a frequency of no more than four round trips per week on at least one route between two or more points, according to published

schedule specifying time, days of week, and places, where such carriage does not require the issuance of a Certificate of Public Convenience and Necessity from the U.S. Department of Transportation.

"Authorized Emergency Vehicle" means Vehicles of the fire department, law enforcement department and such ambulances and other emergency Vehicles of municipal departments, government agencies, public service corporations, or private ambulance companies, or such others as are officially designated as such for use upon the Airport by written authorization of the Director of Aviation.

"Bicycle" means every device propelled by human power upon or which any Person may ride, having two tandem wheels either of which is over twenty (20) inches in diameter and including any device generally recognized as a Bicycle though equipped with two front or two rear wheels.

"Board of County Commissioners" or "BOCC" means the governing body of Pitkin County authorized by State law and County Charter to officially represent and legally bind the County.

"Building" means a roofed, enclosed, heated, insulated nontemporary structure with a foundation and utilities.

"Business" as used in these rules and regulations, means the sale, offering for sale, or the furnishing of any commodity, article, facility or service.

"Center Line" means the continuous or unbroken line marked upon the surface of a Roadway by paint or otherwise to indicate each portion of the Roadway allocated to Traffic proceeding in the two opposite directions, and if no line is painted or marked, it is the imaginary line in the Roadway equally distant between the opposite curbs or edges of the Roadway.

"Commercial Aeronautical Operator" means a Person or Business entity engaging in a Commercial Aeronautical Activity or Commercial Aeronautical Service as those terms are defined in Division II of this Title 10.

"Concession," as used in these rules and regulations, means the sale, offering for sale, or the furnishing of any commodity, article, facility or service.

"Concourse" means any extension of the Airport's terminal Building so arranged as to facilitate access to and from Aircraft.

"County" means the county of Pitkin, a body corporate and politic.

"Crosswalk" means that part of a Roadway at an Intersection included within the connections of the lateral lines of the Sidewalks on opposite sides of the Roadway, measured from the curbs, or in the absence of curbs, from the edges of the traversable Roadway at an Intersection or elsewhere, distinctly marked or indicated for Pedestrians crossing by lines or otherwise, or where angle crossing is permitted within the connections of the lateral Sidewalks on opposite sides of the Roadway, measured from the curbs, or in the absence of curbs, from the edges of the traversable Roadway.

"Director of Aviation" means the official representative of Pitkin County at the Airport with principal responsibility for the operation and management of the Airport.

"Driver" means every Person who drives, operates, or is in actual physical control of a Vehicle or Motor Vehicle.

"Facilities" is an inclusive phrase, including Buildings, Improvements and equipment and any Personal property not included in the definitions of Buildings, Improvements and equipment,

describing materials to provide services, or to support the provision of services to general aviation Aircraft and passengers and Commercial Aeronautical Operators.

"Federal Aviation Administration" or "FAA" means the Federal Aviation Administration established by the federal government under the Federal Aviation Act of 1958, as amended, or such other governmental agency which may be successor in function thereto or be vested with the same or similar authority.

"Federal Aviation Regulations" or "FAR" are the regulations promulgated by the FAA and appearing in the Code of Federal Regulations at Title 14.

"Fixed Base Operator" or "FBO," as more fully defined in Division II, means a Commercial Aeronautical Operator that maintains Facilities at the Airport for the purpose of:

1. Engaging in the retail sale of aviation Fuels primarily to purchasers other than; (1) scheduled or supplemental Air Carriers; or (2) the Department of Defense; and
2. Performing the minimum aggregation and level of the following aeronautical activities and/or services: retail Fuel sales, Maintenance, servicing, Parking, tie-down, storage, as further defined below.

An operator that provides at least the minimum required aggregation and level of Facilities, activities and services, including the retail sale of aviation Fuel, is classified as a full-service FBO; an operator that provides less than the minimum required aggregation of Facilities, activities and services is classified as a Specialized Fixed Base Operator (S-FBO).

"Fuel" means all Fuels used in the propulsion of Aircraft.

"Fueling Operation(s)" means the receipt, storage, handling, movement, delivery and dispensing of Fuel for Aircraft at the Airport, including the installation, use and Maintenance of fueling equipment, and the operations and supervision of all Personnel engaged in fueling activities. All Fueling Operations at the Airport are either Retail Fuel Sales or Self-Fueling.

"Fueling Operations Permit" means a written document issued by the Airport pre-requisite to the conduct of Fueling Operations at the Airport; such permit incorporates these regulations, as amended, and may set other applicable terms and conditions.

"General Aviation Area (GA Area)" or "General Aviation End (GA end)" means the northern half of the Airport (approximately); that part of the Airport occupied and used primarily by Facilities for and operations of general aviation, especially FBOs and S-FBOs and their customers; the General Aviation Area is separated from the Air Carrier Area of the Airport by a double yellow dashed line separated by a solid red line at approximately A-5 on the Runway.

"GA Aircraft Circulation and Staging Areas" means the paved portion of the General Aviation Area ramp identified and used for the ground movement of Aircraft and temporary Parking for the purposes of loading, unloading, line service or movement to or from Aircraft Parking areas.

"GA Aircraft Parking Areas" means the paved portions of the GA Area ramp identified and used exclusively for the uncovered, nontemporary Parking of Aircraft.

"GA Aircraft Ramp" means the paved portion of the GA Area used primarily for the movement, staging and storage of Aircraft.

"Improvements" means the products of the expenditure of funds relating to real estate that are not Buildings or Facilities including, without limitation, utilities and paving.

"Intersection" means the area embraced within the prolongation or connections of the lateral curb lines or, if none, the lateral boundary lines of the Roadways of two or more Roadways which join one another.

"Law Enforcement Officer" means every officer of the sheriff's department of Pitkin County or any other Person designated and authorized in writing by the Director of Aviation to direct or regulate Traffic, or make arrest, pursuant to the Director's powers, upon the Airport.

"Limousine" shall apply to and include any Motor Vehicle with a maximum seating capacity of fourteen (14) seats plus the driver operating on a "call and demand" basis, transporting passengers at a per person rate, the use of said vehicle not being exclusive to any individual or group.

"Loading Zone Only" means an area reserved for the exclusive use of Vehicles while actually engaged in loading or unloading passengers or freight.

"Maintenance" means the inspection, overhaul, repair, preservation, and the replacement of parts, excluding Preventive Maintenance.

"Major Repair" means a repair that:

1. If improperly done, might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or
2. Is not done according to accepted practices or cannot be done by elementary operations.

"Maximum Allowable Gross Landing Weight" means the maximum permissible gross weight which an aircraft may lawfully have or be permitted to have at the time of landing as set forth in the FAA and/or manufacturer aircraft specifications and without giving consideration to local factors. The term does not refer to the actual weight of an aircraft.

"Minimum Standards" means the Minimum Standards and requirements for the conduct of Commercial aeronautical services and activities at the Airport, which were originally adopted by the BOCC on January 28, 1992, amended by the BOCC on August 24, 1993, amended by the BOCC on December 20, 2000, and further amended by the BOCC on July 27, 2005, set out in Division II. The Minimum Standards set forth the qualifications established by the County as the minimum requirements to be met as prerequisite conditions for the right to occupy real estate and to conduct a Commercial Aeronautical Activity on the Airport.

"Minor Repair" means a repair other than a Major Repair.

"MOGAS" means gasoline normally used in automobiles, but which is approved for use in certain Aircraft.

"Motor Vehicle" means every Vehicle which is self-propelled.

"Motorcycle" means every Motor Vehicle having a seat or saddle for the use of the rider and designed to travel with not more than three wheels in contact with the ground, including a motor scooter, but excluding a farm tractor, or implement of husbandry.

"Nighttime Operations" means any landing or departure at the Airport during the period between one-half hour past sunset, local time, and 7:00 AM the following morning. The time that is one-half hour past sunset shall be defined on a schedule published by the Director of Aviation and available upon request.

"Nonsignatory" means an operator who does not hold a written lease, license, use agreement or operating permit from the County for the use of the public terminal Facilities; or whose lease, license, use agreement or operating permit is expired, terminated or in default.

"Park" or "Parking," when prohibited, means the standing of a Vehicle, whether occupied or not, except when necessary to avoid conflict with other Traffic, or in compliance with the directions of a Law Enforcement Officer, County employee assigned to the Airport or Traffic Control Signal, sign or device.

"Pedestrian" means any Person afoot or in a wheel chair.

"Permittee" means a Person who has been issued and holds a valid, then-current Fueling Operations Permit.

"Person" means any natural person and any firm, association, joint-stock association, partnership, corporation, company, society or other organization, governmental entity or any other legal or Business entity. It includes a trustee, receiver, assignee, or similar representative of any such entity.

"Pilot" means every Person who operates, flies, or is in full control of an Aircraft.

"Pitkin County, Colorado" means a Colorado home-rule County; the owner, operator and FAA sponsor of the Airport.

"Public Airfield Facility(ies)" means (a) Runways; (b) Public Airfield Facilities Taxiways and turnoffs; (c) Public Airfield Facilities Ramp and apron areas; and (d) any extensions or additions to the above and any other space or Facilities provided by the County at the Airport for public and common use by Aircraft operators in connection with the landing and taking off of Aircraft, or in connection with operations hereinafter authorized to be performed by Aircraft operators upon the aforesaid Runways, Taxiways and public passenger Ramp and apron areas; but only as and to the extent that they are from time to time provided by the County at the Airport for public and common use by Aircraft operators.

"Public Airfield Facilities Ramp" means the paved area outside the areas leased to the Air Carriers and the FBO(s) that are not Runway, Taxiways or taxilanes.

"Public Airfield Facilities Taxiways" means the paved area outside the area leased to the FBO(s) identified and used exclusively for the movement of Aircraft to and from the Runway.

"Ramp" means the paved portion of the Airport, used primarily for general aviation, that is reserved exclusively for the storage and movement of Aircraft, including GA Parking Areas, GA Aircraft Circulation And Staging Areas, General Aviation Facilities Taxilanes, and allied servicing equipment.

"Retail Fuel Sales" means the conduct of Fueling Operations by a Person for money or other valuable consideration (present, past or future), including services of any kind whatsoever.

"Right-Of-Way" means the privilege of the immediate use of the Roadway.

"Roadway" means that portion of an area improved or designed, or ordinarily used for vehicular travel. In the event the Roadway includes two or more lanes, the term "Roadway," as used herein, shall refer to any such Roadway separately, but not to all such Roadways collectively.

"Runway" means an improved surfaced area reserved exclusively for the landing and taking off of Aircraft.

“Scheduled Air Carrier” means an Air Carrier certified by the appropriate agency of the United States or state of Colorado to engage in interstate or intrastate transport of Persons, property or mail on a regularly scheduled basis.

“Secured Area” means the passenger boarding areas and the security identification display area, including the baggage handling areas, Airline offices, and commercial Aircraft operating apron.

“Self-Fueling” means the conduct of Fueling Operations by a Person who has been issued and holds a valid, then-current Fueling Operations Permit for that Person’s Own Aircraft, using that Person’s Own Equipment and by an individual Person or her, his or its Own Employees.

1. As used in the definition for “Self-Fueling, the term “Own Aircraft” means:

a. If an FAA Part 121 or Part 135 operator, Aircraft listed on that operator’s then-current Part 121 or Part 135 Certificate; and

b. For Part 121 or Part 135 operators and for all civil Aircraft, “Own Aircraft” shall be Aircraft used exclusively by a Person and titled and registered with the FAA in that Person’s own name or Aircraft used by that Person as lessee under a Bona Fide Lease or as lessee/lessor under a Bona Fide Management Contract.

2. As used in the definition for “Self-Fueling, the term “Bona Fide Lease” means:

a. The lease is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;

b. The lease provides that the primary care, custody and control of the Aircraft is in the Person applying to conduct Fueling Operations and contains substantially all terms and conditions standard in the industry for that type of lease;

c. That Person obtains insurance to cover all of its interest and activities with respect to the Aircraft or is named as co-insured under the policy of the lessor; and

d. True and correct copies of the lease and a complying certificate of insurance are attached to the application for a Fueling Operations Permit and thereafter promptly updated by that Person as changes, if any, occur.

3. As used in the definition for “Self-Fueling, the term “Bona Fide Management Contract” means Aircraft managed by the Person applying to conduct Fueling Operations where the following requirements are met:

a. The management contract is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;

b. The management contract provides that the primary care, custody and control of the Aircraft is in the Person applying to conduct Fueling Operations and contains substantially all terms and conditions standard in the industry for that type of contract;

c. The management contract provides that the Person applying to conduct Fueling Operations is responsible for all Maintenance, all Pilot service, and all scheduling of the Aircraft;

d. The management contract provides that the Aircraft is available for rental or sub-lease to the public under commercially-reasonable terms and conditions;

e. That Person obtains insurance to cover all of its interests and activities with respect to the Aircraft or is named as co-insured under the policy of the Aircraft owner; and

f. True and correct copies of the management contract and a complying certificate of insurance are attached to the application and thereafter promptly updated by the applicant after changes, if any, occur.

4. As used in the definition for "Self-Fueling," the term "Own Equipment" means Facilities and equipment, as described herein, that is used exclusively by a Person and titled in the name of the Person applying to conduct Fueling Operations or is used by that Person subject to a Bona Fide Lease, purchase, financing, or use agreement with the following requirements:

a. The agreement is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;

b. The agreement provides that the primary care, custody and control of the subject of the lease is in that Person and contains substantially all terms and conditions standard in the industry for that type of agreement;

c. That Person obtains insurance to cover all of its interests and activities with respect to the subject of the agreement or is named as co-insured under the policy of the equipment owner; and

d. True and correct copies of the agreement and a complying certificate of insurance are attached to the application and thereafter promptly updated by that Person after changes, if any, occur.

5. As used in the definition for "Self-Fueling, the term "Own Employees" means employees of the Person applying to conduct Fueling Operations for whom all state and federal employment taxes are paid by that Person.

"Semi-Trailer" means every Vehicle of the trailer type, so designed and used in conjunction with a Motor Vehicle that some part of its own weight and that of its load rests upon or is carried by another Vehicle.

"Sidewalk" means that portion of the area adjoining the Roadway, between the lateral lines of the Roadway and the adjacent Building or property lines intended for the use of Pedestrians.

"Signatory" means the holder of a written lease, license, use agreement or operating permit from the County for use of the public terminal Facilities; provided, that such lease, license, use agreement or operating permit shall be then valid and not in default. ("Specialized Fixed-Base Operator" or "S-FBO," as more fully defined in Division II, means a Commercial Aeronautical Operator that is permitted by the County to provide one or more aeronautical activities or services at or from the Airport, but fewer than the minimum aggregation of Facilities, activities and services required to be qualified as an FBO.

"Taxi" or "Taxicab" means any Motor Vehicle used to transport Persons or property for hire, having a seating capacity of not more than seven Persons, not including the Driver, holding a Certificate of Public Convenience and Necessity issued by the Colorado Public Utilities Commission for transportation of passengers and their baggage in taxicab service operating on a "call and demand" basis, the first passenger: (1) having exclusive use of the vehicle unless he/she agrees to "multiple loading"; and (2) having the ability to designate any destination, route, or stops desired on the route.

"Taxiway" means an improved surfaced area reserved exclusively for use by Aircraft to proceed to and from Ramp and Runway areas.

“Traffic” means Pedestrians, ridden or herded animals, Vehicles, Aircraft, and other conveyances, either singularly or together while using any Roadway, or other area for the purpose of travel.

“Traffic Control Device” means all signs, signals, markings, electronically controlled devices and signals and other devices not inconsistent with the rules and regulations, placed or erected by authority of the Director of Aviation, for the purpose of regulating Traffic, or warning or guiding Traffic.

“Traffic Control Signal” means any device, whether manually, electronically or mechanically operated, by which Traffic is alternately directed to stop and proceed, or which otherwise controls the flow and movement of Traffic.

“Truck” means any Motor Vehicle which is used and designed for the transportation or delivery of goods, and which is licensed as a Truck and bears such registration plates or is required by law to bear such registration plates.

“Truck-Tractor” means every Motor Vehicle designed to be used primarily for drawing other Vehicles and so constructed as to not carry a load other than a part of the weight of the Vehicle and load so drawn, but excluding an automobile wrecking Truck.

“Vehicle” means every device in, upon, or by which any Person or property is, or may be, transported or drawn upon a Roadway, regardless of the means of propulsion, except devices moved exclusively upon stationary rails or tracks. (*§ 10.04.010 repealed reenacted Ord. 028-05*)

10.08 AIRPORT REGULATIONS GENERALLY

SECTIONS:

10.08.010 AUTHORITY TO PROMULGATE RULES AND REGULATIONS

10.08.020 GENERAL RULES AND REGULATIONS

10.08.030 BUILDING RULES AND REGULATIONS

10.08.040 SANITATION

10.08.050 SAFETY

10.08.060 NOISE

10.08.070 AIRPORT OPERATIONS CERTIFICATION MANUAL AND EMERGENCY PROCEDURES PLAN.

10.08.010: AUTHORITY TO PROMULGATE RULES AND REGULATIONS

- A. These rules and regulations shall supercede all previously existing rules and regulations for the Airport.

B. The Board of County Commissioners reserves the right to make any additions, deletions or corrections to these rules and regulations which may be necessary for the safety of Aircraft operation on or of Personnel using the Airport.

C. All leases and permits for use of the Airport are subordinate to and shall be governed by these rules and regulations, as amended from time to time.

D. In any instance where these rules may be or become inconsistent with Federal Aviation Regulations, then these rules shall be void as to such conflict. No part of these rules and regulations shall be construed as license or authorization to deviate from Federal Aviation Regulations.

E. These rules and regulations are promulgated under power granted by Title 41, Article 4, Section 106 of the Colorado Revised Statutes, which authorizes the Board of County Commissioners to "provide rules and regulations governing the use of such airport and facilities." (*§ 10.08.010 repealed reenacted Ord. 028-05*)

10.08.020: GENERAL RULES AND REGULATIONS

A. All Persons using or entering the Airport shall be governed by the rules and regulations set forth herein. In addition, all Airport users are subject to the provisions of the Airport Security Plan published by the Director of Aviation, as amended from time to time.

B. No Person shall solicit funds for any purpose on the Airport without written permission of the Director of Aviation, or his or her authorized representative.

C. No Person shall use the Airport as a base or terminal for commercial aviation activities without first obtaining the written permission of the Board of County Commissioners.

D. No Person shall conduct any Business or Concession upon the Airport or upon or in any of the Buildings, structures, land, Parking places, walkways, Roadways or other Facilities used or operated in connection with the Airport without first obtaining the written permission of the Board of County Commissioners.

E. No Person shall distribute, display or post any commercial or noncommercial signs, circulars, handbills or advertisements on the Airport without written permission of the Director of Aviation, or his or her authorized representative.

F. Any Person finding lost articles in public areas of the Airport shall immediately deposit them at the office of the Director of Aviation, or his or her authorized representative, or with a Law Enforcement Officer or Transportation Security Administration Employee on duty.

G. No Person shall travel on the Airport other than on Roadways, Sidewalks or areas provided for that particular class of Traffic. No Person shall use the Roadways, Sidewalks or other areas in such a manner as to hinder or obstruct their proper use.

H. No Person shall commit any disorderly, indecent or unlawful act or commit any nuisance on the Airport.

I. No Person shall conduct or engage in gambling in any form on the Airport.

J. No Person shall destroy, injure or disturb in any way, any Building, sign, marker or other structure, trees, flowers, lawns or other public property on the Airport.

K. No one except duly authorized Persons, Law Enforcement Officers, federal employees on official duty, County employees assigned to the Airport, and Air Carrier employees or

members of the armed forces of the United States on official duty shall carry any firearms or explosives on the Airport without permission of the Director of Aviation, or his or her authorized representative, provided that air passengers and Aircraft pilots may carry unloaded cased guns as baggage.

L. No Person shall hunt, conduct target practice or discharge firearms on the Airport, except as authorized by the Director of Aviation and permitted by law for the purpose of trapping or taking animals presenting a risk to the safe movement of Aircraft.

M. Pitkin County assumes no responsibility or liability for loss, injury or damage to Persons or property on the Airport or using Airport Facilities by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to Persons or property while using the Facilities of same.

N. In the event of a labor dispute between any tenant or occupant of any part of the Airport and any of his, her or its employees who are organized in a collective bargaining unit, picketing by or on behalf of such employees shall not be conducted on any part of the Airport, except pursuant to the written permission of the Director of Aviation, or his or her authorized representative, and such permission, which may be revoked by the Director or representative at any time, will be granted only upon such conditions prescribed by him or her concerning the number and conduct of the pickets and the place or places where picketing may be conducted as shall in his or her opinion be necessary in order that the same will not result in threat of physical harm or economic loss or molestation or harassment of Persons other than such tenant or occupant, and his, her or its servants and employees, and that the same will not tend to induce violence, breach of the peace, or other unlawful conduct, or unduly obstruct the use of the premises by other tenants or occupants or by other Persons lawfully using the Airport.

O. All Persons entering upon the Airport shall use only authorized entrances thereto.

P. Except as noted in this division, particularly Sections of 10.12.030, 10.12.060 and 10.12.070, all Aircraft flight operations (Aircraft arrivals or departures), including general aviation, certificated Air Carriers and Air Taxis, shall take place at the Airport only during the authorized hours of operation of the Airport.

Q. The Director of Aviation shall make a daily airfield inspection, investigating those particular physical Facilities located upon the Airport operating area as required by the FAA.

R. Airport users must at all times and at all locations at the Airport, including on the airfield and in the General Aviation Area, comply with any directions from Law Enforcement Officers and County employees assigned to the Airport. (~~§10.08.020 repealed reenacted Ord. 028-05~~)

10.08.030: BUILDING RULES AND REGULATIONS

A. Except as may otherwise be provided on written agreement, all tenants and lessees are responsible for the cleanliness of their areas and for the removal and proper disposal of all trash and debris.

B. No Person, tenant or lessee shall make any alterations of any nature whatsoever to any Building, Ramp, or other Airport space, nor erect any Building or other structure without prior written permission of the Director of Aviation or his or her authorized representative. In addition to receiving permission from the Director or representative, the Person, tenant or lessee shall be

responsible for securing any and all necessary building permits from the County, submitting to any and all inspections by the County, and otherwise complying with all relevant provisions of the County Code. The Person, tenant or lessee shall provide the Director with the "as-built" or final plans showing how the alteration or erection of a Building or other structure was constructed.

C. Any damage to or malfunctioning of Buildings, structures, utilities or other Airport property shall be reported at once to the Director of Aviation, or his or her authorized representative.

D. It shall be the responsibility and duty of the Airlines and their personnel to close and keep closed gates and doors on the terminal building, Ramp and Concourse areas at all times except when necessary for the loading and unloading of Aircraft. Unauthorized Persons will not be permitted on the Ramp unless previously cleared by the Director of Aviation, or his or her authorized representative.

E. All animals on Airport property, both within and beyond the terminal building, are to be under the control of a responsible owner, possessor or keeper by leash, cage, lead rope or other constraining device. No Person shall allow an animal to roam at large on Airport property, to be out of control, to be vicious, or to be excessively noisy or otherwise unreasonably disruptive to the general public. The owner, possessor or keeper of any animal on Airport property is responsible for the behavior of the animal in their possession. A Law Enforcement Officer, the Director of Aviation, or a County employee assigned to the Airport is authorized, in addition to other penalties, to demand removal of the offending animal from the Airport of the offending animal.

F. No Person shall place any solid in, or pour any liquid other than water, down floor drains, manholes or other sewer connections.

G. No Persons other than authorized employees of the County or fire district shall at any time move any valve, switch, or other fixture of, or in any way tamper with, any sprinkler system or other fire control device installed in any Building.

H. All Air Carrier passengers departing the Airport may be subjected to security screening regardless of the size or capacity of the Aircraft which they are boarding. Security screening of Airline passengers shall be conducted by the Transportation Security Administration (TSA) of the Department of Homeland Security, pursuant to the TSA airport security rules, regulations and requirements as set forth in Parts 1542 of Title 49 of the Code of Federal Regulations, as amended, if amended.

Failure by any Air Carrier to participate as required by law or the Security Plan in the screening or securing of its departing passengers constitutes a violation of these Airport rules and regulations and is grounds for the imposition of a fine or penalty against the Air Carrier in an amount not less than to exceed the amount of fine assessed against the Airport operator by the FAA or TSA resulting from the security violation. (*§ 10.08.020 repealed reenacted Ord. 028-05*)

I. No person may enter a Secured Area at the airport without authorized escort or without appropriate identification. This requirement shall be enforced as provided in section 10.32.010. In addition to or as an alternative to any other penalty, violations of this provision may result in removal from the Secured area and loss of airport access privileges. (*§10.08.030 repealed reenacted Ord. 028-05, amended (part) Ord. 037-06*)

10.08.040: SANITATION

A. No Person shall dispose of garbage, papers, refuse, or other waste material on the Airport except in the receptacles provided for that purpose.

B. No trash or refuse will be burned on the Airport at any time, unless specifically authorized by the Director of Aviation or his or her authorized representative.

C. No Person shall use a comfort station in other than a clean and sanitary manner.

(§ 10.08.040 repealed reenacted Ord. 028-05)

10.08.050: SAFETY

A. No Person shall use flammable and/or volatile materials in the cleaning of Aircraft, Aircraft engines, propellers and appliances unless such cleaning operations are conducted in open areas as designated or in a room specifically set aside for the purpose, which room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus.

B. No Person shall conduct any open flame operations in any hangar, or Building, or part thereof unless specifically authorized by the Director of Aviation or his or her authorized representative. Welding of Aircraft in the Aircraft repair areas of a hangar is permitted.

C. No Person shall store or stock material or equipment in such a manner as to constitute a fire hazard.

D. No Person shall keep or store any flammable liquids, gasses, signal flares or other similar material in hangars or any Building on the Airport; provided, that such materials may be kept in Aircraft in the proper receptacles installed in the Aircraft for such purpose or in rooms or areas specifically approved for such storage by the Director of Aviation or his or her authorized representative.

E. No Person shall keep or store lubricating oils in or about the hangars; provided, that such materials may be kept in the proper receptacles installed in Aircraft for such purposes or in containers provided with suitable draw-off devices as approved by the Director of Aviation or his or her authorized representative.

F. Lessees of hangars or hangar space shall provide suitable metal receptacles with covers for the storage of oil wastes, rags, and other rubbish. All such waste will be removed by regular County-approved disposal Vehicles.

G. No Person shall use volatile flammable substances for cleaning floors in the hangars or in other Buildings on the Airport.

H. All lessees on the Airport shall keep floors of hangars, apron pits, and areas adjacent thereto, leased by them respectively, free and clear of oil, grease, and other flammable materials.

I. Doping and painting processes shall be conducted only in properly designated, fireproofed and ventilated rooms or Buildings in which all illumination, wiring, heating, ventilating equipment, switches, outlets and fixtures shall be spark-proof and vapor-proof; and all windows and doors shall open easily, preferably outward.

J. All Persons shall comply with any applicable local, state and federal laws regarding the management, handling and disposal of hazardous materials, including petroleum products.

K. All Persons on or at the Airport must employ best environmental management practices at the Airport, which shall include policies and practices that apply the most current and advanced means and technologies available to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances.

A. Where practical and consistent with consideration of safety and efficiency, the Board of County Commissioners requests that the Federal Aviation Administration plan and implement flight patterns to further the quiet and nondisturbing operation of Aircraft.

B. No Aircraft shall land at or take off at any time from the Airport which is not in full compliance with Federal Air Regulation, Parts 36 and 91, and all appendices thereto, as now in effect or as hereinafter from time to time amended.

C. All Aircraft operators are encouraged to reduce the standing or idling time of Aircraft to the greatest extent practicable in order to reduce noise and air pollution. (*§ 10.08.050 repealed reenacted Ord. 028-05*)

10.08.060: NOISE

A. Where practical and consistent with consideration of safety and efficiency, the Board of County Commissioners requests that the Federal Aviation Administration plan and implement flight patterns to further the quiet and nondisturbing operation of Aircraft.

B. No Aircraft shall land at or take off at any time from the Airport which is not in full compliance with Federal Air Regulation, Parts 36 and 91, and all appendices thereto, as now in effect or as hereinafter from time to time amended.

C. All Aircraft operators are encouraged to reduce the standing or idling time of Aircraft to the greatest extent practicable in order to reduce noise and air pollution. (*§10.08.060 repealed reenacted Ord. 028-05*)

10.08.070: AIRPORT OPERATIONS CERTIFICATION MANUAL AND EMERGENCY PROCEDURES PLAN

A. The provisions of any Airport Certification Manual for the Airport as in effect and/or Airport Emergency Plan shall by reference be supplemental to and a part of these rules and regulations.

B. In the event of an Aircraft Accident or incident, prior to removal of the disabled Aircraft, the N.T.S.B. (National Transportation Safety Board) or the FAA must be notified.

C. The Pilot or the operator of an Aircraft involved in any Accident or incident on the Airport shall be responsible for the prompt removal of the disabled Aircraft and parts of such Aircraft as directed by the Director of Aviation; in the event of his failure to comply with such directions or inability to do so, such wrecked or disabled Aircraft and parts may be removed by the Director of Aviation at the owner's or operator's expense and without liability for damage which may result in the course of such removal.

D. Witnesses, when requested, and participants in Aircraft Accidents or incidents occurring on the Airport shall make a full report thereof to the Director of Aviation, or his or her authorized representative.

E. In the event of an Aircraft Accident or incident which causes the Airport to be closed, the Director of Aviation shall have the authority to utilize any resources or manpower that may be available to the Airport, to remove the Aircraft, with any expense utilizing the same passed on directly to the operator or owner of the Aircraft involved in the Accident or incident.

F. The Director of Aviation shall have the authority to close the Airport in the event of an Aircraft incident or Accident, if in his or her opinion further Aircraft operations may hamper the removal of the disabled Aircraft or may be hazardous to the personnel or property involved in the removal operation. (~~§10.08.070 repealed reenacted Ord. 028-05~~)

10.12: OPERATING RESTRICTIONS

SECTIONS:

10.12.010 COMPLIANCE WITH FAA REGULATIONS REQUIRED.

10.12.020 AIRPORT MANAGEMENT AUTHORITY.

10.12.030 AIRCRAFT AND AIRCRAFT EQUIPMENT.

10.12.040 TAKEOFFS, LANDINGS AND LOW PASSES.

10.12.050 HOURS OF OPERATION.

10.12.060 NIGHTTIME OPERATIONS.

10.12.070 EMERGENCIES

10.12.010: COMPLIANCE WITH FAA REGULATIONS REQUIRED

A. It shall be the responsibility of all Persons, firms and corporations operating on the Airport to acquaint themselves, their Pilots, instructors and students with Federal Aviation Regulations and all Airport rules and regulations contained herein.

B. No Person shall operate any Aircraft to, from or on the Airport, or service, repair or maintain any Aircraft on the Airport, or conduct any Aircraft operation on or from the Airport, except in conformity with the current Federal Aviation Regulations.

C. All Aircraft will be flown in accordance with the Traffic patterns established by the FAA. (~~§10.12.010 repealed reenacted Ord. 028-05~~)

10.12.020: AIRPORT MANAGEMENT AUTHORITY

A. The Director of Aviation may suspend or restrict any or all Aircraft operations on the Airport whenever such action is deemed necessary in the interest of safety or necessary to serve the civil aviation needs of the public.

B. When practical and consistent with considerations of safety and efficiency, the County shall from time to time consult with the FAA and shall make recommendations to the FAA regarding the implementation of standardized noise reduction traffic patterns, to the end that such patterns minimize the noise disruptions to surrounding lands from day to day Airport operations.

C. The Director of Aviation may suspend or restrict, on a permanent or temporary basis, touch-and-go and similar flight training activities where determined necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (~~§10.12.020 repealed reenacted Ord. 028-05~~)

10.12.030: AIRCRAFT AND AIRCRAFT EQUIPMENT

A. No Person shall operate any Aircraft to, from, or on the Airport which is not equipped with brakes or other positive means to assure adequate ground control.

B. No Person shall operate any Aircraft to, from, or on the Airport which is not equipped with an operable two-way radio capable of communicating with the Airport control tower on such frequencies as may now be in use or hereafter established for such Aircraft.

C. No Person shall operate any Aircraft to, from, or on the Airport which has a tip-to-tip wingspan of greater than 95 feet.

D. No Person shall operate any Aircraft to, from, or on the Airport having a Maximum Allowable Gross Landing Weight in excess of one hundred thousand (100,000) pounds dual-wheel or one hundred sixty-thousand (160,000) pounds dual tandem wheel. (Ord. 005-2010)

E. No Person shall operate any Aircraft to, from, or on the Airport that is Stage 1, pursuant to the noise rating standards of FAR Part 36. (Ord. 89-3 § 2)

F. No Person shall conduct any Nighttime Operations in an Aircraft that is certificated as Stage 2, pursuant to the noise rating standards of FAR Part 36.

G. No Person shall arrive at the Airport in an Aircraft that is certificated as Stage 3, pursuant to the noise rating standards of FAR Part 36, between 2300 hours (eleven P.M.) local time and 0700 hours (seven A.M.) local time; and no Person shall depart from the Airport in an Aircraft that is certificated as Stage 3 between 2230 hours (ten thirty P.M.) local time and 0700 hours (seven A.M.) local time. This restriction is more fully detailed in Section 10.12.060.

H. The following limited exceptions to these restrictions shall apply:

1. The Director of Aviation is authorized to grant permission to land at and take off from the Airport for an Aircraft that does not meet the weight limits contained in subsection D of this Section 10.12.030 upon submission of evidence satisfactory to the Director that the actual weight of the Aircraft is below the prescribed weight limits and the Aircraft satisfies the other restrictions contained in this Section 10.12.030.

2. The Director of Aviation is authorized to grant permission to land at and take off from the Airport for an Aircraft that does not meet the requirements contained in subsection E of this Section 10.12.030 prohibiting the operation of Stage 1 Aircraft or that does not meet the

requirements contained in subsection F of this Section 10.12.030 prohibiting Nighttime Operations by Stage 2 Aircraft upon submission of evidence satisfactory to the Director that (i) the Aircraft is owned or operated by a federal, state or local government agency and is being used for a temporary, government purpose; or (ii) the Aircraft is being used for a temporary, medical purpose, including but not limited to Flight-for-Life or MEDEVAC. In no event shall the Director authorize the use of the Airport as a base of operation for an Aircraft that does not conform to subsection E of this Section 10.12.030. Aircraft operations authorized by the Director pursuant to this exception shall conform to the Airport hours of operation.

3. The Director of Aviation is authorized to waive compliance with any of the restrictions contained in this Section 10.12.030 for the landing and take off of Aircraft where the operation is pursuant to a bona fide emergency declared by the pilot in command of the Aircraft, and communicated to the FAA in accordance with applicable regulations or procedures.

4. The Director of Aviation may waive compliance with any of the restrictions contained in this Section 10.12.030 for the landing and take off of Aircraft upon submission of evidence satisfactory to the Director that the operation is necessary to further an immediate and temporary public purpose, that the Aircraft owner or operator has taken or will take measures reasonably necessary to ensure that such operation is conducted safely, and that the control tower has been or will be notified of the operation.

5. The Director of Aviation is authorized to waive compliance with any of the restrictions contained in this Section 10.12.030 for the landing and take off of Aircraft upon submission of evidence satisfactory to the Director that the operation is attendant to a special and temporary event that is in the public interest, including but not limited to a visit by a government official, an air show, response to a natural disaster and similar and related events.
(§10.12.030 repealed reenacted Ord. 028-05)

10.12.040: LANDINGS, TAKEOFFS, AND LOW PASSES

A. There is established at the Airport a preferential Runway system for the taking off of all Aircraft. Subject to Runway closures, weather conditions, and emergencies, Aircraft shall take off to the northwest on Runway 33. Departures from Runway 15 are permitted only with written authorization of the Director of Aviation, and must be consistent with the Director of Aviation's criteria for approval of take-off on Runway 15 as published by the Director.

B. The take-off of an Aircraft shall begin at any point on the Runway as instructed by the control tower.

C. There is established at the Airport a preferential Runway system for the landing of all Aircraft. Subject to Runway closures, weather conditions, and emergencies, Aircraft shall land on Runway 15.

D. Landing Aircraft shall clear the Runway as soon as practical after landing, consistent with safe operating procedures.

E. No landing or takeoff shall be made except as authorized by the control tower. When the tower is closed, Aircraft must make announcements in the manner prescribed by the FAA for Aircraft operations at an uncontrolled airport. This requirement is not intended to permit Aircraft

operations when the Airport is closed, except as may be authorized in accordance with Sections 10.12.030, 10.12.060 or 10.12.070.

F. Aircraft making a "low pass" by the control tower for visual inspection shall be directed by the control tower consistent with keeping Aircraft away from populated areas.

G. No Aircraft, except helicopters which shall land on helipads, or as otherwise instructed by the control tower, shall take off or land on Taxiways or any paved or unpaved area other than designated Runways except by specific authority of the control tower in an emergency.

H. No Aircraft shall be taxied, takeoff begun, or landing be made, without information or clearance from the control tower, except in case of emergency. The foregoing may be modified for authorized Aircraft operations upon the Aircraft when the control tower shall be closed.

