CITY OF LONGMONT | Vance Brand Airport Advisory Board

AGENDA
AIRPORT ADVISORY BOARD
CITY COUNCIL CHAMBERS
350 Kimbark St.
Thursday, October 13, 2022 -- 6:00 PM
Regular Meeting (In Person Only)

1. Call to Order
2. Roll Call
3. Public Invited to be Heard
4. Approval of the September 2022 Minutes
5. Updates from the Airport Manager (Levi Brown)
6. Information Items
   i. Presentations to include for AAB discussions - (Levi Brown)
   ii. Engineering consultant update - (Phil Greenwald)
   iii. Airport leases - attachment - (Levi Brown)
7. Action Items
   i. Rates & Fees Update - attachment - (Levi Brown)
   ii. Select two (2) board members for AAB Board member selection committee – (Levi Brown)
   iii. Finalize Airshow Date - (Levi Brown)
8. Final Public Invited to be Heard
9. Board, City Council Representative and/or Staff Comments
   i. Ideas for future agenda items
9. Adjourn

*Notice: In the event the Airport Advisory Board does not reach a quorum of 4 board members, the board is required to adjourn.

MINUTES
Airport Advisory Board
September 8, 2022

CITY COUNCIL CHAMBERS

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1. CALL TO ORDER

The September 8, 2022, Airport Advisory Board meeting was called to order by Chairperson Harrison Earl at 6:00 p.m. in the City Council Chambers.

2. ROLL CALL

Stephanie Nguyen, Recording Secretary, called roll. Those present were Chairperson Earl and Board Members Steve Bliss, Malcolm Dean, Melinda Jordan, Tallis Salamatian, and City Council Member Marcia Martin. Board Member Russell Robison arrived at 6:05 p.m.

City Staff present were Phil Greenwald, Transportation Planning Manager; Levi Brown, Airport Manager; and Stephanie Nguyen, Recording Secretary.

3. PUBLIC INVITED TO BE HEARD

Chairman Earl opened the Public Invited to be Heard.

Keith Griffith, 7066 Johnson Circle, spoke regarding the future of the airport and suggested the idea of adding pocket parks around the airport perimeter as a possible improvement project.

Seeing no one else wishing to speak with the board, Chairman Earl closed Public Invited to be Heard.

4. APPROVAL OF MINUTES

i. February 10, 2022 – Minutes

BOARD MEMBER JORDON MOVED, SECONDED BY DEAN, TO APPROVE THE FEBRUARY 10, 2022, MINUTES AS PRESENTED.

MOTION CARRIED: 6-0

ii. July 14, 2022 – Minutes

BOARD MEMBER JORDAN MOVED, SECONDED BY DEAN, TO APPROVE THE JULY 14, 2022, MINUTES AS PRESENTED.

MOTION CARRIED: 6-0

5. UPDATES FROM AIRPORT MANAGER

Levi Brown, Airport Manager, provided an update regarding current projects at the Airport:

- Rates and Charges Updates – Waiting on information required to add this to the next agenda
- South Side Sewer Project - Slated for work late October to December
- Airport Striping – Stage one should begin soon based on contractor's schedule
- Airport Mowing – Completed via L&M Enterprises (temporary contract)
- Federal Aviation Administration (FAA) Inspections - Will be conducted week of September
- FAA Capital Improvement Project (CIP) Planning Kickoff - Starts this month through October; working with engineers to discuss potential projects

6. INFORMATION ITEMS

i. LEASE TERMS UPDATE

Levi stated that, going forward, all new leases will be 30 years with a renewal option of another 20 years, not to exceed a maximum of 50 years. After the 50-year mark, a new lease will be negotiated.

ii. PRESENTATIONS TO INCLUDE FOR AAB DISCUSSIONS

Levi Brown and Chairman Earl discussed suggestions for presentations in future meetings, including airport finance, public funding sources, use agreements/relationships, public/private partnerships, private funding, financial structures and flows/financial sheets, Federal Aviation Administration (FAA) targets for funding, transportation electrification, FAA NextGen, changes in air mobility, next generation airport infrastructure, multimodal transportation systems, unmanned air vehicles, benchmarking into other airports.

Board members added the following potential discussion items: air show dates, energy storage, runway extension, development of a new fixed base operator (FBO), a new restaurant, and more hangers, etc. The board further discussed prioritizing topics in order of importance.

Council member Martin gave information regarding a draft resolution addressing airport sustainability that could potentially provide grant money to fund electrification efforts and offered to share the information with interested board members.

7. ACTION ITEMS

i. SELECT BOARD MEMBER FOR RFP FOR ENGINEER

Vice Chair Jordan asked for volunteers from the board to assist with the Request for Proposal (RFP) process for hiring a new engineering firm as the current contract ends in December.

Board member Salamatian volunteered. Levi Brown, Airport Manager, described the details and duties of the position.

VICE CHAIR JORDON MOVED, SECONDED BY ROBISON, TO MAKE BOARD MEMBER SALAMATIAN AN AIRPORT ADVISORY BOARD (AAB) REPRESENTATIVE FOR THE REQUEST FOR PROPOSAL (RFP) PROCESS FOR AN ENGINEERING FIRM.

