CITY OF LONGMONT | Vance Brand Airport Advisory Board

AGENDA
AIRPORT ADVISORY BOARD
CITY COUNCIL CHAMBERS
350 Kimbark St.
Thursday, December 8, 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 November 2022 Minutes

5. Updates from the Airport Manager
   i. SW Sewer Project
   ii. Prairie Dog mitigation
   iii. Engineering Consultant Update Schedule

6. Information Items
   i. None

7. Action Items
   i. Sustainability Resolution Recommendation
   ii. Lease Language Recommendation

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
November 10, 2022
CITY COUNCIL CHAMBERS

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1. CALL TO ORDER

The November 10, 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

Kayla Picciau, Recording Secretary, called roll. Those present were Chairperson Earl, Vice Chairperson Melinda Jordan, and Board Members Steve Bliss, Malcolm Dean, Russell Robison, and City Council Member Marcia Martin. Board Member Tallis Salamatian was absent.

Staff present were Phil Greenwald, Transportation Planning Manager, Levi Brown, Airport Manager, and Kayla Picciau, Recording Secretary.

3. PUBLIC INVITED TO BE HEARD

Chairperson Earl opened the Public Invited to be Heard.

Rick Hall, 12 Spruce Drive, questioned why the lease term changed, seeing that in 2018 it passed a ballot referendum and was added to the City Charter. He stated he was working with Mr. Slater before his passing on his 30-year lease and he has yet to see any lease documentation but has received and paid a payment to the city.

Ken Bickers, 153 Princeton Drive, reviewed the history of issues regarding the lease. He stated in 2013 it started as a brainstorming activity by the Airport Advisory Board to increase the development and attract business to the airport. It was on the ballot in 2019 as a ballot charter amendment and failed by 54%. It returned to the ballot in 2020 and it passed.

Keith Griffith, 7066 Johnson Circle, Niwot, gave a progress report regarding the Pocket Park. He stated when he spoke with the city parks department, they said it can take 5/6 years to complete this project. He asked that the board pursue it as a private project, and he also volunteered to coordinate fundraising for the project.

Al Manley, 940 Rangeview Lane, stated his support of the 30-year lease and his disapproval of the first right of refusal.

Ron Krenzel, 1219 North 61st Street, asked why the city or airport has never sought funding from the Federal Aviation Administration.

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

4. APPROVAL OF MINUTES

October 13, 2022 – Minutes Revisions needed:

- Pg 1, line 16, absent misspelled; line 14, Harrison needs to be added to Chairperson Earl; line 36, a line break and his address needs to be added where Howard Morgan spoke.
- Pg 3, line 28, 37 change to “Right of first refusal”
- Pg 4, line 5, “regarding rates and charges”

BOARD MEMBER BLISS MOVED, SECONDED BY BOARD MEMBER ROBISON, TO APPROVE THE OCTOBER 13, 2022, MINUTES AS AMENDED.

MOTION CARRIED: 5-0, (SALAMATIAN ABSENT)

5. UPDATES FROM THE AIRPORT MANAGER

Levi Brown, Airport Manager, provided the following updates regarding current projects at the Airport:

i. SOUTHWEST SEWER PROJECT

Levi Brown, Airport Manager, stated that the project started earlier that week and that excavators are spending more time in the runway safety area than planned. He also stated he is working with the engineers on a plan to reduce runway closures. Levi responded to Board Member Dean's question that the delay shouldn't impact the project budget.

ii. STRIPING

Levi Brown, Airport Manager, stated striping was completed on the runway surface but the taxiways and other striping have not yet been completed. The striping company is assessing their work and they will create an outline of what can be completed with the remaining $60,000 budget.

Responding to a question from a board member, Levi stated that he was unsure of the lifespan of striping and would research that and get back to the board.

iii. PRAIRIE DOG MITIGATION

Levi Brown, Airport Manager, stated the Federal Aviation Administration (FAA) sent a letter about prairie dog mitigation and he will work with the City's wildlife control staff on plans to move forward.

iv. LEASE LANGUAGE STATUS

Phil Greenwald, Transportation Manager, stated that the lease language discussion will be an action item for the December 8th meeting and that motions made at the last meeting will be reviewed. He stated the recommendations made will be presented to the City Council at their December 20th meeting.

Council Member Martin asked two questions about what would have happened before with the standard airport lease, what would have been negotiable and not been negotiable? What would happen to a hanger if someone has come to the end of their lease and walked away? Would ownership revert to the city?

Phil Greenwald asked that Council Member Martin's questions be answered at the December 8th Meeting.