(§10.12.040 repealed reenacted Ord. 028-05)

10.12.050: HOURS OF OPERATION

The hours of operation at the Airport shall be that period beginning at 0700 hours (seven A.M.), local time each morning until 2300 hours (eleven P.M.), local time each evening, as limited pursuant to Sections 10.12.030 and 10.12.060, and except that the Airport shall be closed at all other times for all Aircraft departures, except as expressly provided herein.

(§10.12.050 repealed reenacted Ord. 028-05)

10.12.060: NIGHTTIME OPERATIONS

The following shall apply to all Nighttime Operations at the Airport.

A. Nighttime Operations by Scheduled FAR Part 121/135 Commercial Airlines. All scheduled FAR Part 121/135 commercial airlines shall be subject to the following limitations:

1. All Aircraft certified under FAR Part 25 and all turbo jet Aircraft engaging in such Nighttime Operations shall be required to comply with or be exempt from FAR Part 36, Stage 3 noise regulations. Aircraft designated by a Stage 2 noise rating shall be prohibited from engaging in Nighttime Operations unless otherwise provided by these regulations.

2. All such commercial operations shall have arrived at the Airport (landed on the ground) prior to 2300 hours, local time. It is the responsibility of the Pilot and the operator of each Aircraft, jointly and severally, to have departed from its final point of departure prior to arrival at the Airport at such a time to allow for arrival at the Airport within this time limitation taking into account all factors, including, without limitation, the following:

- a. Foreseeable gate delays;
- b. Foreseeable air traffic control (ATC) delays;
- c. Foreseeable weather conditions at point of departure, en route to the Airport and at the Airport;
- d. Individual Aircraft performance capabilities.
- e. Information contained in all applicable NOTAMS;

3. If such a flight operation is expected to arrive at the Airport at any time after 2300 hours local time, that Air Carrier shall immediately report that flight prior to arrival to the Director of Aviation, or to the Director's designee.

4. For all actual late arrivals and departures, (landed or departed after Airport closure, whether or not they were required to be reported pursuant to subdivision (3) of this subsection) the Air Carrier must file a full written report (signed and certified as accurate by an authorized official or employee of the carrier) on that flight operation with the Director of Aviation on the day following the late arrival, which report must include the following:

- a. Certified scheduled departure time and actual gate departure time;
- b. Copy of original flight plan of the non-stop to Aspen flight leg;
- c. Stated reason for the late departure and/or late arrival;
- d. Weather report at point of departure, en route and at the Airport at the time of gate departure;
- e. Number of passengers on board the Aircraft;
- f. Time of arrival at the Airport; and
- g. Time of any departure, pursuant to subdivision (5) of this subsection, and number of passengers on departing Aircraft.

5. In the event of any operation conducted after closing as defined herein, Pitkin County reserves all rights to enforce against Pilots and operators, jointly and severally, all penalties prescribed in Chapter 10.32. However, the County, including the County court will consider mitigating factors including, without limitation, the following:

- a. Facts indicating compliance with subsection (A)(2)(a) through (e) and (A)(4)(a) through (g) of this section;
- b. Facts or circumstances causing the delay beyond the control or reasonable foreseeability of the Pilot and/or operator;
- c. The extent of the closure violation;
- d. A number and/or pattern of closure violations indicating a lack of an intent to evade the closure regulations.

6. Any non-stop flight operation between Denver and the Airport that arrives at the Airport under the provisions of subsection (A)(3) of this section, may depart from the Airport and return to Denver, if the turnaround departure is prompt and is necessary for the operational plan of the Air Carrier without incurring any further violation of this provision.

7. All scheduled FAR Part 121/135 commercial airlines departures from the Airport, except as expressly provided in subsection (A)(6) of this section, shall depart prior to 2230 hours, local time.

B. All Nighttime Operations at the Airport, other than those commercial operations covered by the provisions of subsection (A) of this section, shall be subject to the following:

1. All Aircraft certified under FAR Part 25 and all turbo jet Aircraft engaging in nighttime operations at the Airport shall be required to be in compliance with, or exempt from, FAR Part 36, Stage 3 regulations. Aircraft designated by a Stage 2 noise rating shall be prohibited from engaging in Nighttime Operations unless otherwise provided by these regulations.

2. All Aircraft engaging in Nighttime Operations at the Airport shall comply with all relevant Federal Aviation Regulations and any special operating restrictions established by Section 517 of the Federal Aviation Administration Authorization Act of 1994 (Public Law 103-305) regarding Nighttime Operations at the Airport. (~~§10.12.060 repealed reenacted Ord. 028-05~~)

10.12.070: EMERGENCIES

The Director of Aviation is authorized to waive compliance with requirements of this Section 10.12 in a bona fide emergency. (*§10.12.070 repealed reenacted Ord. 028-05*)

10.12.080, 10.12.090, 10.12.100, 10.12.110, 10.12.120, 10.12.130, 10.12.140, 10.12.150, 10.12.150, 10.12.170, 10.12.180, 10.12.190, 10.12.200, 10.12.210, (*repealed Ord. 028-05*)

10.14: AIRCRAFT OPERATIONS

SECTIONS:

- 10.14.010 PILOT CERTIFICATE REQUIRED—EXCEPTION
- 10.14.020 WARM-UPS AND FINAL CHECKS OF AIRCRAFT
- 10.14.030 TAXIING
- 10.14.040 STARTING OF AIRCRAFT—REQUIREMENTS
- 10.14.050 PARKING GENERALLY
- 10.14.060 DAMAGE TO FACILITIES
- 10.14.070 REPAIRS AND SERVICES TO AIRCRAFT
- 10.14.080 PASSENGER LOADING AND UNLOADING
- 10.14.090 PERFORMANCE TESTS ON EXPERIMENTAL AIRCRAFT

10.14.010: PILOT CERTIFICATE REQUIRED—EXCEPTION

No Person shall operate, or permit to be operated, any civil Aircraft on the Airport unless the operator or Pilot thereof shall possess a current valid private, special purpose, commercial, or airline transport Pilot certificate or flight instructor certificate, issued by the FAA; provided that this section shall not apply to the ground operation of Aircraft by Airline maintenance personnel or student Pilots operating upon instructions from a certified flight instructor. (*§10.14.010 repealed reenacted Ord. 028-05*)

10.14.020: WARM-UPS AND FINAL CHECKS OF AIRCRAFT

Warm-ups and final checks prior to take-offs shall be performed on Taxiway warm-up areas only and shall not be performed on with Aircraft remaining clear of the Runways at all times. (*§10.14.020 repealed reenacted Ord. 028-05*)

10.14.030: TAXIING

A. All Aircraft shall be taxied at all times at a slow and reasonable speed and in a safe manner and under control of the Pilot thereof. Pilots shall taxi at their own discretion in accordance with these rules in areas not visible from the control tower.

B. No Aircraft shall be taxied into or out of any hangar.

C. Taxiing of all Aircraft shall be confined and limited to hard-surfaced Runways, Taxiways and aprons.

D. Aircraft will lower flaps when taxiing into and out of gate parking positions on the terminal building Ramp. (*§10.14.030 repealed reenacted Ord. 028-05*)

10.14.040: STARTING OF AIRCRAFT—REQUIREMENTS

A. No Aircraft engine will be started without adequate fire extinguishers of approved type being immediately available and in or near the Aircraft when engines are being started.

B. No Aircraft engine shall be started or operated unless a competent operator is in the Aircraft attending the controls and the parking brakes are set or wheels are properly blocked.

C. No Aircraft engine shall be started or run in any hangar, or when Aircraft is tailed toward hangar doors, or when positioned so as to endanger Persons or damage any Building or property.

(*§10.14.040 repealed reenacted Ord. 028-05*)

10.14.050: PARKING GENERALLY

A. No Person shall park any Aircraft in any area not designated for such purpose by the Director of Aviation, or his or her authorized representative.

B. Parked Aircraft shall have parking brakes set, or wheels properly blocked and shall be firmly secured to the ground by ropes or other appropriate means when left unattended.

C. No Person shall park any Aircraft on any of the public, nonexclusive areas (not designated for that purpose) of the Airport without the prior written consent of the Director of Aviation, or his or her authorized representative. (*§10.12.050 repealed reenacted Ord. 028-05*)

10.14.060: DAMAGE TO FACILITIES

Damage to field lighting equipment or other equipment or on Facilities of the Airport shall be paid for by the operator, Pilot or other Person, firm or corporation responsible therefor.

(*§10.14.060 repealed reenacted Ord. 028-05*)

10.14.070: REPAIRS AND SERVICES TO AIRCRAFT

All repairs to Aircraft shall be made in areas designated by the Director of Aviation or his or her authorized representative. No services will be permitted to Aircraft occupying loading and unloading positions on a Ramp adjacent to the air terminal except those services incidental to the preparation of the Aircraft for immediate departure, such services to include, among other things, Fueling, inspection, interior cleaning, any nonroutine Maintenance involving Minor Repairs and the replacement or adjustment of equipment of an emergency nature or in order to insure the safe departure of the Aircraft. Any Person performing such services shall leave the Ramp area used therefore in a neat, clean, safe and orderly condition upon completion of such services. (*§10.14.070 repealed reenacted Ord. 028-05*)

10.14.080: PASSENGER LOADING AND UNLOADING

No passenger shall be loaded on or unloaded from any Aircraft, except helicopters, until the engine or engines have come to a complete stop. (*§10.14.080 repealed reenacted Ord. 028-05*)

10.14.090: PERFORMANCE TESTS ON EXPERIMENTAL AIRCRAFT

Performance tests on experimental Aircraft conducted from or on the Airport shall be conducted only with the written permission of the Director of Aviation, or his or her authorized representative. (*§10.14.090 repealed reenacted Ord. 028-05*)

10.16: FEES, RATES AND CHARGES AT THE AIRPORT

SECTIONS:

10.16.010 GENERAL AUTHORITY

10.16.020 USE OF THE PUBLIC AIRFIELD FACILITIES, INCLUDING LANDING FEES

10.16.030 FUELING OPERATIONS PERMIT FEES

10.16.040 FLOWAGE FEES

10.16.050 RENT

10.16.060 PAYMENTS

10.16.070 GROUND TRANSPORTATION

10.16.080 BUSINESSES IN TERMINAL BUILDING—CHARGE FOR OCCUPYING SPACE.

10.16.090 PASSENGER FACILITY CHARGES

10.16.010: GENERAL AUTHORITY

A. As authorized by the 2004 Colorado Revised Statutes Sections 41-4-101 et seq., 30-11-107; 30-15-401; 30-35-201 and 30-35-202, the County has the authority to set, charge, collect and enforce fair and reasonable rents, fees and charges for the occupancy and use of the Airport. (Ord. __-2004 (12-01-04).

B. The Board of County Commissioners reserves the right to amend the Airport rates and charges as necessary and appropriate, including, but not limited to, imposing fees and charges upon Aircraft engaged in general aviation activities at or upon the Airport.

C. All Persons obligated to pay rates and charges to the County for use of the Airport shall be responsible for paying the then-current rates and charges, except as may expressly be provided in a lease, license or permit executed by the County. (~~§10.16.010 repealed reenacted Ord. 028-05~~)

10-16-020: USE OF THE PUBLIC AIRFIELD FACILITIES, INCLUDING LANDING FEES

A. The rates and charges for the use of the Public Airfield Facilities, including landing fees imposed on Air Carriers serving the Airport and operators authorized to use the Airport, shall be as enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion. (Ord. __-2004 (12-01-04).

B. It shall be the responsibility of the Director of Aviation or his or her authorized representative to collect any such landing fee unless it is known to or can be demonstrated to the official collecting the fee that other written contractual arrangements have been made with the County.

C. Any fees collected under this section of these rules and regulations shall be promptly remitted by the official collecting the same to the County's finance office with backup accounting therefore.

D. The County shall provide the Air Carriers with thirty (30) days' advance written notice of any change in landing fee amounts.

E. No landing fee will be levied or assessed in the event an Aircraft departs from the Airport for another destination, which Aircraft, without making a stop at another airport, is forced to abort its flight and to return to and land at the Airport because of meteorological conditions, mechanical or operating causes or for any similar emergency or precautionary reason. (Res. 87-56 (~~§10.16.020 repealed reenacted Ord. 028-05~~))

10.16.030: FUELING OPERATIONS PERMIT FEES

A. All Fueling Operations Permittees shall pay the County, via the Director of Aviation, a fee upon application for a Fueling Operations Permit, and upon any subsequent renewal of that Permit, which fees are enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion.

B. If the Fueling Operations Permit is denied, the fee is nonrefundable, to compensate the County for the cost of processing the application.

C. If the Fueling Operations Permit is granted, the fee shall be a Permit fee for twelve (12) months. (*§10.16.030 repealed reenacted Ord. 028-05*)

10.16.040: FLOWAGE FEES

A. There is imposed on, and shall be paid by, Air Carriers serving the Airport and operators authorized to use the Airport, fuel flowage fees for fueling operations pursuant to a Fueling Operations Permit, which fees are enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion.

B. The fuel flowage fees shall be payable monthly on the tenth day of each month after any fueling operations during the term of the Permit.

C. If payment in full of any fees hereunder is not received by the tenth of the month, such payment will be considered in arrears and will be assessed a late charge for each month or part of a month unpaid. (*§10.16.040 repealed reenacted Ord. 028-05*)

10.16.050: RENT

A. The Air Carriers shall pay an annual rent in equal monthly installments for rental of space assigned to that Air Carrier by the Director of Aviation, which rental fees are enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion.

B. No rental fees shall be made for remote passenger boarding space. However, the County reserves the right to, at any time, establish a reasonable per-use charge for such space if the space is being regularly and frequently used by any Air Carrier.

C. The rental fees shall be paid on the first day of each and every month. All late payments shall bear interest at the rate of twenty-four (24) percent per annum and interest shall be due and payable without demand. (*§10.16.050 repealed reenacted Ord. 028-05*)

10.16.060: PAYMENTS

A. Rental fees shall be paid as set forth in Section 10.16.050 (C).

B. Air Carriers and Airport users shall also submit additional payments to the County concurrently with their submission of monthly reports (as described in Section 10.20.100) as follows:

1. Any charges for the use of the Public Airfield Facilities for the preceding month, as enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion; and

2. Any other charges for services as negotiated by the County and the Air Carriers for the use of space, services or for other purposes including, but not by way of limitation, all police security charges provided by Pitkin County, as required by the Federal Aviation Administration, or as may be specifically requested. (*§10.16.060 repealed reenacted Ord. 028-05*)

10.16.070: GROUND TRANSPORTATION

There is imposed on, and shall be paid by, all commercial ground transportation operators, fees for entry and use of the Airport Facilities, which fees are enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion. (*§ 10.16.070 repealed reenacted Ord. 028-05*)

10.16.080: BUSINESSES IN TERMINAL BUILDING—CHARGE FOR OCCUPYING SPACE

There is imposed on, and shall be paid by, all Persons occupying space in the terminal Building at the Airport exclusively for their own Business purposes (except Aircraft operations coming within the provisions of Article 30) and not having other contractual arrangements with the County, a rate or charge per square foot of such space, which rate or charge is enumerated in the document entitled "Airport Fees And Charges" as published by the Director of Aviation, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion. (*§ 10.16.080 repealed reenacted Ord. 028-05*)

10.16.090: PASSENGER FACILITY CHARGES

Pursuant to 49 U.S.C. § 40117, as it may be amended, and upon FAA approval, the County may collect passenger facility charges for every enplaned passenger at the Airport, which fees may be used by the County to fund certain eligible projects. The Airlines shall cooperate in the collection of Passenger Facility Charges in the manner provided by Federal Aviation Regulation Part 158, as amended, if amended. (*§ 10.16.090 repealed reenacted Ord. 028-05*)

10.20: AIRCRAFT FUELING REGULATIONS

Sections:

10.20.010 PURPOSE

10.20.020 FUELING OPERATIONS PERMIT

10.20.030 DOCUMENTS IN SUPPORT OF A FUELING OPERATION PERMIT.

10.20.040 PERMIT APPLICATION AND ISSUANCE

10.20.050 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

- 10.20.060 REQUIREMENTS OF AND RESTRICTIONS ON FUELING OPERATIONS
- 10.20.070 FUELING FACILITIES AND EQUIPMENT
- 10.20.080 FUEL SPILLS
- 10.20.090 INSURANCE
- 10.20.100 RECORDS AND MONTHLY REPORTS
- 10.20.110 PERMIT RENEWAL
- 10.20.120 PERMIT SUSPENSION
- 10.20.130 PERMIT REVOCATION
- 10.20.140 EFFECT OF SUSPENSION/REVOCATION

10.20.010: PURPOSE

The purpose of these regulations is to establish and support a system at the Airport for the safe, efficient, professionally-managed and environmentally-responsible storage, handling and dispensing of Fuel to Aircraft.

Recognizing the County's obligation to provide Aircraft owners and operators with the opportunity to Fuel their own Aircraft, these regulations also provide for Self-Fueling. For purposes of this Chapter 10.20, references to "Fueling Operations", "Fueling Operations Permit" or "Permitte" shall apply to both Retail Fuel Sales and Self-Fueling, unless a contrary meaning is plainly indicated. (*§ 10.20.010 repealed reenacted Ord. 028-05*)

10.20.020: FUELING OPERATIONS PERMIT

A. Prior to, and as a pre-requisite to, the conduct of any Fueling Operations, a Person must possess a Fueling Operations Permit issued by the Director of Aviation, which permit may be either a Retail Fuel Sales permit or a Self-Fueling permit, and conform to all procedures outlined herein and therein.

B. A Retail Fuel Sales permit may be included in a written lease between the County and an FBO or S-FBO and shall be subject to the applicable provisions of that lease, the Minimum Standards and this division. (Ord. 93-14 § 1 (part)). For purposes of this Chapter 10.20, conditions on Fueling Operations imposed on "Permittees" shall apply equally to any FBO or S-FBO conducting Retail Fuel Sales pursuant to a lease with the County. (*§ 10.20.020 repealed reenacted Ord. 028-05*)

10.20.030: DOCUMENTS IN SUPPORT OF A FUELING OPERATIONS PERMIT

A. The Director of Aviation reserves the right to publish and amend, from time to time, all forms and documents referred to in these regulations or reasonably necessary to accomplish the purpose of these regulations including, without limitation, permit application form; permit form; permit denial form; mobile Fuel dispenser checklist; flowage fee reports; Fuel handler's examination and study guide; Fuel spill report form; and notice of permit suspension form.

B. Such forms and documents shall be created or amended by an internal County rule-making process that includes notice to affected parties, an opportunity to be heard (or for written comments) and an appeal or objection process. (~~§ 10.20.030 repealed reenacted Ord. 028-05~~)

10.20.040: PERMIT APPLICATION AND ISSUANCE

A. An applicant for a Fueling Operations Permit shall file with the Director of Aviation an application on a form provided for that purpose which must be signed by the applicant. The burden shall be on the applicant to provide the County with a true and complete application and to promptly update the application information as necessary during the term of a permit or renewal thereof. Information provided in the application will be maintained as confidential, if so requested by the applicant, to the extent permitted by law. Such application form shall include, without limitation, the following:

1. The name, address and twenty-four (24) hour telephone numbers of the primary (and, if available, secondary) contact Person of the applicant;
2. The requested date for commencement of the Fueling Operations and the requested term of conducting the same, provided that the term of any Self-Fueling Permit shall be no longer than 12 months;
3. A map to scale of the location of property requested or desired to be occupied or used;
4. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the Fueling Operations and applicant's proposal for and constructing/installing and financing the same;
5. A detailed description and identification of the Aircraft to be fueled and all equipment and Facilities to be used and copies of all documents indicating ownership and/or the applicant's right to use of same;
6. The number and identification of Persons proposed to conduct the Fueling Operations;
7. The hours of proposed Fueling Operations;
8. Proof of insurability to the types and limits of insurance coverage as provided herein;
9. A listing of the federal, state and local laws, rules and regulations to which the operations are subject;
10. A plan for compliance with the County's management, environmental and land-use requirements, policies and goals;
11. The mailing address to which notices under these regulations are to be sent by certified mail;
12. Any other information determined by the Director of Aviation to be reasonably necessary or useful in the review and evaluation of the application and/or the conditions of the permit.

B. The Director of Aviation reserves the right, prior to certification of an application as complete, to forward applications to referral agencies including, without limitation, the fire

marshal, the sheriff's department and the building inspection department, for review and comment on safety and hazardous materials concerns arising from the proposed Fueling Operations. In that event, no Fueling Operations Permit shall issue and no Fuel dispensed without requisite approvals from these agencies or departments.

C. When an application has been filed with the Director of Aviation and certified by the Director to be in complete and proper form, the Director shall arrange inspections(s) of the applicant's proposed Fueling Operations including, without limitation, the site, Facilities and equipment for the proposed operation(s) in order to verify compliance or determine what action is necessary in order to be in compliance with these regulations.

D. The Director shall issue or deny in writing a Fueling Operations Permit within thirty (30) days of receipt of a complete application or within other such reasonable time as may be necessary for the full and complete review of the application. If issued, the permit may contain such conditions, requirements and restrictions as are determined by the Director of Aviation to be reasonably necessary to accomplish the purposes of these regulations. Grounds for denial shall be a finding of one or more of the following:

1. The applicant has failed to provide required information or has provided incomplete, false or misleading information in his or her application;
2. The applicant's proposed Fueling Operation(s) will violate an applicable law, ordinance or regulation;
3. The applicant (or proposed personnel) is then subject to a suspension under these regulations or has had a Fueling Operations Permit revoked within the two years immediately preceding the date of application;
4. The applicant has failed to prove that it meets the minimum requirements of these regulations; or
5. The applicant has failed to prove that it holds any other permits, licenses or certificates required by the Uniform Fire Code or other ordinances or laws.

E. A Self-Fueling permit issued by the Director of Aviation shall be displayed in a conspicuous place on the Permittee's premises at all times. Such permit shall be made available for inspection at any reasonable time upon request by the Director of Aviation or designee.

F. A Self-Fueling permit will be valid for no more than twelve (12) consecutive calendar months from the date of issuance.

G. Fueling permits expressly are not assignable or transferable. (*§ 10.20.040 repealed reenacted Ord. 028-05*)

10.20.050: COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

A. A Permittee shall at all times insure that Fueling Operations conducted by the Permittee thereunder are in strict compliance with all then-current applicable County, state and federal laws and regulations and the terms and conditions of applicable insurance policies.

B. A Permittee shall comply with all standards of the National Fire Protection Association (NFPA) and the American Petroleum Institute (API) including, but not limited to, those standards set out in the NFPA's Part 407, Aircraft Fueling and Servicing, API's Bulletin Number 1542,

Airport Equipment Marking for Fueling Identification, the Uniform Fire Code, and applicable FAA Advisory Circulars, all as they may be amended.

C. It shall be the responsibility of the Permittee to know and keep current all changes to applicable County, state and federal laws and regulations, whether then in effect or enacted after the permit is issued.

D. FAA Advisory Circular No. 150/5230-4, Subj: Aircraft Fuel Storage, Handling, and Dispensing on Airport, with all current changes, shall be used for determining the minimum requirements for training of fueling personnel, inspections, procedures for dispensing, filtering, minimum safety requirements for refueling vehicles, emergency procedures, and other related fueling safety items. (~~§ 10.20.050 repealed reenacted Ord. 028-05~~)

10.20.060: REQUIREMENTS OF AND RESTRICTIONS ON FUELING OPERATIONS

A. Personnel.

1. Aircraft Fueling Operations shall be conducted solely and exclusively by the Permittee personally or by Permittee's own employees.

2. Aircraft Fueling Operations, including the use of Facilities and equipment, shall be conducted only by Persons instructed in the methods of proper use and operation of such equipment and who are qualified to use such equipment.

3. Permittee shall not allow unauthorized personnel to occupy or use its sites, Facilities or equipment.

B. Training Program/Policies and Pro-cedures.

1. A Permittee shall not conduct Fueling Operations, until the Permittee has successfully completed a fueling training program approved by the County. Proof of training, i.e., test scores, shall be kept on file for inspection in the office of the Director of Aviation.

2. A Permittee shall not conduct Fueling Operations until the Permittee has adopted a written policies and procedures manual covering all aspects of its Fueling Operations, including self-inspection procedures.

C. Inspection.

1. A Permittee or the employees of Permittee shall not begin Fueling Operations until the Director of Aviation has inspected all of the Permittee's fueling Facilities, equipment and policies and procedures and has determined that they comply with the requirements of these regulations.

2. Each Permittee shall prepare a record of its self-inspection and inspection procedures in sufficient detail to assure the Director that the self-inspection procedures are adequate and completed on a regular, recurring basis.

3. A Permittee shall allow the Director of Aviation or his or her designated repre-sentative(s) to enter and inspect any and all equipment and Facilities at all reasonable hours to ensure compliance with the requirements of these regulations and at any time in response to an emergency or a reported or suspected hazardous condition.

D. Fuel Quality and Types.

1. All Fuel shall be clean, bright, pure and free of microscopic organisms, water, or other contaminants.

2. For Self-Fueling permits, permittee shall provide Aircraft Fuel of the types required only by those Aircraft expressly identified on its Self-Fueling permit.

3. Aircraft using MOGAS must meet standards as identified in the applicable supplemental type certificate (STC) for the permitted Aircraft. A copy of this STC shall be provided to the Director of Aviation prior to the issuance of the permit. Permittee shall further certify that the MOGAS does not contain alcohol, methanol, or both which can be detrimental to rubber parts, carburetor, gaskets, and other engine components.

E. Location of Fueling Operations.

1. Aircraft Fueling Operations may be conducted only on those portions of the Airport that are expressly identified and permitted for that purpose.

2. A Permittee shall obtain the written approval of the Director prior to the construction or installation of any Improvement on Permittee's permitted location.

F. Restrictions on Self-Fueling Operations.

1. Permittees are prohibited from selling and/or storing, handling or dispensing Fuel(s) for or to other Airport users including locally based and transient Aircraft. A Permittee or the employees of a Permittee may dispense Fuel on or from Airport premises only to Aircraft expressly identified on its Self-Fueling permit.

2. Fueling of any Aircraft not owned by the Permittee shall constitute violation of the fueling permit and be grounds for immediate suspension and revocation of the permit. Prior to issuance and subsequently upon request by the Director of Aviation, Permittee shall, as a continuing obligation under its permit, be required to provide evidence of ownership of any Aircraft being fueled.

G. Conduct of Fueling Operations.

1. Fueling personnel shall be appropriately clothed. Garments that generate static electricity such as silk, polyesters, or nylon with wool shall not be worn. Shoes shall not contain taps, hobnails, or other material which could generate sparks on the pavement. No Person shall use any material during Fueling/defueling Operations which could cause a static discharge.

2. Fuel dispensing Vehicles always shall be positioned to have a clear exit path.

3. Fuel dispensing Vehicles shall always yield right of way to all Aircraft and snow removal equipment.

4. Hangared Aircraft, while being fueled/defueled, shall be positioned outside of the hangars. At no time, and under no circumstances, shall any Aircraft be fueled or defueled while it is inside any hangar, storage or Maintenance facility.

5. No Aircraft shall be fueled while the engine is running, except that helicopters and fixed-wing Aircraft on authorized and dedicated MEDEVAC, "flight-for-life," disaster relief missions, or bona-fide emergency operations may be fueled while the engine is running provided that the Permittee has developed written safety precautions for such fueling operations and follows the safety precautions for each such fueling operation..

6. No potential sources of Fuel ignition shall be allowed within fifty (50) feet of any Fueling Operation.

7. No electrical switch in an Aircraft shall be operated during Fueling/defueling Operations.

8. No passenger(s) will be permitted in any Aircraft during Fueling/defueling Operations; provided, however, that passengers may be aboard if such procedure is a part of an approved

policies and procedures manual and exit stairs are in place and a trained attendant is at the exit at all times during the operations.

9. Aircraft and fueling equipment shall be electrically bonded to each other to minimize the possibility of sparks from static electricity while fueling/defueling.

10. Fueling equipment may be Parked or positioned on GA Aircraft Ramp, staging or Parking areas only when dispensing Fuel into Permittee's Aircraft.

11. The total amount of Fuel transported onto the Airport for Self-Fueling Operations shall not exceed that amount necessary for a single refueling of the Permittee's Aircraft. All Fuel in excess of that amount shall be removed from the Airport immediately after the Fueling Operation is completed. (*§ 10.20.060 repealed reenacted Ord. 028-05*)

10.20.070: FUELING FACILITIES AND EQUIPMENT

A. All Fuel stored on the Airport must be in permanent Fuel storage tanks. The installation of storage tanks shall conform to the current Uniform Fire Code and Environmental Protection Agency (EPA) standards and, in addition:

1. The determination of whether the tanks shall be installed aboveground or underground is reserved to the County in keeping with then-current regulations and practices.

2. The applicant for a Fueling Operations Permit shall be responsible for all applicable land-use and Building permit approvals including, without limitation, those required under the Airport FAA Master Plan and the Pitkin County land use code, as amended.

3. A Permittee shall require any contractor it hires for construction of permanent Improvement to provide performance and payment bonds acceptable to the Director of Aviation in the full amount of the construction contract naming the Permittee and Pitkin County as joint obligees.

B. Mobile dispensing equipment shall be a minimum capacity of four hundred (400) gallons for each type of Fuel dispensed and, in addition:

1. Jet Fuel and aviation gasolines are prohibited on the same chassis.

2. Approved aviation gasolines of different octanes may be dispensed from separate tanks on one chassis if the Fuel systems are complete and independent of each other. The systems shall include separate loading, plumbing, sumps, pumps, filters, meters, hoses and dispensing nozzles.

3. Mobile refuelers shall have Facilities for bottom loading.

4. Airport Fueling Vehicles shall be maintained and operated to conform to the NFPA Standard Part 407 and shall comply, at all times and in all respects, with the County's published checklist for such equipment.

C. Fuel transport containers shall have a capacity of not less than fifty (50) gallons each, and shall be clearly marked with the type of Fuel to FAA standards.

1. Fuel transport and dispensing tanks/containers must comply with all applicable federal, state and County regulations regarding the transportation and storage of flammable or combustible liquids.

2. Fuel transport and dispensing container(s) shall be mechanically secured in or on the transport Vehicle and shall at all times be clean, leak-free and otherwise well-maintained.

3. Fuel dispensing container(s) shall have a valve mechanism such that water or other contaminants can be drained from the lowest point on the tank, unless equipped with a glass bowl type filter of adequate size approved by the Director of Aviation. A Fuel uplift standpipe shall be constructed such that approximately five (5) to ten (10) percent of the total capacity of the dispensing tank cannot be delivered through the dispensing system (five (5) to ten (10) percent unusable sump).

4. Portable gas cans are prohibited.

D. All Fuel dispensing equipment shall be subject to the following requirements:

1. Pumps, either hand or power operated, shall be used when Aircraft are fueled. Pouring or gravity flow shall not be permitted. Meters for monitoring and reporting flowage shall be used.

2. All Fuel dispensing equipment must be of a kind that requires manual operation to dispense fuel. Neither the dispensing equipment itself nor the operation of the dispensing equipment shall permit unattended Fueling Operations.

E. All fueling Facilities and equipment shall be maintained in a safe and clean condition equal in appearance and character to other similar airport equipment, Facilities and Improvements.

Upon written notice, a Permittee shall perform any reasonable fueling facility maintenance the Director of Aviation determines is necessary. If a Permittee fails to undertake such maintenance within ten (10) working days of receipt of written notice, the Director may perform the maintenance and/or suspend the permit. If maintenance is performed by the County, the Permittee shall reimburse the County, via the Director of Aviation, for the cost of the maintenance performed.

F. Adequate fire extinguishers of an approved type shall be within ready, easy and accessible reach of Persons engaged in the Fueling Operation. There shall be maintained at all times at least one fully charged, approved portable fire extinguisher of not less than "20:B, C" rating.

G. At all times while conducting Fueling Operations, Permittee shall have available for immediate use adequate equipment and materials to clean up small spills including, without limitation, absorbent materials, brooms, shovels and a container for cleaned-up Fuel. (*§ 10.20.070 repealed reenacted Ord. 028-05*)

10.20.080: FUEL SPILLS

A. Upon the occurrence of any Fuel spill at the Airport, all fueling at or near the site of the spill must cease until corrective action, as required by the Director of Aviation, his or her designated representative, or the local fire marshal, is complete. Any Person must immediately report to the Director of Aviation any Fuel spill that meets or exceeds one of the following criteria: Fuel in excess of five (5) gallons); Fuel spreading on the ground in excess of ten (10) feet in length or diameter; Fuel of any amount entering or approaching a storm drain; or Fuel of any amount entering or approaching a temporary or permanent body of water.

B. If there is any cause to believe the amount spilled may be hazardous to the environment or a fire hazard, the Person conducting operations shall next inform the Aircraft Rescue and Firefighting (ARFF) Department and the Aspen Fire Protection District (AFPD) and thereafter

co-operate with ARFF and AFPD in the containment and cleanup of the spill. The Director of Aviation may, in his or her sole discretion, charge Permittee the actual costs of a Fuel spill response by the ARFF. The AFPD may, at its sole discretion, charge Permittee the actual costs of a Fuel spill response by the AFPD. Such costs may include costs for materials, equipment time and crew time.

C. Persons engaged in Fueling/defueling Operations shall exercise due care to prevent overflow or spillage and will take immediate measures to report and remove or assist in the removal of any volatile liquid when spilled.

D. No Person shall start the engine of any Aircraft when there is Fuel on the ground under or aroundvisible from any such Aircraft.

E. After a spill that requires ARFF or AFPD response, the Fueling Operations Permit associated with the spill is deemed to be immediately suspended until the formal written report described below is filed by the Permittee with the Director of Aviation.

F. The formal written report to be filed by the Permittee with the Director of Aviation as soon as possible after the Fuel spill incident shall include:

1. Permittee name;
2. Registration number(s) of Aircraft involved or affected by the spill;
3. Exact time/date and location of spill;
4. Description of spill including type of Fuel spilled and Permittee's representation as to total amount of the spill;
5. Itemized listing of personnel and equipment on scene during the spill and spill response;
6. Representation as to the cause of the spill;
7. Description of all clean-up and remedial actions;
8. Step(s) undertaken to ensure no further reoccurrence of such an incident; and
9. Any other information determined by the Director of Aviation to be reasonably necessary or useful in reviewing or evaluating the spill, the cause of the spill and the steps necessary to prevent future similar spills. (*§ 10.20.080 repealed reenacted Ord. 028-05*)

10.20.090: INSURANCE

A. A Permittee shall, at his or her own expense, purchase, maintain and keep in force during the term of the permit such categories of casualty and liability insurance as are set forth below. The Permittee shall not commence Fueling Operations under a permit unless all the insurance required under the permit has been obtained and such insurance has been approved by the County.

B. The Director of Aviation reserves the right, in consultation with the Airport's insurance advisors, to establish from time to time in response to each application or renewal application for a Fueling Operations Permit, required indemnity and insurance forms and coverages including, without limitation: types of coverages (including endorsements, conditions and exclusions); limits of liability and deductibles; and the written proof of required coverages. Such requirements shall be commercially-reasonable for the activities to be undertaken by Permittee, non-discriminatory, and consistent with standards and forms then-current in the industry.

C. The minimum coverages and endorse-ments shall be:

1. Employer's insurance:
 - a. Worker's compensation; and
 - b. Employer's liability.
 2. Liability insurance: comprehensive broad form general liability (including endorsements for contractual indemnity, premises, products/completed operations, independent contractors, personal injury and broad form property).
 3. Motor Vehicle liability insurance: comprehensive liability (including coverage for owned, hired and non-owned Vehicles).
- D. It shall be the responsibility of a Permittee to deliver and maintain a current copy of a complying certificate of insurance with the Director of Aviation. (~~§ 10.20.090 repealed reenacted Ord. 028-05~~)

10.20.100: RECORDS AND MONTHLY REPORTS

- A. Each Permittee shall maintain complete and accurate records of all Fuel delivered and dispensed and shall allow the Director or his or her official representative to inspect its records at any reasonable time.
- B. Each Permittee shall, on the tenth day of each month, submit to the Director of Aviation a report of Fuel dispensed during the previous month, specifying each Fueling Operation by the type(s) and amount(s) of Fuel dispensed, registration number of fueled Aircraft, time and date of Fueling Operations and Person(s) conducting the operations.
- C. Each Permittee shall, on the tenth day of each month, submit to the Director of Aviation a copy of the original report received from the Permittee's supplier(s) showing the types, amounts and date(s) of Fuel delivered to Permittee.
- D. Each Permittee shall keep on file written daily sump check records for inspection. (~~§ 10.20.100 repealed reenacted Ord. 028-05~~)

10.20.110: PERMIT RENEWAL

An application for renewal of a Fueling Operations Permit must be made at least forty-five (45) days prior to expiration of the existing permit. A new application must be filed for each renewal but new applications may incorporate any previous application(s) to the extent that any such information on previous applications is expressly represented to be unchanged. (~~§ 10.20.110 repealed reenacted Ord. 028-05~~)

10.20.120: PERMIT SUSPENSION

- A. The Director of Aviation may suspend a Fueling Operations Permit or suspend Fueling Operations authorized by a lease upon proof by a preponderance of the evidence that one or more of the following has taken place:
 1. The Permittee or Lessee has violated any provision of these regulations or the subject permit;

2. Permittee or Lessee has failed to properly report or respond to a Fuel spill or failed to properly pay charges assessed as a result of a Fuel spill;
3. The Permittee or Lessee has given false or misleading information during the application or renewal process;
4. The Permittee or Lessee has given false or misleading information in the reporting of any information specified in these regulations;
5. The Permittee or Lessee has failed to pay any fees or charges required by these regulations;
6. The Permittee or Lessee has knowingly failed to co-operate, or has impeded or hindered an inspection by the Director of Aviation or his or her authorized representative to inspect any and all elements of the subject Fueling Operations;
7. The Permittee or Lessee has failed to maintain or to prove then-current required insurance coverages;
8. The Permittee or Lessee has failed to make needed corrections to its Fueling Operations in a timely manner as directed by the Director;
9. Permittee or Lessee has knowingly or persistently failed to comply with reasonable directions of the Director of Aviation; or
10. Permittee or Lessee has taken any action that causes or is likely to cause a safety risk or hazard.