MOTION CARRIED: 6-0

ii. SELECT BOARD MEMBER FOR RFP FOR SOUTH SIDE DEVELOPMENT

Vice Chair Jordan asked for volunteers from the board to engage in the Request for Proposal (RFP) process specifically for the Southside Development project. Levi Brown, Airport Manager, gave more information regarding the nature of the position. Board member Dean volunteered for the position.

VICE CHAIR JORDON MOVED, SECONDED BY SALAMATIAN, TO APPOINT BOARD MEMBER DEAN AS THE AIRPORT ADVISORY BOARD (AAB) REPRESENTATIVE FOR THE RFP FOR THE SOUTH SIDE DEVELOPMENT PROCESS.

MOTION CARRIED: 6-0

8. FINAL CALL – PUBLIC INVITED TO BE HEARD

Chairman Earl opened the final Public Invited to be Heard.

Dave Kopf, 229 Airport Road, Unit 33, spoke regarding the lease term update from the July 14, 2022, meeting. He stated that his information from the Federal Aviation Administration/Aircraft Owner and Pilots Association (FAA/AOPA) indicated that a 30-year lease with a 30-year renewal option was not a grant assurance violation. Mr. Kopf emphasized the importance of the 30 plus 30-year leases and asked that the board reconsider any changes to lease terms going forward. Mr. Kopf also requested a response to a letter of concern sent to the airport a few weeks prior to this meeting. Phil Greenwald, Transportation Planning Manager, responded that a response letter had been sent via USPS.

Mark Arnold, 8243 Cattail Drive, spoke to the list of Airport Advisory Board (AAB) discussion items and asked to add the following: photovoltaic (PV) utility cell solar power generation units for the airport infield as utilized by other domestic and international airports; and unleaded aviation fuel farm capability options.

Seeing no one else wishing to speak with the board, Chairman Earl closed Public Invited to be Heard.

9. BOARD, CITY COUNCIL REPRESENTATIVE AND/OR STAFF COMMENTS

Vice Chair Jordan noted that the air show still needs a solid date and suggested that a leadership group and volunteer recruitment happen as soon as possible.

Chairman Earl stated that his would go on next month’s agenda.

Vice Chair Jordan also mentioned that there will be board member seats open this year and invited meeting attendees to apply.

Board Member Robison gave an update regarding pending air boss certification and the opportunity to link that with next year's air show. Board Members Robison and Jordan had a conversation regarding Department of Defense (DOD) requirements and deadlines and possible air show participants.

Chairman Earl stated that he would be interested to discuss the additional Airport Advisory Board (AAB)topics brought up by Mr. Arnold during Public Invited to be Heard, and that he would be interested in discussing the draft resolution that Council Member Martin addressed.

Council Member Martin noted that there is currently no way for board members to add agenda items for the next meeting, a feature of City Council meetings, and suggested that a section be added to the Airport Advisory Board (AAB) agenda allowing for this activity. She also discussed the feasibility of the addition of photovoltaic (PV) cells on the infield based on the city's constraints due to its contract with Platte River Power Authority (PRPA), suggesting the possibility of adding solar units to hangers as allowed by state law and Longmont's contract with PRPA. Martin offered to meet with 1 – 2 delegates from the AAB to further discuss this topic.

Board member Robison asked Airport Manager, Levi Brown, about the Fixed Base Operator (FBO) contract end date and its exclusivity. Phil Greenwald, Transportation Planning Manager, stated that they would provide an exact end date on the FBO lease terms. Levi Brown, Airport Manager, stated that they are not allowed to build another FBO per grant assurance guidelines.

10. Adjournment

Meeting was adjourned at 6:57 p.m.

Respectfully submitted,

Chairperson
Airport Advisory Board

SN/09/08/2022

VANCE BRAND MUNICIPAL AIRPORT
HANGAR PARCEL PARCEL NAME LEASE

THIS LEASE made and entered as of the_____day of_____, 20##, between the City of Longmont, Colorado, a municipal corporation, whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501, hereinafter called the "City," and LEESEE(S) NAME, whose mailing address is LESSEE(S) ADRESS, hereinafter called the "Lessee."

THE PARTIES' RECITALS ARE AS FOLLOWS:

The City is owner and operator of the Vance Brand Municipal Airport, together with the land on which the airport is located in the City of Longmont, County of Boulder, State of Colorado, hereinafter called the "Airport;" and

APPROPRIATE RECITALS

IN CONSIDERATION of the recitals, mutual promises, terms and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties covenant and agree as follows:

1. Land Parcel

1.1 The City leases unto the Lessee, for the term, use and under the conditions herein, the real property on the Airport described in Exhibit "A," attached hereto and made a part hereof, and hereinafter called the "Premises," consisting of SQUARE FEET, more or less, and known as PARCEL NAME.

2. Term

2.1. The term of the Lease shall be twenty (20) years, commencing on the date this Lease is fully executed by both parties. The Lessee shall have the option to negotiate with the City for renewal of the Lease for an additional twenty (20) year period. [CR1]The Lessee shall notify the City not less than sixty (60) days before the expiration of the Lease if the Lessee desires to exercise the option. If the parties do not agree upon terms and conditions for renewal thirty (30) days before the expiration of the Lease, the option to negotiate shall expire without further notice. The Lessee shall remove all hangars from the Premises before expiration of the Lease, except for any hangar the City may purchase according to Section 2.2.