CHAIRPERSON EARL MOVED, SECONDED BY BOARD MEMBER DEAN, TO ASK THE STAFF LIAISON TO INVITE THE CITY ATTORNEY TO ATTEND THE DECEMBER 8TH MEETING.

MOTION CARRIED: 5-0, (SALAMATIAN ABSENT)

Chairperson Earl and Board Member Dean volunteered to work with city staff and City Attorneys before the December 8th meeting to discuss the lease draft and the first right of refusal.

6. INFORMATION ITEMS

i. ENGINEERING CONSULTANT UPDATE SCHEDULE

Levi Brown, Airport Manager, gave an update on the engineering consultant schedule and stated the request for proposals went out two weeks ago and the deadline is November 21, 2022.

Phil Greenwald, Transportation Manager, stated that interviews are set to start on December 5th.

ii. SUSTAINABILITY RESOLUTION UPDATE

Levi Brown, Airport Manager, stated that the City's sustainability staff asked for more time to prepare their presentation.

Chairperson Earl asked that a sustainability resolution draft be added to the December meeting as an action item on the agenda.

Phil Greenwald, Transportation Manager, answered Chairperson Earl's question stating he will create an Airport Advisory Board Memo to give clarity on the two December action items.

Responding to Board Member Robison's question about the Fixed Base Operator (FBO) contract end date, Levi stated he would email out the contract to board members.

iii. NEW AAB MEMBER SELECTION COMMITTEE

Levi Brown, Airport Manager, stated two people applied for the Airport Advisory Board. Those applicants are Chairperson Harrison Earl and Steve Shook. Levi Brown and Phil Greenwald met with Chairperson Earl today and they plan to interview Steve Shook next week.

Responding to Vice Chair Jordan's question, Phil stated that after the interviews are held the selection committee will submit their recommendations to City Council, then the potential members will be interviewed by City Council.

7. ACTION ITEMS

Chairman Earl stated that there are no action items to be discussed.

8. FINAL PUBLIC INVITED TO BE HEARD

Chairperson Earl opened the Public Invited to be Heard.

Howard Morgan, 1932 Amethyst Drive, commented that the airport is substandard in comparison to other airports. He also voiced his disagreement with the first right of refusal and that he would like to see the tenants of the airport treated more like partners with the city.

David Cop, 229 Airport Road, spoke of his approval of the October minutes in which Levi stated the term of the lease. He also agreed with Howard on the conditions of the airport and the need to seek funding from the Federal Aviation Administration (FAA). He is also worried about tenants leaving the airport due to lease terms.

Rick Hall, 12 Spruce Drive, stated his disagreement and concern with the first right of refusal on leases. He also referenced Ordinance O-2019-01, which refers to prairie dog control. He stated that on page three there is a list of exceptions which includes the airport and that the airport doesn't need anyone's permission for prairie dog control.

Don Dolce, 335 Pratt Street, noticed on a night flight that the striping isn't uniform and very faint in some areas. He stated that in previous years he was involved in prairie dog mitigation at the

airport involving traps, the traps became a safety hazard for landing planes, and the traps were not effective. He also mentioned changing the beacon light. He stated the green light is unobservable, and that the white light is preferred.

Seeing as no one else wished 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 responded to the pocket park request, stating there is a non-profit, Friends of Vance Brand Airport, for which she is the Secretary and Treasurer. She stated she will talk with the President to discuss volunteering some money. She also voiced her concern with the first right of refusal. Regarding the airshow, she stated that Board Member Dean volunteered as a volunteer coordinator, and she also stated a need to create a leadership team to start the planning discussion.

Phil Greenwald, Transportation Manager, mentioned that there is an incentive program for city employees for volunteering and that could be an option for volunteer pooling.

Board Member Robison responded to a request for an update regarding the airshow. He stated he received a proposal for mini jet performers, and he will and quote for budget creation once the leadership group has been formed.

Chairperson Earl approved of having both the pocket park and the feasibility of the airport covering all runway paving costs be added to the December meeting agenda as Action Items. Regarding the pocket park, he advised discussing it with the appropriate departments to make sure it doesn't impede future development.

Levi Brown, Airport Manager, stated he will formally discuss the pocket park with Mike Motts from the Federal Aviation Administration (FAA).

Vice Chair Jordan inquired how the eagle scout project received permission for land use. She also mentioned the annual report and the importance of that report in improving the Public's perspective of the airport.

Chairperson Earl stated the deadline for the annual report has been missed and asked that it be added to the January meeting for discussion.

Levi Brown, Airport Manager, stated that there have been questions about the Airport's website and that he is currently looking into a professional website redevelopment.

Board Member Dean commented on the importance of the annual report.