B. The Director of Aviation may immediately and summarily suspend any permit or Fueling Operations authorized by a lease (or any unpermitted Fueling Operations) for any violation of any term or condition of a permit or these regulations. Notice of suspension may be given orally by the Director of Aviation, if followed promptly by written notice served as provided herein. The County may pursue additional or alternative remedies as may be authorized pursuant to a lease with an FBO or S-FBO.

C. A notice of suspension shall contain a statement setting forth the reasons for the suspension and the period of the suspension and notify the Permittee or lessee of his or her right to appeal.

D. Notices hereunder shall be served upon a Permittee, Lessee or unpermitted Person by the Director of Aviation by certified mail, return receipt requested, or by personal delivery. Such notice shall be effective two (2) Business days following proper mailing or personal delivery. The refusal to accept such notification, if properly made by the Director, will not stay the suspension action.

E. A request for an appeal of a suspension must be made in writing to the County court and served on the Director of Aviation within ten (10) calendar days of the effective date of a written notice of suspension in the same manner provided for service on Permittee, Lessee or unpermitted Person. A timely request for appeal stays the effect of the suspension unless the Director certifies in a written denial of reinstatement served upon the suspended Permittee or lessee that such a stay would, in his opinion, cause imminent peril to life or property.

F. Upon receipt of a timely request for appeal, the County court/Director of Aviation shall promptly schedule a hearing before the duly appointed County hearing officer in order to allow the Permittee or lessee to show cause why the permit or lease provisions should not be suspended. The hearing officer's written decision after such a hearing shall be served on the

Permittee, Lessee or unpermitted Person as provided herein. (*§ 10.20.120 repealed reenacted Ord. 028-05*)

10.20.130: PERMIT REVOCATION

A. The Director of Aviation may revoke a Fueling Operations Permit or terminate provisions of a lease authorizing Fueling Operations upon proof by a preponderance of the evidence that one or more of the following has taken place:

1. Permittee or lessee has willfully violated any provision of these regulations or the subject permit and such an act or omission has resulted in the creation or Maintenance of a safety or environmental hazard;
2. Permittee or lessee has been suspended twice for acts or omissions within a two-year period; or
3. Permittee or lessee has conducted Fueling Operations while under suspension.

B. A notice of revocation shall contain a statement setting forth the reasons for the revocation and the period of the revocation and notify the Permittee or lessee of the right to appeal.

C. Notices hereunder shall be served upon a Permittee, lessee or unpermitted Person by the Director of Aviation by certified mail, return receipt requested, or by personal delivery. Such notice shall be effective two (2) Business days following proper mailing or personal delivery. The refusal to accept such notification, if properly made by the Director, will not stay the revocation action.

D. A request for an appeal of a revocation must be made in writing to the County court and served on the Director of Aviation within ten (10) calendar days of the effective date of a written notice of revocation in the same manner provided for service on Permittee or lessee. A timely request for appeal stays the effect of the revocation unless the Director certifies in a written denial of reinstatement served upon the suspended Permittee or lessee that such a stay would, in his or her opinion, cause imminent peril to life or property. (*§ 10.20.130 repealed reenacted Ord. 028-05*)

10.20.140: EFFECT OF SUSPENSION/REVOCATION

A. A notice of suspension (as it may be modified by the appeal process) shall specify the period of suspension. If the period of suspension is less than the time remaining on the subject permit or lease, Permittee or lessee may resume Fueling Operations only after an inspection by the Director of Aviation to determine that the basis of the suspension has been cured and a written certification of reinstatement by the Director. If the period of suspension is equal to or greater than the time remaining on the subject permit or lease, Permittee or lessee may resume Fueling Operations only after a new application process hereunder.

B. The minimum period of a revocation shall be two years, after which a Permittee or lessee is eligible to apply for a new Fueling Operations Permit. (*§ 10.20.140 repealed reenacted Ord. 028-05*)

10.24: USE REGULATIONS FOR AIRCRAFT OPERATORS

Sections:

- 10.24.010 General Provisions.
- 10.24.020 Public Airfield Facilities To Be Provided.
- 10.24.030 Use Of Public Airfield Facilities.
- 10.24.040 Ramp Services And Use.
- 10.24.050 Use In Wartime Or National Emergency.
- 10.24.060 Letting Of Exclusive And Nonexclusive Passenger Terminal Premises.
- 10.24.070 Utilities, Maintenance And Custodial Services.
- 10.24.080 Signs.
- 10.24.090 Vending Machines.
- 10.24.100 Destruction Of Premises.
- 10.24.110 Reports.
- 10.24.120 Indemnification.
- 10.24.130 Insurance.
- 10.24.140 Laws And Regulations.
- 10.24.150 Discrimination.

10.24.010: GENERAL PROVISIONS

A. The provisions of this chapter shall apply to all Airlines operating at the Airport from and after the date of adoption unless (and during the period that) the Airline shall have a lease for the use of the Airport Facilities with the Board of County Commissioners which lease is not subordinate to these rules and regulations. Upon termination of any such lease, the provisions of this chapter shall apply as to any authorized activity on the Airport.

B. Nothing herein shall be construed to exempt any Airline from compliance with any and all provisions of this title. (*§ 10.24.010 repealed reenacted Ord. 028-05*)

10.24.020: PUBLIC AIRFIELD FACILITIES TO BE PROVIDED

A. The County will provide, and maintain in good condition and repair, at the Airport, in accordance with good airport Maintenance practices, and make available for use by all Aircraft operators, the Public Airfield Facilities, and any additions or Improvements thereto. The County shall remove snow and ice from the Public Airfield Facilities as close to the air terminal as practicable, except as expressly provided in Section 10.24.070 of these regulations.

B. The County may from time to time increase the size or capacity of any such Public Airfield Facilities or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them, or any portion or portions of them, either temporarily or permanently, and the County will attempt to keep at a minimum any disruption or inconvenience that such projects may cause. . (~~§ 10.24.020 repealed reenacted Ord. 028-05~~)

10.24.030: USE OF PUBLIC AIRFIELD FACILITIES

A. Airlines and other Aircraft operators shall be entitled to use the Public Airfield Facilities for the following purposes:

1. Runways, for the purpose of the landing and taking off of Aircraft;
2. Taxiways, for the purpose of the ground movement of Aircraft;
3. Public passenger Ramps and apron areas, for the purpose of unloading and loading passengers, baggage, freight, mail, supplies and cargo to and from Aircraft, together with the right to use designated portions of the Ramps for delivery and pick-up of freight, cargo, and mail by ground Vehicles or other means and the right to use designated portions of the Ramps for operation and reasonable Parking for them and their contracted Vehicles servicing Aircraft, and for the purpose of performing such Fueling and other Ramp services; all of which rights to public Ramp and apron are more extensively defined in Section 10.24.040;
4. Training operations of Airlines; and
5. Any other use normally incident to the foregoing.

B. The use of the Public Airfield Facilities by the Airlines may be in common with other public users, upon compliance with the reasonable and nondiscriminatory terms and conditions (including the payment of rates, fees and charges) upon which they are made available for such use, and in conformity with the reasonable rules and regulations prescribed by, or which may be prescribed by, the County with respect to the uses thereof including, but not by way of limitation, rules, regulations and directives relating to safety and security of the Public Airfield Facilities. . (~~§ 10.24.030 repealed reenacted Ord. 028-05~~)

10.24.040: RAMP SERVICES AND USE

A. The Airlines shall have the use of only those Ramp spaces designated by the Director of Aviation for their use. No services will be permitted by the Airlines to Aircraft occupying such loading or unloading positions other than those services (herein called "Ramp Services") incidental to the immediate preparation of Aircraft for scheduled departure, such services to include, among others, fueling, inspection, interior cleaning, a non-routine adjustment of equipment of an emergency nature or in order to insure the safe departure of the Aircraft, unless otherwise authorized by the Director of Aviation or by the County.

B. The Airlines shall have the right to perform their own Ramp Services, but if desirous of having such service performed by a contractor, they shall employ a regular Ramp contractor, by which is meant a Person or concern authorized by the County to perform specific Ramp Services for turnaround services at the Airport, including, but not by way of limitation, another Air Carrier authorized to use the Public Airfield Facilities in accordance with the terms hereof, an FBO or the like permitted to do such Business in accordance with the terms of agreement of such Person or concern with the County, or any other contractor or supplier of such services, provided they supply or perform the services by agreement with the County, which agreements may provide for payment of fees and charges and the abiding by reasonable rules, regulations, and directives of the County and Director of Aviation as a condition of the agreements. Nothing in the foregoing paragraph shall be construed to prohibit the Airline engaging temporary emergency Maintenance services for the emergency repair of Aircraft.

C. Further, it is understood and agreed by the Airlines that the Parking and storage of an Airline's or its contractor's ground Vehicles on its Ramp or apron shall be designated by the Director of Aviation. All such equipment so Parked and/or stored shall be in a workmanlike manner and the area designated for storage shall at all times be kept in clear and orderly condition. No Vehicles shall be Parked as "dead storage" on the Ramp area. Overnight Parking of the Airline's Aircraft shall be allowed on its Ramp space(s) only.

D. Drivers and Vehicles delivering or picking up freight, cargo, or mail at the freight area of the passenger terminal shall be positively directed and controlled by a designated employee or employees of an Airline or an employee or employees of another Airline or other tenant operating on the Ramp, and it shall be the responsibility of the Airline when its employee or employees are so directing such Driver and Vehicle to do so in accordance with the rules and regulations of the County and directives of the Director of Aviation. (*§ 10.24.040 repealed reenacted Ord. 028-05*)

10.24.050: USE IN WARTIME OR NATIONAL EMERGENCY

During the time of war or national emergency, the County shall have the right to enter into agreement(s) with the United States Government for military use of part or all of the Public Airfield Facilities, the publicly owned air navigation Facilities, and other areas or Facilities of the Airport, and if any such agreement becomes effective, the Airlines' use and occupancy of the Airport, insofar as they are inconsistent with the provisions of such agreement(s) with the government, shall be subordinated to those agreement(s). (*§ 10.24.050 repealed reenacted Ord. 028-05*)

10.24.060: LETTING OF EXCLUSIVE AND NONEXCLUSIVE PASSENGER TERMINAL PREMISES

A. The Airlines shall have the right to use of any space or spaces designated for their use by the Director of Aviation.

B. The Airlines are granted the use of the space(s) so designated for the purposes normally associated with an Air Carrier's use of the space, except that in no event shall the same be

construed to permit occupation thereof as a car rental or leasing agency, for hotel or lodge reservations (including telephone "hot lines" therefor) or for Taxi or Limousine services; provided, however, that the foregoing shall not be construed to prohibit the use of the space for ground transportation services contracted for by the Airline to transport its passengers and/or freight by ground transportation in lieu of scheduled flights necessitated by the temporary closure of the Airport by bad weather. The rights of the Airlines under this section shall also include the right of them to carry air freight into and out of the Airport and to make surface pickup and delivery of such freight. The Director of Aviation may, at his or her election, offer substitute transportation by Motor Vehicle to the Airlines' interstate passengers (only) under emergency conditions. Emergency conditions for purposes of this subsection shall include equipment failure, adverse weather conditions, or other causes beyond the control of the Airlines resulting in the Airlines' inability to provide air transportation. The Director of Aviation, in his or her sole discretion, shall determine when an emergency condition exists. The Director of Aviation may act as agent for the Airlines and may impose and collect a reasonable charge for such transportation, to be paid over to Pitkin County or its agent, for providing such substitute service.

C. The Airlines shall be allowed to keep and maintain one pay telephone station in their screened passenger boarding areas as an accommodation to passengers.

D. Airlines may occupy the spaces designated as common areas for the purposes normally associated with an Air Carrier's use of the space.

E. The Airlines may, for themselves, their employees, agents and invitees, use the public Facilities within the common areas of the air terminal such as rest rooms, drinking fountains and the like; provided, however, that there shall be no lounging of the Airlines' employees in such areas. The areas shall meet the standards of the state of Colorado Industrial Commission, COSHA and OSHA, respecting occupancy of the premises by the Airlines' employees. Items required by such legislation or regulatory agencies may be situated in any area.

F. If the Director of Aviation determines, on occasion, that safety of the public requires or, due to the lateness of the hour or for other reasonable causes, convenience requires use of a remote passenger boarding space or area, such space or area shall be considered as added on to the passenger boarding space of the Airline on a temporary basis. Subject to reasonable rules and regulations, the Airline shall have the right to use ten (10) employee Parking spaces in an area designated by the Director of Aviation. (*§ 10.24.060 repealed reenacted Ord. 028-05*)

10.24.070: UTILITIES, MAINTENANCE AND CUSTODIAL SERVICES

A. In consideration of the rents paid, the County will provide heat at its expense within the inside areas occupied by the Airlines. The Airlines shall provide electricity, water, trash removal and other utility services desired by it at its own expense. The Airlines shall also provide snow removal to within three feet outside of any space designated for use by the Airlines and further shall cooperate fully with the County in its removal of snow and ice pursuant to Section 10.24.020.

B. The County shall provide, at its expense, structural Maintenance to the premises, including the repair of damages to the premises not resulting from abuses of the Airlines or their Permittees' negligence or abuse.

C. The County further will provide on a daily basis routine custodial care of the common areas (janitorial services to the satisfaction of the Director of Aviation for the space assigned to the Airlines being the responsibility of the Airlines) including, when appropriate, but not by way of limitation, sweeping, mopping, dusting, vacuuming and trash collection and, as may be required from time to time, waxing and washing. The County shall, as may in the discretion of the Director of Aviation be required, undertake from time to time the painting and refinishing of walls and other structural parts of the premises (exclusive and nonexclusive). (*§ 10.24.070 repealed reenacted Ord. 028-05*)

10.24.080: SIGNS

No Airline shall paint or erect in any manner any sign or advertising displays without the prior written approval of the Director of Aviation. All signs identifying the Airlines shall conform to reasonable standards established by the Director of Aviation with respect to their type, size, design, color, condition and location. . (*§ 10.24.080 repealed reenacted Ord. 028-05*)

10.24.090: VENDING MACHINES

Except for the installation of telephones addressed elsewhere in these regulations, no amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained by the Airlines without prior written permission of the Director of Aviation. (*§ 10.24.090 repealed reenacted Ord. 028-05*)

10.24.100: DESTRUCTION OF PREMISES

If by reason of any cause (other than that of the Airlines) the Airlines' spaces are damaged to such an extent that such premises are unusable in whole or in substantial part, then:

A. The County will make all reasonable efforts to provide substitute Facilities, and such substitute Facilities will be made available to the Airlines in accordance with the schedule of rentals, fees and charges for the use of the Airport established and modified from time to time by the County;

B. If the repairs and rebuilding necessary to restore such premises to the condition existing prior to the occurrence of the damage are, in the reasonable judgment of the County, justified in the light of existing or contemplated construction programs and can be completed within ninety (90) days from the date on which the damage occurred, the County shall so notify the Airline or Airlines in writing and shall proceed with such repairs and rebuilding programs, or if they cannot, in the reasonable judgment of the County, be completed within ninety (90) days, the County, at its option, to be evidenced by notice in writing to the Airline or Airlines, may either: (1) proceed promptly with the repairs and rebuilding, in which event the rental shall be abated as aforesaid; or (2) terminate the use and occupancy of the premises by the Airline or Airlines;

C. If the Airlines, their employees, agents, invitees or licensees shall cause any damage to or destruction of any Airport Building or property, the Airlines shall so notify the Director of Aviation immediately and make immediate arrangements for restoration of the damage at the Airlines' expense. The Airlines' rent shall not be abated during repairs or rebuilding under this subsection. (*§ 10.24.100 repealed reenacted Ord. 028-05*)

10.24.110: REPORTS

The Airlines shall, on or before the twentieth day of each and every month during their occupancy, submit to the County by delivering to the office of the Director of Aviation, the following records of the preceding month's activities:

A. Aircraft landing reports listing by such date the number and type of Aircraft landed by the Airlines at the Airport, showing the total of each such Aircraft for the preceding month;

B. Enplaned passenger report showing the monthly total of revenue passengers boarding the Airlines' Aircraft at the Airport for the preceding month;

C. All necessary statistics relating to gross maximum allowable landing weights for the preceding month.

These reports shall be signed as correct by responsible employees of the Airlines. The reports shall be on a form provided by or approved by the County and the County reserves the right within reason to ask for such further information or clarification of any matter contained thereon and the Airlines shall provide such information. Such information shall be kept confidential for a period of three months from the date of receipt thereof, and after that, the information shall not be published alone by the County in conjunction with the Airlines or reference thereto, but may be published only in gross; provided, however, that the foregoing restriction shall not be construed to prohibit the use and publication of such information combined in gross with similar statistics for all other Air Carriers utilizing portions of the air terminal for purposes of determining the legitimate needs of the Airport after the expiration of three months from the receipt thereof by the County. (*§ 10.24.110 repealed reenacted Ord. 028-05*)

10.24.120: INDEMNIFICATION

The Airlines shall release and indemnify and save harmless the County, its officers, agents and employees, from and against any and all loss of or damage to property, or injuries to, or death of, any Person or Persons, including property and officers, employees and agents of the County, and from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, the negligent acts and omissions and wrongful conduct of officers, employees, agents, contractors, and subcontractors of the Airlines.

The County shall release and indemnify and save harmless the Airlines, their officers, agents and employees, from and against any and all loss of or damage to property, or injuries to, or death of, any Person or Persons, including property and officers, employees and agents of the Airlines, and from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way

resulting from, or arising out of, the negligent acts and omissions and wrongful conduct of officers, employees, agents, contractors, and subcontractors of the County. (*§ 10.24.120 repealed reenacted Ord. 028-05*)

10.24.130: INSURANCE

The Airlines shall at all times maintain in force such bodily injury and property damage insurance as may be required as a condition of any operating certificates that they are required to have for their operations and shall, if not otherwise required, maintain bodily injury and property damage insurance covering all of the operations and activities at or upon the Airport, but with limits of not less than the limits enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners. The Airlines shall maintain in force workmen's compensation insurance for all of its employees at the Airport. All policies of insurance so maintained, except workmen's compensation insurance, shall name the County as a co-insured thereunder. The County shall maintain, at its expense, fire and extended coverage insurance upon the air terminal. (*§ 10.24.130 repealed reenacted Ord. 028-05*)

10.24.140: LAWS AND REGULATIONS

The Airlines shall cause its their officers, employees, and any other Persons over whom it they have has control to obey and comply with all existing and future laws, and all lawful directives, conditions of certificates, and rules and regulations adopted, promulgated, or ordered by the United States Government or any of its agencies, state of Colorado, or any of its agencies or political subdivisions including, but not by way of limitation, the reasonable rules and regulations of the County, all as may affect the Airlines and the operations and activities in and at the Airport.

All gates and doors leading to the Airlines' air operations areas will be either locked or controlled at all times and no unauthorized personnel and/or Vehicles will be permitted on their air operations areas.

All air freight customers will be escorted on the air operations area by Airline personnel. (The method of detecting unauthorized personnel within the Airlines' air operations area shall be by personal recognition and/or a security pass inspection.)

Should any violation, attempted violation or emergency occur, the Airport management or the designated Airport security officer shall be notified immediately. The method of notification shall be verbal, followed up with a written report. In the event that the Airport management or Airport security officer is not available, the Pitkin County sheriff's department shall be notified.

The Airlines shall be responsible for and pay any and all fines imposed by the FAA and/or TSA as a result of security violations with the Airlines' use areas (terminal or Ramp or SIDA) without regard as to whether or not committed by the Airlines' employees, agents or invitees. This includes, but is not limited to, open or unlocked gates or doors, unauthorized personnel, unauthorized and/or unescorted Vehicles. (*§ 10.24.140 repealed reenacted Ord. 028-05*)

10.24.150: DISCRIMINATION

As a condition for the use and occupancy of the premises: (1) no Person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (2) the Airlines shall use Airport property and Facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time.

The Airlines shall undertake affirmative action programs as required by CFR Part 152, Subpart E, to insure that no Person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. No Person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this chapter. The Airlines shall require that their covered sub organizations provide assurances to the County that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect. (~~§ 10.24.150 repealed reenacted Ord. 028-05~~)

10.28: VEHICLES AND TRAFFIC AT AIRPORT

SECTIONS:

- 10.28.010 COMPLIANCE WITH STATE LAW
- 10.28.020 SPEED LIMITS AT THE AIRPORT
- 10.28.030 VEHICLE OPERATION ON RAMP, RUNWAY, TAXIWAY AND HANGAR AREAS
- 10.28.040 AUTHORIZED OPERATORS IN AIRPORT OPERATIONS AREA ONLY
- 10.28.050 EQUIPMENT REQUIREMENTS AND RESTRICTIONS
- 10.28.060 RIGHT-OF-WAY IN THE AIRCRAFT OPERATIONS AREA
- 10.28.070 PARKING ON AIRPORT PROPERTY
- 10.28.080 ABANDONED VEHICLE
- 10.28.090 EMERGENCY EQUIPMENT AT THE AIRPORT
- 10.28.100 TAXICABS AND LIMOUSINES—LOADING AND UNLOADING OF PASSENGERS
- 10.28.110 REGULATION OF COMMERCIAL VEHICLES AT THE AIRPORT

10.28.120 BULK PLANTS

10.28.130 MISCELLANEOUS TRAFFIC RULES AND REGULATIONS

10.28.010: COMPLIANCE WITH STATE LAW

Any Person who operates, drives, or is in full physical control of any Vehicle on Airport property, including, but not limited to, Motor Vehicles, Motorcycles and Bicycles, ("Operator," for the purposes of this section 10.28) and any pedestrian on Airport property must comply with all requirements of Title 42 of the Colorado Revised Statutes, Articles 2 and 4, relating to drivers' licenses and the regulation of vehicles and traffic. (*§ 10.28.010 repealed reenacted Ord. 028-05*)

10.28.020: SPEED LIMITS AT THE AIRPORT

A. In the absence of a posted maximum allowable speed limit in any area of the Airport, the limit shall be fifteen (15) miles per hour.

B. No Person shall drive or operate any Vehicle near Aircraft in excess of ten (10) miles per hour, nor around hangars and Buildings in excess of twenty (20) miles per hour, nor on the Ramps in excess of twenty-five (25) miles per hour. (*§ 10.28.020 repealed reenacted Ord. 028-05*)

10.28.030: VEHICLE OPERATION ON RAMP, RUNWAY, TAXIWAY AND HANGAR AREAS

A. No Vehicle shall be driven or operated around the hangars except official County Vehicles or Vehicles of tenants of those hangars being used on company Business, and Vehicles of customers or suppliers of tenants of those hangars, necessitating entry thereto with identification allowing such entry, or permission of the Director of Aviation, or his or her authorized representative.

B. No Person shall drive any Vehicle between the terminal and Parked Aircraft on the terminal Building Ramps except for Airport Vehicles engaged in necessary Maintenance functions (e.g. snow removal) or Air Carrier Ramp Vehicles or Authorized Emergency Vehicles.

C. No Person shall drive any service Vehicle on the Airport Operations Area unless such Vehicle is equipped with resistor-type spark plugs or other satisfactory device to eliminate radio interference from ignition noise.

D. No Person shall drive any Vehicle on or across a Runway unless authorized to do so by the airport control tower, or if the same be closed, the Director of Aviation, or his or her authorized representative.

E. No Person shall stop or Park a Vehicle upon any Runway or Taxiway unless he or she is in direct radio communication with the Airport control tower and has received specific clearance from the Airport ground control to so stop or Park.

F. No Person shall operate any Motor Vehicle upon any Taxiway or Runway unless such Vehicle has attached thereto a flashing amber beacon or an orange and white flag approved by the Director of Aviation, or his or her authorized representative, except fire, Law Enforcement

Officers and authorized Airport Vehicles. This prohibition shall not apply equally to the operation of Motor Vehicles upon the Ramp area, provided however that Motor Vehicles without a beacon or approved flag may traverse the Ramp area between one-half hour past sunset and 7:00 am local time provided only if they are closely escorted by a Motor Vehicle equipped with a beacon or approved flag. (§ 10.28.030 repealed reenacted Ord. 028-05)

10.28.040: AUTHORIZED OPERATORS IN AIRPORT OPERATIONS AREA ONLY

No Person shall operate a Vehicle upon the Airport Operations Area unless specifically authorized as defined below. Such Persons as are authorized are as follows:

A. Operators of Vehicles used by any governmental agency while in the discharge of its governmental proprietary duties in the management, operation or control of the Airport, provided such Operators have in their possession valid unexpired I.D. cards issued by the Director of Aviation, or his or her authorized representative;

B. Operators of marked company Vehicles who are employed by tenants of the Airport, except that such operation shall be authorized only upon the Ramp areas and only when in the discharge of the tenants' Business or duties upon the Airport, provided such Operators have in their possession valid unexpired I.D. cards issued by the Director of Aviation, or his or her authorized representative;

C. Operators of Vehicles who are expressly granted permission by the Director of Aviation or his or her authorized representative, except that only such specific operations shall be authorized as comply with any requirements or restrictions placed on the operations by the Director of Aviation, or his or her authorized representative;

D. Operators of emergency Vehicles who are operated by or accompanied by or directed by a firefighter, or Law Enforcement Officer, or the Director of Aviation or his or her authorized representative. (§ 10.28.040 repealed reenacted Ord. 028-05)

10.28.050: EQUIPMENT REQUIREMENTS AND RESTRICTIONS

A. No Person shall use upon any Motor Vehicle operated or to be operated on the Airport any device, apparatus, equipment, instrument, or other system, method, or instrumentality with, in, or on any exhaust system designed or intended to ignite exhaust gases to produce a flame, within or outside the exhaust system of the Motor Vehicle.

B. All Motor Vehicles operated upon the Airport shall be equipped with windshields of a size which shall be at least equal to the size of such windshields which any particular make, model or body style of Motor Vehicle shall have been equipped with as original stock equipment by the manufacturer of such Motor Vehicle; and no Person shall operate a Motor Vehicle which has been altered, cut down, customized, or otherwise changed so that it has a windshield which is reduced in size and square inches of glass area from that size of windshield with which such Motor Vehicle was originally equipped as stock equipment by the manufacturer of such Motor Vehicle.

C. No Person shall operate a Motor Vehicle upon the Airport which has attached thereto in any manner any chain, rope, wire, or other object or equipment which drags, swings or projects

in any manner so as to endanger the Person person or property of another. (*§ 10.28.050 repealed reenacted Ord. 028-05*)

10.28.060: RIGHTS-OF-WAY IN THE AIRCRAFT OPERATIONS AREA

A. Aircraft shall have the Right-Of-Way over all other Vehicles and Pedestrians in Airport Operations Area. However, Aircraft shall yield the Right-Of-Way to Authorized Emergency Vehicles displaying a lighted red light or when directed to yield by a Law Enforcement Officer, fire officer, or Airport control tower. The Pilot in command or the operator of such Aircraft shall, notwithstanding the foregoing, exercise caution upon observing a Vehicle or Pedestrian in or approaching his or her line of travel.

B. Within the Airport Operations Area, Vehicles approaching each other shall be subject to the following rules of Right-Of-Way:

1. When Vehicles are converging upon each other (except head-on or nearly so), the Vehicle to the other's right has the Right-Of-Way and the Driver of the Vehicle to the left shall yield the Right-Of-Way to the Vehicle to his or her right.

2. When Vehicles are approaching each other head-on or nearly so, the Driver of each Vehicle shall alter his or her line of travel to the right. However, if obstruction, condition of Traffic, or surface prevents the line of travel to be altered, the Vehicle so obstructed shall slow and stop until the approaching Vehicle is well clear.

3. Moving Vehicles that are being overtaken have the Right-Of-Way, and the Driver of the overtaking Vehicle shall pass well clear to the left of the Vehicle being overtaken. The Operator of the overtaking Vehicle shall sound his or her horn and flash his or her headlights before passing the Vehicle being overtaken.

C. Vehicles crossing the marked lane lines painted on the Ramp shall yield the Right-Of-Way to all Vehicles proceeding within the marked lane lines and shall not proceed to cross over or into the lane until the way is clear for them to do so. (*§ 10.28.060 repealed reenacted Ord. 028-05*)

10.28.070: PARKING ON AIRPORT PROPERTY

A. All places upon the Airport, unless specifically established or designated for vehicular Parking, shall be "No Parking" areas, and no Person shall stop, stand or Park a Vehicle any place upon the Airport other than places specifically established or designated for vehicular Parking; except that within Airport Operations Areas, authorized Vehicles actually being used in the performance of services and duties to the Airport, or users of the Airport, may be stopped or Parked while in the performance of those services or duties; provided, that being so stopped or Parked they present no undue or prolonged obstruction to other vehicular or Aircraft Traffic.

B. All paid Parking patrons will abide by posted Parking rates and rules.

C. Where there are Roadways in place, no Person shall stop, stand or Park a Vehicle on the Roadway side of any other Vehicle stopped or Parked by such Roadway, except that a Vehicle may be stopped at the Roadway side of a Vehicle while waiting for another Vehicle to clear a Parking space, where such other Vehicle is actually doing so.

D. No Person shall Park or operate a Vehicle upon any Roadway for the principal purpose of:

1. Displaying such Vehicle for sale;
2. Greasing, oiling, lubricating, painting or repairing such Vehicle, except repairs necessary to remove the Vehicle from the Roadway, and which are required to be made because of an emergency;
3. Display advertising. (*§ 10.28.070 repealed reenacted Ord. 028-05*)

10.28.080: ABANDONED VEHICLES

A. No Person shall abandon or Park as "dead storage" any Motor Vehicle on the Airport. The Airport shall be deemed to be private property for purposes of abandoned Vehicles, and the Director of Aviation or his or her authorized representative shall have all of the rights of a private property owner with respect to abandoned Vehicles pursuant to C.R.S. 1973, 42-4-1102(3).

B. Hangar lessees and other Airport users shall Park or store their personal Vehicles on the Airport only in connection with air travel or other aviation-related uses, and cannot use hangars to indefinitely store their Vehicles. (*§ 10.28.080 repealed reenacted Ord. 028-05*)

10.28.090: EMERGENCY EQUIPMENT AT THE AIRPORT

The Director of Aviation shall be responsible for storage and Maintenance of the fire truck and fire fighting equipment keeping it in good and usable condition for emergency preparedness. (*§ 10.28.090 repealed reenacted Ord. 028-05*)

10.28.100: TAXICABS AND LIMOUSINES—LOADING AND UNLOADING OF PASSENGERS

A. No Person shall drive or Park or stop a Taxicab or Limousine for the purpose of soliciting, loading, or discharging a passenger or passengers at the Airport except in the area designated and posted for such purpose. Pitkin County may, at its discretion, impose fees upon the ground transportation companies to recover any expenses incurred in the management or control of their Vehicles.

B. No Person shall Park or stop a privately owned Vehicle for the purpose of loading or picking up a passenger or passengers except in the lane or lanes designated for such purpose or except in a public Parking lot.

C. No Person shall drive or operate a Taxicab or Limousine upon regulated areas of the Ramp, the terminal Building Traffic area except with the permission/license/permit of the Director of Aviation, or his or her authorized representative.

D. Operators of Taxicabs or Limousines shall stay within their Vehicles at all times except for the loading of passengers and luggage, and shall not solicit patronage by instigating direct oral communications with potential fares or by hawking, intending to accomplish such patronage.

E. The Director of Aviation may promulgate additional regulations (not inconsistent herewith) affecting the operations of Taxicabs or Limousines, or the conduct of their Drivers, reasonably necessary for the management of the Airport. Such regulations, if posted in at least one

conspicuous place at the Airport five days prior to their effective date, shall have the same effect as the other provisions of this section. (*§ 10.28.100 repealed reenacted Ord. 028-05*)

10.28.110: REGULATION OF COMMERCIAL VEHICLES AT THE AIRPORT

A. The County is authorized to regulate commercial activities on Airport property, to enforce such regulations and to set out and collect fees for these commercial activities pursuant to C.R.S. §§ 41-4-101 et seq.

B. Commercial ground transportation operators shall comply with the rules enumerated in a document entitled "Ground Transportation Rules" as published by the Director of Aviation, and as the same shall be modified from time to time by the County within its sole discretion. Such Ground Transportation Rules shall govern requirements such as license agreements, operating restrictions and permit requirements. The enforcement and penalties for violations of the Ground Transportation Rules shall be prescribed in Section 10.32.010, provided that the Ground Transportation Rules may set forth additional penalties.

C. Commercial ground transportation operators shall be subject to fees, as enumerated in section 10.16.070 of these regulations.

D. Commercial ground transportation operators shall at all times while on Airport property follow any written and verbal directives given or issued by the Director of Aviation, any other County employee assigned to the Airport, or any Law Enforcement Officer. (*§ 10.28.110 repealed reenacted Ord. 028-05, amended (part) Ord. 037-06*)

10.28.120: BULK PLANTS

A. Under no circumstances will a tank Motor Vehicle be left unattended at a Fuel storage area ("bulk plant") during the loading and unloading process. Loading and unloading shall not be considered complete until the delivery hose is detached from Vehicle and tanks.

B. Every tank Motor Vehicle must have the tank grounded and the nozzle grounded before loading or unloading.

C. Persons or companies using any bulk plant are responsible for keeping yards free of weeds and for a distance of three feet outside of yard fences. Yards will be kept free of trash and other debris at all times.

D. Care will be taken in filling tanks at bulk plant to allow for heat expansion, and not filled to the point where they will overflow from heat expansion.

E. All loading platforms and fill nozzles will be equipped with proper grounding clamps and flexible cables.

F. No bulk plant shall be constructed upon the Airport without the written consent of the Board of County Commissioners. All bulk plants existing as of October 1, 1975, shall be completely enclosed by a security fence approved by the Director of Aviation, or his or her authorized representative, and shall be kept locked at all times when not being used by authorized employees of the owner thereof. (*§ 10.28.120 repealed reenacted Ord. 028-05*)

10.28.130: MISCELLANEOUS TRAFFIC RULES AND REGULATIONS

A. No Driver or Person in control of any Vehicle being loaded or unloaded, or the workmen or Persons in control of any construction project, or any other Person, shall permit or cause any object or objects to protrude or extend into any lane of Traffic so as to create a hazard or block the same; provided, that the provisions of this subsection shall not apply where the protrusion or extending of an object or objects into a lane of Traffic is only temporary and sufficient signs or other means of warning are placed or used so as to give the Drivers of other Vehicles sufficient notice of the presence of the same.

B. The Driver or Person in control of any Vehicle designed to carry merchandise, materials, objects, or other loads, which has a tailgate, shall not drive, stand, stop or Park such Vehicle in Traffic with the tailgate in a down position so that it extends beyond the normal limits of the sides of the Vehicle regardless of whether the tailgate is operated manually, mechanically or electrically; provided, that the provisions of this subsection shall not prohibit the placing of freight or merchandise on such tailgate for the purpose of transporting the same, or while the Vehicle is actually being loaded or unloaded. (*§ 10.28.130 repealed reenacted Ord. 028-05*)

10.28.140:

§ 10.28.140 Repealed and reinstated by Ord. 028-2005, 07-28-05 § 10-28 amended (part) by Ord. 013-2006, 05-10-06, repealed Ord 037-06

10.32: PENALTIES

SECTIONS:

10.32.010: VIOLATIONS—PENALTIES

10.32.010: VIOLATIONS—PENALTIES

CHAPTER 10.32 PENALTIES

10.32.010 VIOLATIONS-PENALTIES

A. Whenever in any section of this Title 10 of the Pitkin County Code the doing of any act is required, prohibited, or declared to be unlawful or a violation of the airport Security Plan, a violation of any such provision shall be a Class 2 Petty Offense with a maximum fine not to exceed \$1,000 and/or imprisonment for a period not to exceed 90 days or the maximum allowable by State law, as amended from time to time. The Director of Aviation, his/her authorized representative or any Law Enforcement officer shall be authorized to serve either a Summons and Complaint or Penalty Assessment on any Person who violates the provisions of this Title 10.

B. Violations that shall be addressed by Penalty Assessment are:

1) Section 10.08.020 (B), (C), (D), (E), (F), (G), (H), (I), (O), (Q), (R)

2) Sections 10.28.010 through 10.28.130

The Penalty Assessment schedule for these violations is:

- First Offense \$75.00
- Second Offense \$200.00
- Third and additional offenses \$1,000.00 or maximum civil penalty allowable by state law, as amended from time to time.

C. All violations of Title 10 not addressed by 10.32.010 (B) shall be addressed by Summons and Complaint to appear in County Court. Violations addressed by a Summons and Complaint are a Class 2 Petty Offense, with a maximum fine of \$1,000 and / or imprisonment for a period not to exceed 90 days. Penalty amounts shall be at the discretion of the court, except for:

1) Violations of Section 10.12.050 (Hours of Operation) are \$1,000 for each occurrence or the maximum allowable by State law, as amended from time to time.