2.2. If at any time Lessee desires to sell, assign, or otherwise transfer its interest on the Leased Premises under this Agreement, including any hangars or other improvements existing on the Leased Premises, to a third party or entity, and has obtained a bona fide offer for such sale or transfer, Lessee must first offer to sell, assign, or otherwise transfer such interest to the City, at the same price as such bona fide offer, and the City shall have the right to purchase Lessee's interest under such price.

Such offer must be in writing and state the name of the proposed transferee and the price terms of the proposed sale or transfer. The City shall have the right for a period of thirty (30) days after written receipt through certified mail of the offer from Lessee to elect to purchase Lessee's interest (such thirty (30) day period referred to as the "Election Period"). Following the City's exercise of the right of first refusal, the City and Lessee shall enter into a purchase agreement to purchase the hangar or other improvements, contingent on approval by the City Council of the City of Longmont and compliance with all applicable provisions of the City of Longmont Charter and Municipal Code. The City shall not incur any liability whatsoever if the purchase agreement is not approved by City Council.

If the City does not desire to purchase Lessee's interest, Lessee may then sell, assign, or otherwise transfer its interest in this Agreement to the person making the said offer, at the price and terms set forth in the offer, subject to any other requirements of this Agreement. If Lessee fails to close such sale within ninety (90) days after the expiration of the Election Period, any proposed sale, assignment or other transfer thereafter shall again be subject to this Article. This right of the City shall be continuing and shall apply to any subsequent sale, assignment or other transfer of Lessee's interest under this Agreement.

~~2.2.~~*2.3.* The City shall have the option of purchasing any or all the hangars the Lessee may construct on the Premises, on expiration of the Lease, at fair market value. The parties shall determine the fair market value by the average amount of two appraisals. Each party shall obtain an appraisal by a qualified land appraiser at the party's own expense. The parties may waive the appraisals if they can otherwise agree upon the purchase price.

~~2.3. Notwithstanding any other provision of this Lease, this Lease is conditional upon LESSEE(S) executing a Termination of Lease for PARCEL NAME. If LESSEE(S) do not execute a Termination of Lease for PARCEL NAME, this Lease shall be null and void and neither party shall have any further obligations hereunder.~~[CR2]

3. Lease Rate and Other Fees

3.1. Lease Rate. The Lessee shall pay the City for use and occupancy of the Premises the annual sum of $SUM, payable in advance and hereinafter called the "Base Annual Lease Payment." The initial calculation of the Base Annual Lease Payment shall be the gross square footage of the Premises, as established in Article 1 above, multiplied by a rate of $RATE per square foot. The first Base Annual Lease Payment shall be due upon full execution of this Lease. The Base Annual Lease Payment for the next year and all subsequent years shall be paid on or before the anniversary date of the Lease. The Base Annual Lease Payment shall increase each year on the anniversary date of the Lease by adding an inflationary adjustment which shall be equal to the inflation increase as defined by the Consumers Price Index for All Urban Consumers for the Denver-Aurora-Lakewood Metropolitan Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor (CPI). If publication of the CPI is discontinued, any

similar index published for the Longmont area and recognized by the financial community, as a substitute for the CPI shall be used in its place. In no event shall the Lease Rate be less than the Base Annual Lease Payment.[CR3]

3.2. Utility Services. The Lessee shall be responsible for and pay all costs for utility services.

3.3. Other Fees. The Lessee shall pay all fees and assessments by the City charged to Hangar Operators on airport uses or aeronautical activities.

3.4. Late Payment. Any payment not paid when due will be a default of the terms of the Lease. If the City starts collection procedures or incurs any costs in collecting a payment, the Lessee agrees to pay all the City's expenses therewith, including reasonable attorneys' fees.

3.5. Place and Manner of Payments. All payments by the Lessee to the City shall be made at the City of Longmont, Department of Finance, 350 Kimbark Street, Longmont, Colorado 80501, or at such other place as the City may designate by notice in writing to the Lessee. Any check received by the City shall be subject to collection. The Lessee agrees to pay all bank charges incurred by the City for the collection of any check.

4. Authorized Use

4.1. The Lessee shall occupy the Premises, and improvements constructed thereon, as a hangar facility for the storage of aircraft, aircraft parts, aircraft tools and aircraft equipment owned or leased by the Lessee, and for other purposes, as stated in section 13.39.050 of the Longmont Municipal Code, Hangars, as adopted or amended from time to time. Determination of the appropriateness of the items to be in storage shall be the sole responsibility of the Airport Manager or the City Manager's designee. The Lessee shall have no right to use the Premises, or any improvements thereon, other than as specifically allowed under this paragraph. The Lessee shall perform all activities on the Premises according to federal aviation regulations and the Vance Brand Airport Rules and Regulations, as adopted or amended from time to time.

4.2. The Lessee shall not use the Premises as an aviation Fixed Base Operator (FBO) as those terms are defined in the Vance Brand Airport Rules and Regulations, as amended. Determination of whether the Lessee's use constitutes an FBO shall be within the sole discretion of the Airport Manager or the City Manager's designee.

4.3. Other than the Lessee performing maintenance on the Lessee's own aircraft, a certified mechanic may perform maintenance for hire only after obtaining a commercial permit to conduct business at the Airport from the Airport Manager or the City Manager's designee.