10. ADJOURN

The meeting was adjourned at 7:22 p.m.
Respectfully submitted,

Chairperson
Airport Advisory Board
KP 11/10/2022

AIRPORT ADVISORY BOARD COMMUNICATION

Meeting Date: December 8, 2022

Subject: Sustainability Resolution

Type of Item: Action Item **Time for Presentation:** 15 Minutes

Presented By: Levi Brown, Airport Manager, 303-651-8431
Phil Greenwald, Transportation Planning Manager, 303-651-8335
Francie Jaffe, Sustainability Coordinator, 303-774-4468
Hannah Mulroy, Energy Portfolio Development Manager, 303-651-8727

Suggested Action: Recommend City Council approval for the sustainability resolution for the airport.

BACKGROUND

The Airport Advisory Board has requested that staff move forward with a Sustainability Resolution for the airport to help guide the City and airport users on future sustainable practices at the airport.

The draft language provided to City staff focuses on the future of aviation fuel and battery-powered aircraft. Sustainability has many more aspects that are not considered in the original Resolution language, and City staff is not proposing those changes in this version, simply wanting to ask the question about the Resolution's intent from the Board.

The City's Sustainability team will provide a brief overview of staff suggestions and help lead the discussion on what changes to the Resolution are necessary to help the Board develop the language to move forward as a recommendation to the Longmont City Council.

BOARD ACTION

The Board will be asked to make edits to, and then approve a recommendation on the Sustainability Resolution to City Council.

ATTACHMENTS

Sustainable Aviation Resolution-Staff Comments (Redlined)
Sustainable Aviation Resolution-Clean Version

RESOLUTION R-2022-

A RESOLUTION OF THE LONGMONT CITY COUNCIL IN SUPPORT OF MORE SUSTAINABLE AVIATION

PRACTICES, DEVELOPMENT, CUSTOM, AND AMENITIES AT VANCE BRAND MUNICIPAL AIRPORT

WHEREAS the City of Longmont (City) has declared a state of Climate Emergency and has adopted climate action initiatives, programs and policies including the Climate Action Recommendations Report, Beneficial Electrification Plan, GoEV Resolution, Equitable Carbon-Free Transportation Roadmap, and Sustainability Plan that set sustainability and climate action strategies and targets for the City; and

WHEREAS in 2019, airplane fuel emitted 1,361 mt CO_2e from the Vance Brand Municipal Airport, which is equivalent to the emissions from approximately 300 cars in one year; and

WHEREAS ~~many~~ opportunities exist for installing distributed energy resources and instituting other sustainable practices on the grounds of Vance Brand Municipal Airport ~~as part of~~ development ~~and the capital improvements now being planned for the Airport~~; and

WHEREAS the City of Longmont will need a capital improvement project to add electric grid infrastructure improvements to the Airport; and

WHEREAS battery-powered ~~short-haul~~ general ~~-~~aviation aircraft haves ~~been~~ demonstrated to be ~~practical~~feasible ~~and~~with a number of aircraft models ~~are~~ either~~now~~ FAA certified or ~~operable and~~ seeking FAA certification; and

WHEREAS existing fuels for both propeller-driven internal-combustion engine planes and jet planes emit c~~C~~arbon d~~D~~ioxide (CO_2) and l~~L~~ead (Pb) into the atmosphere; and

~~WHEREAS fuel (AVGAS) for internal combustion aircraft engines also contains lead; a dangerous air pollutant; and~~

WHEREAS ~~alternatives~~carbon-free fuels for sustainable aviation is currently available ~~exist for such leaded fuels, and sustainable aviation fuel is currently available~~; and

WHEREAS engine noise and propeller noise from electric planes is far lower than that from comparable existing general aviation planes with internal combustion engines; and

WHEREAS both private and public investment in the emerging sustainable aviation and battery industries is large and increasing, and creates business development opportunities for Longmont; and

WHEREAS there is a shortage of pilots in the United States and using battery-powered aircraft for flight training both dramatically lowers the cost of flight school and reduces noise pollution in the community from repetitive flight training activity such as touch-and-go; and

WHEREAS the City desires to increase the number of green and clean tech industries ~~increase revenue from the Vance Brand Municipal Airport~~ and increase jobs and business activity related to the Airport.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LONGMONT, COLORADO RESOLVES:

Section 1:

Commented [FJ1]: Current recommendations focus primarily on energy practices. If that is the primary focus, I would recommend refining this to carbon-free or another name that is more specific to the intent. This would also align with language used in the Equitable Carbon-Free Transportation Roadmap.

Or expand the focus to be more inclusive of all aspects of sustainability.