2) Violations of Section 10.12.030 (C), (D), (E), (F), (G) (Aircraft and Aircraft Equipment) are \$1,000 for each occurrence or the maximum allowable by State law, as amended from time to time.

D. Summonses and Complaints shall be referred to the District Attorney for prosecution in Pitkin County Court. Non payment of a Penalty Assessment shall result in prosecution of the Penalty Assessment as a Summons and Complaint pursuant to § 16-2-201, C.R.S., as amended. In such case the penalty is at the Court's discretion per 10.32.010 (A).

E. Any Person who aids, assists or abets any Person in committing a violation of these regulations shall be subject to the penalties specified in Section 10.32.010 (A).

F. In the event that any Person is convicted of (payment of a Penalty Assessment constitutes a conviction of the related violation for purposes of this section) four or more violations of any requirement of this Title 10 within any consecutive twelve month period, the Director of Aviation may initiate a proceeding before the duly appointed County hearing officer to request, in addition to any penalties specified in this section, that the Person be denied the privilege of operating an Aircraft to, at or from the Airport for a period of time to be determined by the hearing officer to be reasonable in light of the circumstances. In the event that the County terminates any lease, permit or license as a result of one or more violations of the requirements of this division, the Director of Aviation may seek and the hearing officer may order that the Person be debarred from applying for a new lease, permit or license for a period of time to be determined by the hearing officer to be reasonable in light of the circumstances. During such hearing, the Person charged with violating these regulations shall be afforded the right to be

represented by counsel; to present and submit testimony and evidence; to cross examine other persons giving testimony; to require (on request) that all witnesses be placed under oath; to a record of proceedings; and (on request) a written decision setting forth the findings of fact and conclusions, with reasons or basis for the decision, on the material and relevant issues presented in the record. The hearing officer shall not be bound by formal rules of evidence, but may consider any matters which he or she concludes are reasonably reliable and calculated to aid in reaching a correct determination of the issues involved.

(§ 10.32 010 repealed reenacted Ord. 028-05) amended (part) Ord. 013-2006, Ord. 013-06, Ord. 037-06)

DIVISION II. MINIMUM STANDARDS AND REQUIREMENTS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AND SERVICES

10.36: GENERAL PROVISIONS AND DEFINITIONS

Sections:

10.36.010 INTRODUCTION

10.36.020 DEFINITIONS

10.36.030 EXEMPTIONS

10.36.040 PREQUALIFICATION AND APPLICATION REQUIREMENTS

10.36.050 GROUNDS FOR DENIAL OF APPLICATION

10.36.060 GRANTING OF LEASES, LICENSES OR PERMITS FOR USE OR OCCUPANCY OF GA AREA PROPERTY FOR COMMERCIAL PURPOSES

10.36.010: INTRODUCTION

Pitkin County, Colorado, a Colorado home-rule County, by its Board of County Commissioners ("County," "BOCC" or "board"), as the owner, proprietor, operator and sponsor of the Airport, in order to encourage and ensure the provision of adequate aeronautical services and activities at and from the Airport, the economic health of the Airport and the orderly redevelopment and further development of aeronautical and related support Facilities at the Airport, has established these Minimum Standards and requirements for Commercial Aeronautical Operators at the Airport ("Minimum Standards").

The following chapters and sections set forth the requirements prerequisite to a Person or entity operating upon and engaging in one or an aggregate of Commercial aeronautical services and activities at the Airport. These Minimum Standards are not intended to be all-inclusive; a

Commercial Aeronautical Operator ("Operator" for the purpose of Division II) on the Airport will be subject additionally to applicable federal, state and local laws, codes, ordinances and other similar regulatory measures pertaining to all such services and/or activities of the same classification and to the provisions of an applicable lease, license or permit.

A written lease, license or permit, properly executed by Pitkin County and the Operator, is a prerequisite to entry upon, occupancy, use, redevelopment and further development on the Airport or the commencement of any of the Commercial Aeronautical Services. The Director of Aviation may determine that an existing or proposed Commercial Aeronautical Service does not demand compliance with the Minimum Standards in order to protect the interests of customers, other Airport users and Commercial Aeronautical Operators. Once the Director of Aviation has established that any Commercial Aeronautical Service does not demand compliance with the Minimum Standards, the Director shall excuse compliance with the Minimum Standards by all Persons or business entities providing or proposing to provide the same Commercial Aeronautical Service under the same conditions. The written provisions, however, will be compatible with the Minimum Standards contained in this division and will not be less restrictive than these Minimum Standards. These Minimum Standards, as amended, shall be incorporated by reference into all leases, licenses or permits between the County and any Person or entity desiring to occupy Airport Facilities and engage in any Commercial aeronautical services and activities, and all leases, licenses or permits shall expressly be made subordinate to these Minimum Standards. Information relative to rentals, fees and charges to be paid to County or charged to the prospective Operator's customers under a lease, license or permit hereunder will be made available to the prospective Commercial Operators by the Director of Aviation at the time of application or during a competitive procurement process or contract negotiations.

These Minimum Standards are not retroactive and do not affect the current term of any written agreement properly executed prior to the date of adoption and approval of these same Minimum Standards which is not expressly subordinate to the Minimum Standards, although they may affect renewals or extensions of such agreements and shall control any new agreements.

The Minimum Standards have been established (or amended) according to market conditions affecting the Airport at that time. The County expressly reserves the right, pursuant to its legislative and administrative discretion of the best interests of the health, welfare and safety of its residents and guests, and in response to future market conditions, to decrease these Minimum Standards (or any part thereof) or to grant temporary waivers or exemptions, or to increase these Minimum Standards (or any part thereof) by appropriate legislative or administrative procedure so long as any such changes are reasonable and nondiscriminatory.

These Minimum Standards may be supplemented and amended by the County, from time to time, and in such manner and to such extent as is deemed proper in the discretion of the County; provided, however, that prior to any amendment or supplement to these Minimum Standards that may affect any contractual relationships currently existing between the County and Operators, all such affected Operators at the Airport will be given published notice of the proposed amendments and/or supplements and an opportunity for hearing will be had if such is requested, not less than ten (10) nor more than thirty (30) days after the date of the published notice, at which time any Operator may appear, in Person or by counsel, and state his objection,

if any, to such proposed amendments and/or supplements. Prospective Operators should verify with the Director of Aviation that they have a complete and current document.

While the Director of Aviation has the authority to manage the Airport (including the authority to interpret, administer and enforce Airport agreements and BOCC policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend or supplement all leases, licenses and permits relating thereto, is expressly reserved to the Board of County Commissioners of Pitkin County, acting by resolution or ordinance at a duly-noticed public meeting.

Further, all redevelopment and further development at the Airport must be consistent with the County land use code, the current approved FAA Airport Master Plan or Airport Layout Plan, including applicable land-use applications, reviews, conditions of approval and development requirements.

A. Authority. These Minimum Standards are promulgated under the authority set forth in, and are intended to be consistent with the requirements of, the following, as they may be amended from time to time:

1. Colorado Revised Statutes (C.R.S.) Sections 30-11-107, 30-35-202 and 41-4-101, et seq. and 41-5-101, et seq.;
2. The Pitkin County Home Rule Charter;
3. The Pitkin County Code, Chapters 10.04 through 10.32 and the Pitkin County Land Use Code;
4. Airport FAA Master Plan Update (1989) and Airport Layout Plan (ALP), as amended;
5. Airport/FAA Grant Assurances (including incorporated federal statutes and regulations) and applicable FAA Advisory Circulars;
6. Airport County land use public zone district master plan (including conditions of approval of any applicable land-use applications);
7. Airport financial and rate-making policy;
8. Airport bond covenants (existing and future);
9. The Pitkin County procurement code.
10. FAA Advisory Circular 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities (2002).

B. Incorporation by Reference. These Minimum Standards incorporate by reference, as though fully set forth herein and as they may be amended from time to time, the following (in the event of a conflict, the more stringent regulation, in the determination of the County, shall apply):

1. Airport regulations, Chapters 10.04 through 10.32 of this code Pitkin County Code Title 10;
2. Airport operations (and emergency) plan;
3. Airport security plan;
4. Airport Fueling and Self-Fueling regulations (Resolution 1986-20), as amended;
5. Airport aviation Fuels facility, spill prevention control and counter measure plan;
6. Airport architectural covenants and Airport development standards (including requirements for site work; utility extensions, upgrades and connections; Building location; landscaping; construction quality; air side and ground side Parking and Traffic circulation;

shared Airport capital Improvements; and County ownership at end of lease term or amortization period);

7. Airport disadvantaged Business enter-prises (DBE) plan.

C. Co-ordination. These Minimum Stand-ards are to be read to coordinate with and complement the written leases, licenses and permits of all Airport Operators to reach Airport management goals and objectives, as promulgated by the Board of County Commissioners and administered by the Director of Aviation. At present, these other leases, licenses and permits are:

1. Air Carrier agreement;
2. FBO and S-FBO agreements;
3. T-hangar agreement;
43. Rental car agreement;
54. Paid Parking agreement;
65. Restaurant/bar agreement;
76. Terminal advertising agreement;
87. Necessities shop agreement;
98. Ground transportation agreement;
109. Miscellaneous Concession agreement.

The County reserves the right to enter into such other and further agreements for the occupancy and use of the Airport that are deemed by the County to be in the best interests of the County and the Airport. (*§ 10.36.010 repealed reenacted Ord. 028-05*)

10.36.020: DEFINITIONS

When used in this division, the following words and terms shall have the following meanings. If, in the administration and/or interpretation of these Minimum Standards, words or terms that are not defined below become relevant, such words or terms will be deemed to be defined by the Federal Aviation Regulations or by common meaning in the aviation industry (from the Airport's point of view), unless such alternate meanings conflict with these definitions, in which case these definitions shall control.

"Additional Facilities, Activities and Services" are those that: are not within the footprint and structure of required Facilities; are those listed below as "additional;" or otherwise are not listed expressly as "required" or "permitted."

"Additional Services and Activities" as defined and limited in the Minimum Standards, are those that may not be developed or maintained, conducted, provided and/or offered on or from the Airport without prior, separate application under these Minimum Standards and all reviews and approvals thereunderthere under

"Aeronautical Activity" or "Aeronautical Service" means any activity or service that involves, makes possible, or is required for the operation of Aircraft, or that contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on Airports, are aeronautical activities within this definition: charter operations, Pilot training, Aircraft rental and sightseeing, aerial photography, aerial spraying, aerial surveying, Air Carrier operation, Aircraft sales and service, sale of aviation Fuel and oil whether or not

conducted in conjunction with other included activities, repair and Maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of Pitkin County, the Airport Operator, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as an Aeronautical Activity or service.

“Air Carrier Area” or “Air Carrier End” means the southern half of the Airport (approximately); that part of the Airport occupied and used primarily by Facilities for and operations of Scheduled Air Carriers (Parts 121 and 135) holding certificates of public necessity; the Air Carrier Area is separated from the General Aviation Area or General Aviation End of the Airport by a double yellow dashed line, divided by a solid red line at approximately A-5 on the Runway.

“Airport Land-Use Identification Plan” means an airport planning document, consisting of a map of the General Aviation Area of the Airport and supporting documentation, that contains both the existing Facilities and uses of the GA Area and proposed short-, mid- and long-term Facilities and uses. This document is intended to be a synthesis of the elements of the Airport FAA Master Plan and the Airport Land Use Master Plan.

“Airport Land Use Master Plan” means the master plan adopted by the County pursuant to the Pitkin County land use code, public zone district, master plan option, as a pre-requisite to Airport redevelopment or further development.

“Airport Lessees, Licensees and Permittees” or “LLPs” means those Persons or Business entities holding current written agreements with the County to conduct commercial operations at or from the Airport.

“Commercial Aeronautical Activity” or “Commercial Aeronautical Service” means an Aeronautical Activity or Aeronautical Service that is provided by a Commercial Aeronautical Operator for direct or indirect compensation or consideration of any kind whatsoever including, without limitation, trade or promotional/marketing purposes.

“Commercial Operator” means a Person who, for compensation or hire, engages in the carriage by Aircraft in air commerce of Persons or property, other than as an Air Carrier or foreign Air Carrier or under the authority of FAR Part 375. Where it is doubtful that an operation is for “compensation or hire,” the test applied is whether the carriage by air is merely incidental to the Person’s other Business or is, in itself, a major enterprise for profit.

“Commercially-Reasonable Minimums” means a formal determination to be made from time to time by the Director of Aviation in his or her reasonable discretion based on a compilation, comparison and analysis of the levels and quality of aeronautical activities and services provided at similar airports in or serving similar destination resort communities.

“County Representative”. The BOCC may be represented in matters affecting the Airport by its designee, the County manager, or the County manager’s designee, the Director of Aviation or the Director of Aviation’s designee, as indicated in writing.

“Equipment” means Business or Personal property used by a Commercial Aeronautical Operator in the provision of Commercial aeronautical services or activities.

“Exclusive Right” means a power, privilege or other right excluding or declaring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right

to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy or use real estate, which is permitted by federal regulation under certain conditions.

"Exclusive Use" means the right of an LLP, if so provided in its agreement with the County, to occupy and/or use land areas, Buildings, Improvements and Facilities solely and to the exclusion of others for the term of such agreement, as long as the LLP is not in default thereunder, subject only to the terms and conditions set forth therein and the provisions of controlling law.

"FBO Facilities" means public-use Facilities on the Airport primarily to serve the customers of an FBO, e.g., GA terminal, main storage hangar, Maintenance and repair shop/hangar.

"FFEI" is an acronym that stands for furniture, Trade Fixtures, Equipment and inventory, but includes all Business and Personal property that is not real estate that is used by a Commercial Aeronautical Operator in revenue-producing activities.

"Fixtures," as distinguished from Trade Fixtures, are property used by a Commercial Aeronautical Operator that are attached to real estate and are not intended to be removed upon the end of a tenancy unless otherwise agreed by the parties.

"GA Facilities" means public-use Facilities on the Airport primarily to serve general aviation Aircraft and passengers and S-FBOs, e.g., aviation Fuel farm, T-Hangars, S-FBO Facility.

"General Aviation Facilities Taxilanes" means the paved portion of the GA Area Ramp within the area leased to a FBO identified and used exclusively for the movement of Aircraft to and from the public airfield facility Taxiways to the FBO and general aviation Facilities and for internal circulation of Aircraft within those areas.

"Major Alteration" means an alteration not listed in the Aircraft, Aircraft engine, or propeller specifications that:

1. Might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or
2. Is not done according to accepted practices or cannot be done by elementary operations.

"Permitted Services And Activities," as defined and limited in these Minimum Standards, are those that may be maintained, conducted and provided, in any combination, at any time, within the sound Business discretion of the FBO Operator, so long as the Facilities, activities and services are provided within the footprint and structure of required Facilities.

"Preventive Maintenance" means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

"Procurement Action" means an administrative process, undertaken by the County pursuant to its procurement code, for the public solicitation and competitive selection of a provider of goods or services to the County.

"Required Services And Activities" as defined and limited in these Minimum Standards, are those that all shall be developed or maintained, conducted and provided, in aggregate, at all times, by a full-service fixed-base Operator (FBO).

"S-FBO Facility" means a separate Building containing separate Aircraft hangars, staging and Parking areas, and supporting administrative, reception and storage areas for the operation of S-FBOs.

"T-Hangars" means Buildings or temporary structures (commonly designed in a "T" configuration) and used for the storage of general aviation Aircraft on the Airport. Occupancy and use of T-Hangars is permitted only by parties who are not Commercial Aeronautical Operators.

"Trade Fixtures" means Business or Personal property used by a Commercial Aeronautical Operator that is attached to real estate but is intended to be removed upon the end of a tenancy unless otherwise agreed by the parties.

"Typical Range Of GA Aircraft Frequenting The Airport" means a formal determination to be made from time to time by the Director of Aviation in his or her reasonable discretion based on a compilation, comparison and a statistical analysis of bell curve graphs representing the following: the numbers and amounts of Fuel purchases per Aircraft type; the numbers and landing weights of operations per Aircraft type; based Aircraft per type; overnight tiedowns, Parking and hangar storage per Aircraft type; Maintenance requests and FBO revenues per Aircraft type. (*§ 10.36.020 repealed reenacted Ord. 028-05*)

10.36.030: EXEMPTIONS

A. Air Carriers under an FAR Part 121 Air Carrier certificate are exempt from these Minimum Standards.

B. Flying Clubs.

1. Flying Club Regulations. Each club must be a nonprofit corporation or partnership. Each member must be a bona fide owner of the Aircraft or a stockholder in the corporation. The club may not derive greater revenues from the use of its Aircraft than the amount necessary for the actual use of operation, Maintenance and replacement of its Aircraft. The club will file and keep current with the County a complete list of the club's membership and investment share held by each member.

2. Aircraft. The club's Aircraft will not be used by other than bona fide members for rental and by no one for commercial operations. Student instruction can be given in club Aircraft to club members, provided such instruction is given by a lessee based on the Airport who provides flight training or by an instructor who shall not receive remuneration in any manner for such service.

3. Violations. In the event that the club fails to comply with these conditions the County will notify the club in writing of such violations. If the club fails to correct the violations in fifteen (15) days, the County may take any action deemed advisable.

4. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners. (*§ 10.36.030 repealed reenacted Ord. 028-05*)

10.36.040: PREQUALIFICATION AND APPLICATION REQUIREMENTS

All Commercial Aeronautical Operators, as defined herein, are subject to these Minimum Standards.

A prospective Operator shall submit, in written form, to the Director of Aviation, at the time of its application, the following information and, thereafter, such additional information as may be requested by the County:

A. Intended Scope of Activities. As a prerequisite to occupancy on and the granting of an operating privilege on the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the Airport air service area, including, but not limited to, the following:

1. The name, address, telephone number and primary contact Person of the Business organization entity of the applicant and the names and addresses of all management and supervisory Personnel, all officers and directors (if a corporation) and all Persons owning, holding and/or controlling any equity interest, voting rights or debt;
2. The requested date for commencement of the activity and the proposed term of conducting the same and the proposed structure and amounts of rent and/or revenue to County;
3. A comprehensive listing of all services proposed to be offered on or from the Airport and the proposed schedule of fees and charges therefor;
4. A map to scale of the amount, configuration and location of property requested or desired to be occupied;
5. The size and position of the Building space to be occupied and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. An identification of any necessary or desirable capital Improvements to be constructed in conjunction with the operation and applicant's proposal for financing the same;
6. The number, type and basing of Aircraft proposed to be provided (as applicable) and/or a detailed description of all Equipment and Facilities;
7. The number of Persons proposed to be employed (including the names and qualifications of each Person), whether the employees will be Airport-based (full-time, part-time and seasonal) or transient, and the certifications required, if any, for each Person to provide a proposed Aeronautical Activity;
8. The hours of proposed operation;
9. The types and limits of insurance coverage to be maintained;
10. A listing of the federal, state and local laws, rules and regulations to which the operation is subject;
11. A plan for compliance with the Airport's management, environmental and land-use requirements, policies and goals.

B. Financial Responsibility. The prospective Operator must provide a statement, in evidence of his or her financial responsibility, from an area bank or trust company or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of Improvements of the proposed operation or operations,

and shall also indicate his or her ability to provide working capital to carry on the contemplated operations, once initiated.

The demonstration of financial responsibility will include a cash flow and a profit and loss projection for the first five years of the proposed operation, a three year historical profit and loss statement, if applicable, and current (within sixty (60) days) balance sheet, all compiled by a licensed Colorado Certified Public Accountant. The foregoing information must be presented in a form satisfactory to the County and will be reviewed and approved/disapproved by the County in its discretion. Information presented in this subsection will be kept confidential by the County to the extent provided by law.

C. Managerial Capacity, Business Reputation and Successful Experience. The prospective Operator shall furnish the County with a statement of its past experience in the specified services applied for, including resumes of management and supervisory Personnel directly responsible for the proposed operation, together with Business, financial and managerial references. The foregoing information must be presented in a form satisfactory to the County and will be reviewed and approved/disapproved by the County in its discretion. Information presented in this subsection will be kept confidential by the County to the extent provided by law.

D. Business Organization. Description of organization and history of Business entity of applicant, including listing of all Persons holding ownership, control, management, supervisory or financing debt interest. Information presented in this subsection will be held confidential to the extent provided by law.

E. Familiarity With and Demonstrated Compliance with These Minimum Standards and Incorporated Laws, Regulations and Policies. The prospective Operator shall demonstrate that the proposed operation or activities meets or exceeds the County's Airport operational, financial, management, land-use, environmental and social policy goals.

F. Bonding and Insuring Capacity. The prospective Operator shall provide evidence in a form acceptable to the Pitkin County attorney of its ability to supply a performance bond in the amount equal to ten (10) percent of the annual rental and/or fees established and agreed upon, for conducting the services to be provided (cash may be deposited in lieu of a performance bond) and required insurance. Additional and supplemental information may be required by the County in a formal competitive selection process.

G. In response to any application to provide a Commercial Aeronautical Service at the Airport that has not been denied pursuant to Section 10.36.050 and prior to the issuance of any lease, license or permit pursuant to Section 10.36.060, the County shall issue a Request for Proposals in a manner consistent with the then-current County procurement code to determine whether any other entity is interested and qualified to perform the same or similar Commercial Aeronautical Service. The County shall accept responses for a reasonable time period so as not to unreasonably delay consideration of the first application. Upon receipt of one or more responses to the Request for Proposals, the County shall choose from among the applicants and select the Commercial Aeronautical Operator that proposes to provide the highest level and quality of products and services to aeronautical users of the Airport. (~~§ 10.36.040 repealed reenacted Ord. 028-05~~)

10.36.050: GROUNDS FOR DENIAL OF APPLICATION

The Director of Aviation reserves the right (and the applicant by submitting an application hereunder confirms and acknowledges that right) to conduct investigations into the completeness and accuracy of the material provided and may deny any application, if in his or her opinion, he or she finds any one or more of the following:

A. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence;

B. The applicant's proposed operation or construction will create a safety hazard on the Airport;

C. The granting of the application will require the Airport to spend funds or to supply labor or materials in connection with the proposed operation and such funds are not available or budgeted, or the operation will result in a financial loss to the Airport;

D. No appropriate, adequate or available space or Building exists at the Airport which would accommodate the entire activity of the applicant at the time of application, nor is contemplated within a reasonable time thereafter; or the County does not have available or have budgeted appropriate funds to construct any infrastructure necessary to support the desired activity;

E. The proposed operation or Airport development or construction does not comply with the master plan of the Airport or Airport Layout Plan then in effect;

F. The development or use of the area requested by the applicant will result in a congestion of Aircraft or Buildings or will result in unduly interfering with the operations of any present Operator on the Airport, relating to problems with Aircraft service and/or prevent free access to the leased area of the Operator(s);

G. Any party applying or interested in the Business has either intentionally or unintentionally misrepresented or omitted any material fact in the application or in supporting documents;

H. Any party has failed to make full disclosure on the application or on supporting documents;

I. Any party applying or interested in the Business has a record of violating the rules and regulations of any other airport or civil air regulations, FAA regulations, or any other rules and regulations applicable to the Airport;

J. Any party applying or interested in the Business has defaulted in the performance of any lease or any other agreement with the County or the Airport;

K. On the basis of current financial information, the applicant does not, in the discretion of the Director of Aviation, exhibit adequate financial responsibility to undertake the project;

L. The party applying or interested in the Business cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport for that Commercial Aeronautical Activity; or

M. Any party applying or interested in the Business has been convicted of any felony or of a misdemeanor involving moral turpitude.

N. The party applying or interested in the Business has requested terms of a lease, license or permit that are below the minimum requirements contained in this Division II for the

Commercial Aeronautical Service or requested to pay fees, rates and charges that are below the fees, rates and charges for the proposed service or activity set forth in Division I of this Title.

A party who has been denied a commercial permit hereunder has a right to appeal the Director of Aviation's decision under Sections 5-101 of the procurement code, as amended.

Nothing contained herein shall prohibit the Director of Aviation from granting or denying, for any reason he or she deems sufficient, an application to do Business on the Airport for the purpose of selling, furnishing, or establishing nonaviation products supplied for any service or Business of a nonaeronautical nature, or an application for the non-profit use of an Airport facility.

(§ 10.36.050 repealed reenacted Ord. 028-05)

10.36.060: GRANTING OF LEASES, LICENSES OR PERMITS FOR USE OR OCCUPANCY OF GA AREA PROPERTY FOR COMMERCIAL PURPOSES

A. It is the intent of the County to plan, manage, operate, finance and redevelop or further develop the Airport for the long-term financial health of the Airport consistent with accepted Airport management and development practices, reasonable commercial aeronautical practices, Pitkin County land use and environmental policies and regulations, and applicable federal and local policies and regulations. To this end, all applicants to perform Commercial aeronautical services and activities on the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete, to occupy available Airport property and Facilities and to provide or conduct appropriate aeronautical services or activities; subject, however, to the Minimum Standards and requirements as established by the County as set forth in this division.

B. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determinations of minimum shall be from the Airport's point of view as an Airport owner, proprietor, lessor, licensor or permittor. All Operators will be encouraged to exceed the minimum in terms of quality of Facilities or services. No Operator will be allowed to occupy area or conduct activities under conditions less than the minimum, unless expressly waived in writing by the County.

C. Contingent upon its: (1) pre-qualification; (2) demonstrated compliance or plan for compliance with the established Minimum Standards (including incorporated laws, regulations and policies); (3) success in a competitive selection (procurement) action and/or a land-use application and approval process, if required; (4) execution of a written lease, license or permit agreement with the County; (5) satisfactory performance of its obligations under that agreement, including the payment of prescribed rentals, fees and charges; and (6) compliance with all applicable federal requirements, (i.e., Airline, Aircraft and flight crew certifications), an approved Commercial Aeronautical Operator shall have the right and privilege of occupying Airport Facilities and engaging in and provision or conduct of the services or the activity or an aggregate of activities on the Airport as specified therein.

The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any Exclusive Right of use of the premises and Facilities and the Airport,

other than those premises which may be leased exclusively to it, and then only to the extent provided in a written lease, license or permit.

D. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, Minimum Standards and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in which the individual, or an aggregation of, aeronautical services and activities may be conducted in accordance with the current adopted Airport Layout Plan. Such designation shall give consideration to the nature and extent of the operation and the lands and Improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

E. Commercial Aeronautical Operators shall be required to comply with all TSA regulations, rules, directives and orders as set forth in Parts 1542 of Title 49 of the Code of Federal Regulations, as amended, if amended, or as issued in writing or verbally by any authorized TSA Employee, including, for example and without limitation, current requirements for security assessments for flight school students and any future security requirements applicable to general aviation.

F. County Airport Planning Policy. The County acknowledges that a number of difficulties in the operation and redevelopment of the Airport and planning for further development have been caused by a lack of and/or a deferral of long-term planning. Historically, the Airport has both operated, planned and developed in two separate halves: The "Air Carrier End" and the "General Aviation End" (or "GA Area").

With respect to the GA Area, which is the subject of these Minimum Standards, the County adopts a policy to plan and to redevelop (or further develop) the Airport, to the greatest extent possible, in planning periods with five-year increments, for several reasons: to co-ordinate with FAA grant planning, Airport CIP and financial planning and Air Carrier rate-making; to permit the impacts and implications of one redevelopment or further development project to be recognized, calculated and, if possible, absorbed before embarking on another project; and to phase growth in airport Facilities, capacity and Traffic in amounts commensurate with the Airport's ability to maintain its professional operating standards in terms of infrastructure and staff. (~~§ 10.36.060 repealed reenacted Ord. 028-05~~)

10.40: MINIMUM AGGREGATION OF FACILITIES, ACTIVITIES AND SERVICES TO QUALIFY AS A FIXED-BASE OPERATOR (FBO)

SECTIONS:

- 10.40.010 CLASSIFICATIONS DESIGNATED
- 10.40.020 REQUIRED FACILITIES, ACTIVITIES AND SERVICES
- 10.40.030 PERMITTED FACILITIES, ACTIVITIES AND SERVICES
- 10.40.040 ADDITIONAL FACILITIES, ACTIVITIES AND SERVICES

10.40.010: CLASSIFICATIONS DESIGNATED

The County classifies and aggregates Facilities, activities and services subject to these Minimum Standards as required, permitted and additional.

A. Required Facilities, activities and services, as defined and limited in these Minimum Standards, all shall be developed or maintained, conducted and provided, in aggregate, at all times, by a full-service FBO.

B. Permitted Facilities, activities and services, as defined and limited in these Minimum Standards, each may be maintained, conducted and provided, in any combination, at any time, within the sound Business business discretion of the full-service FBO Operator, so long as the Facilities, activities and services are provided within the foot-print and structure of required Facilities.

C. Additional Facilities, services and activities, as defined and limited in the Minimum Standards, all may not be developed or maintained, conducted, provided and/or offered on or from the Airport without prior, separate application under these Minimum Standards and all reviews and approvals thereunder. (~~§ 10.40.010 repealed reenacted Ord. 028-05~~)

10.40.020: REQUIRED FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as limited and defined in these Minimum Standards, are determined to be "required":

- A. FBO Facilities.
 1. General Aviation Terminal.
 - a. A Building of exactly five thousand (5,000) square feet of commercial floor area, including:
 - i. Customer service counter;
 - ii. Customer lounge/restrooms;
 - iii. Flight plan room;
 - iv. Crew lounge/restrooms;
 - v. Administrative offices.
 - b. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs.
 2. Clear-Span Hangar.
 - a. A Building of exactly fourteen thousand four hundred (14,400) square feet of commercial floor area with a minimum clear-span height of twenty (20) feet.
 - b. At the option of the FBO, a maximum of four thousand eight hundred (4,800) square feet may be subleased to S-FBOs.
 3. Maintenance Hangar/Shops.
 - a. A Building of exactly five thousand (5,000) square feet of commercial floor area.
 - b. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs.
 4. GA Aircraft Ramp Areas/GA Parking Areas/GA Aircraft Circulation and Staging Areas. An uncovered, paved area of two hundred eighty thousand (280,000) (est.) square feet.

5. Tie-Down Area.
 - a. An uncovered, paved area of twenty-two thousand (22,000) square feet with a minimum of thirty (30) spaces;
 - b. Adequate tie-down anchors and hard-ware.
 6. Motor Vehicle Parking. Sixty (60) standard-size paved, uncovered Parking spaces and adequate circulation areas.
- B. GA Facilities.
1. Aviation Fuel Farm.
 - a. Three twenty thousand (20,000) gallon Jet A tanks;
 - b. One twenty ten thousand (210,000) gallon Avgas tank;
 - c. Leak detection and spill control Equipment and Facilities.
 2. De-Icing Facilities.
 - a. Reclaim pad and Equipment;
 - b. De-ice fluid tanks;
 - c. Equipment to apply heated fluid.
 3. Security fencing, lighting and gates associated with exclusive areas in compliance with 49 C.F.R. Part 1542, as it may be amended in the future.
- C. Aircraft Services and Activities.
1. Fueling and Lubricating.
 - a. Jet A;
 - b. Avgas.
 2. Aircraft Line Services.
 - a. Ground Traffic direction and control, Parking and tie down;
 - b. Loading, unloading and towing;
 - c. Ground/auxiliary power unit (GPU/ APU);
 - d. Oxygen;
 - e. Pre-heat;
 - f. De-icing;
 - g. Hangar space rental;
 - h. Battery and electrical service;
 - i. Tire inflation and service;
 - j. Landing gear inflation (nitrogen);
 - k. Aircraft cleaning, interior and exterior;
 - l. Aircraft waste disposal;
 - m. Potable water.
 3. Minor Aircraft airframe and engine Maintenance, Preventive Maintenance, re-Building and alterations; incidental parts and accessories.
 4. General Aviation Customer Services.
 - a. Ground transportation (FBO courtesy van);
 - b. Food/beverage vending;
 - c. Baggage porter services;
 - d. Incidental sale of flight-related accessories (charts, books, lights, plotters, hand-held flight computers, etc.);

- e. Concierge services.
- 5. Flight Services.
 - a. Flight school and ground school (FAR Part 61);
 - b. Air Taxi/Charter (FAR Part 135) utilizing Aircraft with no more than thirty (30) passenger seats;
 - c. Aircraft rental;
 - d. Aircraft management.
- 6. Service to the local aviation community, including:
 - a. Mountain/air rescue;
 - b. Civil air patrol (CAP);
 - c. Local aeronautical clubs (EAA, 99s).
- D. Provision of required Facilities, activities and services by S-FBOs as sublessees (not assignees):

Generally, and as limited in these Minimum Standards, S-FBOs are encouraged to be tenants of FBOs and to share space and Facilities. The Airport will consider requests for reduction in totaled minimum square-footage requirements for combined operations (i.e., an S-FBO tenant need not duplicate Facilities such as restrooms, customer lounge, etc., if its sublease includes the right to use the FBO's Facilities.) All FBO/S-FBO subleases are subject to the prior express written consent of the Board of County Commissioners. (*Ord. 00-47 § 1 (part), Exh. A § II(A)*)

E. Hours of Operation. All Facilities open the public operated by any FBO and FBO/S-FBO subleases shall remain open for a minimum of eight hours each day between 6 a.m. (local time), seven days each week and shall remain open until at least 9 p.m. (local time) or the time of the last scheduled Airline operation, seven days each week. (*§ 10.40.020 repealed reenacted Ord. 028-05*)

10.40.030: PERMITTED FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as defined and limited in these Minimum Standards, are determined to be "permitted":

- A. FBO Facilities.
 - 1. Within existing required GA terminal: underground Motor Vehicle Parking.
 - 2. Aircraft tie-down area: an uncovered, paved area of twenty-two thousand (22,000) to fifty-five thousand (55,000) square feet with thirty (30) to fifty (50) spaces.
- B. GA Facilities.
 - 1. T-Hangar Facility. Construction of a facility of exactly five thousand (5,000) square feet, consisting of four separate one thousand two hundred fifty (1,250) square foot bays. Includes support Facilities.
 - 2. S-FBO Facility. Construction or provision of a facility, maximum of five thousand (5,000) square feet configuration of office vs. hangar space to be determined. Includes support Facilities.
- C. Services.
 - 1. Fueling and lubricating: Motor Vehicle Fuel (incidental to on-Airport aeronautical uses).
 - 2. Line services: Aircraft waxing/detailing.

3. Aircraft airframe and engine Maintenance, preventative Maintenance, rebuilding and alterations in excess of these required, provided that:
 - a. Such permitted activities are incidental to Required Services and Activities; and
 - b. Such permitted activities do not add to Airport impacts, in excess of required activities, in the areas of noise, Traffic or hazardous materials or other potential environmental degradation.
4. Customer services:
 - a. Catering/snack bar (limited kitchen Facilities);
 - b. Agent for on-airport rental car Operator(s);
 - c. Courtesy phone system.
5. Flight services:
 - a. Medical air transportation;
 - b. Aerial photo/survey/mapping;
 - c. Air freight;
 - d. Sightseeing flights.
6. Services to Air Carriers:
 - a. Fueling;
 - b. Ground handling;
 - c. Baggage handling.
7. Management of S-FBO Facility.
8. Management of T-hangar facility.
9. Management of de-ice facility.
10. Fuel farm operation and management.
11. Sublease to S-FBOs:
 - a. Air Taxi/Charters utilizing Aircraft with no more than thirty (30) passenger seats;
 - b. Balloons;
 - c. Gliders;
 - d. Air freight/express mail.
12. New/used Aircraft sales and brokering.
13. Aircraft insurance sales. (*§ 10.40.030 repealed reenacted Ord. 028-05*)

10.40.040: ADDITIONAL FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as defined in these Minimum Standards, are determined to be "additional":

- A. FBO Facilities.
 1. General aviation terminal space in excess of five thousand (5,000) square feet of commercial floor area; or the following uses:
 - a. Restaurant (full kitchen);
 - b. Gift shop;
 - c. Executive conference rooms.
 2. Clear-span hangar space in excess of fourteen thousand four hundred (14,400) square feet of commercial floor area.