4.4. The Lessee shall not park or leave aircraft on the taxiways or the Premises in a manner that interferes with or obstructs access to adjacent hangars or the runway. Parking for automobiles shall be permitted only in City designated parking areas or within the hangar.

4.5. Within thirty (30) days of the initial occupancy of the Premises by the Lessee, the Lessee shall notify the Airport Manager of the type and federal registration number of all aircraft to be kept on the Premises.

5. Construction of Improvements

5.1. The Lessee shall construct only those improvements delineated and described in a City approved site plan, and agrees to the following terms and conditions:

5.1.1. To comply with all applicable provisions of the Longmont Municipal Code, including the Longmont Public Improvement Design Standards and Construction Specifications and the Electric Utility Rates and Regulations Governing Electric Service;

5.1.2. To construct all on and off-site public improvements the City determines in its discretion are necessary to serve the Premises;

5.1.3. To submit plans for all public and private improvements for review according to the City's Development Review Procedures;

5.1.4. To construct all improvements in a good and workmanlike manner according to the applicable codes, rules and regulations of the Airport and the City, as adopted or amended from time to time;

5.1.5. To construct all soil improvements, including septic or similar systems, pursuant to permits as may be required and issued by the County of Boulder and/or the City;

5.1.6. To complete all improvements and occupy the same within twelve (12) months of the date stated in the preamble;

5.1.7. To furnish the City with a financial guarantee in a form and issued by a corporate surety or bank acceptable to the City before commencing construction in an amount equal to 50 percent of the total cost of construction of the improvements. The City shall have the right to use the financial guarantee for removal of improvements if the Lessee does not complete or abandons construction within twelve (12) months of the date stated in the preamble.

5.2. The Lessee shall, in addition to all payments under the Lease, be responsible for all costs to extend utility lines to the Premises, including all costs associated with community investment fees, connection fees, tap fees, meter fees, and any other applicable fees that are charged by the City or utility companies. This paragraph shall not require the Lessee to connect to utilities not required by the Longmont Municipal Code.

6. Maintenance Obligations

6.1. The Lessee, at the Lessee's expense, shall maintain the public and private improvements delineated and described on the site plan for the Premises, and keep them in a safe, sanitary, orderly, and sightly condition and in good repair.

6.2. The Lessee shall be responsible for the cost of mitigating and cleaning up any environmental contamination of the Premises or improvements thereon caused by the Lessee, the Lessee's contractors, subcontractors, agents, members, stockholders, employees, invitees, subtenants or successors.

7. Signs

7.1. The Lessee shall not erect, paint or maintain any signs on the Premises without securing the prior written consent of the City.

8. Indemnification

8.1. The Lessee assumes the risk of loss or damage to any improvements on the Premises whether from windstorm, fire, earthquake, snow, water run-off, soil conditions, or any other causes whatsoever.

8.2. The Lessee warrants, covenants and agrees that it shall indemnify and save harmless the City, during and after the term of the Lease, from all demands, claims, costs, causes of action or judgments, and from all expenses and attorneys' fees that the City may incur in investigating or resisting the same, arising from or out of any negligence or nonperformance of a term, condition, warranty, covenant, or work by the Lessee, or the Lessee's contractors, subcontractors, agents, members, stockholders, employees, invitees, subtenants or successors.

8.3. Nothing in this Lease shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments or defenses available to the City under common law or the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S.

9. Insurance

9.1. Within ten (10) days of the date stated in the preamble, the Lessee shall provide all certificates of insurance and endorsements to the Airport Manager.

9.2. The Lessee shall purchase and maintain for the full period of the Lease, including any additional option period, at the Lessee's sole expense, insurance policies providing minimum coverage as follows:

9.2.1. Commercial general liability insurance with occurrence form coverage for personal injury, bodily injury, and property damage from liability arising out of ownership, use, occupancy or maintenance of the Premises, and all areas appurtenant thereto, with minimum coverage of not less than $1,000,000 for any single occurrence; and

9.2.2. All-risk property and casualty insurance with occurrence form coverage against loss or damage to improvements on the Premises by fire, lightning, windstorm, hail, explosion, riot, aircraft, vehicles, smoke and other risks commonly included in extensive coverage policies, with limits equal to the replacement cost value of all improvements; and

9.2.3. If Lessee conducts commercial activities on the Premises, comprehensive automobile liability insurance with minimum coverage of not less than $1,000,000 for commercial automobiles used in conjunction with Lessee’s commercial activities; and

9.2.4. All other forms of insurance imposed by state law or customarily maintained by lessees of similar property and improvements.

9.3. For the full period of construction of any improvements on the Premises, including any warranty period, the Lessee, or the Lessee's contractor, shall purchase and maintain, at no expense to the City, insurance policies providing coverage as follows:

9.3.1. Commercial general liability insurance with occurrence form coverage for personal injury, bodily injury, and property damage--which shall include explosion and collapse, underground hazard, products/completed operation, contractual liability, broad form property damage, and owner’s/contractor's protective coverage--with minimum coverage of not less than $1,000,000; and

9.3.2. Comprehensive automobile liability insurance with minimum coverage of not less than $1,000,000; and

9.3.3. Workers' compensation insurance as required by law.

9.4. All liability insurance policies shall contain an endorsement naming the City of Longmont, Colorado, a municipal corporation, its Council members, officers, agents, employees and volunteers, as additional insured parties with respect to all activities the Lessee may perform under the Lease. All insurance policies shall be primary coverage, non-contributory by the City.