Commented [HM2]: More sustainable aviation? Or more sustainable airport operations/energy production/consumption? For example, offer EV (car) chargers, promoting solar, electric only heat/cooling, etc. are non-aviation specific sustainability considerations.

Commented [LK3]: We can add others like the Zero Waste Resolution if the AAB wants to broaden the scope beyond energy and transportation

That the Longmont City Council supports and encourages the development of sustainable practices for ~~ground~~fueling or other aviation-related operations at Vance Brand Municipal Airport, including aligning codes with the Boulder County code cohort recommendations to support solar-ready ~~proposed codes for solar-ready~~ hangars and shade port structures~~.~~, as well as building and ground vehicle electrification, and upgrading fixed base operator services to support electric aircrafts ~~include battery swap or charging services~~ and supplying sustainable (low net carbon) aviation fuels.

Section 2:

That the Longmont City Council shall work with ~~the Longmont Economic Development Partnership~~City partners to actively recruit businesses related to sustainable aviation and to upgrade airport amenities to make the airport more attractive to pilots flying electric aircraft and supporting industries.

Commented [FJ4]: Similar comment as above about the use of the word sustainable.

If going with a broader viewpoint of sustainability for ground operations, here are some questions to consider (I am not an expert on ground operations, so these may not all be relevant):
- Are there opportunities to reduce the use of other resources, like water or waste?
- Are there other vehicles used in ground operations?
- The last whereas speaks to a desire to increase revenue, how do the following changes increase revenue and jobs at the Airport? (I see that is spoken to a bit in Section 2, but I will leave this question in, incase its still helpful to think through more extensively)

Commented [HM5R4]: Agree that this needs to be narrowed down further, if just energy, than align with 100% renewable electric by 2030, if you want to be broader, maybe include water/stormwater reduction/low-impact development techniques, if you want to include waste, align it with existing zero waste goals/metrics/timelines.

Commented [FJ6]: I think it would be beneficial to provide a definition to what "sustainable aviation" means

Commented [SB7R6]: Agree. This mean AMPs that service electric planes, flight training businesses that train with electric planes, alternative fuel vendors, that sort of thing, right?

RESOLUTION R-2022-

A RESOLUTION OF THE LONGMONT CITY COUNCIL IN SUPPORT OF MORE SUSTAINABLE AVIATION PRACTICES, DEVELOPMENT, CUSTOM, AND AMENITIES AT VANCE BRAND MUNICIPAL AIRPORT

WHEREAS the City of Longmont (City) has declared a state of Climate Emergency and has adopted climate action initiatives, programs and policies including the Climate Action Recommendations Report, Beneficial Electrification Plan, GoEV Resolution, Equitable Carbon-Free Transportation Roadmap, and Sustainability Plan that set sustainability and climate action strategies and targets for the City; and

WHEREAS in 2019, airplane fuel emitted 1,361 mt CO_2e from the Vance Brand Municipal Airport, which is equivalent to the emissions from approximately 300 cars in one year; and

WHEREAS opportunities exist for installing distributed energy resources and instituting other sustainable practices on the grounds of Vance Brand Municipal Airport; and

WHEREAS the City of Longmont will need a capital improvement project to add electric grid infrastructure improvements to the Airport; and

WHEREAS battery-powered general aviation aircraft have been demonstrated to be feasible with a number of aircraft models either FAA certified or seeking FAA certification; and

WHEREAS existing fuels for both propeller-driven internal-combustion engine planes and jet planes emit carbon dioxide (CO_2) and lead (Pb) into the atmosphere; and

WHEREAS carbon-free fuels for sustainable aviation is currently available; and

WHEREAS engine noise and propeller noise from electric planes is far lower than that from comparable existing general aviation planes with internal combustion engines; and

WHEREAS both private and public investment in the emerging sustainable aviation and battery industries is large and increasing, and creates business development opportunities for Longmont; and

WHEREAS there is a shortage of pilots in the United States and using battery-powered aircraft for flight training both dramatically lowers the cost of flight school and reduces noise pollution in the community from repetitive flight training activity such as touch-and-go; and

WHEREAS the City desires to increase the number of green and clean tech industries and increase jobs and business activity related to the Airport.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LONGMONT, COLORADO RESOLVES:

Section 1:

That the Longmont City Council supports and encourages the development of sustainable practices for fueling or other aviation-related operations at Vance Brand Municipal Airport, including aligning codes with the Boulder County code cohort recommendations to support solar-ready hangars and shade port structures, as well as building and ground vehicle electrification, and upgrading fixed base operator services to support electric aircrafts and supplying sustainable (low net carbon) aviation fuels.