3. Maintenance hangar/shop space in excess of five thousand (5,000) square feet of commercial floor area.
 4. Paved, uncovered Aircraft area in excess of two hundred eighty thousand (280,000) square feet (est.).
 5. Tie-down area in excess of fifty-five thousand (55,000) square feet or fifty (50) spaces.
 6. Paved, uncovered Motor Vehicle Parking in excess of sixty (60) standard size spots (or covered, secured Motor Vehicle Parking).
- B. GA Facilities.
1. S-FBO or T-Hangars in numbers, types or square footage in excess of those permitted above.
 2. Executive Aircraft storage hangars.
 3. Airport or aviation-related office space in excess of that required or permitted above or for non-FBO or non-S-FBO purposes.
- C. Services.
1. Fueling and lubricating.
 2. Line services: all services not expressly defined as "required" or "permitted" in this chapter.
 3. Major airframe/engine repair and inspection including, without limitation:
 - a. Airframe/engine repair;
 - b. Avionics inspection/repair/sales;
 - c. Aircraft refurbishment/painting;
 - d. Propeller shop;
 - e. All services not expressly defined as "required" or "permitted" in this chapter.
 4. Customer services:
 - a. Full service restaurant;
 - b. All services not expressly defined as "required" or "permitted" in this chapter.
 5. Flight services:
 - a. Air Carrier operation requiring certificate of public convenience and necessity;
 - b. Air Taxi/Charter operation utilizing any Aircraft with more than thirty (30) passenger seats;
 - c. Banner and aerial advertising;
 - d. All services not expressly defined as "required" or "permitted" in this chapter.
 6. Unclassified services:
 - a. Military Aircraft Fueling/handling contract services;
 - b. For-profit capital investment/de-velopment for third parties.
- D. All other Facilities, activities and/or services not expressly defined as "required" or "permitted" in this chapter. (*§ 10.40.040 repealed reenacted Ord. 028-05*)

10.44: MINIMUM STANDARDS AND REQUIREMENTS FOR INDIVIDUAL AERONAUTICAL SERVICES AND ACTIVITIES FOR COMMERCIAL AERONAUTICAL OPERATORS

Sections:

10.44.010 LISTING OF AERONAUTICAL ACTIVITIES AND SERVICES.

- 10.44.020 COMMON STANDARDS.
- 10.44.030 COMPLIANCE WITH MINIMUM STANDARDS FOR EACH AERONAUTICAL ACTIVITY OR SERVICE REQUIRED.
- 10.44.040 AIRCRAFT FUELING AND LUBRICATING.
- 10.44.050 AIRCRAFT LINE SERVICES.
- 10.44.060 MINOR AIRCRAFT AIRFRAME AND ENGINE INSPECTION, MAINTENANCE AND REPAIR—INCIDENTAL PARTS AND ACCESSORIES.
- 10.44.070 GENERAL AVIATION CUSTOMER SERVICES
- 10.44.080 AIR TAXI/CHARTER
- 10.44.090 FLIGHT TRAINING
- 10.44.100 AIRCRAFT RENTAL
- 10.44.110 AIRCRAFT MANAGEMENT
- 10.44.120 SPECIALIZED COMMERCIAL FLYING SERVICES
- 10.44.130 SERVICES TO AIR CARRIERS
- 10.44.140 MANAGEMENT OF S-FBO FACILITY—PROVISION OF SUBLEASE SPACE TO S-FBOS.
- 10.44.150 MANAGEMENT OF T-HANGAR FACILITY
- 10.44.160 MANAGEMENT OF DE-ICE FACILITY
- 10.44.170 FUEL FARM OPERATION AND MANAGEMENT
- 10.44.180 SERVICES TO LOCAL AVIATION COMMUNITY
- 10.44.190 MAJOR AND SPECIALIZED AIRCRAFT AIRFRAME AND ENGINE REPAIR SERVICES (RADIOS, PAINTING, UPHOLSTERY, PROPELLERS, INSTRUMENTS AND ACCESSORIES)
- 10.44.200 AIRCRAFT SALES (NEW AND/OR USED)

10.44.010: LISTING OF AERONAUTICAL ACTIVITIES AND SERVICES

The following aeronautical activities or services, as further defined herein, are determined to be commercial aeronautical activities and may be provided, as limited herein, by Commercial Aeronautical Operators at the Airport:

- A. Aircraft Fueling and lubricating;
- B. Aircraft line services;
- C. Minor Aircraft airframe and engine inspection, Maintenance and repair; incidental parts and accessories;
- D. General aviation customer services;
- E. Air Taxi/Charter;
- F. Flight training;
- G. Aircraft rental;
- H. Aircraft management;
- I. Specialized commercial flight services;
- J. Services to Air Carriers;
- K. Management of S-FBO Facility;
- L. Management of T-hangar facility;
- M. Management of de-ice facility;
- N. Fuel farm operation and management;
- O. Services to the local aviation community;
- P. Major and specialized Aircraft airframe and engine repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.);
- Q. Aircraft sales (new and/or used). (*§ 10.44.010 repealed reenacted Ord. 028-05*)

10.44.020: COMMON STANDARDS

A. With respect to each individual activity or service described hereinbelow, the following requirements shall be incorporated by reference within the respective referenced subsections for each activity or service:

1. Commercial Services and Activities. An Operator shall provide the services or activities described in the respective section hereinbelow (including the availability for sale of any products or materials inherent in the provision of such services or activities and the provision of capital Improvements, Equipment and Personnel to the scope of services/standards and certifications described below) to or for the benefit of general aviation Aircraft to at least the minimum levels or amounts described hereinbelow or, if greater, to the levels or amounts that are the Commercially-Reasonable Minimums to serve the Typical Range Of GA Aircraft Frequenting The Airport.

2. Capital Improvements. An Operator shall develop, construct and/or install (or, with respect to existing Improvements, secure the right to occupy and use such Improvements as an airport LLP), the capital Improvements described herein below, including Buildings and associated Facilities.

Such capital Improvements shall be built or installed to development standards established by the County and maintained to professional standards.

Such capital Improvements shall be on land owned by the County and subject to an LLP agreement with the County under terms and conditions standard for the classification of LLP and rental rates that are at the greater of: a minimum rent/fee structure established by the annual airport rate-making process or the then-current market rates/fees established by Procurement Action.

3. Equipment. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide the Equipment described, which Equipment shall be of modern design and in a well-maintained, first-class operating condition.

4. Scope of Services/Standards. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide the activity or service under the terms or to the levels and amounts described herein. All activities and services hereunder shall be provided in a safe, professional and environmentally-responsible manner.

5. Personnel. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide well-trained and properly supervised Personnel who conduct themselves at all times in a safe, courteous and business-like manner and shall be provided in numbers and with certifications under the terms or to the levels described herein.

6. Certifications. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide the appropriate licenses and/or certificates under the terms or to the levels described herein for the applicable Personnel, Facilities, activities or services.

7. Insurance. At all times that an Operator performing services under this category, the Operator shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC), and any additional coverages or amounts as specified below.

B. Duplication of Standards for Subleases. All Minimum Standards and requirements for all individual activities and services must be maintained at all times by individual Operators. However, whenever an S-FBO is subleasing FBO space, the County will consider, upon prior express written application from the S-FBO and FBO, a request to reduce the standards and requirements if the strict application of the standards and requirements would result in an unnecessary duplication of Facilities or services. Any such reduction must be supported by a sublease in which the FBO continues to be primarily liable to the County for compliance with the Minimum Standards. All such subleases must receive prior express written approval from the Board of County Commissioners. (*§ 10.44.020 repealed reenacted Ord. 028-05*)

10.44.030: COMPLIANCE WITH MINIMUM STANDARDS FOR EACH AERONAUTICAL ACTIVITY OR SERVICE REQUIRED

With respect to each of the individual aeronautical activities or services, a Commercial Aeronautical Operator shall meet the following Minimum Standards and requirements for each activity or service, as set out in the following sections. To the extent that an Operator can be classified under more than one category (for example, a flight school that also rents Aircraft), that Operator must comply with the more restrictive or demanding standards. (*§ 10.44.030 repealed reenacted Ord. 028-05*)

10.44.040: AIRCRAFT FUELING AND LUBRICATING

A. Commercial services and activities: Aircraft Fueling and lubricating.

B. Capital Improvements:

1. Underground storage tanks (USTs) or above-ground storage tanks (ASTS); five storage tanks maximum aggregate capacity one hundred twenty-five thousand (125,000) gallons, not to exceed twenty-five thousand (25,000) gallons in any one tank, with at least one tank dedicated to Avgas; in compliance with all applicable federal, state, and local laws and regulations including permanent-type installation, leak detection system installation, and spill containment measures;

2. Associated concrete approaches and Parking areas designed, constructed and maintained to support the typical tanker Trucks and required dispensing Trucks servicing the facility;

3. Associated collision guards, fences, lighting and other security Improvements;

4. Associated Facilities for the storage and handling of lubricants.

C. Equipment:

1. One metered filter-equipped dispenser, fixed or mobile, for each grade of aviation Fuel;

2. Late-model mobile Fuel dispensing Trucks in sufficient numbers to have a total of two thousand two hundred (2,200) gallon capacity for each grade or brand of Jet A and seven hundred fifty (750) gallon capacity for each grade or brand of Avgas, with reliable marking devices approved by the Federal Aviation Administration;

3. Electrical grounding Facilities at Fueling locations to eliminate the hazards of static electricity;

4. Approved types of fire extinguishes or other Equipment commensurate with the hazard involved with Fueling, defueling, and servicing Aircraft.

5. Facilities to change engine oil and properly store and recycle the used oil.

D. Scope of Services/Standards.

1. The sale and into-plane delivery of aviation Fuels, lubricants and other related petroleum products to general aviation Aircraft shall be available from six a.m. to eleven p.m. every day of the calendar year.

2. Operator shall maintain an adequate inventory of at least one brand and two generally accepted grades of aviation Fuel (Jet A and one hundred (100) octane low-lead Avgas), engine oil and lubricants. The Operator shall demonstrate, to the satisfaction of the County, a written, long-term, commercially reasonable agreement with a reputable national-brand aviation gasoline and lubricant distributor to permit the Operator to purchase Fuel and oil for resale in such quality and quantities as are necessary to meet the requirements set forth herein.

3. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the Fuel is the responsibility of the FBO. The Operator shall maintain current Fuel reports of the quality of Airline standards on file and available for auditing at anytime by the Director of Aviation, or the Federal Aviation Administration.

4. The sale of Fuel and lubricants and the provision of related services shall be conducted in a safe and environmentally-responsible manner at all times.

E. Personnel: two line service Personnel.

F. Certifications.

1. Line service Personnel providing this activity of service shall be trained including current certification, for Fueling, defueling, quality assurance, fire safety, and hazardous material handling as required by federal, state and local government.

2. All Fueling services and systems shall be subject to inspection for fire and other hazards by the Director of Aviation or other representative of Pitkin County and the appropriate state and local fire agency. Operator shall meet all applicable fire codes: federal, state and local laws statutes, ordinances, rules and regulations pertaining to fire safety, including proper fire protection, electrical grounding and fire suppression.

3. Operator shall administer its Equipment and Facilities to comply with the spill control and containment plan.

G. Insurance. Insurance provided for this activity or service shall include the coverages required on Exhibit A, attached to the ordinance codified in this chapter and incorporated herein by this reference, and, in addition the following types and amounts. (~~§ 10.44.040 repealed reenacted Ord. 028-05~~)

10.44.050: AIRCRAFT LINE SERVICES

A. Commercial services and activities:

1. Ground Traffic direction and control;
2. Parking/tie-down/hangar storage, over-night and long-term;
3. Loading, unloading and towing;
4. De-icing services;
5. Engine pre-heating;
6. Oxygen;
7. Starting (GPU/APU);
8. Tire inflation and repair;
9. Battery and electrical service;
10. Dry nitrogen for landing gear inflation;
11. Cleaning; interior and exterior;
12. Waste disposal;
13. Potable water.

B. Capital Improvements. Operator will provide a hangar of fourteen thousand four hundred (14,400) square feet of interior floor area.

C. Equipment.

1. Ground Traffic Direction and Control.

2. Parking/Tie-Down/Hangar Storage, Overnight and Long-Term. Operator shall provide a minimum of thirty (30) tie-down Facilities and Equipment, including ropes, chains and other types of restraining devices, and wheel chocks. Operator shall provide a minimum of fourteen thousand four hundred (14,400) square feet for Aircraft hangar storage.

3. Loading, Unloading and Towing. FBO shall provide adequate loading, unloading and towing Equipment to safely and efficiently load and unload passengers and baggage and move Aircraft weighing up to one hundred thousand (100,000) lbs.

4. De-icing services: two (2) mobile de-icing units capable of a five-gallon-per-minute disbursement of heated agent.

A de-ice pad adequate in size to service the typical general aviation Aircraft frequenting the Airport and capable of the containment and recycling of de-ice fluids.

5. Engine pre-heating: two mobile units capable of pre-heating the typical reciprocating engine general aviation Aircraft frequenting Airport.

6. Oxygen: a minimum supply of one thousand eight hundred fifty (1,850) pounds of compressed aviation oxygen with appropriate filling Equipment.

7. Starting (GPU/APU): two one thousand five hundred (1,500) amp auxiliary power units for Aircraft starting.

8. Tire inflation and repair: must provide the minimum Equipment necessary to service the typical general aviation Aircraft frequenting the Airport.

9. Battery and electrical service: must provide the minimum Equipment necessary to service the typical general aviation Aircraft frequenting the Airport.

10. Dry nitrogen bottle for landing gear inflation: must provide the minimum Equipment necessary to service the typical general aviation Aircraft frequenting the Airport.

11. Cleaning, interior and exterior: must provide the minimum Equipment necessary to service the typical general aviation Aircraft frequenting the Airport.

12. Waste Disposal. Operator shall provide the necessary Equipment for discharge/replacement of fifty (50) gallons of lavatory waste water. Operator shall provide necessary Equipment for the adequate and sanitary handling, temporary storage and permanent disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents, and other waste. The nontemporary piling or storage of crates, boxes, barrels and other containers will not be permitted within the lease premises.

13. Potable Water. Operator shall provide approved Equipment for discharge/replacement of potable water systems.

D. Scope of Services/Standards.

1. These services shall be available from six a.m. to eleven p.m., every day of the calendar year.

2. The provision of line services shall be conducted in a safe and environmentally-responsible manner at all times.

E. Personnel: two line Personnel.

F. Certifications: line service Personnel certification in fire safety and hazardous material handling as required by federal, state and local law or regulation.

G. Insurance. Insurance provided for this activity or service shall be in types, amounts and form enumerated in the document entitled "Minimum Insurance Requirements" as published by

the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners. (§ 10.44.050 repealed reenacted Ord. 028-05)

10.44.060: MINOR AIRCRAFT AIRFRAME AND ENGINE INSPECTION, MAINTENANCE AND REPAIR—INCIDENTAL PARTS AND ACCESSORIES

A. Commercial services and activities: minor Aircraft airframe and engine inspection, Maintenance and repair; incidental parts and accessories.

B. Capital Improvements: a Building of exactly five thousand nine hundred (5,900) square feet of interior floor area.

C. Equipment: sufficient Equipment, supplies and parts to acquire and maintain certification as an FAA-approved repair station.

D. Scope of Services/Standards. Operator shall provide Minor Repairs, inspections and preventative Maintenance as defined in FAR Part 43, as amended, as follows:

1. These services shall be available for a total of eight hours daily, at the commercially-reasonable discretion of the Operator, during the period from six a.m. to eleven p.m., every day of the calendar year;

2. The Operator shall have on duty during the required operating hours at least one Person that is an employee of the Operator and currently certified by the Federal Aviation Administration with rating appropriate to the work being performed and who holds an airframe and power plant (A & P), and an Aircraft inspector rating; and at all other times the Airport is open, the Operator shall have on-call (within sixty (60) minutes notice) at least one Person currently certified A & P by the FAA;

3. Sufficient work space for any Aircraft upon which airframe or engine repairs are being performed;

4. Suitable storage space for Aircraft before and after repair and Maintenance have been accomplished;

5. Adequate shop space to house the Equipment and adequate Equipment and machine tools, jacks, lifts and testing Equipment as required for Maintenance be performed on general Aircraft;

6. Sufficient availability of parts equivalent to that required for certification as an FAA approved general purpose repair station.

E. Personnel: one Person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed.

F. Certifications: as referenced in subsection (D)(2) of this section.

G. Insurance. Insurance provided for this activity or service shall be in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners, and, in addition the following types and amounts:

1. Aircraft liability;

2. Hangar keeper's liability, including taxiing, as applicable. (Ord. 00-47 § 1 (part), Exh. A § III(C)(3))

H. Nothing herein is intended to preclude the owner of any Aircraft or his or her employees from maintaining or repairing such Aircraft or subject an owner performing maintenance or repairs to comply with this section. Any Commercial Aeronautical Operator that is not an employee of an Aircraft owner shall comply with this section. (*§ 10.44.060 repealed reenacted Ord. 028-05*)

10.44.070: GENERAL AVIATION CUSTOMER SERVICES

A. Commercial services and activities:

1. Customer services;
2. Pilot flight planning Facilities;
3. Pilot and crew services;
4. Administrative services;
5. Ground transportation services;
6. Food/beverages services;
7. Baggage porter services;
8. Concierge services;
9. Motor Vehicle Parking.

B. Capital Improvements. Operator shall construct a general aviation terminal of exactly five thousand (5,000) square feet of commercial floor area, including:

1. Customer service counter: an area for the efficient transaction of Aircraft line service, customer service and crew service requests;
2. Customer lounge/restrooms: convenient, clean and attractive lounge area and restrooms;
3. Pilot flight planning Facilities: flight planning Facilities including wall charts, table surfaces, telephone service, and computerized weather data service;
4. Pilot and crew lounge/restrooms: lounge and restroom Facilities;
5. Administrative offices: on-site offices for FBO management.

C. Equipment:

1. Unicom radio system;
2. Computer systems necessary to support the following functions:
 - a. Point-of-sale ability,
 - b. Accounts payable,
 - c. Weather data/flight planning;
3. Fax machines necessary to support the following functions:
 - a. Communication with FBO,
 - b. For use by customers/crew;
4. Telephones necessary to support the following customers and crew usage;
5. Two late-model courtesy Vehicles for Pilot and crew use; minimum seating of four passengers/Vehicle;
6. One Vehicle to move passengers/baggage between Aircraft and GA terminal and Motor Vehicle Parking;
7. One late-model courtesy Vehicle with Driver; minimum seating of six (6) passengers with baggage.

D. Scope of Services/Standards. The following services shall be available from six a.m. until eleven p.m., every day of the calendar year.

1. Administrative Services. Operator will provide, at a minimum, a FAX machine service and an accounts payable service for FBO accounts.

2. Ground transportation services: from the Airport to final destination of those Persons flying into the Airport, including a courtesy Vehicle service.

3. Food/beverage service: food and beverage vending machines and availability of catering service.

4. Porter Services. Operator shall provide or arrange for the provision of porter services to/from Aircraft and Vehicles. Porter services must be available with sufficient staffing to porter baggage to/from Aircraft to ground Vehicles at a level required to meet demand during peak periods.

5. Sale of Pilot and aviation accessories: maps, flashlights, batteries, rulers and computers generally used by Pilots for flight planning; flight training textbooks; and other miscellaneous Pilot supplies.

6. Concierge Services. Operator shall provide or arrange for the provision of concierge services for its customers, including scheduling and arrangements for lodging accommodations, limo, taxi, rental car, dinner reservations, and catering, etc.

7. Motor Vehicle Parking: A minimum of sixty (60) hard surfaced, on-site auto Parking space with suitable accommodations for automobiles, and a paved Aircraft apron, all within the leased area sufficient to accommodate the Operator's permitted activities and operations shall be provided.

E. Personnel: One counter Person.

F. Certifications: training in customer service.

G. Insurance. Insurance provided for this activity or service shall be in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners. (*§ 10.44.070 repealed reenacted Ord. 028-05*)

10.44.080: AIR TAXI/CHARTER

A. Commercial services and activities: Air Taxi/Charter.

B. Capital Improvements:

1. Office space of one hundred fifty (150) square feet of floor space for storage, office, restrooms, customer lounge and telephone Facilities for customer use;

2. Asphalt or cement-paved surfaced, on-site auto Parking space with suitable accommodations for automobiles;

3. A paved Aircraft apron all within the leased area and sufficient to accommodate the Operator's activities and operations shall also be provided.

C. Equipment. Aircraft to be utilized shall be no less than one airworthy Aircraft suitably equipped for meeting all the requirements of the FAA with respect to the type of operation to be performed.

D. Scope of Services/Standards. The Operator shall have these services available from six a.m. to eleven p.m. every day of the calendar year.

E. Personnel. The Operator shall have in his or her employ and on duty during the required operating hours, trained Personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner and otherwise appropriately rated by the FAA, to permit the flight activities offered by Operator. The Operator shall have available sufficient qualified operating crews and satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground transportation. The prospective Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved Aircraft within a reasonable or specified maximum notice period.

F. Certifications.

1. The Operator shall hold a Part 135 Certificate issued by the FAA, and Pilots shall be certificated as referenced in subsection E of this section;

2. Experienced and familiar with mountain flying.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types. (~~§ 10.44.010 repealed reenacted Ord. 028-05~~)

10.44.090: FLIGHT TRAINING

A. Commercial Services and Activities. An Operator shall instruct Pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, in land Aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories or Pilots' certificate and rating involved.

B. Capital Improvements:

1. Minimum office space of one hundred fifty (150) square feet to provide classroom, briefing room, Pilot lounge, restrooms and telephone Facilities for customer use;

2. Asphalt or cement-paved surfaced, on-site auto Parking space with suitable accommodations for automobiles, and a paved Aircraft apron all within the leased area and sufficient to accommodate the Operator's activities and operations shall also be provided;

3. No flight training operations or Operator may be allowed to operate from a rented tie-down space.

C. Equipment.

1. Not less than one airworthy Aircraft suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed;

2. Flight simulator capable of simulating Instrument Flight Rules (IFR) flight in a reciprocating-engine Aircraft.

D. Scope of Services/Standards.

1. The Operator shall have his or her services available eight hours daily in the Operator's commercially-reasonable discretion, during the period from six a.m. to eleven p.m., every day of the calendar year;

2. Office, classroom and briefing room space required for FAR Part 61 flight training including flight simulator, mark-ups, pictures, slides, film strips and other visual training aids;

3. The Operator shall have, and make for sale to the public, flight training textbooks, manuals and other miscellaneous Pilot supplies such as plotters, computers, navigational charts, etc.

E. Personnel.

1. The Operator shall have available, on a full-time basis, at least one flight instructor who is currently certificated by the Federal Aviation Administration to provide the type of flight training offered. Such flight instructor(s) shall additionally be experienced and familiar with mountain flying.

2. The Operator shall have for call on a part-time basis, at least one ground instructor who is currently certificated by the Federal Aviation Administration to provide the type of ground training offered.

F. Certifications. Flight school operation shall be in compliance with FAR Part 61.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability;

2. Student and renter's liability shall be readily available for purchase by students and renters or Operators shall provide a signed waiver thereof and release of Operator and County.

(§ 10.44.090 repealed reenacted Ord. 028-05)

10.44.100: AIRCRAFT RENTAL

A. Commercial Services and Activities: Aircraft rental, not incident to flight training.

B. Capital Improvements:

1. At least one hundred fifty (150) square feet of floor space for office, restrooms, customer lounge and telephone Facilities for customer use;

2. Paved surfaced, on-site auto Parking space with suitable accommodations for automobiles, and a paved Aircraft apron.

C. Equipment. The Operator shall have available for rental, either owned or under written lease to Operator, a minimum of one reciprocating engine Aircraft rated less than one hundred fifty (150) h.p. to handle the proposed scope of the operation, and sufficient to provide for the public demand.

D. Scope of Services/Standards.

1. The Operator shall have his or her service available eight hours daily from six a.m. to eleven p.m., every day of the calendar year.

2. Aircraft shall be available for rental under commercially reasonable terms and conditions and at commercially reasonable rates and charges.

E. Personnel. The Operator shall have available on a full-time basis, at least one flight instructor who is currently certificated by the FAA to provide Aircraft check-out training services for customers renting Aircraft, including staffing/training adequate to provide customers with a full mountain checkout.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability:

a. Bodily injury;

b. Passenger liability;

c. Property damage.

2. Student and renter's liability shall be readily available for purchase by students and renters or Operators shall provide a signed waiver thereof and release of Operator and County.

(§ 10.44.100 repealed reenacted Ord. 028-05)

10.44.110: AIRCRAFT MANAGEMENT

A. Commercial Services and Activities.

Operator shall provide long-term management to Aircraft owners and undertake the Maintenance, repair, charter and renting of the managed Aircraft.

B. Capital Improvements.

C. Equipment. Computer hardware and accounting software adequate to provide comprehensive records of all revenues and expenses of Aircraft management.

D. Scope of Services/Standards.

1. All Aircraft management must be done through bona fide long-term, exclusive management contracts.

2. Management contracts must be written and shall be for terms of least six months and shall be terminable in writing for cause only.

3. Management contract shall be exclusive and comprehensive covering all aspects of Aircraft operation including, without limitation, fees and charges, insurance, Maintenance, inspection and repair during the period of the contract.

4. Management contract may be "wet" or "dry," and with or without crew.

E. Personnel.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the

Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types. (~~§ 10.44.110 repealed reenacted Ord. 028-05~~)

10.44.120: SPECIALIZED COMMERCIAL FLYING SERVICES

A. Commercial Services and Activities.

1. Commercial glider operations;
2. Nonstop sightseeing flights that begin and end at the same Airport within a fifty (50) mile radius of Airport;
3. Crop-dusting, seeding, spraying;
4. Aerial photography, survey or mapping;
5. Power line or pipeline patrol;
6. Fire fighting;
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

B. Capital Improvements.

1. For each of the above-listed activities or services, an Operator shall provide a minimum of one hundred fifty (150) square feet of floor space for office, restrooms, customer lounge and telephone Facilities for customer use.

2. Asphalt or cement-paved surfaced, on-site auto Parking space sufficient to accommodate Operator's activities and operations shall also be provided.

3. In case of crop-dusting, aerial application or other commercial use of chemicals, Operator shall provide centrally drained, paved area adequate for all Aircraft loading, unloading, washing and servicing. This area must be built and operated in full compliance with the Environmental Protection Agency and Colorado Department of Health regulation governing such activities. Operator shall also provide for the safe storage and containment of all chemical material. Such Facilities will be in a location on the Airport which will provide the greatest safeguard to the public.

C. Equipment.

1. The Operator shall provide and have based on his or her leasehold, either owned or under written lease to the Operator, not less than one airworthy Aircraft, suitably equipped for, and meeting all the requirements of the Federal Aviation Administration with respect to the type of operation to be performed.

2. In the case of crop-dusting or aerial application, the Operator shall provide tank Trucks for the handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground Facilities and Equipment for the safe containment, storage, handling and safe loading of all noxious chemicals and materials in compliance with EPA and Colorado Department of Health.

D. Scope of Services/Standards.

1. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

2. The Operator shall have in his or her employ, and on duty during the required operating hours, trained Personnel in such numbers as may be required to meet the Minimum Standards

herein set forth in an efficient manner, but never less than one Person holding a current Federal Aviation Administration commercial certificate, properly rated for the Aircraft to be used and type of operation to be performed.

E. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability,
 - a. Bodily injury,
 - b. Passenger liability,
 - c. Property damage;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability. (*§ 10.44.120 repealed reenacted Ord. 028-05*)

10.44.130: SERVICES TO AIR CARRIERS

A. Commercial services and activities: services to Air Carriers.

B. Capital Improvements: Fuel storage facility, as provided in general aviation Fueling and lubricating services.

C. Equipment: Equipment as provided in general aviation Fueling and lubricating services or, if greater, applicable Airline standards.

D. Scope of Services/Standards.

1. Fueling and lubricating sale, and into-plane delivery of aviation Fuels, lubricants and other related petroleum products shall be available from six a.m. to the last Air Carrier operation, every day of the calendar year, upon request by certificated, Scheduled Air Carriers.

2. The Operator shall maintain current Fuel reports of the quality of Airline standards on file and available for auditing at anytime by the Director of Aviation, or the Federal Aviation Administration.

3. The Air Carrier may provide, subject to the mutual agreement of the parties and consistent with industry custom, separate written service standards, including penalties for nonperformance.

E. Personnel. Operator shall continuously provide at least two line service Personnel from six a.m. to eleven p.m.

F. Certifications.

1. Line service Personnel training to include certification for Fueling, defueling, quality assurance, fire safety, and hazardous material handling as required by federal, state and local government.

2. All Fueling services and systems shall be subject to inspection for fire and other hazards by the Director of Aviation or other representative of Pitkin County and the appropriate state and local fire agency. Operator shall meet all applicable fire codes: federal, state and local laws

statutes, ordinances, rules and regulations pertaining to fire safety, including proper fire protection, electrical grounding and fire suppression.

3. Operator shall administer its Equipment and Facilities to comply with the spill control and containment plan.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types. (*§ 10.44.130 repealed reenacted Ord. 028-05*)

10.44.140: MANAGEMENT OF S-FBO FACILITY—PROVISION OF SUBLEASE SPACE TO S-FBOS

A. Commercial services and activities: management of S-FBO Facility/provision of sublease space to S-FBOS.

B. Capital Improvements.

1. Operator shall provide a structure with five thousand (5,000) square feet of interior floor area in hangar space and associated administrative and storage space for sublease to S-FBOS.

2. Operator may sublease up to four thousand eight hundred (4,800) square feet of space in its FBO Facilities, as follows: main hangar (two thousand four hundred (2,400) square feet); FBO terminal (one thousand two hundred (1,200) square feet); and Maintenance hangar (one thousand two hundred (1,200) square feet).

C. Equipment: tenant finish.

D. Scope of Services/Standards.

1. Tenants shall be selected and vacancies filled under procedures established by the BOCC.

2. Terms, conditions and administration shall be fair, equal, commercially reasonable and not unjustly discriminatory.

3. Rental rates and charges shall be on a market basis, taking into consideration the costs of construction and financing, rent to County, triple net charges to tenants, a reasonable administration fee to the management (not to exceed fifteen (15) percent) and the rental rates and charges for comparable Facilities.

4. Grievance procedure with County.

E. Personnel: one Person designated to handle S-FBO tenant matters.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types. (*§ 10.44.140 repealed reenacted Ord. 028-05*)

10.44.150: MANAGEMENT OF T-HANGAR FACILITY

- A. Commercial service and activity: management of T-hangar facility.
- B. Capital Improvements. Operator shall provide a structure with five thousand (5,000) square feet of interior floor area in hangar space and associated administrative and storage space, in four equally-sized units for sublease to based Aircraft not involved in commercial aeronautical operations.
- C. Equipment: tenant finish.
- D. Scope of Services/Standards.
 - 1. Provisions customary landlord services to tenants pursuant to written leases approved in advance by the County; terms, conditions and administration shall be fair, reasonable and not unjustly discriminatory.
 - 2. Rental rates and charges shall be on a cost basis, taking into consideration the costs of construction and financing, rent to County, triple net charges to tenants, and a reasonable administration fee to the management (not to exceed fifteen (15) percent).
 - 3. Tenants shall be selected and vacancies filled under procedures established by the BOCC.
 - 4. Grievance procedure with County.
- E. Personnel: one Person designated to handle S-FBO tenant matters.
- F. Certifications.
- G. Insurance. (*§ 10.44.150 repealed reenacted Ord. 028-05*)

10.44.160: MANAGEMENT OF DE-ICE FACILITY

- A. Commercial service and activity: management of de-ice facility.
- B. Capital Improvements: de-ice pad.
- C. Equipment:
 - 1. De-ice reclamation Equipment;
 - 2. De-ice fluid storage tanks: minimum capacity of two thousand (2,000) gallons;
 - 3. De-ice delivery Equipment; capable of delivery of fluid heated to one hundred seventy (170) degrees at a minimum rate of twenty (20) gal/min.
- D. Scope of Services/Standards.
 - 1. Rates, terms, conditions and administration shall be fair, reasonable and not unjustly discriminatory.
 - 2. Grievance procedure with County.
- E. Personnel: one line service Person.
- F. Certifications.
- G. Insurance. (*§ 10.44.160 repealed reenacted Ord. 028-05*)

10.44.170: FUEL FARM OPERATION AND MANAGEMENT

- A. Commercial services and activities: Fuel farm operation and management.

B. Capital Improvements. Underground storage tanks (USTs) or aboveground storage tanks (ASTs); five storage tanks with a maximum aggregate capacity of one hundred twenty-five thousand (125,000) gallons, not to exceed twenty-five thousand (25,000) gallons in any one tank, with at least one tank dedicated to Avgas; in compliance with all applicable federal, state, and local laws and regulations including permanent-type installation, leak detection system installation, and spill containment measures.

C. Equipment.

1. One metered filter-equipped dispenser, fixed or mobile, for each grade of aviation Fuel (Avgas and jet Fuel).

2. Dispensing Trucks shall have a total of two thousand two hundred (2,200) gallon minimum capacity for Jet A and seven hundred fifty (750) gallon minimum capacity for each grade of Avgas Fuel.

3. Adequate electrical grounding Facilities at Fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other Equipment commensurate with the hazard involved with Fueling Operations at the Fuel farm.

D. Scope of Services/Standards.

1. Services available six a.m. to eleven p.m. every day of the calendar year.

2. Terms, conditions, rates and charges shall be fair, commercially-reasonable and not unjustly discriminatory.

E. Personnel.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types. (*§ 10.44.170 repealed reenacted Ord. 028-05*)

10.44.180: SERVICES TO LOCAL AVIATION COMMUNITY

A. Commercial Service and Activity. Operators shall provide free, at-cost or in-kind services and areas to local aviation groups in support of local aviation activities.

B. Capital Improvements. Operator shall provide a minimum of two hundred (200) square feet of office/meeting/activity space, on an on-call or as-needed basis.

C. Equipment: computer hardware and software adequate to maintain records of annual assistance and expenditure.

D. Scope of Services/Standards. Operator shall provide a minimum of twenty thousand dollars (\$20,000.00) annually (retail value of space, services, Equipment, products or supplies) to bona fide groups serving the local aviation community including, without limitation but otherwise subject to the prior written approval of the County, as follows:

1. Airshow;

2. Air rescue/civil air patrol;

3. Mountain rescue;

4. EAA;
5. 99s.
- E. Personnel: one employee designated to act as liaison/coordinator with approved local groups.
- F. Certifications.
- G. Insurance. (*§ 10.44.180 repealed reenacted Ord. 028-05*)

10.44.190: MAJOR AND SPECIALIZED AIRCRAFT AIRFRAME AND ENGINE REPAIR SERVICES (RADIOS, PAINTING, UPHOLSTERY, PROPELLERS, INSTRUMENTS AND ACCESSORIES)

- A. Commercial Services and Activities.
- B. Capital Improvements.
- C. Equipment.
- D. Scope of Services/Standards. Major Repair, Maintenance and inspection services as defines in FAR, Part 43, as amended.
 1. The Operator shall have his or her services available eight hours daily during general aviation operating hours, five days a week.
 2. The Operator shall have in his or her employ, and on duty during the required operating hours, trained Personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner currently certified as Federal Aviation Administration radio, instrument or propeller repairmen.
 3. The avionics portion of the services offered must maintain current the qualifications of Class I and Class II FAA designated repair station.
- E. Personnel.
- F. Certifications. The Operator shall maintain, as necessary, the repair station certificates as required by the Federal Aviation Administration, which are applicable to the operation or operations contemplated. The Operator may furnish one, or if desired, any combination of the services mentioned above.
- G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:
 1. Hangar keeper's liability, including taxiing, as applicable. (*§ 10.44.190 repealed reenacted Ord. 028-05*)

10.44.200: AIRCRAFT SALES (NEW AND/OR USED)

- A. Commercial services and activities: direct or brokeraged sales of Aircraft.
- B. Capital Improvements: a minimum of one hundred fifty (150) square feet of floor space, for Aircraft storage and office. Hard surfaced, on-site auto Parking space with suitable

accommodations for automobiles, and a paved Aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations shall also be provided.

C. Equipment.

D. Scope of Services/Standards. The Operator shall have his or her services available on a basis consistent with his or her franchise agreement.

E. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Director of Aviation, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability:

- a. Bodily injury,
- b. Passenger liability,
- c. Property damage;

2. Hangar keeper's liability, including taxiing: applicable and required in the event the Operator shall elect to service, by himself or herself, the Aircraft sold by him or her, during the guarantee or warranty period. (§ 10.44.200 repealed reenacted Ord. 028-05)

10.48: ADDITIONAL SERVICES AND FACILITIES

Sections:

10.48.010: SUMMARY OF LAND USE STANDARDS

10.48.010: SUMMARY OF LAND USE STANDARDS

A. Attached to the ordinance codified in this chapter, and incorporated herein by this reference is the adopted land use identification plan for the Airport.

B. Commercial Aeronautical Operators intending to construct Facilities and/or provide services or conduct activities defined herein as "additional" Facilities and services (or as "permitted" Facilities not within the footprint or structure of existing "required" Facilities), first shall be required to apply for all required land-use approvals through the Pitkin County Land Use Code, as it may be amended from time to time. Depending on the Operator's proposal, these applications may include, without limitation, amendment to the Airport master plan, application for subdivision approval (or exemption from subdivision), for a growth management quota system (GMQS) allotment (or a GMQS exemption), special review (including Highway 82 and scenic foreground review), and H.B. 1041 hazard review. The specific requirements for these applications are contained in the land use code. Generally, however, land-use applications seek to evaluate development proposals and suggest mitigation measures in the following areas:

1. Conformance with Aspen area general plan, Airport zoning and Airport master plan;
2. Conformance with other County, state and federal laws and regulations;

3. Avoidance of natural and man made hazards and resource areas;
4. Avoidance of soil, surficial geologic and radiation hazards;
5. Avoidance of adverse drainage and erosion impacts;
6. Adequate provision for water, sewer and other utilities;
7. Adequate provision for impacts on roads, Parking and transportation;
8. Compatibility with historical and archaeological concerns and scenic quality;
9. Compatibility with agricultural lands and operations;
10. Adequate provision for impacts on tax base and government services;
11. Provision of affordable employee housing;
12. Provision for energy conservation;
13. Avoidance of environmental harm, including air, water and noise pollution;
14. Compatibility with existing neighbor-hoods and surrounding land uses.
15. Phasing of growth rate. (*§ 10.48.010 repealed reenacted Ord. 028-05*)

Web version 03/2010

APPENDIX C
Aspen/Pitkin County Airport
2019 & 2020 Greenhouse Gas Inventory Report

Aspen Pitkin County Airport 2019 & 2020 Greenhouse Gas Inventories

Pitkin County was one of the first airports in the U.S. to prepare a total airport-related emissions inventory that captured the emissions of sources by ownership and/or control. The County has performed its updated emissions inventory for year 2020, and due to the pandemic effects, also an inventory for 2019. Pitkin County has voluntarily prepared a greenhouse gas emissions inventory associated with its Airport Section, which operates Aspen/Pitkin County Airport. The approach used by the Airport reflects the Airport Cooperative Research Program (ACRP) Report 11 *Guidebook on Preparing Airport Greenhouse Gas Emissions Inventories*. The approach used by Pitkin County is intended to dovetail with Pitkin County's greenhouse gas emissions inventory which relies on the guidance of the International Council for Local Environmental Initiatives (ICLEI) for community-based emissions inventories.¹

Most notable in the approach, is that the emissions are separated by those sources that the Airport has ownership or control, versus emissions owned and controlled by tenants or the general public that uses the Airport.