9.5. Only insurance companies with authority to issue policies in Colorado shall provide insurance coverage under the Lease.

9.6. For the term of the Lease, the Lessee shall not cancel, materially change, or fail to renew the insurance coverage and agrees to notify the Airport Manager of any material reduction or exhaustion of aggregate policy limits.

9.7. If the improvements on the Premises are damaged or destroyed during the term of the Lease, the Lessee will, as soon as practical after the casualty, restore the improvements as nearly as possible to the condition which existed immediately before the damage or destruction. The Lessee will not receive any offset or abatement of any payments or extension of the term of the Lease as a result of deprivation or limitation of use of the improvements. The Lessee will apply all insurance proceeds to the costs of full restoration of the improvements with any balance of insurance proceeds paid to the Lessee.

9.8. Nothing in this Article shall limit the extent of the Lessee's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from the Lessee's performance or nonperformance under the Lease.

10. Removal of Improvements

10.1. The Lessee shall own any hangar it constructs and have the right at any time during the term of the Lease, when not in default, to remove said hangar from the Premises, along with all personal property within the hangar.

11. Inconvenience During Construction

11.1. The Lessee recognizes that, from time to time, during the term of the Lease it may be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, maintenance and repair for the Airport to be suitable for air traffic and flight activity. The Lessee agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of such temporary inconvenience or interruption, and waives any right to claim damages or other consideration thereof. This waiver shall not extend to, nor be construed to be a waiver of, any claim for physical damage to property resulting from negligent misconduct by the City.

12. State of Colorado Stormwater Permit

12.1. The Lessee agrees to comply with the rules and regulations of the Colorado Discharge Permit System (CDPS) general permit for discharge of stormwater from the Airport.

The Lessee shall adhere to all CDPS general permit requirements as well as comply with the Stormwater Management Plan (SWMP) developed by the Airport Manager.

12.2. The Lessee shall follow the good housekeeping practices prescribed in the SWMP, comply with the spill prevention and response plan, implement the best management practices prescribed in the SWMP, adhere to any other reporting and monitoring requirements outlined in the SWMP, and follow any future promulgations by the Colorado Department of Health.

13. Rules, Regulations and Reservations

13.1. The Lessee shall comply with the Vance Brand Airport Rules and Regulations, and all applicable rules and regulations of the City, as adopted or amended from time to time.

13.2. The Lessee shall require all employees, subtenants, sublessees, invitees, and those doing business with the Lessee, while on the Premises, to comply with the Vance Brand Airport Rules and Regulations, and all applicable rules and regulations of the City, as adopted or amended from time to time.

13.3. The Lessee shall obey all pertinent Federal Aviation Administration Regulations, as adopted or amended from time to time.

13.4. The City reserves its rights under the Lease to:

13.4.1. Develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance; and

13.4.2. Maintain and keep in repair, without obligation to the Lessee, the Airport landing area and public facilities, together with the right to direct and control all activities of the Lessee in this regard; and

13.4.3. Maintain for the use and benefit of the public, the 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 operation of aircraft, now known or hereafter used for navigation or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport; and

13.4.4. For its officers, employees and representatives to enter and inspect or protect the Premises during reasonable business hours, and at any time there is an emergency; and

13.4.5. Use any portion of the Premises outside a hangar for public utilities and as ingress and egress for public use and rights-of-way; and

13.4.6. Use, repair, install, replace and maintain public utilities and rights-of-way on, over or under the Premises. The City will repair, in good and workmanlike manner, any damage done to the Premises and improvements as the result of public utility work done hereunder.

14. Federal Aviation Administration

14.1. The Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States regarding operation or maintenance of the Airport.

14.2. The Lessee shall obey the notification and review requirements covered in Part 77 of the Federal Aviation Administration Regulations if it constructs any future structure or hangar, or modifies or alters any present or future improvement on the Premises.

14.3. Nothing in the Lease shall grant or authorize the granting of an exclusive right within the meaning of section 308 of the Federal Aviation Act.

14.4. The Lessee covenants and agrees not to use the Premises in a manner which might interfere with the landing or taking off of aircraft from the Airport or otherwise constitute a hazard to aviation. The City shall have the right to enter upon the Premises and cause the abatement of such interference at the expense of the Lessee.

14.5. If the United States, or an agency thereof, shall take over control of the entire Airport, both the City and the Lessee shall be released from the terms and conditions of the Lease during the period of such governmental action.

14.6. During war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States for military use. If the City executes such a lease, the provisions of the Lease shall be suspended in so far as they are inconsistent with the lease to the United States.

14.7. The Lease is subject and subordinate to all existing or future terms, reservations, regulations, restrictions, provisions, conditions and statutes of the United States, and any existing or future agreements between the City and the United States, relative to the operation, use or maintenance of the Airport and its appurtenant facilities.

15. Assignments and Subletting

15.1. This Lease may not be assigned by the Lessee without the prior written consent of the City, which may be granted or withheld in the City's sole discretion.