Section 2:

That the Longmont City Council shall work with City partners to actively recruit businesses related to sustainable aviation and to upgrade airport amenities to make the airport more attractive to pilots flying electric aircraft and supporting industries.

AIRPORT ADVISORY BOARD COMMUNICATION

Meeting Date: December 8, 2022

Subject: Proposed Lease Language Changes

Type of Item: Action Item **Time for Presentation:** 15 Minutes

Presented By: Levi Brown, Airport Manager, 303-651-8431
Phil Greenwald, Transportation Planning Manager, 303-651-8335
Eugene Mei, City Attorney, 303-651-8617
Christopher Robbie, Assistant City Attorney, 303-651-8619

Suggested Action: Recommend City Council approval of the updated lease language.

BACKGROUND

The City strives to review the lease language for the airport hangers approximately once a year. Typically there are minor changes that the Airport Advisory Board (AAB) reviews and recommends to City Council for their approval. This process has been delayed for two years due to issues related to the 2020 pandemic.

DISCUSSION

The Airport Manager and Assistant City Attorney have been working to update the general lease language, realizing that each lease is negotiated individually.

The updated language, shown by strikeouts (removed) or blue italics (added) in the attached draft document, is meant to be considered by the AAB for recommendation to City Council. The other wording in the proposed lease document is from the existing approved lease template and is not being considered for changes at this time.

The AAB did provide a two-member panel to make suggested changes to the proposed lease language from the City. Their comments/redlines are included for consideration by the AAB as well as the modified lease language from the City staff.

BOARD ACTION

The Board will be asked to approve a recommendation to City Council on the proposed lease language changes proposed by the City staff. The options are:

1) Approve the language as written in the Draft lease template document
2) Approve amended language in the Draft lease template document
3) Recommend City Council not approve the proposed changes in the Draft lease template

ATTACHMENTS

Airport Lease Template Proposed Changes 11.10.22_DRAFT
Airport Lease Template Edits from the AAB panel 12/02/2022

VANCE BRAND MUNICIPAL AIRPORT
HANGAR PARCEL _____ LEASE

THIS LEASE made and entered as of the _____day of _____, 2022, between the City of Longmont, Colorado, a municipal corporation, whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501, hereinafter called the "City," and _____, whose mailing address is _____, 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 Hangar _____.

2. Term

2.1. The term of the Lease shall be thirty (30) 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 thirty (30) year period. The Lessee shall notify the City not less than 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 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 within sixty (60) days, 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.

2.3. 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.

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 $_____, 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 $_____ 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.

THE FOLLOWING PARAGRAPH WOULD BE USED IF NO EXISTING HANGAR

3.1 Lease Rate. The Lessee shall pay the City for use and occupancy of the Premises the annual sum of $_____. In the event that no hangar has been constructed on the leased premises, the first Base Annual Lease payment shall be due six (6) months after full execution of the Lease

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or upon commencement of construction of said hangar, whichever comes first, and pro-rated for the remaining amount of time left in the first year. The annual sum shall 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 $_____ 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.

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.

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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. *Should the Lessee purchase or build additional aircraft, the type and federal registration number of such aircraft will be provided to the Airport Manager within thirty (30) days of Lessee receiving the federal registration number.*

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 12 months of the date stated in the preamble;

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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 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.

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9. Insurance

9.1. Within 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.

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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

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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.

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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.

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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 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

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any such action, including reasonable attorneys' fees, together with interest at 8%, 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%), 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%.

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.

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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

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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~~

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~~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 a non-United States citizen 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.

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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:

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State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as the Mayor of the City of Longmont.

Witness my hand and official seal.

_____
CITY CLERK, Notary Public

My commission expires: _____.

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LESSEE:

_____

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EXHIBIT A

PARCEL MAP

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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**

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Redlines from the AAB Panel Members on the Lease Language

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 notify the City of the proposed transaction in writing [under a very short timeframe from when it is agreed upon, what's reasonable?] and the ~~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 at the same price as the bona fide offer. ~~under such price.~~

Such a bona fide 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)~~ seven (7) days after written receipt through certified mail of the offer from Lessee to elect to purchase Lessee's interest (such ~~thirty (30)~~ seven (7) day period referred to as the "Election Period"). By the conclusion of this Election Period, the City shall notify the Lessee in writing through certified mail if the City will exercise the right to purchase Lessee's interest or if the City will not exercise this right. The City's notice to the Lessee of their desire to exercise or their desire not to exercise the right of first refusal shall end the Election Period. Should the City desire to exercise the ~~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 within sixty (60) days, 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.