Results

Table 1 (page 4) shows the results of the 2020 inventory in comparison to the 2019, 2017, 2014, 2011, and 2006 inventories.² In 2020, total airport-related emissions were 80,235 metric tons of carbon dioxide (CO₂). Year 2020 emissions were 7.2 percent less than the 2019 emissions and 1.6% lower than the 2017 emissions. It is important to note that total aircraft operations in 2020 were 3.1% higher than 2019 levels, as while the pandemic reduced commercial aircraft operations, it increased general aviation aircraft operations.

Key findings:

- Pitkin County owns and/or controls sources at the Airport that represent 2.1% of total emissions.
 - Pitkin County-owned or controlled emissions decreased 8% between 2019 and 2020, and are nearly 5% lower than 2017 levels;
 - The decrease in emissions is largely due to reduced fuel use associated with the Airport's fleet vehicles.
- Aircraft operator/tenant emissions reflect nearly 93% of total airport-related emissions.
 - Aircraft emissions continue to reflect the dominant source of airport-related greenhouse gas emissions, at 91% of total.
 - Aircraft emissions increased between 2017 and 2019 but decreased between 2019 and 2020. While there were more aircraft operations in 2020 than 2019 as, in general, this was due to an increase in general aviation operations. General aviation operations were likely flown with shorter flight segments than the scheduled airlines, resulting in a decrease in overall fuel usage.

¹ The ICLEI guidance suggests the use of ACRP Report 11 for the airport portion of the community inventories.

² The GHG inventory for Aspen/Pitkin County Airport has been updated every three years.

Appendix "C" to RFP 001.23
2019 and 2020 Greenhouse Gas Inventory Report

- It is important to note that with the preparation of each greenhouse gas inventory, the data available increases improving the reporting of emissions. In addition, for predicting aircraft-related emissions in the landing and takeoff cycles (Approach, taxi/idle/delay, takeoff and climbout) has changed between 2017 and the inventories for 2019 and 2020. For the 2019 and 2020, the FAA's state of the art Aviation Environmental Design Tool (AEDT) was used which predict emissions in different flight phases than the earlier Emissions Dispersion Modeling System.
- Tenant ground support equipment (GSE) emissions decreased substantially from 2017 to 2019 and 2020. Some of this difference could be associated with the change in aircraft modeling, which is also used to identify aircraft GSE use.
- Public owned and controlled emissions, from travel to and from the Airport, increased substantially from 2017 levels. This could be due to greater distance travelled, as data this year indicates that particularly for the rental car activity, distance per day travel has increased 60%.

The inventory prepared for the Airport is used by Pitkin County to identify airport emissions, so the methodology remains consistent. For the Pitkin County inventory, specific lines in the information in **Table 1** will likely be used for 2020:

- Airport owned or controlled ground support equipment (fleet vehicles) – 352 metric tons (**increase relative to 2017 of 256 metric tons**)
- Aircraft emissions – 73,135 metric tons (**increase relative to 2017 of 72,879 metric tons**) primarily due to increased operations
- Airline/tenants ground support equipment – 870 metric tons (**decrease relative to 2017 of 4,319 metric tons**)
- Subtotal (Airline/Tenant/Aircraft Operator Owned/Controlled Emissions) – 74,357 metric tons in 2020, a **decrease** of 4% over 2017 (77,454 metric tons)

The Pitkin County Inventory does not use the Airport's building/facility emissions or ground travel emissions, as those emissions are rolled up into the overall county building/facility and ground travel emissions.

Aspen-Pitkin County Airport-related Greenhouse Gas Emissions (metric tons per year)

User/Source Category	2020 CO2	2019 CO2	2017 CO2	2014 CO2	2011 CO2	2006 CO2
Facilities/Stationary Sources	1,141	1,200	1,334	1,350	1,529	1,326
Ground Support Equipment	352	426	256	256	147	155
Ground Access Vehicles						
Passenger vehicles (on-airport roads)	8	18	15	15	16	15
Hotel shuttles (on-airport roads)	4	9	6	6	6	7
Rental Cars (on-airport roads)	4	4	6	5	3	1
Airport Employee Commute (all roads)	139	139	111	105	80	81
Subtotal	1,648	1,797	1,728	1,736	1,781	1,584
Aircraft						
Approach	3,293	3,194	3,357	2,236	1,852	2,110
Taxi/Idle/Delay	1,316	1,276	2,503	3,644	3,017	3,433
Takeoff	877	851	10,183	4,110	3,402	3,869
Climb out	3,216	3,119	2,556	1,069	886	1,009
Residual/Cruise/APU	64,434	70,572	54,281	40,915	33,877	38,560
Sub-total	73,135	79,011	72,879	51,974	43,034	48,982
Ground Support Equipment	870	844	4,319	6,295	5,210	5,924
Ground Access Vehicles						
Tenant GAV	0	0	0	0	0	0
Tenant Employee Commute (all roads)	310	310	29	23	25	25
Stationary Sources	0	0	0	0	0	0
Subtotal	74,315	80,165	77,227	58,292	48,270	54,931
Passenger Vehicles (off-airport roads)	307	671	584	561	603	557
Rental Car Travel (on-airport roads)	3,823	3,556	2,022	1,731	1,929	589
Hotel Shuttles (off airport roads)	142	332	6	6	6	6
Subtotal	4,272	4,560	2,612	2,298	2,537	1,152
Total	80,235	86,522	81,566	62,326	52,588	57,667

APPENDIX D
Sample Pitkin County Fixed Base Operator Lease Agreement

**FIXED BASE OPERATOR LEASE AND USE AGREEMENT BETWEEN
PITKIN COUNTY, COLORADO AND _____**

THIS FIXED BASE OPERATOR LEASE AND USE AGREEMENT (this "Lease") is made and entered into _____, by and between Pitkin County, a political subdivision of the State of Colorado (the "County"), and _____, having its office and principal place of business at _____ ("Tenant").

WITNESSETH:

WHEREAS, County owns and operates the Pitkin County Airport ("Airport"), located in Pitkin County, Colorado; and

WHEREAS, Tenant desires to rent real property at the Airport and conduct aeronautical activities as a Fixed Base Operator (as hereafter defined) at the Airport; and

WHEREAS, the current commercial facilities and general aviation terminal at the Airport need to be replaced with new construction; and

WHEREAS, County and Tenant desire for Tenant to perform the necessary construction work as part of this Lease; and

WHEREAS, County is permitted to negotiate a lease of an airport facility pursuant to the provisions of Sections 13-11-107, 30-35-202, 41-4-101, et seq. and 41-5-101, et seq, C.R.S., the Pitkin County Home Rule Charter, the Pitkin County Code, Chapters 10.04 through 10.32 and the Pitkin County Land Use Code, and other authority more specifically described in Section 10-36-101 of the Pitkin County Code, and Tenant desires to use the real property leased to Tenant under the Lease in conjunction with its aeronautical activities as a Fixed Base Operator.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

Article 1 - Recitals/Effective Date

The foregoing recitals are true and correct and are hereby incorporated herein by reference. This Lease shall become effective one hundred twenty (120) days from the date that this Lease is approved by the Pitkin County Board of County Commissioners and signed by all parties ("Effective Date").

Article 2 – Definitions

The following words, terms, and phrases wherever used in this Lease shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms and phrases.

- 2.01 "Additional Insured" has the meaning set forth in Section 13.08.
- 2.02 "Adjustment Date" has the meaning set forth in Section 5.02(A).
- 2.03 "Airport" means the Aspen-Pitkin County (Sardy Field) Airport located in Pitkin County, Colorado.
- 2.04 "Airport Rules and Regulations" means the Pitkin County Airport Rules and Regulations adopted by Pitkin County pursuant to Title X of the Pitkin County Code, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
- 2.05 "Annual Report" has the meaning set forth in Section 7.02.
- 2.06 "Appraisal Adjustment Date" has the meaning set forth in Section 5.02(C).
- 2.07 "Approved Costs" has the meaning set forth in Section 8.01(B).
- 2.08 "Assignment" has the meaning set forth in Section 18.01.
- 2.09 "Award" has the meaning set forth in Section 14.04.
- 2.10 "Base Rental" means the initial annual Ground Rental provided in Section 5.01(A). The then-current Base Rental shall be adjusted as provided in Section 5.02(C) on the Appraisal Adjustment Dates.
- 2.11 "Base Rental Year" means the calendar year 20__ for rental adjustments occurring prior to the first Appraisal Adjustment Date. After the first Appraisal Adjustment Date, the Base Rental Year shall be the calendar year of the most recent Appraisal Adjustment Date.
- 2.12 "Board" means the Board of County Commissioners of Pitkin County, Colorado.
- 2.13 "Code" means Title X of the Pitkin County Code for Pitkin County, Colorado.
- 2.14 "Commencement Date" has the meaning set forth in Section 3.01.
- 2.15 "Consumer Price Index" has the meaning set forth in Section 5.02(B).
- 2.16 "County Projects" has the meaning set forth in Section 8.06.
- 2.17 "Damages" has the meaning set forth in Article 19.

- 2.18 "Department" means the Pitkin County Airport Department.
- 2.19 "Derelict Aircraft" means an aircraft, stored in the open, that:
- (A) Does not hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certificating authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition; or
 - (B) Has been issued a condition notice by the FAA or other appropriate aircraft certification authority that specifies that the aircraft has one or more conditions which render it not airworthy; or
 - (C) Has had major components, accessories, flight controls, portions of the airframe or engines removed so as to render the aircraft not airworthy.
- 2.20 "Derelict Vehicle" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is discarded and in an inoperable condition.
- 2.21 "Director" means the Director of Aviation of the Aspen-Pitkin County Airport.
- 2.22 "Effective Date" shall have the meaning set forth in Article 1.
- 2.23 "Environmental Laws" means all applicable federal, state or local laws, statutes, ordinances, rules, regulations and governmental restrictions relating to the protection of the environment, human health, welfare or safety, or to the emission, discharge, seepage or release of Hazardous Substances into the environment, including, but not limited to, ambient air, surface water, groundwater or land, or otherwise relating to the handling of such Hazardous Substances.
- 2.24 "FAA" means the Federal Aviation Administration.
- 2.25 "FBO" or "Fixed Base Operator" means a Fixed Base Operator as defined in the Minimum Standards.
- 2.26 "Force Majeure Event" has the meaning set forth in Section 26.02.
- 2.27 "Fuel Flowage Fees" means the fuel flowage fees established by the Board pursuant to Pitkin County Code Title X, as now or hereafter amended, and any successor ordinance or resolution establishing fuel flowage fees.
- 2.28 "Fuel System" means all fuel and oil storage tanks and components thereto, all fuel and oil lines and associated distribution systems, pumps, nozzles and outlets, all fuel monitoring and alarm systems, and remediation improvements, whether above or below ground.

2.29 "Gross Receipts" has the meaning set forth in Section xxxxx.

2.30 "Ground Rental" has the meaning set forth in Section 5.01(A).

2.31 "Hazardous Substances" means any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.

2.32 "Initial Term" has the meaning set forth in Section 3.01.

2.33 "Inspections" means any inspections and tests that Tenant deems appropriate with respect to the Premises, including, but not limited to, the following: (a) physical inspection of the Premises; (b) soil investigation; (c) environmental assessment; (d) topographic studies; and (e) engineering, utilities, and site planning studies.

2.34 "Lease" means this Lease as now or hereafter amended, and all exhibits attached hereto, which are incorporated herein by reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.

2.35 "Leasehold Mortgage" has the meaning set forth in Section 15.01.

2.36 "Leasehold Mortgagee" has the meaning set forth in Section 15.01.

"Lease Term" means the Initial Term and any Renewal Term.

"Lease Year" means each period of twelve (12) months beginning on the Commencement Date.

2.37 "Letter of Credit" has the meaning set forth in Section 5.14.

2.38 "Minimum Capital Expenditure" has the meaning set forth in Section 8.01(B).

2.39 "Minimum Standards" means the General Aviation Minimum Standards for Aspen/Pitkin County Airport, as now or hereafter amended, and any successor general aviation minimum standards adopted for the Airport by the Board.

2.40 "MRO" means an Aircraft Maintenance Operator as defined in Section 5 of the Minimum Standards, which activities include aircraft maintenance, repair and overhaul operations and all services performed by Tenant or, any subtenant to keep aircraft safe and airworthy, such as airframe, engine and component services, line maintenance, and general maintenance.

2.41 "Non-Discrimination Authorities" has the meaning set forth in Section 25.02(C).
2.52

- 2.42 "Permitted Transferee" has the meaning set forth in Section 18.02.
- 2.43 "Person" includes a partnership, joint venture, association, corporation, limited liability company, trust or other entity, or, where the context so permits or requires, a natural person.
- 2.44 "Phase I ESA" has the meaning set forth in Section 21.05.
- 2.45 "Phase II ESA" has the meaning set forth in Section 21.05.
- 2.46 "Plans" has the meaning set forth in Section 8.01(D).
- 2.47 "Pre-existing Environmental Condition" means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Property (including soil, groundwater and soil vapor) as a result of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Lease.
- 2.48 "Premises" means the real property more particularly described on Exhibit "A", comprising a total of _____ acres of ground, together with all buildings, hangars, structures, aircraft apron areas, pavements, and facilities for Tenant's use and other related improvements now or hereafter constructed thereon, subject to easements, rights-of-way and any other encumbrances of record.
- 2.49 "Property" means the real property particularly described on Exhibit "A", comprising a total of _____ acres of ground, subject to easements, rights-of-way and any other encumbrances of record, excluding any improvements constructed thereon.
- 2.50 "Reimbursement Amount" has the meaning set forth in Section 8.05(B).
- 2.51 "Release Documents" has the meaning set forth in Section 15.07.
- 2.52 "Renewal Term" has the meaning set forth in Section 3.02.
- 2.53 "Required Improvements" has the meaning set forth in Section 8.01(A).
- 2.54 "Resolution" means a resolution or ordinance of the Board of County Commissioners of Pitkin County, Colorado adopted in accordance with Article II of the Home Rule Charter for Pitkin County, Colorado.
- 2.55 "Security Deposit" has the meaning set forth in Section 5.14.
- 2.56 "S-FBO" means a sub-tenant of Tenant.
- 2.57 "Tenant Parties" means Tenant and its subtenants, contractors, suppliers, employees, officers, licensees, agents and invitees.

2.58 "Term" means the Initial Term and any Renewal Term.

2.59 "TSA" means the Transportation Security Administration of the Department of Homeland Security and its authorized successors.

Article 3 - Commencement Date/Term

3.01 Term. The term of this Lease shall commence on the first to occur: (a) the date of substantial completion of the Required Improvements as evidenced by a certificate of occupancy; (b) the date Tenant commences using the Premises (or any part thereof) for the conduct of its business (other than construction); or (c) _____ ("Commencement Date"), and terminate _____ years from the Commencement Date ("Initial Term"), unless sooner terminated pursuant to the terms of this Lease.

3.02 Option to Renew. Provided that Tenant is not in default beyond any applicable cure period as to any of the terms or conditions of this Lease and upon County's approval, which shall not be unreasonably withheld, Tenant shall have the option to renew this Lease for _____ (each, a "Renewal Term") upon the same terms and conditions, by notifying County in writing of Tenant's intent to exercise its option to renew not later than one hundred eighty (180) days prior to the expiration of the Initial Term, or the first Renewal Term, if Tenant exercises its right to extend the term of this Lease for the second Renewal Term.

3.03 Inspections and Construction Period.

- (A) From and after the Effective Date and through the Commencement Date, Tenant shall have the right to use and occupy the Premises for the installation and construction of the Required Improvements subject to the terms and conditions of this Lease.
- (B) By execution of this Lease, Tenant acknowledges it has been provided the opportunity to any and all Inspections that Tenant deems appropriate with respect to the Premises and accepts the Premises in its "As Is" existing condition, including all defects, latent or patent, if any. Tenant agrees to indemnify County from and against any and all losses, damages, costs, expenses and/or liability of whatsoever nature arising from or out of a Tenant Party's entry upon and inspection of the Premises. Tenant's obligation to indemnify County pursuant to this Section shall survive the expiration or termination of this Lease. Tenant shall provide County with one (1) complete copy of all written reports detailing the results of the Inspections obtained by Tenant.

Article 4 - Premises and Privileges

4.01 Description of Premises. County hereby demises and leases to Tenant, and Tenant hereby rents from County the Premises subject to the terms, conditions and covenants set forth herein.

4.02 Description of Specific Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the improvement, construction, maintenance and operation of the Premises as a Fixed Based Operator and/or MRO pursuant to the terms of this Lease.

- (A) Aircraft Maintenance Operator. Tenant, directly or through a subtenant, shall have the right and obligation to offer those products and services set forth in the Minimum Standards applicable to Tenant's operations as a MRO.
- (B) Required FBO Products and Services. Tenant shall have the right and obligation to offer those products and services set forth in the Minimum Standards applicable to Tenant's operations at all times as a full-service Fixed Base Operator on a nonexclusive basis, including, but not limited to:
- (1) General Aviation Terminal.
 - a. A building of exactly five thousand (5,000) square feet of commercial floor area, including: i) Customer service counter; ii) Customer lounge/restrooms; iii) Flight plan room; iv) Crew lounge/restrooms; and v) Administrative offices.
 - b. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs.
 - (2) Clear-Span Hangar.
 - a. A building of exactly fourteen thousand four hundred (14,400) square feet of commercial floor area with a minimum clear-span height of twenty (20) feet.
 - b. At the option of the FBO, a maximum of four thousand eight hundred (4,800) square feet may be subleased to S-FBOs.
 - (3) Maintenance Hangar/Shops.
 - a. A building of exactly five thousand (5,000) square feet of commercial floor area.
 - b. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs.
 - (4) GA Aircraft Ramp Areas/GA Parking Areas/GA Aircraft Circulation and Staging Areas. An uncovered, paved area of two hundred eighty thousand (280,000) (est.) square feet.
 - (5) Tie-Down Area.

- a. An uncovered, paved area of twenty-two thousand (22,000) square feet with a minimum of thirty (30) spaces;
 - b. Adequate tie-down anchors and hard-ware.
- (6) Motor Vehicle Parking. Sixty (60) standard-size paved, uncovered Parking spaces and adequate circulation areas.
- (7) Aviation Fuel Farm.
- a. Three twenty thousand (20,000) gallon Jet A tanks;
 - b. One ten thousand (10,000) gallon Avgas tank;
 - c. Leak detection and spill control Equipment and Facilities.
- (8) De-Icing Facilities.
- a. Reclaim pad and Equipment;
 - b. De-ice fluid tanks;
 - c. Equipment to apply heated fluid.
- (9) Security fencing, lighting and gates associated with exclusive areas in compliance with 49 C.F.R. Part 1542, as it may be amended in the future.
- (10) Fueling and Lubricating.
- a. Jet A;
 - b. Avgas.
- (11) Aircraft Line Services.
- a. Ground Traffic direction and control, Parking and tie down;
 - b. Loading, unloading and towing;
 - c. Ground/auxiliary power unit (GPU/ APU);
 - d. Oxygen;
 - e. Pre-heat;
 - f. De-icing;
 - g. Hangar space rental;
 - h. Battery and electrical service;
 - i. Tire inflation and service;
 - j. Landing gear inflation (nitrogen);
 - k. Aircraft cleaning, interior and exterior;
 - l. Aircraft waste disposal;

- m. Potable water.
- (12) Minor Aircraft Airframe and Engine Maintenance, Preventive Maintenance, Re-Building and Alterations; incidental parts and accessories.
- (13) General Aviation Customer Services.
 - a. Ground transportation (FBO courtesy van);
 - b. Food/beverage vending;
 - c. Baggage porter services;
 - d. Incidental sale of flight-related accessories (charts, books, lights, plotters, hand-held flight computers, etc.);
 - e. Concierge services.
- (14) Flight Services.
 - a. Flight school and ground school (FAR Part 61);
 - b. Air Taxi/Charter (FAR Part 135) utilizing Aircraft with no more than thirty (30) passenger seats;
 - c. Aircraft rental;
 - d. Aircraft management.
- (15) Service to the local aviation community, including:
 - a. Mountain/air rescue;
 - b. Civil air patrol (CAP);
 - c. Local aeronautical clubs (EAA, 99s).
- (16) Any other service that may be required by the FAA or other controlling governmental agency regulation, code or statute.

(C) Permitted FBO Products and Services. Tenant shall have the nonexclusive right to provide the following services and products, within the sound business discretion of the Tenant, in addition to the required services listed in Section 4.02(A) above without further approval of County, so long as the facilities, activities and services are provided within the foot-print and structure of the required facilities:

- (1) FBO Facilities, within the existing required GA terminal: underground Motor Vehicle Parking.
- (2) FBO Facilities, an aircraft tie-down area: an uncovered, paved area of twenty-two thousand (22,000) to fifty-five thousand (55,000) square feet with thirty (30) to fifty (50) spaces.

- (3) GA Facilities, T-Hangar Facility. Construction of a facility of exactly five thousand (5,000) square feet, consisting of four separate one thousand two hundred fifty (1,250) square foot bays. Includes support Facilities.
- (4) GA Facilities, S-FBO Facility. Construction or provision of a facility, maximum of five thousand (5,000) square feet configuration of office vs. hangar space to be determined. Includes support Facilities.
- (5) Fueling and lubricating: Motor Vehicle Fuel (incidental to on-Airport aeronautical uses).
- (6) Line services: Aircraft waxing/detailing.
- (7) Aircraft airframe and engine Maintenance, preventative Maintenance, rebuilding and alterations in excess of these required, provided that:
 - a. Such permitted activities are incidental to Required Services and Activities; and
 - b. Such permitted activities do not add to Airport impacts, in excess of required activities, in the areas of noise, Traffic or hazardous materials or other potential environmental degradation.
- (8) Customer services:
 - a. Catering/snack bar (limited kitchen Facilities);
 - b. Agent for on-airport rental car Operator(s);
 - c. Courtesy phone system.
- (9) Flight services:
 - a. Medical air transportation;
 - b. Aerial photo/survey/mapping;
 - c. Air freight;
 - d. Sightseeing flights.
- (10) Services to Air Carriers:
 - a. Fueling;
 - b. Ground handling;
 - c. Baggage handling.
- (11) Management of S-FBO Facility.
- (12) Management of Patio Shelter hangar facility.
- (13) Management of de-ice facility.
- (14) Fuel farm operation and management.
- (15) Sublease to S-FBOs:
 - a. Air Taxi/Charters utilizing Aircraft with no more than thirty (30) passenger seats;
 - b. Balloons;

- c. Gliders;
 - d. Air freight/express mail.
- (16) New/used Aircraft sales and brokering.
- (17) Aircraft insurance sales.
- (D) Tenant shall have the nonexclusive right to provide the following services and products in addition to the required services listed in Section 4.02(A) above, but only upon the prior separate application to, and review and approval from, the County:
- (1) General aviation terminal space in excess of five thousand (5,000) square feet of commercial floor area; or the following uses:
 - a. Restaurant (full kitchen);
 - b. Gift shop;
 - c. Executive conference rooms.
 - (2) Clear-span hangar space in excess of fourteen thousand four hundred (14,400) square feet of commercial floor area.
 - (3) Maintenance hangar/shop space in excess of five thousand (5,000) square feet of commercial floor area.
 - (4) Paved, uncovered Aircraft area in excess of two hundred eighty thousand (280,000) square feet (est.).
 - (5) Tie-down area in excess of fifty-five thousand (55,000) square feet or fifty (50) spaces.
 - (6) Paved, uncovered Motor Vehicle Parking in excess of sixty (60) standard size spots (or covered, secured Motor Vehicle Parking).
 - (7) S-FBO or T-Hangars in numbers, types or square footage in excess of those permitted above.
 - (8) Executive Aircraft storage hangars.
 - (9) Airport or aviation-related office space in excess of that required or permitted above or for non-FBO or non-S-FBO purposes.
 - (10) Fueling and lubricating.
 - (11) Line services: all services not expressly defined as "required" or "permitted" in this chapter.
 - (12) Major airframe/engine repair and inspection including, without limitation:
 - a. Airframe/engine repair;
 - b. Avionics inspection/repair/sales;
 - c. Aircraft refurbishment/painting;
 - d. Propeller shop;

- e. All services not expressly defined as "required" or "permitted" in this chapter.
- (13) Customer services:
 - a. Full service restaurant;
 - b. All services not expressly defined as "required" or "permitted" in this chapter.
- (14) Flight services:
 - a. Air Carrier operation requiring certificate of public convenience and necessity;
 - b. Air Taxi/Charter operation utilizing any Aircraft with more than thirty (30) passenger seats;
 - c. Banner and aerial advertising;
 - d. All services not expressly defined as "required" or "permitted" in this chapter.
- (15) Unclassified services:
 - a. Military Aircraft Fueling/handling contract services;
 - b. For-profit capital investment/development for third parties.
- (E) Tenant shall have the right to provide such other compatible aviation-related services for which Department has given its prior written consent, which consent may be granted or withheld in the Department's sole discretion for any reason or no reason at all; provided, however, if Tenant desires to provide services that are permitted under the Minimum Standards that are not specifically listed in this Lease, such services will not require the Department's consent, subject to Tenant's compliance with the Minimum Standards applicable to such services.

4.03 Prohibited Uses, Products and Services. Tenant agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. Tenant shall not provide any products or services that are not specifically authorized by this Lease or County, including, but not limited to, the following products and services:

- (A) Restaurant, lounge, or cafeteria (except as provided in Section 4.02).
- (B) Sale or dispensing of alcoholic beverages (except in conjunction with the services provided under Section 4.02).
- (C) Sale of non-aviation products other than the sale of company specialty items of Tenant or its subtenants, such as shirts and hats.
- (D) Air shows.

- (E) Any use prohibited by law or not related to aviation.
- (F) Ultralight vehicles use or operations.
- (G) Retail sale of fuel in the event Tenant ceases to operate a FBO facility at the Airport.
- (H) Any other use that may be prohibited by the FAA or other controlling governmental entity regulation, code or statute.

4.04 Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 4.02 above, County hereby grants to Tenant the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth herein and all of which shall be non-exclusive on the Airport:

- (A) The general use, in common with others, of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport (including airfield access), to be used by Tenant Parties in connection with its operations hereunder. For purposes of this paragraph, "public Airport Facilities" shall include public roadways, sidewalks, or other public facilities appurtenant to the Airport that are not specifically leased to or under the contractual control of others.
- (B) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant Parties. The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in this Section, nothing in this Lease shall be construed to grant or convey to Tenant the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which County has not leased herein.

4.05 Service Standards. Tenant shall:

- (A) Conduct its activities on and from the Premises in a safe, efficient and first-class professional manner for which Tenant is known and consistent with the degree of care and skill exercised by Fixed Base Operators and/or MROs providing products, services and facilities at comparable airports and in compliance with all applicable provisions of the Code.
- (B) Furnish good, prompt and efficient service and sales adequate to meet all reasonable demands of Tenant's customers.
- (C) Provide its services and sales on a fair, equal and non-discriminatory basis to all customers and charge fair, reasonable and non-discriminatory prices for sales and services.

- (D) Maintain sufficient supplies and personnel to meet the reasonable demands of the customers at the Airport sixteen (16) hours a day, seven (7) days a week, unless otherwise approved in writing by Department.

4.06 Compliance with Minimum Standards. Tenant agrees to comply with the requirements set forth in the Code and in the Minimum Standards applicable to Tenant's operations as a Fixed Base Operator or MRO throughout the Term of this Lease. In the event of a conflict between this Lease and the Minimum Standards, Tenant acknowledges and agrees that the more stringent requirement shall apply to Tenant's operations hereunder.

4.07 Ground Transportation. Tenant shall allow limousine and taxi concessionaires that are authorized to operate on the Airport free ingress to and egress from the Premises to serve the public. Tenant shall use authorized on-airport concessionaire rental car companies and limousine service providers unless given prior written consent by County, which consent shall not be unreasonably withheld, to use an off-airport company for such services. Tenant shall only use limousine and taxi operators that have or will obtain all required licenses and permits to provide such services at the Airport.

4.08 Condition and Use of Premises. Subject to the County's obligations with respect to Pre-existing Environmental Conditions, Tenant accepts the Premises in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

4.09 Right to Alter Premises Area. Notwithstanding the foregoing, the County reserves the right to alter the layout of improvements or area of the Premises as necessary in response to FAA or other controlling governmental agency requirements, statutory or regulatory agency code changes, operational constraints or other matters outside the County's control.

Article 5 - Rental, Fees, Charges and Security Deposit

Rentals, Fees, and Charges. In consideration of the rights and privileges to be granted to the Tenant by the County, the Tenant shall pay to the County as compensation therefor, during each Lease Year, the following rentals, fees, and charges:

- (A) the greater of either the Minimum Annual Guarantee ("MAG") or a Percentage of Gross Receipts Fee, as defined in Section XXXX, from its FBO operation at the Airport;
- (B) Annual Ground Rental, pursuant to Section XXXX;
- (C) Airport Fees, pursuant to Section XXXX;
- (D) Fuel Flowage Fees, pursuant to Section XXXX; and
- (E) Utilities Payments, as defined in Article 11.

All rents, fees, and charges described herein shall be paid to the County in lawful currency of the United States of America.

MAG. For the first Lease Year, the MAG amount payable by Tenant to the County shall equal \$ _____ as outlined in the Tenant's Attachment B, Proposal Form, prepared and submitted by Tenant on _____ in response to the County's Request for Proposals for General Aviation/Fixed Base Operator Services and Facilities. Beginning with the second (2nd) Lease Year and continuing thereafter, the MAG shall be adjusted for each Lease Year to equal ninety percent (90%) of the total sum paid to the County paid in the prior Lease Year. Notwithstanding the foregoing, the MAG will never be less than the first Lease Year.

The Tenant shall pay one-twelfth (1/12) of the MAG in advance and without demand or invoice on the first Day of each calendar month. For any period of less than one (1) calendar month during the Lease Term, the MAG shall be prorated. The MAG shall be deemed delinquent if payment is not received by the tenth (10th) Day of the month. Payment of the MAG shall commence upon the Commencement Date.

Percentage of Gross Receipts Fee. The Percentage of Gross Receipts Fee payable by Tenant to the County during the Lease Term shall include the sum of the following:

(A) Sale of "Put-Thru" Aviation Fuel. The Tenant shall pay the County XXXXX cents (\$0.XX) for each gallon reported as "Put-Thru" aviation fuel. "Put-Thru" shall be strictly defined as fuel dispensed by Tenant into an aircraft when said fuel has:

1. Been purchased by the aircraft operator or owner from a third party and not directly or indirectly from Tenant; and
2. The fuel is part of the consigned fuel inventory maintained at the Airport fuel farm in the name of the aircraft owner or operator. In such cases, Tenant shall provide a fuel handling service only and collect only a "Put-Thru" or handling service fee for its services directly from the aircraft owner or operator for such into-plane fuel delivery. All other fuel transactions, including an aircraft owner or operator's purchase of fuel from a third party, such as a fuel broker, where the owner or operator of the aircraft does not maintain consigned inventory at the Airport shall not be classified as "PutThru" Aviation Fuel, and the Tenant shall report it as Retail Sale of Aviation Fuel. Tenant shall thoroughly document and report its receipts from the delivery of "Put-Thru" Aviation Fuel to the satisfaction of the County.

(B) Retail Sale of Aviation Fuel. For all retail aviation fuel sales, Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the retail sale of aviation fuel and oil. This fee shall apply to all fuel transactions which are not included within the definition of "Put-Thru" Aviation Fuel in subparagraph XX above. If the Tenant provides only a fuel handling service for into-plane fuel delivery, which is not part of a consigned fuel inventory maintained at the Airport by the aircraft owner or operator, and collects only a handling fee for its into-plane fueling services, the Tenant

shall report such fuel sales as retail sales and shall use the full retail price of fuel, without discount, to calculate and pay the applicable fee due to the County.

- (C) Hangar Rentals. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the rental of aircraft hangars.
- (D) Patio Shelter Fees. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the rental of patio shelters.
- (E) Aircraft Line Service Fees. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from aircraft parking, marshalling, towing, and tiedown services.
- (F) Aircraft Deicing Fees. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts derived from aircraft deicing services.
- (G) Aircraft Maintenance. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from aircraft maintenance.
- (H) Major Equipment Sales. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the sale of major equipment components including aircraft engines and major avionics components.
- (I) Wholesale Parts Sales. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the sale of wholesale of parts and supplies to all off and on-Airport dealers, fleet owners, distributors, and FBOs.
- (J) Aircraft Flight Instruction. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from aircraft flight instruction services.
- (K) Aircraft Rental. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from aircraft rentals.
- (L) Aircraft Charter. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from aircraft charter services.
- (M) Food/Beverage Sales and Catering. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the sale of food, beverage, and catering services.
- (N) Pilot Shop. Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from the operation of a Pilot Shop.
- (O) S-FBO Income (Commissions). Tenant shall pay the County a fee of XXX percent (XX%) of all Tenant's Gross Receipts from commissions from all S-FBOs, including for engine and major component overhaul.

(P) All Other Gross Receipts. Tenant shall pay the County a fee of XXX percent (XX%) of all other Gross Receipts. Gross Receipts under this category include but are not limited to receipts for other services Tenant rendered, assessed commercial fees as stated under Section XX, and other merchandise and display advertising, including subcontracted work under the provisions of this Lease, other than those Gross Receipts or revenues listed in Section xxxx herein.

Definition of Gross Receipts

The term "Gross Receipts" as used herein shall mean the total amount actually charged to or realized by, or accruing to, the Tenant from all sales for cash or credit, of services, products, materials, or other merchandise made under or pursuant to the privileges authorized by this Lease including services contracted for, provided, or rendered to the customer by the Tenant at the Airport, regardless of where or by whom the payment is made including any sums received from the customer. The Tenant shall not allocate receipts to any other of its locations.

The term "Gross Receipts" shall not include:

- a. Amounts of any federal, state, or municipal sales or similar taxes which are separately stated and collected from customers of the Tenant; provided however, such taxes shall not include the County's Percentage Gross Receipts Fee payment;
- b. Sums received by the Tenant for damage to the County's or Tenant's property or Premises;
- c. Amounts for credits and refunds to customers for sales made on the Premises;
- d. All service fees directly assessed to Operators for removal of all types of disabled aircraft from the operational areas of the Airport, and services of the Tenant to move aircraft from one location to another on the Airport; and
- e. The portion of Airport Fees paid to the County that are collected by the Tenant, acting as agent for the County.

No deductions from Gross Receipts shall be allowed for such items as the payment of franchise taxes or taxes levied on Tenant's activities, facilities, equipment or real or personal property of the Tenant.

The Tenant shall have the right to conduct all or a part of its business on a credit basis; provided, however, that the risk of such operation, including but not limited to bad debts or loss from theft, shall be borne solely by the Tenant, and the Tenant shall include any charge the Tenant customarily makes for goods and services even though the Tenant fails to collect such a charge.

The Tenant shall be solely responsible for the payment of all sales, use or other taxes whether in effect at the time of the execution of this Lease or thereafter enacted that are levied upon the fees and charges or Percentage of Gross Receipts Fees payable by the Tenant to the applicable governmental jurisdiction.

By no later than the twentieth (20th) Day after the beginning of each calendar month during the Lease Term, the Tenant shall pay to the County, without demand or invoice by the County, a sum of money equivalent to the amount by which the Percentage Gross Receipts Fee exceeds the

MAG for the previous month. If applicable, the Tenant's payment to the County of the last month of Percentage of Gross Receipts shall be due no later than the twentieth (20th) Day of the month. In the event the Percentage Gross Receipts Fee for the month does not exceed the monthly MAG paid for that month, then no Percentage Gross Receipts Fee shall be due for such month. Percentage Gross Receipts Fee payments, if due, shall be deemed delinquent if not received by the twentieth (20th) Day of the month.

Reconciliation of MAG and Percentage Gross Receipts Fee. Within ninety (90) Days following the end of each Lease Year, the Tenant shall determine, based upon the total Percentage Gross Receipts Fee for the Lease Year, whether the MAG or the Percentage of Gross Receipts Fee for that year is greater. The Tenant shall then determine whether the actual monthly payments of MAG and Percentage Gross Receipts Fee equal the amount owed by the Tenant for that Lease Year. If the Tenant has underpaid, it shall submit the balance in accordance with Section xxxx. If there has been an overpayment, the Tenant shall report said overpayment in the Annual Certified Statement and said overpayment will be handled in accordance with Section xxxx herein.