15.2. The Lessee may not sublet the Lease without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The City Manager or designee may consent on behalf of the City. If the City consents to the sublease, the Lessee shall remain liable under the terms and conditions of the Lease.

16. Surrender and Holding Over

16.1. The Lessee covenants and warrants that on expiration, termination or cancellation of the Lease, the Lessee will quit and surrender the Premises in a good state and condition,

reasonable wear and tear excepted. The Lessee further covenants and warrants that all improvements--other than any hangar the Lessee constructs and the Lessee's personal property--installed, erected, attached, or placed by the Lessee in, on or about the Premises under the terms of the Lease shall remain on the Premises as property of the City.

16.2. Should the Lessee hold over or continue to occupy the Premises after expiration, termination or cancellation of the Lease, such holding over may, at the City's option, be deemed merely a tenancy for successive monthly terms upon the same conditions as otherwise provided in the Lease.

17. Breach or Abandonment

17.1. At the City's option, each of the following shall be a material breach and default under the Lease:

17.1.1. The Lessee fails to make a payment when due.

17.1.2. The Lessee breaches or fails to comply with any other provision of this Lease and such breach or failure continues for thirty (30) days after the City gives the Lessee written notice requiring compliance with the provision.

17.1.3. The Lessee's interest under the Lease or Premises is assigned or conveyed to any other party, except as expressly authorized in this Lease.

17.1.4. The Lessee files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily takes advantage of any such laws by answer or otherwise, or dissolves or makes an assignment for the benefit of creditors, or involuntary proceedings under any such laws or for the dissolution of the Lessee are instituted against the Lessee, or a receiver or trustee is appointed for the Premises or for all or substantially all of the Lessee's property, and such proceedings are not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

17.1.5. The Lessee's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against the Lessee, or is subject to any attachment by any creditor or claimant against the Lessee and such attachment is not discharged or disposed of within fifteen (15) days after levy.

17.1.6. The Lessee abandons the Premises.

17.2. Upon default, the City may resort to all legal and equitable remedies provided by law, and may recover all damages resulting from the breach, including without limitation the following:

17.2.1. The City may, at the City's option but without obligation to do so, and without releasing Lessee from any obligations under this Lease, make any payment or take any action as the City deems necessary or desirable to cure any default in such manner and to such

extent as the City deems necessary or desirable. The City may do so without additional demand on, or additional written notice to, the Lessee and without giving the Lessee an additional opportunity to cure such default. The Lessee covenants and agrees to pay the City, upon demand, all advances, costs and expenses of the City in connection with making any such payment or taking any such action, including reasonable attorneys' fees, together with interest at 8 percent, from the date of payment of any such advances, costs and expenses by the City.

17.2.2. The City may terminate this Lease, upon written notice to the Lessee, and demand (and, if such demand is refused, recover) possession of the Premises from the Lessee. The Lessee will remain liable to the City for damages in an amount equal to the rent which would have been owed by the Lessee for the balance of the Lease term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by the City subsequent to such termination, after deducting all of the City's expenses in connection with such recovery of possession or reletting. The City will be entitled to collect and receive such damages from the Lessee on the days on which the rent would have been payable if this Lease had not been terminated. Alternatively, at the City's option, the City will be entitled to recover from the Lessee, as damages for loss of the bargain and not as a penalty, an aggregate sum equal to (i) all unpaid rent for any period prior to the termination date of this Lease (including interest from the due date to the date of the award at 8 percent), plus any other sum of money and damages owed by the Lessee to the City for events or actions occurring prior to the termination date; plus (ii) the present value at the time of termination (calculated at the rate commonly called the discount rate in effect at the Federal Reserve Bank of New York on the termination date) of the amount, if any, by which (A) the aggregate of the rent payable by the Lessee under this Lease that would have accrued for the balance of the Lease term after termination exceeds (B) the amount of such rent which the City will receive for the remainder of the Lease term from any reletting of the Premises occurring prior to the date of the award, or if the Premises have not been relet prior to the date of the award, the amount, if any, of such rent which could reasonably be recovered by reletting the Premises for the remainder of the term at the then-current fair rental value, in either case taking into consideration loss of rent while finding a new lessee, lessee improvements and rent abatements necessary to secure a new lessee, and other costs which the City has incurred or might incur in leasing the Premises to a new lessee; plus (iii) interest on the amount described in (ii) above from the termination date to the date of the award at 8 percent.

17.2.3. The City may also, at its sole option, repossess the Premises, expel the Lessee, and remove the Lessee's improvements, all without liability for trespass or for damage or loss to the improvements or the Lessee's operations, and without prejudice to any other remedies available to the City. No such reentry or taking possession of the Premises by the City will be construed as an election by the City to terminate this Lease unless a written notice of such intention is given to the Lessee. No notice from the City or notice given under a forcible entry and detainer statute or similar laws will constitute an election by the City to terminate this Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving the Lessee such written notice, in which event the Lease will terminate as specified in such notice.

17.2.4. Nothing contained in this Lease will limit or prejudice the City's right to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership,

reorganization or dissolution proceeding, an amount equal to the maximum allowable by any laws governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount be greater, equal or less than the amounts recoverable, either as damages or rent, under this Lease.

17.2.5. Time is of the essence. All of the City's remedies are cumulative and not exclusive of one another. The City may exercise any one or more of its remedies and exercise of any such remedy will not prevent the concurrent or subsequent exercise of any other remedy provided in this Lease or otherwise available to the City at law or in equity.