Itemized Certified Statement. Along with its monthly payment of the Percentage Gross Receipts Fee, the Tenant shall submit an Itemized Certified Statement to the County, attached as Exhibit XX, which: (1) sets forth the Tenant's entire Gross Receipts for the prior calendar month; (2) separately identifies by category all receipts derived by the Tenant which have been excluded from the computation of Gross Receipts; (3) lists any adjustments to Gross Receipts; (4) lists the number of fixed fee transactions occurring during the calendar month; and (5) lists capital and operating expenditures, including those incurred for Capital Investments and Fixed Improvements and Operating Equipment; and (6) is signed by an authorized financial official of the Tenant. The County may change the format of the Itemized Certified Statement during the Lease Term. The Tenant shall not change the format of the Itemized Certified Statement without approval by the County. The Tenant shall submit the Itemized Certified Statement to the Airport Director and County Finance Department. The Tenant shall submit the Itemized Certified Statement for each calendar month by the 20th Day of the following calendar month even if no Percentage Gross Receipts Fee is due for the preceding month.

5.01 Ground Rental.

- (A) Tenant shall pay County an initial annual rental of One-Million Seven Hundred Fifty Thousand Dollars & no cents (\$1,750,000.00) per calendar year for use and occupancy of the Premises. Ground Rental shall commence on the Commencement Date.
- (B) Ground Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the tenth day of each and every month, as adjusted in accordance with Section 5.07. Any payment due hereunder for a fractional month shall be calculated and paid on a per diem basis (calculated on the basis of the actual number of days in the month).

- (C) All sums due hereunder shall be delivered to the Pitkin County Airport, 0233 E. Airport Rd., Suite A, Aspen, Colorado 81611, or at such other address as may be directed by Department from time to time.

5.02 Adjustment of Rental.

(A) On _____, and each anniversary thereof (each such date and anniversary thereof, an "Annual Adjustment Date"), except for the Appraisal Adjustment Years as described in Section 5.02(D), below, the annual Ground Rental set forth in Section 5.01 shall be subject to a CPI "Consumer Price Index" or four percent (4%) increase, whichever is greater, on an annual basis (the "Annual Adjustment"). In no event shall the annual Ground Rental ever decrease from a prior year.

(B) The adjusted annual Ground Rental payable by Tenant shall not be less than an amount that would be obtained by multiplying the current annual Ground Rental by [100% plus the current CPI Index – Denver, Boulder, Greeley all items], or 104% of the current annual Ground Rental, whichever is greater, resulting in an adjusted annual Ground Rental, divided by 12 months to arrive at a new monthly Ground Rental rate. For the purposes hereof, the "Consumer Price Index" shall mean the Consumer Price Index (CPI) for Denver-Boulder-Greeley all items, or a successor or substitute index published or authorized by the United States Department of Labor, Bureau of Labor Statistics. If publication of the CPI shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the average of all U. S. cities, all items, as the same shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties hereto. In the event of (1) use of comparable statistics in place of the CPI as above mentioned, or (2) publication of the Index figures as other than monthly intervals, there shall be made in the method of computation above provided revisions as the circumstances may require to carry out the intent of this Article.

(C) Thirty (30) days prior to each Annual Adjustment Date, County shall compute the Annual Adjustment increase in the annual Ground Rental as set forth in subparagraph (B) above, and shall give Tenant notice of the calculated increase. County's computation thereof shall be conclusive, subject to adjustment of the computation if Tenant shall, within sixty (60) days after the receiving of such notice, notify County of any claimed error or inaccuracy, and the written basis for Tenant's claim, verified by a public accountant; provided, however, nothing herein shall be construed to extend the time when rents as determined by County are due and payable by Tenant.

(D) Notwithstanding the foregoing, every three (3) to five (5) years during the Lease Term, a new annual Ground Rental shall be determined by appraisal of the Premises, as hereinafter set forth. The determination of exactly when to calculate this new annual Ground Rental shall be at the discretion of the County. No later than ninety (90) days prior to the announced appraisal effort for a new annual

Ground Rental, Tenant and County shall attempt to agree upon a fair and reasonable rental for the Premises based upon local real estate values. In the event County and Tenant cannot agree on the fair market rental by forty-five (45) days prior to the announced appraisal, each party shall be permitted to hire a MAI appraiser, at their own expense, to determine a new annual Ground Rental.

Appraisers shall evaluate the Premises by a market or income approach to valuation, or a combination of the two, through comparative to other rental properties in the City of Aspen, Colorado. Appraisal data shall not be any greater than one year old, be reflective of rental values for real estate and improvements located on the Premises of similar size, use and quality through appropriate adjustments to available data.

In the event the respective appraisers cannot agree on a new annual Ground Rental, the respective appraisers shall together select a third appraiser who shall evaluate the two appraisal reports and determine a new annual Ground Rental. This determination shall be binding on the Parties until the next appraisal of the Premises.

(E) This Lease shall automatically be considered amended, without formal amendment hereto, upon written notification by County of the rental rates established pursuant to this Section. Any delay or failure of County in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjusted annual rental from the applicable adjustment date.

(F) Notwithstanding any provision of this Lease to the contrary, annual rental rates, whether adjusted on an Annual Adjustment Date or an Appraisal Adjustment Date, shall never be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the applicable adjustment date.

5.03 Fuel Flowage Fees. Tenant, on behalf of County, shall collect Fuel Flowage Fees, which shall include fees for aviation fuel and oil, in accordance with the current rate established by Board resolution, which rate may be amended from time to time, and any successor ordinance or resolution establishing similar fees ("Fuel Flowage Fees"), delivered to Tenant at the Airport, except that, unless otherwise advised in writing in advance by County, Fuel Flowage Fees shall not be collected for United States government military aircraft. Fuel Flowage Fees shall also be paid by Tenant for aircraft owned or operated by Tenant. Fuel Flowage Fees shall be paid to County on a monthly basis pursuant to Section 6.01(B). Tenant acknowledges and agrees that County may by Board resolution adjust Fuel Flowage Fees from time-to-time, upon 30 days prior notice, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation.

5.12 Fees and Charges. Nothing contained in this Lease shall preclude County from establishing other reasonable and non-discriminatory fees and charges applicable to aircraft

operating at the Airport, including aircraft owned or operated by Tenant, in accordance with Section 10-16-101, et seq. of the Code. The County may amend the fees and charges to be collected from time to time as reasonably necessary. Tenant expressly agrees to pay such fees and charges as if they were specifically included in this Lease. In the event Tenant engages in any activity or provides any service at the Airport or aircraft parking and movement areas associated with the Airport for which other companies operating at the Airport pay a fee to County, including the servicing and cleaning of aircraft at the Airport, Tenant shall pay to County fees equivalent to those paid by such other companies for engaging such activities or providing such services. The Tenant shall not collect Airport Fees from any commercial airlines it services that are Signatory Airlines to the Airport Use and Lease Agreement but shall notify the Signatory Airline to report its activity and remit applicable Airport Fees in accordance with the Signatory Airline's agreement with the County. The Tenant shall report the servicing of Signatory Airlines aircraft to the County and shall include sufficient information for the County to verify the Signatory Airline reports and pays the appropriate Airport Fees. All Airport Fees collected by Tenant on behalf of the County shall be collected and paid to the County.

5.13 Late Payments - Interest. Tenant shall pay to County interest at the rate established from time to time by the Board of County Commissioners (but not in excess of one and one-half percent (1 ½ %) per month not to exceed eighteen percent (18%) per annum) on any late payments commencing thirty (30) days after the amounts are due. To the extent permitted by law, Tenant agrees that acceptance of late payments by County shall not constitute a waiver of Tenant's default by County with respect to such overdue amount, nor prevent County from terminating this Lease for default beyond applicable cure periods in the payment of rentals, fees or charges due to County pursuant to this Lease or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law.

5.14 Security Deposit. Tenant shall post a security deposit with County equal to three (3) monthly installments of rental ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance reasonably satisfactory to County. In the event of any failure by Tenant to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease beyond applicable cure periods, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Tenant shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by County of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of six (6) months after the termination of this Lease. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section shall constitute a default of this Lease entitling County to all available remedies. The Security

Deposit shall not be returned to Tenant or released by County until all obligations under this Lease are performed and satisfied. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section.

5.15 Triple Net Lease. This Lease shall be deemed to be "triple net" without cost or expense to County including, but not limited to, cost and expenses relating to taxes, insurance, and the maintenance and operation of the Premises.

5.16 Sales and Use Tax. Tenant hereby covenants and agrees to pay monthly to County any sales, use or other tax imposed pursuant to Colorado Statutes, or any imposition in lieu thereof (excluding state and/or federal income tax, franchise taxes and similar taxes) now or hereinafter imposed upon the rents, use or occupancy of the Premises by the United States of America, the State of Colorado or Pitkin County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon County as Landlord, to the extent as applicable.

5.17 Additional Remedies. County shall have the same rights to enforce due and timely payment by Tenant of any and all sums of money or charges required to be paid by Tenant under this Lease as are available to County under Colorado law with regards to annual rent, including but not limited to County's rights more fully described in Article 17 herein.

5.18 Licenses, Fees and Taxes. Tenant shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises (including improvements) or the estate hereby granted, or upon Tenant, or upon the business conducted on the Premises, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes (based upon Tenant's pro rata share according to the area of the Premises), and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Tenant; provided, however, that Tenant shall have the right to contest or protest any of the foregoing in accordance with applicable legal requirements. County agrees to reasonably cooperate with Tenant in such contest or protest, which cooperation shall include, but not be limited to, executing any documents which must be executed by the owner of the Premises in connection with such contest or protest. County also agrees to deliver to Tenant, promptly after receiving the same, but in any event at least thirty (30) days prior to the date such bills are due, any tax bills that County receives with respect to the Premises. Tenant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Tenant. Tenant may take the benefit of any applicable provisions of any statute or ordinance permitting any assessment to be paid over a period of years, and Tenant shall pay only those installments falling due during the Term of this Lease, provided, Tenant shall pay all taxes due on or before lease expiration or termination, whichever occurs first, to preclude any taxes being owed at the cessation of this Lease, to the extent such taxes are due and owed prior to the cessation of this Lease. Taxes for any partial calendar year during the Term shall be prorated.

5.19 Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

Article 6 - Collection of Fees

6.01 Collection and Accounting of Fees. Tenant agrees:

- (A) To log the arrival and departure of aircraft using the Premises; to direct such aircraft to parking or service areas; to collect, on behalf of County, all fees and charges applicable to the operation and storage of the aircraft at the Airport, including, but not limited to, Fuel Flowage Fees, Storage, De-Icing, Tugging, Labor, Rental Car, Food, Beverage, and Retail Sales and any other fees or charges established by County (a schedule of the fees and charges shall be provided to Tenant by County, whenever new fees or charges are established or existing fees and charges are revised); to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount that was collected, or should have been collected, less any percent retainage as may be authorized and approved by County. The fees and charges set forth in this Section shall not be collected from United States government military aircraft, unless Tenant is otherwise advised in writing by County, or from the aircraft of commercial air transportation companies having agreements with County providing for direct payment to County of such fees and charges, as indicated on a listing or notice to be provided by County to Tenant time to time.
- (A) To provide an accurate accounting to County of the fees and charges collected under Article 5 and this Article, in a form and detail reasonably satisfactory to County, on or before the tenth (10th) day of the month following the month in which the fees and charges were collected or accrued, which accounting shall be certified by an authorized officer of Tenant to have been computed in accordance with the terms of the Lease. Tenant shall pay to County the total amount due to County with the accounting, without demand, deduction or setoff.
- (B) In addition to the accounting to be provided to County described above, Tenant shall provide County with (i) copies of the quarterly sales and withholding tax statements it provides to the appropriate authorities, with a notation thereon by Tenant's accountants reflecting the portion of the income reflected on those returns that is derived from the fees and charges described in Article 5; and, (ii) statements prepared by Tenant's accountants reflecting the revenues and sales taxes paid by Tenant for each calendar quarter.
- (C) At any reasonable time, and in accordance with the procedures provided in Article 7, County may audit any of Tenant's records of fees and charges collected or

accrued. If, when County audits the records based on normal accounting procedures, it finds that the Tenant has understated its revenues for one or more months by one percent (1%) or more, Tenant shall be required to pay for the audit, and shall promptly deliver to County the difference Tenant owes it, plus interest on such difference at the rate of eighteen percent (18%) per annum from the date the disputed payment was due to the date such difference is paid. If such audit discloses that Tenant has understated its revenues for one or more months by one percent (1%) or more, County shall be permitted to treat such event as a material default hereunder.

Article 7 - Accounting Records and Reporting

7.01 Accounting Records. Tenant shall keep, throughout the Term and any extension thereof, all books of accounts and records customarily maintained by a Fixed Base Operator or MRO, as applicable, in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for three (3) years, including three (3) years following the expiration or termination of this Lease. With seven (7) business days advance written notice, County shall have the right to audit and examine during normal working hours all such books of accounts and records relating to Tenant's collection and payment of all rentals, fees and charges payable to the County hereunder no more than three (3) times per year. If the books of accounts and records are kept at locations other than the Airport, Tenant shall arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Article.

7.02 Audit Requirement. No later than ninety (90) days from the end of Tenant's fiscal year, Tenant shall provide County with an annual audit report covering Tenant's preceding fiscal year ("Annual Report"). The Annual Report shall be in a form reasonably satisfactory to County and shall be prepared by an independent Certified Public Accountant, not a regular employee of Tenant, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The first Annual Report shall cover the first day of operation through the end of the first year of this Lease. The last Annual Report shall cover through Tenant's last day of operation pursuant to this Lease. The Annual Report shall include the following schedules:

- (A) A schedule detailing the total number of gallons of fuel sold by fuel type and month; the total number of gallons of fuel disbursed by type and month; total number of gallons of oil sold by month, total number of gallons of oil disbursed by month; the total number of gallons of exempt fuel and/or oil disbursed by type and month; the total amount of Fuel Flowage Fees payable to County by month; the actual amount Fuel Flowage Fees paid to County by month; and a calculation of the amount owed, if any, to either party.
- (B)
- (C) A schedule detailing any other fees and charges applicable to the operation of aircraft on the Premises by category and month.

- (D) A schedule detailing gross revenues from food, beverage, and related services, retail sales, and rental car agency services by company and month and any amounts due hereunder for the provision of such services, if any.

The Annual Report shall include an opinion regarding the information contained in the schedules and calculations listed above. The Annual Report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules and calculations. If the Annual Report indicates that the amount due and owing is greater than the amount paid by Tenant to County during such period, Tenant shall pay the difference to County as indicated in the Annual Report. If the amount paid by Tenant to County exceeds the amount due and owing for such period, County shall credit the overpayment to Tenant in the following order: (a) against any past due amounts owed to County by Tenant, including interest and late fees; (b) against currently outstanding, but not yet due, rental payments owed to County by Tenant; and (c) against any other sums payable by Tenant to County. The obligations arising under this Section shall survive the expiration or earlier termination of this Lease until satisfied.

7.03 Audit by County. Notwithstanding any provision in this Lease to the contrary, County or its representative(s) may at any time at its sole cost and expense perform audits of all or selected operations performed by Tenant under the terms of this Lease. In order to facilitate the audit performed by County, Tenant agrees to make suitable arrangements with the Certified Public Accountant who is responsible for preparing the Annual Report on behalf of Tenant to make available to County's representative(s) any and all working papers relevant to the report prepared by the Certified Public Accountant. County or its representative(s) shall make available to Tenant a copy of the audit prepared by or on behalf of County. Tenant shall have sixty (60) days from receipt of the audit from County or its representative(s) to provide a written response to County regarding the audit report. Tenant agrees that failure of Tenant to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

7.04 Audit of Rates, Fees and Charges of the Tenant upon Users of the Airport. County has the right to receive and review an assessment of all rates, fees and charges of any kind charged by Tenant to Users of the airport in order to insure that all charges are fair and reasonable and not unjustly discriminatory. If charges are not fair and reasonable or are discriminatory, County may require Tenant to adjust its fees, rates and charges assessed for services and goods to the users of any part of the airport facility.

Article 8 - Construction of Alterations and Improvements

8.01 Tenant Construction Requirements. All improvements constructed or placed on the Premises, including, but not limited to, drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with applicable requirements of this Article. Tenant shall have the right to make such

additions, alterations and improvements to the Premises, including, but not limited to, the Required Improvements, as Tenant may deem necessary for its operations hereunder, subject to the Department's prior written consent, which consent shall not be unreasonably conditioned, delayed or denied. Notwithstanding any provision of this Lease to the contrary, the following additions, alterations or improvements to the Premises shall not require the Department's review or consent, provided that a building permit or other governmental authorization is not required: (a) additions, alterations or improvements to the interior of the Premises; (b) repair or replacement of exterior improvements with materials of like kind and quality; and (c) replacement of landscaping with the same type of landscaping materials.

- (A) Required Improvements. Tenant agrees that it shall construct, at its sole cost and expense, the following improvements: a general aviation facility, a fixed base aviation terminal, aircraft hangar space; and associated infrastructure and improvements, including, but not limited to, utilities, drainage, perimeter safety fencing, lighting and other security measures, all as more specifically described in Article 4 of this Lease and the attached Exhibit ___ (hereinafter collectively referred to as the "Required Improvements"). Construction of the Required Improvements shall occur in conjunction with the County's planned improvements as more specifically described in the Airport Master Plan and Airport Layout Plan attached as Exhibit ___. Construction of the Required Improvements shall be completed no later than _____, unless otherwise approved in writing by County, which approval shall not be unreasonably withheld, conditioned or delayed for reasons beyond the reasonable control of Tenant.
- (B) Minimum Capital Expenditure. Tenant shall expend not less than _____ on the construction of the Required Improvements ("Minimum Capital Expenditure"). Capital expenditure costs that may be counted towards satisfaction of the Minimum Capital Expenditure ("Approved Costs") shall include all costs paid for work performed, services rendered and materials furnished for the construction of the Required Improvements, subject to the following conditions and limitations:
- (1) The cost of design, construction and acquisition of the Required Improvements, including, but not limited to, building, site work, underground utilities, ramp, and taxi lane construction costs; the costs for the design and construction of apron edge roadways; all payments to contractors and sub-contractors; construction and Tenant bonds; construction insurance; building, impact and concurrency fees; all permit and inspection fees; utility connection fees; surveying and layout costs; environmental inspection, analysis and remediation costs; geotechnical and materials testing; site lighting, temporary and permanent fencing, and initial landscape and irrigation installation and material costs shall be considered Approved Costs.

- (2) Payments made by Tenant to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
 - (3) Only true third-party costs, payments made by Tenant, and costs typically capitalized under GAAP provisions, shall be considered Approved Costs.
 - (4) Costs for consultants (other than engineering, environmental and design consultants, as provided above), legal fees and accountant fees shall not be considered Approved Costs.
 - (5) Finance and interest expenses shall not be considered Approved Costs.
 - (6) Administration, supervisor and overhead or internal costs of Tenant shall not be considered Approved Costs.
 - (7) Costs incurred by any of Tenant's affiliates or subtenants for Required Improvements on the Premises shall be considered Approved Costs.
 - (8) Costs associated with acquisition or installation of personalty, such as furnishings, trade fixtures and equipment, that is not permanently affixed to the Premises, or any other personalty whatsoever, shall not be considered Approved Costs.
 - (9) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; special external and internal lighting; and signage, other than those required by local codes and ordinances, shall not be considered Approved Costs unless Tenant has obtained written approval from County prior to incurring such costs, or the same are included in Tenant's initial construction plans and specifications for the Required Improvements.
 - (10) Costs associated with repairs, alterations, modifications, renovations or maintenance of any further improvements on the Premises (including, but not limited to, improvements existing as of the Effective Date and improvements subsequently constructed on the Premises) shall not be considered Approved Costs nor Required Improvements.
 - (11) Any costs associated with any improvements other than the Required Improvements shall not be considered Approved Costs, unless Tenant has obtained written approval from County prior to incurring such costs.
- (C) Design Requirements. Tenant shall provide the names and contact information for all architects, engineers and land use planners providing design-related services at

the Premises and shall consult with and obtain the County's prior written approval of all architectural, engineering and design plans before preparing detailed construction plans. The County may reject or require changes to any architectural, engineering or land use plans in the County's reasonable discretion. The County may also reject any architectural, engineering or land use companies in the County's reasonable discretion.

- (D) Construction Requirements. Except as otherwise provided for herein, prior to constructing any improvements on or alterations to the Premises (including, but not limited to, the Required Improvements), Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Plans shall also include traffic control and mitigation plans for the surrounding area, including impacts to Colorado State Highway 82. The Department shall review the preliminary Plans and provide a written response to Tenant within thirty (30) days after receipt of the preliminary Plans; provided, however, in the event the preliminary Plans are subject to review by another governmental authority with jurisdiction over the Airport, including, but not limited to the FAA, the timeframe for review may be extended by the amount of time necessary for such authority to complete its review. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the preliminary Plans and shall submit the final working Plans to the Department for approval. The Department shall complete its review of the final working Plans within fifteen (15) days after the Department's receipt of the Plans. Upon approval of the final working Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover. The Department's approval of Plans under this Article shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County agrees that detailed Plans shall not be required for minor non-structural alterations or improvements, but such Plans shall, at a minimum, be sufficient to ensure compliance with applicable laws and building code requirements.

- (E) During the term of the Lease, County will be undertaking construction of other major improvements as part of the Airport Master Plan. The timing of Tenant's construction must be coordinated with the County and County's construction project may take priority. Tenant shall consult with County regarding the proposed timing for Tenant's construction. County shall have final authority regarding the scheduling of County's and Tenant's constructions projects.
- (F) Within one hundred twenty (120) days of Tenant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and delivered to the Department one (1) complete set of as-built drawings in a PDF or other electronic format approved by the Department, and one (1) complete set of Auto CADD files in the latest version acceptable by the Department.
- (G) Within one hundred twenty (120) days of completion of the Required Improvements, Tenant shall provide to County a written examination report detailing the costs of constructing the Required Improvements, which shall include a schedule detailing the total cost of constructing the Required Improvements by category and amount; a schedule detailing the total Approved Costs of the Required Improvements by category and amount; and a schedule detailing the Reimbursement Amount (as defined in Section 8.05) for the Required Improvements for each year of this Lease through the remainder of the Term of this Lease. The report shall be in a form and substance reasonably satisfactory to County and shall be prepared and certified by an independent Certified Public Accountant, not a regular employee of Tenant, and shall include an opinion regarding the information contained in the schedules. The report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules.
- (H) During construction, Tenant shall hire a professional special inspector to conduct inspections as requested by the Department or County building officials.

8.02 Construction Bonds. In accordance with the terms and conditions of this Lease, Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all Persons performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements to the Premises, the estimated cost of which exceeds Two Hundred Thousand Dollars (\$200,000), Tenant shall cause to be made, executed and delivered to County at Tenant's sole cost a bond that is in a form and substance reasonably satisfactory to County, and issued by a company reasonably acceptable to County, and that guarantees Tenant's compliance with its obligations arising under this Section. Tenant may not subdivide improvements or phase projects for the purpose of avoiding the foregoing bond

requirement. County shall be named as a dual obligee on the bond(s). In lieu of the bond required by this Section, Tenant may file with County an alternative form of security in the form of cash, money order, certified check, cashier's check, or clean irrevocable letter of credit; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of County and shall be in accordance with County's standard policies and procedures. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this Section.

8.03 Contractor Requirements. Tenant shall provide the names and contact information for all contractors and subcontractors providing services at the Premises prior to the subject contractor or subcontractor commencing work. County may reject any contractor and/or subcontractor for reasonable cause. Tenant shall require contractors to furnish for the benefit of County a public construction bond in a form approved by County. Tenant shall require its contractors to name County as a dual obligee on the bond(s). Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amounts as County reasonably determines to be necessary.

8.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the County or its property to liability or attachment under the construction lien laws of the State of Colorado and understands that County shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease.

In the event that a claim is filed against the County in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to transfer or satisfy such claim within the ten (10) day period, County may do so and thereafter charge Tenant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Tenant shall promptly pay to County all such costs upon demand, as additional rent.

8.05 Reimbursement of Unamortized Costs.

- (A) For purposes of calculating depreciation pursuant to this Lease, the parties agree:
- (a) the value of Required Improvements shall be an amount equal to the Approved Costs; (b) the period of depreciation shall be twenty (20) years; and (c) depreciation shall commence upon the Commencement Date. Depreciation shall be calculated on a straight-line basis such that the annual depreciation is the same throughout the life of Required Improvements, and, at the end of twenty (20) years the value of the Required Improvements shall be zero. For any periods of less than one (1) year, depreciation shall be prorated on a monthly basis, rounded up to the nearest whole monthly period. Accordingly, the parties agree that annual

depreciation of the Required Improvements shall be calculated in accordance with the following formula: Approved Costs/20 years. The term "Accumulated Depreciation" shall mean the total depreciation of the Required Improvements accumulated through the date of expiration or the earlier termination of this Lease.

- (B) In the event this Lease expires or is earlier terminated prior to the full depreciation of the Required Improvements, calculated in accordance with Section 8.05(A) above, County shall, within one hundred eighty (180) days after the expiration or earlier termination of this Lease, pay, or cause to be paid, to Tenant an amount equal to the sum of the Approved Costs of the Required Improvements minus any Accumulated Depreciation ("Reimbursement Amount"); provided, however, Tenant acknowledges and agrees that County shall have no obligation whatsoever to pay the Reimbursement Amount in the event: (a) this Lease is terminated, in whole or in part, due to a material default of this Lease by Tenant; (b) Tenant elects not to exercise its option to renew this Lease in accordance with Section 3.02; or (c) County offers to lease the Premises to Tenant upon substantially the same terms and conditions as this Lease for an additional period sufficient to allow Tenant to fully depreciate the Required Improvements, calculated in accordance with Section 8.05(A) above, prior to the expiration of the Renewal Term.

8.06 County Projects. Tenant acknowledges that County will be causing certain infrastructure improvements to be constructed as detailed in the Airport Layout Plan attached as Exhibit __ ("County Projects"). County currently anticipates the County Projects will be completed on or before _____. The parties shall coordinate during the construction of the County Projects in an effort to avoid any conflict between the County Project and Tenant's construction activities within the Property.

Article 9 - Obligations of Tenant and County

9.01 Rules and Regulations. Tenant covenants and agrees to observe and obey, and to require Tenant Parties to observe and obey such rules and regulations of the Department and County, including but not limited to all applicable provisions of the Code (including amendments and supplements thereto) regulating the conduct and operations of Tenant and others on the Premises as may from time to time be promulgated. The obligation of Tenant to require such observance and obedience on the part of its subtenants, guests, invitees, and business visitors shall pertain only while such Persons are on or in occupancy of any portion of the Premises.

9.02 Conduct of Operations. Tenant shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably interfere with the operations of other tenants at the Airport.

9.03 Noise and Vibrations. Tenant shall comply with the reasonable noise mitigation measures established by the Code to mitigate noise impacts of Tenant's operations outside the boundaries of the Airport, such as utilizing designated areas for engine run-up activities.

9.04 Conduct of Tenant Parties. Tenant shall control the conduct, demeanor and appearance of Tenant Parties doing business at the Premises and, upon objection from County concerning the conduct of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

9.05 Disposal of Garbage. Tenant shall remove from the Premises or otherwise dispose of in a manner approved by County all garbage, debris and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles.

9.06 Nuisance. Tenant shall not commit any physical nuisance on the Premises and shall not do or permit any of its subtenants to do anything which would result in the creation, commission or maintenance of such nuisance on the Premises.

9.07 Vehicular Parking. Tenant shall not allow Tenant Parties to park vehicles within the grassed areas of the Premises or in other areas of the Airport that are not leased or licensed to Tenant without the prior consent of the Department, which consent may be granted or withheld in the Department's sole and absolute discretion.

9.08 Accessibility of Utility Systems. Tenant shall not unreasonably interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers or users of the Airport, including electric vehicle charging stations or similar-type utilities that may be installed by the County or utility provider at a later date. This provision shall in no event require Tenant to modify or relocate any utilities systems that are approved by the County as part of the Required Improvements.

9.09 Overloading Paved Areas. Tenant shall not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

9.10 Hazardous Operations. Tenant shall not do or permit to be done any act or thing upon the Premises that:

- (A) will invalidate any insurance policies covering the Premises or the Airport; or
- (B) constitutes a hazardous condition taking into account the risks normally attendant upon the operations permitted by this Lease.

9.11 Storage of Flammable Liquids. All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all applicable federal, state and local laws.

9.12 Testing of Fire Systems. From time to time and as often as reasonably required by County or any governmental authority having jurisdiction, Tenant shall conduct pressure, water

flow, and other appropriate tests of the fire extinguishing system and apparatus which are maintained by Tenant or any subtenant.

9.13 Vending Machines. Except as specifically authorized by this Lease, Tenant shall not place any coin or token operated vending machine or similar device (including, but not limited to, beverage or food machines, or other commodities) upon the exterior of any buildings or improvements upon the Premises, without the prior written consent of County, which consent shall not be unreasonably withheld by County.

9.14 Derelict Aircraft. Tenant shall not permit the temporary or permanent storage (without an open work order being actively pursued) at the Premises of any Derelict Aircraft. Derelict Aircraft shall be removed from the Airport within a period of ninety (90) days after written notice from County. Notwithstanding the foregoing, County may make written request to Tenant to demonstrate that an open work order is being actively pursued. If Tenant fails to provide County with satisfactory evidence that an open work order is being actively pursued within three (3) business days of the date requested, then such Derelict Aircraft shall be removed from the Premises within ninety (90) days from the date County makes its written request for proof that an open work order is being actively pursued.

9.15 Derelict Vehicles. Tenant shall not permit the temporary or permanent storage at the Premises of any Derelict Vehicles. Tenant shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from County.

Article 10 - Maintenance and Repair

10.01 Cleanliness of Premises/Maintenance. Tenant shall, throughout the Term and any extension thereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all aircraft apron areas, buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order, repair and first-class condition. Tenant shall be required to keep all aircraft apron areas, buildings and other improvements in good and fit condition throughout the Term and any extension hereof, and without limiting the generality thereof, Tenant shall:

- (A) Paint the exterior and interior of the Premises, repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.
- (B) Keep the Premises at all times in a clean and orderly condition and appearance and all of the fixtures, equipment and personal property which are located in any part of the Premises that is open to or visible by the general public.
- (C) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by

any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.

- (D) Repair any damage to the aircraft apron areas, paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.
- (E) Take anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (F) Be responsible for the maintenance and repair of all utilities that are now or subsequently located within the Premises and are exclusively used by Tenant or any of its subtenants, including, but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers.
- (G) Make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft.
- (H) Be responsible for the maintenance, repair, cleaning and landscaping of the entrance and exit roadways, sidewalks and signage immediately serving the Premises, which Tenant acknowledges may be located outside of the Premises.

10.02 Inspections. With the exception of the need to address any emergency or other similar exigency, County, with forty-eight (48) hours prior notice to Tenant, shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by County, County shall provide Tenant with written notice of such noncompliance. Tenant shall commence corrective action to remedy such noncompliance to the satisfaction of County promptly after receipt of the notice of noncompliance. If corrective action is not promptly initiated and pursued in a diligent manner to completion, County may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all reasonable costs incurred by County, plus a twenty five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) days of the date of County's written notice.

Article 11 – Utilities

11.01 Utility Costs. Tenant shall pay for all electric, water, garbage and other utilities charges for the Premises. The metering devices installed by Tenant for such utilities shall be installed at the cost of Tenant and shall become the property of County upon installation unless owned by a third party. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant (except for any portion of such work that falls within

the County Projects), and shall become the property of County upon installation unless otherwise agreed upon by the parties to this Lease.

Article 12 - Airport Security Program

Tenant agrees to observe all federal, state and local laws, rules and safety and security requirements applicable to Tenant's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations, Title 49, Part 1542 of the Code of Federal Regulations and Title X of the Pitkin County Code. Tenant shall be solely responsible for monitoring and remaining compliant with any and all laws, rules and regulations affecting Tenant's operations. County shall not be responsible for notifying Tenant of any applicable new or amended laws, rules or regulations. Tenant agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or the Department, and to take such steps as may be necessary or directed by County or the Department to ensure that subtenants, employees, invitees and guests observe these requirements. If required by the Department, Tenant shall conduct background checks of its employees in accordance with applicable federal, state or local laws. Tenant further agrees to be responsible for the care and maintenance of the Airport security barriers and devices within the Premises. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are installed now or in the future at the Premises shall be borne by Tenant. Tenant agrees to rectify any safety or security deficiency or other deficiency as may be determined as such by the Department, County, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the reasonable and necessary cost and expense of Tenant after providing Tenant with reasonable prior written notice and a reasonable opportunity to cure, factoring in the nature of the deficiency. Tenant acknowledges and agrees that County shall have the right to take whatever action is reasonably necessary to rectify any safety or security deficiency or other deficiency as may be determined by the Department, County, FAA or TSA.

Article 13 - Insurance Requirements

Tenant shall, at its sole expense, maintain in full force and effect at all times during the Term and any extension thereof, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article nor County's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease.

13.01 Commercial General Liability/Airport Liability. Tenant shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars (\$10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

13.02 Hangarkeeper's Legal Liability. Tenant shall maintain Hangarkeeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Tenant (when such aircraft are not in flight), in an amount not less than Ten Million Dollars (\$10,000,000) any one aircraft and Twenty Million Dollars (\$20,000,000) any one occurrence.

13.03 Business Auto Liability. Tenant shall maintain Business Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. In the event Tenant has no owned automobiles, Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

13.04 Workers' Compensation & Employers Liability. Tenant shall maintain Workers' Compensation & Employers Liability in accordance with _____, Colorado Statutes, and federal law. This coverage shall be provided on a primary basis.

13.05 Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability. Tenant shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars (\$1,000,000) per occurrence at each location and Two Million Dollars (\$2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of One Hundred Thousand Dollars (\$100,000), Tenant shall provide a copy of Tenant's most recent annual report or audited financial statements to County at County's request and County may reject or accept a higher self-insured retention or deductible based on Tenant's financial condition.

13.06 Umbrella or Excess Liability. In addition to the above, Tenant shall maintain coverage under Umbrella or Excess Liability Insurance at an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/ Airport Liability, Business Auto Liability or Environmental Impairment Liability policy. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

13.07 Property & Flood Insurance. Tenant shall maintain:

- (A) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent

(25%) of the Property insurance limit. This coverage shall be provided on a primary basis.

- (B) Flood insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those made by or on behalf of Tenant as well as Tenant's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.

13.08 Additional Insured Endorsement. Tenant shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Tenant, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Pitkin County Board of County Commissioners, a Political Subdivision of the State of Colorado, its Officers, Employees and Agents, c/o Pitkin County Airport, 0233 E. Airport Rd., Suite A, Aspen, Colorado 81611," or as otherwise acceptable to the County.

13.09 Certificate of Insurance. Prior to the Commencement Date, Tenant shall provide County with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Tenant shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Pitkin County Board of County Commissioners c/o Pitkin County Airport, 0233 E. Airport Rd., Suite A, Aspen, Colorado 81611."

13.10 Waiver of Subrogation. By entering into this Lease, Tenant agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Tenant pursuant to or in connection with this Lease. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Tenant enter into such an agreement on a pre-loss basis. Nothing contained in this Section shall be construed as an obligation of Tenant to provide a Waiver of Subrogation in the event that Tenant's insurer will not provide it.

13.11 Premiums and Proceeds. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation

of the property, flood or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for property, flood and wind insurance policies. Subject to the terms of any Leasehold Mortgage or financing arrangement entered into by Tenant, Tenant agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including, but not limited to, those made by or behalf of Tenant.

13.12 Deductibles, Coinsurance, & Self-Insured Retention. Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

13.13 Right to Review or Adjust Insurance. County may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Tenant a written notice of rejection, and Tenant shall comply within thirty (30) days of receipt of the notice.

13.14 No Representation of Coverage Adequacy. Tenant acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Tenant agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Article 14 - Damage, Destruction or Condemnation of the Premises

14.01 Removal of Debris. If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of Persons entering upon the Premises. If Tenant fails to promptly comply with the provisions of this Section, County may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Tenant agrees that Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by County.

14.02 Tenant's Obligations. Tenant assumes full responsibility for the condition of the Premises and the character, acts and conduct of all Persons admitted to the Premises by or with the actual or constructive consent of Tenant or with the consent of any person acting for or on behalf of Tenant. If the Premises, or any portion thereof, is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Tenant, or a Tenant Party or any Person admitted to the Premises by Tenant, Tenant shall at its sole cost and expense restore the

Premises to the condition existing prior to such damage. Tenant shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 8; provided, however, that if the nature of the damage is such that more than sixty (60) days are reasonably required Tenant shall commence restoration as soon as reasonably practicable under the circumstances taking into consideration the extent of the damage. All repairs and restoration shall be made by Tenant at Tenant's sole cost and expense, in accordance with the construction requirements contained herein. If Tenant fails to restore the Premises as required by this Section, County shall have the right to enter the Premises and perform the necessary restoration. Tenant agrees that Tenant shall fully assume and be liable to County for payment of the reasonable costs of restoration plus a twenty five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of the written notice provided by County.

14.03 Insurance Proceeds. Except as otherwise provided for herein, upon receipt by Tenant of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by County so as to be available to pay for the cost of any required repair, replacement or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged improvements, Tenant shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant.

14.04 Condemnation of the Entire Premises. If the entire Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent governmental entity, or if such a portion of the Premises shall be so taken that the balance cannot reasonably be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, then in any of such events, this Lease shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages ("Award") shall be paid as follows: (a) the net present value of the Ground Rent payable for the remainder of the Initial Term or Renewal Term then in effect plus the present value of the reversionary interest in the Property shall be paid to and be the sole property of County (such present values shall be determined using a mutually agreed upon discount rate), and (b) the remainder of the Award, if any, shall be paid to and be the sole property of Tenant. The amounts payable to each party shall be determined by the court or other body before which the condemnation or taking is to be adjudicated or determined, taking into account the requirements of this Lease.

14.05 Partial Condemnation. If only a part of the Premises shall be so taken or condemned, but this Lease is not terminated pursuant to Section 14.04 above, Tenant, at its sole cost and expense, shall promptly repair and restore the Premises and all improvements to a complete architectural unit and the Ground Rent will be adjusted accordingly on a per square foot basis of the Property so taken. During the period of repair, Ground Rent and Improvement/Building Rent shall abate as to the portion of the Premises being repaired. In no

event shall Tenant be required to expend an amount in excess of the amount of the Award in connection with the performance of its obligations under this Section 14.05.

Article 15 - Rights of Leasehold Mortgagees

15.01 Right to Mortgage. Tenant may encumber its leasehold estate and interest in the Premises by mortgage, security agreement or other such instrument (any such instrument is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee") during the Term and any extension thereof; provided that County shall not be obligated to, nor deemed to have subjected or subordinated County's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated the County's interest in this Lease to such Leasehold Mortgage. County's interests in the fee and this Lease are and shall remain at all times superior and prior in right to any Leasehold Mortgage.

15.02 Notice of Default. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Lease for notices delivered to County, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to County, County upon serving Tenant with any notice of default under this Lease, shall also serve a copy of that notice of default upon the Leasehold Mortgagee in the same manner as required by this Lease for notices delivered to Tenant. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to County. County agrees to give the Leasehold Mortgagee written notice of any default by Tenant and of County's intention to terminate this Lease for any reason at least sixty (60) days before the effective date of such termination. The Leasehold Mortgagee shall have the right to perform any of Tenant's covenants or to cure any default by Tenant, which is curable by the Leasehold Mortgagee, or to exercise any right conferred upon Tenant by the terms of this Lease within such sixty (60) day period or such longer period if the default by Tenant is of such nature that it cannot be cured within such sixty (60) day period, provided that the Leasehold Mortgagee commences action to cure such default and thereafter diligently and continuously pursues such cure to completion within a reasonable period of time under the circumstances, not to exceed one-hundred and twenty (120) days from the date of the notice of default from County to Tenant. The sole remedy available to Leasehold Mortgagee due to the failure of County to provide Leasehold Mortgagee with a notice of default as required hereunder shall be the tolling of the applicable cure period afforded to Leasehold Mortgagee herein until the earlier of providing of such notice to Leasehold Mortgagee or Leasehold Mortgagee's receipt of actual knowledge of such notice. County's failure to provide Leasehold Mortgagee a notice of default as required hereunder shall not alter or affect Tenant's rights or obligations under this Lease, nor extend any cure period afforded to Tenant hereunder or entitle Tenant to damages or other remedies.

15.03 Opportunity to Cure. Upon written notice from the Leasehold Mortgagee to County that it has taken possession of the Premises, County will recognize the Leasehold Mortgagee as the tenant of the Premises and accept the performance by the Leasehold Mortgagee of Tenant's obligations under this Lease, for so long as the Leasehold Mortgagee is in possession of the Premises, and provided that the Leasehold Mortgagee cures the defaults of Tenant, in accordance with Section 15.02 and otherwise performs Tenant's obligations under this Lease without default. In addition, County agrees that it will not unreasonably withhold or delay its

consent to any future assignment by the Leasehold Mortgagee of the leasehold estate under this Lease; provided that: (a) there is no existing default under this Lease or the Leasehold Mortgagee or such assignee undertakes to cure any such default as provided above and; (b) the proposed assignee provides County with such information regarding the assignee as County requests in order to evaluate the assignee's qualifications to assume this Lease as Tenant and; (c) the assignee has similar recent experience and knowledge regarding operation of the Premises and has the financial ability to perform under this Lease, as reasonably determined by County. Upon any valid permitted assignment of this Lease by the Leasehold Mortgagee, Leasehold Mortgagee shall have no further liability under this Lease for obligations arising after such assignment. Any action by the Leasehold Mortgagee to cure any default by Tenant or otherwise to exercise Tenant's rights under this Lease shall not be deemed to be an assumption by the Leasehold Mortgagee of Tenant's obligations under this Lease unless the Leasehold Mortgagee takes possession of the Premises pursuant to a foreclosure or other enforcement of its security interest in this Lease or otherwise expressly assumes such obligations in writing. If the Leasehold Mortgagee takes possession of the Premises or succeeds to the interest of Tenant, County shall accept the Leasehold Mortgagee as the "Tenant" under this Lease, and this Lease shall continue in full force and effect; provided that there are no then existing uncured defaults under this Lease, and Leasehold Mortgagee performs all obligations of Tenant under this Lease from and after the date such Leasehold Mortgagee takes possession of the Premises. In such instance the Leasehold Mortgagee shall thereafter be deemed the "Tenant" under this Lease. The provisions of this Article 15 shall not apply to Leasehold Mortgagee acting as the "Tenant" under this Lease.

15.04 No Lease Amendments. This Lease shall not be amended, modified, terminated or canceled by reason of the exercise of any option or election by Tenant under this Lease, or by the giving of any notice by Tenant under this Lease, unless such amendment, modification, termination or cancellation is assented to in writing by any Leasehold Mortgagee. Any such attempted amendment or modification, termination or cancellation without that assent shall be void.

15.05 Limitation of Liability. A Leasehold Mortgagee shall only be liable to perform the obligations imposed on Tenant in this Lease, including any delinquent obligations of Tenant, during the period that the Leasehold Mortgagee is in possession or ownership of the leasehold estate created by this Lease.

15.06 Estoppel Certificates. Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement

delivered pursuant to this Section may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

15.07 Release of Lien. Upon the scheduled expiration or early termination of this Lease, provided such termination is in accordance with the terms of this Lease including, but not limited to, this Article, Tenant and/or Leasehold Mortgagee, as appropriate, shall promptly execute, in recordable form, and deliver to the County a termination of lease, termination of memorandum of lease, release of mortgage and such other documents as County may reasonably require (collectively, the "Release Documents"). In the event Tenant or Leasehold Mortgagee fails to provide the foregoing Release Documents within thirty (30) days after County's written request therefor, County, at its option, shall be entitled to execute the same for and on behalf of Tenant and/or Leasehold Mortgagee and Tenant and Leasehold Mortgagee hereby appoint County as attorney in fact for the limited purpose of execution of such Release Documents.

15.08 Entry by Leasehold Mortgagee. County hereby authorizes any Leasehold Mortgagee (or court appointed receiver) to enter on the Premises to exercise Leasehold Mortgagee's cure rights and power under this Lease; provided, however, that all such entries and exercises of Leasehold Mortgagee's cure rights and powers under this Lease shall be done in a commercially reasonable manner so as to minimize interference with the operations of the Airport.

Article 16 - Title to Improvements

16.01 Title to Improvements. Tenant shall be deemed to be the owner of all improvements and alterations constructed by Tenant upon the Premises during the Term. Upon expiration of the Term or the earlier termination of this Lease as provided herein, all improvements and alterations constructed or placed upon the Premises by Tenant with the exception of any Fuel System, title to which has not previously vested in County hereunder, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the improvements and alterations together with evidence satisfactory to County that the improvements and alterations are free from liens, mortgages and other encumbrances.

16.02 Fuel System. Tenant shall be fully responsible for the ownership, permitting, maintenance and liability of all components of any Fuel System installed upon the Premises at all times during the Term. Upon expiration or earlier termination of this Lease, County may, at County's sole option, require that (a) Tenant assign all right, title and interest to County or, at County's option, to a successor lessee or assignee, and thereafter the Fuel System shall become the absolute property of County, or successor lessee or assignee, who shall have every right, title and interest therein; or (b) remove the Fuel System. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to County, or the successor lessee or assignee, that the improvements are free from liens, mortgages and other encumbrances. In the event

County requires assignment of rights, title and interest in the Fuel System to a third party, Tenant hereby reserves the right to require reasonable indemnification from such third party as to any and all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition or fitness or compliance with governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, Tenant shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to County, and certified to the Pitkin County Board of County Commissioners, detailing the total scope of work completed and any associated environmental findings.

16.03 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, Tenant shall not be required to remove any improvements made by Tenant during the Term of this Lease upon the expiration or earlier termination of this Lease, with the exception of Fuel System as set forth in Section 16.02 above.

16.04 Survival. The provisions of this Article 16 shall survive expiration or earlier termination of this Lease.

Article 17 - Expiration, Default, Security, Remedies and Termination

17.01 Expiration. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Section 3.02. In the event this Lease is renewed, this Lease shall automatically terminate at the end of the Renewal Term.

17.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant or County:

- (A) The abandonment (as that term is defined under applicable law) of the Premises by Tenant.
- (B) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice from County that such payment is due.
- (C) The failure by Tenant to maintain in full force and effect, the insurance limits, coverages and endorsements required by this Lease.
- (D) The failure by Tenant to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of thirty (30) days after written notice thereof from County: provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

- (E) To the extent permitted by law, (a) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days]; (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within ninety (90) days.
- (F) A material default by Tenant of any other agreement, permit or lease between County and Tenant, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.
- (G) The discovery by County that any material information given to County by Tenant relating to this Lease was false, and Tenant knew such information to be false at the time it was given to County.

17.03 Remedies. Pursuant to Section 17.02, in the event of any material default or breach by Tenant, County may at any time thereafter, with notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one or more of the following remedies while concurrently taking all reasonable steps to mitigate any and all of its damages:

- (A) Declare the entire rent for the balance of the Term or any part thereof due and payable while subtracting any rent that it has received or will receive through another tenant on the same Premises forthwith.
- (B) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired Term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.

- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- (D) Pursue any other remedy now or hereinafter available to Tenant under the laws of the State of Colorado.

Notwithstanding any provision of this Lease to the contrary, County shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and County reserves all rights which laws of the State of Colorado confer upon a landlord against a tenant in default; provided, however, County agrees that it shall not pursue specific performance of Tenant's obligation to construct the Required Improvements unless Tenant has commenced construction of the Required Improvements in which event Tenant acknowledges and agrees County may seek specific performance of Tenant's obligation to complete construction of the Required Improvements as required by Article 8.

17.04 Default by County. County shall not be in default unless County fails to perform obligations imposed upon County hereunder within thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If any default by County under this Lease is not cured within the cure period set forth herein, Tenant, in addition to the right to terminate this Lease, shall have the right to pursue in a court of law any other remedy available to Tenant at law or in equity; provided, however, County does not herein waive any defense it might have to any such action.

17.05 Tenant's Termination Rights. Tenant may terminate this Lease by giving County sixty (60) days' prior written notice upon or after the happening of any one of the following events:

- (A) The assumption by the United States Government, or any agency or instrumentality thereof, of the operations, control or use of the Airport for national defense purposes in such a manner as to preclude Tenant, for a period of ninety (90) days or more, from using the Airport in the conduct of its business. County shall not be liable to Tenant if the County is so dispossessed, but for any time that Tenant is not able to use the Premises, the rental required of Tenant shall be abated. The foregoing provision is not intended to waive any rights or privileges which either County or Tenant may possess as to compensation of any kind from the United States Government, or any agency or instrumentality thereof for such an assumption of use or control of the Airport as is described in this Section.
- (B) The issuance by any court of competent jurisdiction of any order preventing or restraining the use of the Airport for the purposes intended, if the same remains in

force and effect for a period of ninety (90) consecutive days or more. For the period of time that such order so preventing or restraining the use of the Airport is in effect prior to any termination of this Lease, the rental required to be paid by Tenant hereunder shall be abated.

17.06 Surrender of Premises. Tenant expressly agrees that it shall immediately surrender the Premises to County in good condition, upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Tenant shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire time period of such holdover, double the rental rate charged for the period immediately preceding termination of the Lease. Tenant shall remove all of its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of Tenant not removed by Tenant shall become the property of County.

17.07 Tenant to Provide Financial Security. Tenant shall provide bond or other financial security acceptable to the County in an amount equal to the anticipated annual Ground Rental and maintain the security in such an amount as long as the Premises are occupied by the Tenant. This Security can be utilized by County for payment of any amounts owed by Tenant to County that are in arrears. If the Security is used for such purposes, Tenant shall restore the Security to the appropriate full amount sixty (60) days following any draw down by the County.

Article 18 - Assignment, Transfer and Subletting

18.01 Assignment, Transfer and Subletting Generally. Except as otherwise provided for herein, Tenant shall not, in any manner, assign, transfer, or otherwise convey an interest in this Lease, the Premises or any portion thereof ("Assignment"), without the prior written consent of the County, which consent shall not be unreasonably withheld. The County shall not be deemed to have withheld its consent unreasonably unless the County has been furnished evidence, reasonably satisfactory to County, establishing that the proposed assignee: (a) has the financial ability to make the rental payments required under this Lease and to otherwise satisfy its financial obligations under this Lease; (b) has sufficient experience to operate in the manner required hereunder; (c) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (d) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Any attempted Assignment without County's approval shall be null and void. In the event County consents in writing to an Assignment, Tenant shall have the right to assign this Lease to the extent permitted by County's consent to such Assignment, provided that the use of the Premises shall be limited to the same uses as are permitted under this Lease. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein. Except for the subleasing of community hangar space, aircraft tie-down and aircraft ramp space, Tenant shall not sublet the Premises, or any portion thereof, without the prior written consent of County, which consent shall not be unreasonably withheld. The Department may consent to subleases entered into by Tenant on behalf of County. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible for the observance by its subtenants of the

terms and covenants contained in this Lease. Notwithstanding the foregoing, the consent of County shall not be withheld for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger, acquisition, or other business reorganization, provided that Tenant provides written notice to County ten (10) days prior to the change in ownership and County has been furnished evidence, reasonably satisfactory to County, establishing that the proposed assignee: (a) has the financial ability to make the rental payments required under this Lease and to otherwise satisfy its financial obligations under this Lease; (b) has sufficient experience at comparable airports to operate in the manner required hereunder; (c) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (d) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Tenant shall remain primarily liable to County for fulfilling all obligations, terms and conditions of this Lease, throughout the entire Term and any extension thereof, except in the event of a complete Assignment, in which event Tenant shall be released from all further obligation arising subsequent to such Assignment; provided that Tenant's assignee agrees in writing to be fully bound by the terms and provisions of this Lease from and after the effective date of such Assignment. County may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of County's obligations hereunder from and after the date of such assignment, County shall be released from all liability and obligation arising hereunder from and after the date of such assignment. Notwithstanding any provision of this Lease to the contrary, any proposed assignee shall be required to provide proof of insurance and any security instruments required hereunder prior to the Assignment of this Lease.

18.02 Permitted Assignments and Subleases. Tenant shall have the right to assign this Lease or to enter into one or more subleases if the assignment or sublease is to: (a) a Leasehold Mortgagee or an entity that subleases the Premises back to Tenant or any affiliate of Tenant in connection with a financing of the Required Improvements or any alterations; or (b) the assignment or sublease of the Premises is to a parent, subsidiary, affiliate or successors to Tenant by merger, consolidation, realignment, reorganization or purchase of Tenant, or to a purchaser of all or substantially all of the assets of Tenant used in the operation of Tenant's business at the Premises (each, a "Permitted Transferee"). The County's prior written approval of any assignment or subletting documents, which approval shall not be unreasonably withheld, is required. No such assignment or subletting shall be considered as a release of Tenant from any of its obligations hereunder. County agrees that the foregoing shall apply to, among others, any assignment or sublease pursuant to which the Permitted Transferee intends to use the Premises as a MRO. Should Tenant sublease the Premises or any portion of the Premises to a Permitted Transferee, Tenant shall notify the Department in writing within fifteen (15) days after the date such sublease or assignment is completed, and shall provide the Department with a copy of the fully-executed sublease or assignment agreement.

Article 19 - Indemnification

Tenant shall protect, defend, reimburse, indemnify and hold County and its elected officers, employees and agents and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every

kind and character (hereinafter collectively referred to as, "Damages"), or in which County is named or joined, arising out of Tenant's or a Tenant Party's use or occupancy of the Premises or Airport by Tenant or a Tenant Party, including, but not limited to, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other Person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Tenant, Tenant's or a Tenant Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Tenant or any breach by Tenant or an Tenant Party of the terms of this Lease; provided, however, Tenant shall not be responsible for Damages that are attributable to the negligence or willful misconduct of County or its elected officers, employees, agents and servants or a direct result of a breach of this Lease by County. Nothing herein shall be deemed to abrogate Tenant's common law or statutory rights to contribution from County for liability legally established as attributable to County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Tenant recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that County would not enter into this Lease without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with the laws of the State of Colorado. The obligations arising under this Article shall survive the expiration or termination of this Lease.

Article 20 - Signage Outside of Premises

No signs, posters, or similar devices shall be erected, displayed, or maintained by Tenant outside the Premises on other areas of the Airport without the written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. All signs not approved by County shall be promptly removed at the sole cost and expense of Tenant upon written demand therefore by County.

Article 21 – Laws, Regulations and Permits

21.01 General. Tenant agrees that throughout the Term and any extension thereof, Tenant shall at all times remain in compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended or promulgated, including, but not limited to, FAA Advisory Circulars, Orders and Directives; and the Airport Rules and Regulations.

21.02 Permits and Licenses Generally. Tenant agrees that it shall, at its sole cost and expense, obtain, comply with and maintain current any and all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of County, Tenant shall provide County with copies of any and all permits and licenses requested by County pursuant to this Section.

21.03 Air and Safety Regulation. Tenant shall conduct its operations and activities under this Lease in a safe manner and shall comply with all safety regulations and standards imposed

by applicable federal, state and local laws and regulations and shall require the observance thereof by Tenant Parties and all other Persons transacting business with or for Tenant resulting from, or in any way related to, the conduct of Tenant's business on the Premises. Tenant shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County. Tenant agrees that neither Tenant, nor its employees or contractors or any person working for or on behalf of Tenant, shall require any personnel engaged in the performance of Tenant's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all applicable State and local laws, regulations, and orders relative to occupational safety and health.

21.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of, and shall comply with, any and all Environmental Laws applicable to Tenant and its operations hereunder.
- (B) Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to regulation under applicable Environmental Laws. Tenant further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and to arrange disposal of any and all such Hazardous Substances, in a manner which is both safe and in full compliance with any and all applicable Environmental Laws.
- (C) Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all such applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Tenant's operations conducted on the Premises, and Tenant shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents, contractors, and those Persons that are required to be so trained working for, or on behalf of, Tenant have been, or will be prior to commencement of operations on the Premises, fully and properly trained in the handling of all such Hazardous Substances, and that such training, at a minimum, complies with any and all applicable Environmental Laws.

- (D) Tenant shall provide to County satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by County.
- (E) If Tenant is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws:
- (1) Tenant shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in compliance with Environmental Laws;
 - (2) Tenant shall maintain an accurate inventory list (including quantities) of all such hazardous waste, whether stored, disposed of, or recycled, or, in the alternative, copies of hazardous waste manifests, available at all times for inspection upon reasonable advance notice at any time on the Premises by County;
 - (3) Tenant shall notify the Pitkin County Airport, Pitkin County Environmental Health Department, Pitkin County Attorney, and such other appropriate agencies as County may from time to time designate, of all hazardous waste activities occurring at the Premises; and
 - (4) Tenant shall provide to the Department, Pitkin County Environmental Health Department, and to all appropriate governmental entities having jurisdiction thereover, the name and telephone number of Tenant's emergency coordinator in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (F) Tenant shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Substances by the Tenant Parties on or from the Premises. All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.
- (G) Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against any and all Damages arising from, resulting out of or in any way caused by or connected to the Tenant Parties' failure to comply with any and all applicable Environmental Laws. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 19. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause

and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$ 10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Colorado. The obligations arising under this Section shall survive the expiration or earlier termination of this Lease.

21.05 Environmental Assessment. At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Lease, Tenant shall cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to County. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises or the adjacent property based on activities that have occurred or are occurring on the Premises, Tenant shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to County. The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Colorado, acceptable to County, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that County is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA shall be prepared and delivered to County at Tenant's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Tenant Parties' activities or operations on the Premises, Tenant shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

Article 22 - Americans with Disabilities Act

Tenant shall comply with the applicable requirements of the Americans with Disabilities Act and the laws of the State of Colorado, and applicable implementing regulations, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

Article 23 - Disclaimer of Liability

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT PARTIES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED

BY COUNTY'S NEGLIGENCE, WILLFUL ACTS, OR A TAKING OF THE PREMISES OR ANY PART THEREOF BY EMINENT DOMAIN BY THE COUNTY. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE UNLESS SUCH IS A RESULT OF THE TAKING OF THE PREMISES OR ANY PART THEREOF BY EMINENT DOMAIN BY THE COUNTY. FURTHERMORE, TENANT ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY TENANT TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

Article 24 - Governmental Restrictions

24.01 Federal Right to Reclaim. This Lease and rights granted to Tenant hereunder are expressly subordinated and subject to whatever rights the United States government now has or in the future may acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States government during the time of war or national emergency. This Section 24.01 shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

24.02 Federal Review. Tenant acknowledges this Lease may be subject to review or inspection by the FAA to determine satisfactory compliance with federal law or grant assurances and agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Lease which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

24.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Colorado, or any of the public officials of County of Pitkin, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Tenant.

24.04 Height Restriction. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

24.05 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

24.06 Operation of Airport. Tenant expressly agrees for itself, its sublessees, successors and assigns to prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard; provided that the operation of the Premises for the uses permitted under this Lease in accordance with the terms and conditions of this Lease and the Minimum Standards shall not be deemed to interfere with or adversely affect the operation, maintenance or development of the Airport or otherwise constitute an Airport hazard.

24.07 Release. Tenant acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

24.08 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that County may grant similar privileges to another tenant or other tenants on other parts of the Airport.

Article 25 – Non-Discrimination

25.01 Non-Discrimination in County Contracts. Tenant warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Tenant has submitted to County a copy of its non-discrimination policy, which is consistent with the above.

25.02 Federal Non-Discrimination Covenants.

(A) Tenant, for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- (2) No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Premises.
 - (3) In the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- (B) In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued.

Article 26 - Miscellaneous

26.01 Failure of Utility Systems. County shall not be responsible or liable to Tenant for any claims for compensation or any losses, damages or injury whatsoever sustained by Tenant including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, snow, windstorm, tornado, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of Tenant. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

26.02 Force Majeure. Any delay in or a failure of performance by Tenant in the performance of its obligation under this Lease to construct the Required Improvements shall not constitute a default under this Lease to the extent that such delay or failure of performance could not be prevented by Tenant's exercise of reasonable diligence and results from: (a) Pre-existing Environmental Condition, or other circumstances at, on, or under the Property discovered by Tenant during the demolition of the existing improvements or construction of the Required Improvements that were not identified in any Inspections conducted by Tenant pursuant to Section 3.03, (b) acts of God, (c) fire or other casualty, (d) war, (e) public disturbance, (f) failure of the County, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action or inaction of Tenant, (g) and/or strikes or other labor disturbances in the Pitkin County area not attributable to the failure of Tenant to perform its obligations under any applicable labor contract or law and directly and adversely affecting Tenant (any, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event. Tenant agrees to use reasonable efforts to minimize the delay and other adverse

effects of any Force Majeure Event. If any Force Majeure Event results in Tenant's inability to construct the Required Improvements in accordance with the terms of this Lease or to operate the Premises in accordance with the terms and conditions of this Lease, Tenant shall have the right to terminate this Lease upon sixty (60) days prior written notice to County.

26.03 Waiver. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

26.04 Subordination.

- (A) Subordination to County Bonds. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made by County related to the issuance of any bonds by the County related to the County Projects, and County and Tenant agree that to the extent permitted by authorizing legislation, the holders of any bonds issued by the County or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and the County-issued bonds.
- (B) Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired federal financing for the County Projects, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the County Projects.

26.05 Easement. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. County reserves the right to grant utility easements, licenses and rights-of-way to others over, under, through, across or on the Premises; provided, however, that such grant or the use of any easement, license, or right of way does not interfere with Tenant's operations or reduce the value of the Required Improvements. County shall restore the Property and the Premises to its condition prior to the date County granted any such easement, license or right-of-way if any construction is performed in connection with any of the foregoing.

26.06 Independent Contractor. Tenant or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

26.07 Governmental Authority. Nothing in this Lease shall be construed to waive or limit the County's governmental authority as a political subdivision of the State of Colorado to regulate Tenant or its operations. The County's obligations under this Lease are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the County's governmental functions, including, but not limited to, the County's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the County's governmental authority.

26.08 Consent and Action. Whenever this Lease calls for an approval, consent or authorization by the Department or County, such approval, consent or authorization shall be evidenced by the written approval of the Director of the Department or his or her designee. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of County or Department.

26.09 Rights Reserved to the County. All rights not specifically granted Tenant by this Lease are reserved to County.

26.10 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

26.11 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Colorado.

26.12 Venue. Venue in any action or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Pitkin County, Colorado.

26.13 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Aspen-Pitkin County Airport
0233 E. Airport Rd., Suite A
Aspen, Colorado 81611

Tenant

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

26.14 Paragraph Headings. The heading of the various articles and sections of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

26.15 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Pitkin County, Colorado.

26.16 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

26.17 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

26.18 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

26.19 No Broker. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

26.22 Annual Budgetary Funding. This Lease and all financial obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Pitkin County Board of County Commissioners.

26.23 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

26.24 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

26.25 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from County's public health unit.

26.26 No Third-Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Lease, including, but not limited to, any citizen or employees of County and/or Tenant.

26.28 Survival. Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

SAMPLE LEASE

PROPOSAL DOCUMENT ATTACHMENTS:

Attachment A: Qualifications Document and Respondent Information

Attachment B: Proposal Form

Attachment C: Affidavit

Attachment D: Proposal Bond

Attachment E: Corporate Inquiry Waiver

Attachment F: Financial Offer Form

ATTACHMENT “A” TO THE RFP

QUALIFICATION DOCUMENT AND RESPONDENT INFORMATION INFORMATION CONCERNING PROPOSER TO BE FURNISHED BY PROPOSER FOR GENERAL AVIATION/FIXED BASE OPERATOR (FBO) SERVICES AND FACILITIES AT ASPEN-PITKIN COUNTY AIRPORT

All information requested on this qualification document **MUST** be furnished by the proposer on a form to be provided by the proposer. Statements must be complete, accurate, and must be sworn to (before a notary public) by an officer of the proposer authorized to bind the proposer to the truth of the statements made.

Each response shall be on paper that is 8½”x11” in size. Font shall be Times New Roman, sized no smaller than 12 point. Respondents submission shall not exceed one hundred (100) pages total, any page after page 100 will not be reviewed. Exclusions for cover letters, Proposal Form, personnel résumés, and Template Agreement revisions are permitted by the County. All forms are to be uploaded as their own separate file. Proposals may include pages up to 11”x17” size with each sheet larger than 8.5”x11” counting as two sheets, unless the pages are graphic exhibits.

Any omission, inaccuracy, or misstatement may be cause for rejection of the proposal. The County, in its sole discretion, will determine if the Proposer is qualified as demonstrated through the Notice to Proposer process and information supplied by the Proposer and if necessary through investigations, interviews, site visits, or other means deemed appropriate by the County. Proposers not meeting the minimum requirements will be deemed non-responsive.

1. List the name of the proposer, type of business entity, and, if applicable, the state of incorporation. Please list name exactly as it is to appear on the Fixed Base Operator Lease Agreement. (NOTE: Proposer, if selected, shall carry on its business as a corporation or other entity authorized to do business in the State of Colorado.) Proposer must provide Colorado Secretary of State’s assigned control number.
2. Provide the mailing address of proposer for purposes of notice or other communications relating to the proposal. If address of proposer for purposes of notice or other communications relating to the Fixed Base Operator Lease Agreement will be different, please provide such other address.
3. Provide the name, title, address, electronic mail address, and telephone number of contact of the proposer.
4. Explain in detail the duration and extent of proposer’s experience in the FBO business.
5. Provide a detailed description of the approach to FBO services to be offered at the Airport (a basic description of how Proposer will proceed with FBO services) to include the following:

- a. Operations Plan. Provide a complete and detailed narrative description of the Proposer's scope of operations, setting forth specifically each business activity proposed and the scope of such activity. Include proposed fees and charges.
 - b. Customer Service Plan. Provide a complete and detailed narrative description of the Proposer's customer service plan that includes the ability to meet the needs/requests of customers as well as a means for resolving customer complaints.
 - c. Management Structure and Operating Personnel Schedule. Provide a complete description of the Proposer's proposed management structure and operating personnel schedule. Identify the individual that will be the primary day-to-day contact on this project. Include resume(s), outlining the experience and qualifications, of the personnel Proposer would assign to the FBO, and job descriptions, including a list of specific job duties.
 - d. Marketing Program. Describe the marketing program Proposer plans to use in attracting general aviation activity to the FBO. Include Proposer's estimated annual advertising budget.
 - e. Movable Equipment. Provide a complete description of movable equipment Proposer plans to use and the investment therefore. Describe the parts inventory proposed to be maintained and the investment therein.
6. Explain how the design and operation of the Current and New FBO Facilities will address the environmental items contained in BOCC Resolution 105-2020 and enumerated in Subparagraphs III.B -D. of the Procurement Process and Requirements section of this RFP.
 7. Provide a complete Financial Offer form, which is attached as Attachment F to the Request for Proposals. Offers must include a Minimum Annual Guarantee (MAG) of at least Two Million Two Hundred Twenty Five Thousand Dollars (\$2,225,000).
 8. Provide the proposed Term of the Agreement sought by Proposer (not to exceed 30 years).
 9. Provide the names and addresses of major FBOs operated by the proposer during the past ten (10) years (2012-2022). Indicate the number of years each such FBOs had been operated by the proposer (No more than five required.)
 10. Provide the names, addresses, phone numbers, and electronic mail addresses for five (5) references that can attest to Proposer's qualifications to provide FBO services similar to those sought by the County.
 11. List the names, location, and date of any airport FBO contracts that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years (2017-2022). If applicable, explain, in detail, why such contracts were terminated. If not applicable, add a statement to that effect.
 12. Provide a detailed description of any judgments terminating, or any pending or threatened lawsuits for the termination of any FBO contract or agreement operated at any airport by your firm or by a wholly owned subsidiary.
 13. Provide evidence and details documenting proposer's ability to finance and construct FBO facilities in the amount of \$50 million within the past five (5) years (2017-2022) to include photographs and descriptions of facilities constructed by the proposer.

14. Provide a description of the minimum dollar amount Proposer will invest in the design and construction of New FBO Facilities for the West Side Development and East Side Redevelopment Areas at the Airport.
15. Submit complete financial reports for the last three (3) completed fiscal years showing proposer's assets and liabilities. The report so furnished must be certified by a certified public accountant, or the proposer's Chief Financial Officer, and must fairly present the value of the proposer's unencumbered capital assets.
16. Provide evidence of ACDBE participation as stipulated in Section 15 of this RFP.
17. Indicate whether your firm has ever defaulted on a performance bond or defaulted on a contract for the operation of a FBO at an airport. If yes, please provide details and contact information to verify.
18. Offer any other information your firm desires to submit for consideration by the County in evaluating its proposal.

ATTACHMENT "B" TO THE RFP

**PROPOSAL FORM
FOR
GENERAL AVIATION/FIXED BASE OPERATOR (FBO)
SERVICES AND FACILITIES
AT ASPEN-PITKIN COUNTY AIRPORT**

DATE: _____

Pursuant to your published notice of receiving proposals for the right and privilege of operating a GENERAL AVIATION/FIXED BASE OPERATOR (FBO) AT ASPEN-PITKIN COUNTY AIRPORT, the undersigned hereby submits its proposal for the operation of such license based on and subject to the terms, provisions and conditions contained in the Information for Proposers, the documents and agreements related or attached thereto, and the written commitments of the undersigned attached hereto, all of which documents have been read by the undersigned and to which the undersigned agrees.

Based upon the terms, provisions and conditions of said documents, agreements, and commitments, the undersigned hereby agrees, for the right and privilege of operating a FBO at the Aspen-Pitkin County Airport ("Airport"), in addition to paying the other fees and charges set forth in the form of the County's Fixed Base Operator Lease and Use Agreement ("Agreement") attached as Appendix D to the RFP, to pay to Pitkin County ("County"), the greater of its Gross Receipts (as defined in the Agreement), or the following Minimum Annual Guarantee for the first Agreement Year, which Minimum Annual Guarantee for the first agreement year of the Agreement shall be as follows:

First Agreement Year Minimum Annual Guarantee: \$ _____

Should the undersigned become a successful proposer and be awarded the right to operate at the Airport, the undersigned agrees to execute the County's Agreement within fifteen (15) days from the award notice date.

Accompanying this proposal is either a cashier's check, certified check, treasurer's check, or a proposal bond in the amount of \$10,000.00 payable to Pitkin County, Colorado as liquidated damages in the event the undersigned is a successful proposer and fails to execute the Agreement or otherwise fails to comply with the requirements as set forth in the Agreement within fifteen (15) days after receipt of written notice of the award from the County.

It is understood, agreed, and acknowledged that the County reserves the right to reject any and all proposals and to waive any informalities, technicalities, and irregularities in the proposals received to the extent permitted by applicable law, and to accept any proposals, which in its sole discretion, is in the best interest of the Airport, if permitted by applicable law, and to re-advertise for proposals.

The undersigned hereby acknowledges receipt of Addendum Nos. _____, _____, _____, _____, _____ to the County's Request for Proposals for General Aviation/Fixed Base Operator Services and Facilities.

Respectfully submitted,

PROPOSER'S NAME

By: _____

Title: _____

Address: _____

ATTEST: _____

ATTACHMENT "C" TO THE RFP

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn upon oath, deposes and says:

Individual: That he is an individual doing business under the name of _____, in the State of _____.

Partnership Only: That he is the duly authorized representative of a partnership doing business under the name of: _____, in the State of _____.

Limited Liability Company (LLC) Only: That he is a duly authorized representative of a LLC doing business under the name of: _____, in the State of _____.

Corporation Only: That he is the duly authorized, qualified, and acting as _____ of _____, a corporation, organized and existing under the laws of the State of _____.

and that he, said partnership, LLC, or said corporation, is filing herewith a Proposal to Pitkin County, Colorado in conformity with Attachment "B" - Proposal Form.

Individual Only: Affiant further states that the following is a complete and accurate list of the names and address of all persons interested in said proposed Agreement:

Name

Address

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses for the members of said partnership:

Name

Address

Corporation Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the officers and directors of said corporation:

Name

Address

President

Vice President

Secretary

Treasurer

Directors

And, that the following officers are dully authorized to execute Agreements on behalf of said corporation:

LLC Only:

Affiant further certifies that the following is a true and correct list of the names and addresses of the current officers of this Limited Liability Company as of the present date:

Name

Address

And, that the following officers are duly authorized to execute Agreements on behalf of said Limited Liability Company:

Affiant further states that the proposal approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone other than its representatives to fix the price of said proposer or of any other proposer; that all statements contained in such proposal are true; that said proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except its representatives.

Further, affiant sayeth not:

Signature _____

Title _____

SUBSCRIBED AND SWORN to me this _____ day of _____ 2022.

Notary Public for the State of Colorado

Title _____

My Commission expires _____

ATTACHMENT "D" TO THE RFP

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Colorado, as SURETY, are held and firmly bound unto Pitkin County, Colorado, as obligee, hereinafter called the COUNTY, in the penal sum of Ten Thousand and no/100, dollars (\$10,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith submitting his or its proposal for General Aviation/Fixed Base Operation Services and Facilities at Aspen-Pitkin County Airport, said proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said proposal submitted by the said PRINCIPAL be accepted, and the Agreement be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed Fixed Base Operator Lease Agreement and shall furnish payment bonds as required by the proposal and Agreement Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Fixed Base Operator Lease Agreement and furnish said bond, the SURETY hereby agrees to pay to the COUNTY the penal sum as liquidated damages.

SIGNED AND SEALED this _____ day of _____, 2022.

Principal

By

By Attorney-in-fact

(A certified copy of the agent's power-of-attorney must be attached hereto.)

ATTACHMENT "E" TO THE RFP

**CORPORATE INQUIRY WAIVER
AUTHORITY FOR RELEASE OF INFORMATION**

I hereby authorize full disclosure to the County of all financial information concerning the business, its owner(s) or shareholders, for the purpose of determining qualifications and financial solvency to engage in business at the Airport. This may include, but is not limited to, business claims, financial and credit status, outstanding litigation and any other type of financial information pertinent to the operation of the proposed business, regardless of confidentiality status.

I hereby release the County and members of the organization from any liability or damage which may result from furnishing the information requested above. I understand that the County will not reveal the contents of any confidential reports received.

Signature

Date

THIS FORM MUST BE NOTARIZED

State of _____

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and signed the forgoing instrument. Witness my hand and seal, this ____ day of _____, 2022.

Notary Public

My Commission Expires