17.2.6. Upon default, the Lessee shall be liable for and pay to the City all of the City's costs and reasonable attorneys' fees incurred as a result of the default.

18. Hazardous Materials

18.1. For the purposes of this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state, political subdivision or local government entity or agency. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under Colorado law, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

18.2. The Lessee shall not cause or permit the use, storage, placement or release of any Hazardous Material on or about the Premises by the Lessee, the Lessee's agents, employees, contractors, subcontractors, subtenants, sublessees or invitees, without the prior written consent of the City's Fire Chief, or designee, and the Airport Manager. If the Lessee breaches an obligation of the preceding sentence, then the Lessee shall indemnify, defend and hold the City harmless from all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the Premises or of any amenity of the Premises, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of the City by the Lessee includes, without limitation, all costs the City incurs with any investigation of site conditions or any cleanup, remedial, removal, or restoration work any federal, state, political subdivision, or local government entity or agency requires because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the above, if the Lessee permits the presence of any Hazardous Material that results in any contamination of the Premises, the Lessee shall promptly take all actions, at the Lessee's sole expense, necessary to return the Premises to the condition existing before the introduction of any such Hazardous Material.

19. Notice

19.1. Any notice to be given under the Lease shall be personally delivered to the Lessee, or served by either party by certified mail, return receipt requested, and directed to the other party at the address in the preamble. When so given, the date of notice shall be effective from the date of the mailing receipt. The Lessee shall be responsible for notifying the City of any change of address.

20. Status of Lessee

20.1. The Lessee shall operate under the Lease as an independent contractor and not as an employee, agent or joint venturer of the City. The Lessee's operations will not be supervised by any employee or official of the City, nor will the Lessee exercise supervision over any employee or official of the City. The Lessee shall not represent that the Lessee is an employee, agent or joint venturer of the City. The Lessee shall supply all personnel, equipment and materials at Lessee's sole expense. **The Lessee is not entitled to Workers' Compensation benefits from the City, and is obligated to pay federal and state income tax on money earned pursuant to the Lease.**

21. Miscellaneous

21.1. No waiver of default by the City of any of the terms, covenants, warranties or conditions hereof to be performed, kept or observed by the Lessee shall be construed as, or operate as, a waiver by the City of any of the terms, covenants, warranties or conditions herein contained, to be performed, kept or observed by the Lessee.

21.2. The Lessee is leasing the Premises in an as is condition. The City makes no covenants or warranties as to the present or future condition, or suitability for a particular use, of the Airport or the Premises. The City shall be under no obligation to maintain the Airport in a particular location or condition. The parties agree that if the Airport shall permanently close or relocate, the use restrictions stated in Article 4 shall not apply, and the Lessee may use the Premises for any lawful use or purpose allowed by the then existing Longmont Municipal Code.

21.3. Article and section headings shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Lease.

21.4. The provisions of the Lease shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

21.5. The Lessee shall perform all terms and conditions of the Lease in strict compliance with all applicable laws, rules, charters, ordinances and regulations, as now exist or are later enacted or amended, of the City, except any future ordinances or regulations adjusting or establishing lease rates, and all county, state and federal entities having jurisdiction over the Airport, the Premises or the Lessee's operations.

~~21.6. Without limiting the provisions of the previous paragraph, if the Lessee is a natural person eighteen years of age or older, the Lessee shall verify his or her lawful presence in the~~

~~United States, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. the Lessee shall verify his or her lawful presence in the United States by: 1) producing (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) executing an affidavit, in substantially the form shown in Exhibit B, stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.~~

~~21.7. If the Lessee executes an affidavit stating that he or she is not a United States citizen, but is lawfully present in the United States, the City shall verify the Lessee's lawful presence through the federal Systematic Alien Verification for Entitlement (SAVE) Program operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section.~~

~~21.8.~~*21.6.* No representations, warranties or certifications, express or implied, shall exist as between the parties, except as specifically stated in the Lease.

~~21.9.~~*21.7.* None of the terms, conditions or covenants in the Lease shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Lessee receiving services or benefits under the Lease shall be only an incidental beneficiary.

~~21.10.~~*21.8.* The Lease is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend the Lease in writing with the proper official signatures attached thereto.

~~21.11.~~*21.9.* Invalidation of any specific provision of the Lease shall not affect the validity of any other provision of the Lease.

~~21.12.~~*21.10.* The Lease shall be governed and construed according to the laws of the State of Colorado.

~~21.13.~~*21.11.* The Lease shall extend to and be binding upon the heirs, successors and assigns of the parties.

~~21.14.~~*21.12.* This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Lease. Facsimile signatures shall be acceptable and binding upon the parties.

EXECUTED the day and year first above written.

CITY OF LONGMONT,
a municipal corporation

MAYOR DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY DATE

PROOFREAD DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER DATE

CA File: ~~20-000943~~

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this_____day of

_____, 20## by_____, as the Mayor of the City of

Longmont.

Witness my hand and official seal.

_____
CITY CLERK, Notary Public

My commission expires:_____.

LESSEE:

_____
LESSEE

By: _____

State of_____)
) ss:
County of_____)

The foregoing instrument was acknowledged before me this_____day of

_____, 20## by_____.
(Name of person acknowledged, i.e. signing agreement)

Witness my hand and official Seal.

My Commission expires_____.

_____
Notary Public

EXHIBIT A

PARCEL MAP HERE

~~EXHIBIT B~~

~~AFFIDAVIT~~

~~I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):~~

_____ ~~I am a United States citizen, or~~
_____ ~~I am a Permanent Resident of the United States, or~~
_____ ~~I am lawfully present in the United States pursuant to Federal law.~~

~~I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.~~

_____ _____
~~Signature~~ **~~Date~~**

Vance Brand Airport
229 Airport Road
Longmont, CO. 80503
(303) 651-8431

Schedule of Rates and Charges

(OPTION 1):

PROPOSED

INTRODUCTION:

As a federally obligated airport, Vance Brand Municipal Airport is required to be as self-sustaining as possible, as well as establish and keep a fee and rental structure that enables it to do so, as well as meet FAA Grant Assurance requirements. Because the Airport is an Enterprise Fund, and required to keep all revenues generated by the airport towards its maintenance and operations, this schedule of rates and charges has been established.

SCHEDULE OF RATES AND CHARGES:

* All rates shown are Minimum Base Rates – If more than one Bid is received for highest and best use, the higher rate can be accepted.

City-Owned Building (Aeronautical):	$0.9410/Sq. Ft.	Annual
Appurtenant Land (Aeronautical):	$0.3576/Sq. Ft.	Annual
City-Owned Building (Non-Aeronautical):	$4.70/Sq. Ft.	Annual
Appurtenant Land (Non-Aeronautical):	$1.11/Sq. Ft.	Annual
Lease Rate for Land to construct improvements upon (Aeronautical):	$0.3576/Sq. Ft.	Annual
Lease Rate for Land with existing lease/improvements (Aeronautical):	$0.3576/Sq. Ft. or Current Lease Rate, whichever is more.	Annual
Lease Rate for Land to construct improvements upon (Non-Aeronautical):	$1.11/Sq. Ft.	Annual
Lease Rate for Land with existing lease/improvements (Non-Aeronautical):	$1.11/Sq. Ft. or Current Lease Rate, whichever is more.	Annual

Fuel Flowage Fee:	$0.06/Gallon	
Non-Airport Based Operator (NABO):	$350.00	Annual
Non-Standard SASO:	$350.00	Annual

Cell Phone Tower: Current Industry Market Rate for such facilities and as negotiated between City of Longmont and Lessee; but never below current industry market rate.

L.M.C. 4.64.040 Permit Fee:

No Exclusive Use and Control of property is Permitted under this section.

Daily Credit of unused days may be issued and used for future dates, but only within the same calendar year. There shall be no credit issued for Weekly, Monthly or Annual Permits.

Annual Permit:	$0.0923~~1073~~/Sq. Ft.	Annual
Monthly Permit ($15 Minimum):	$0.0081/Sq. Ft.	Monthly
Weekly Permit ($5 Minimum):	$0.0020/Sq. Ft.	Weekly
Daily Permit ($5 Minimum):	$0.0003/Sq. Ft.	Daily

~~A credit for airport property maintenance will be provided and applied to subsequent permit fees associated only with use of property covered under this section. The maintenance must be approved in advance by the Airport Manager. The credit amount is determined by the Airport Manager based on what it would cost the airport to have performed the maintenance (ex. Contract grass cutting, grounds maintenance, etc.).~~

The Airport Manager shall determine with reasonable discretion the square footage necessary for *not only* the safe operation*, but also the intended operation* of the Airport and equipment for which the permit is sought. *The location and layout of the a*~~A~~rea*(*s*)* of operation shall be designated by the Airport Manager.

PROPOSED

Vance Brand Airport
229 Airport Road
Longmont, CO. 80503
(303) 651-8431

Schedule of Rates and Charges

(OPTION 2):

PROPOSED

INTRODUCTION:

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SCHEDULE OF RATES AND CHARGES:

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Appurtenant Land (Aeronautical):	$0.3576/Sq. Ft.	Annual
City-Owned Building (Non-Aeronautical):	$4.70/Sq. Ft.	Annual
Appurtenant Land (Non-Aeronautical):	$1.11/Sq. Ft.	Annual
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Lease Rate for Land with existing lease/improvements (Aeronautical):	$0.3576/Sq. Ft. or Current Lease Rate, whichever is more.	Annual
Lease Rate for Land to construct improvements upon (Non-Aeronautical):	$1.11/Sq. Ft.	Annual
Lease Rate for Land with existing lease/improvements (Non-Aeronautical):	$1.11/Sq. Ft. or Current Lease Rate, whichever is more.	Annual

Fuel Flowage Fee:	$0.06/Gallon	
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Monthly Permit ($15 Minimum):	$0.0056/Sq. Ft.	Monthly
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Daily Permit ($5 Minimum):	$0.0003/Sq. Ft.	Daily

~~A credit for airport property maintenance will be provided and applied to subsequent permit fees associated only with use of property covered under this section. The maintenance must be approved in advance by the Airport Manager. The credit amount is determined by the Airport Manager based on what it would cost the airport to have performed the maintenance (ex. Contract grass cutting, grounds maintenance, etc.).~~

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PROPOSED