

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD – [GROSS LEASE]
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

LANDLORD	City of Pueblo, a Municipal Corporation
TENANT	The State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Division of Fire Prevention and Control
LOCATION	31501 Bryan Circle, Suite 120, Pueblo, Colorado 81001 (“Office”), and 31851 Walt Bassett Avenue, Pueblo, Colorado 81001 (“Base”)

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LEASE AGREEMENT
[Improved Real Property]

The printed portions of this form, except bold additions, have been reviewed by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between the **City of Pueblo, a Municipal Corporation**, whose address or principal place of business is **1 City Hall Place, Pueblo, Colorado 81003**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Public Safety for the use and benefit of the Division of Fire Prevention and Control** whose address is **700 Kipling St., Suite 2000, Lakewood, Colorado 80215**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES, TERM, **TERMINATION**, RENT.

(A) Landlord hereby leases ~~and demises~~ unto Tenant, **subject to existing easements and restrictions, office space comprising of the northeast office of the hangar located at 31501 Bryan Circle, Suite 120, Pueblo, Colorado, hereinafter referred to as "Office", and the Airtanker Firefighting Reload Base, also known as the Airtanker Base, located at 31851 Walt Bassett Avenue, Pueblo, Colorado ("Base")** ~~the Premises~~, hereinafter referred to **together as the "Premises,"** within and near the buildings located at **31501 Bryan Circle, Pueblo, Colorado 81001, and 31851 Walt Bassett Avenue Pueblo, Colorado**, hereinafter referred to as "Building(s)" (including land, improvements and other rights appurtenant thereto). ~~The Premises, known and described as Suite,~~ include approximately **six hundred fifteen (615)** rentable square feet **of office space and approximately thirty thousand (30,000) rentable square feet of the Base, including the pumping station;** the Premises as ~~attached hereto and incorporated by reference herein~~ **described is depicted and more fully set forth in as "Exhibit A", attached hereto and incorporated herein by reference. The Premises as currently set forth does not include exclusive use of the Pueblo Memorial Airport ramp.**

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **August 1, 2022** or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **June 30, 2023**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

30,615 sq. ft.		
TERM DATES	MONTHLY RENT*	TERM RENT*
Commencement Date - 06/30/23	\$500	\$5,500

Options to Renew:

07/01/23 - 06/30/24	\$520	\$6,240
07/01/24 - 06/30/25	\$540	\$6,480
07/01/25 - 06/30/26	\$560	\$6,720
07/01/26 - 06/30/27	\$580	\$6,960

1) § 39-3-124, C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$___/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly-

2) ~~At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$ __, __. __ pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~

3) The Premises are to be used and occupied as **general office space and an airtanker firefighting reload base. Tenant shall have no right to utilize the rented premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Premises shall not be used for an aviation fixed base or for the sale of aviation fuel, though tie-down and aircraft parking will be allowed.** Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

**City of Pueblo
Finance Department
1 City Hall Place
Pueblo, Colorado 81003**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises.

(C) Prior to the expiration of this Lease, the Landlord shall grant to the Tenant four (4) separate options to re-lease the same Premises for four (4) additional one-year periods (each a new "Renewal Term").

For clarification purposes, the terms of the Lease, as referenced in this Lease are as follows:

**Current Lease Term: Commencement Date – 06/30/2023
Option #1 Lease Term: 07/01/2023 – 06/30/2024
Option #2 Lease Term: 07/01/2024 – 06/30/2025
Option #3 Lease Term: 07/01/2025 – 06/30/2026
Option #4 Lease Term: 07/01/2026 – 06/30/2027**

In the event the Tenant desires to execute a Renewal Term to this Lease, then the Tenant shall give the Landlord written notice at least sixty (60) days prior to the expiration date of the current Lease Term. Tenant will provide an Option Letter confirming the Renewal Term. All conditions and

covenants contained herein shall remain in full force and effect during any and all extension periods.

(D) Either Party may terminate this Lease by providing at least ninety (90) days prior written notice to the other Party stating that the Lease shall terminate on a certain date. However, such termination for convenience may not be exercised by either Party from April through October ("Fire Season") of any Lease Term or Renewal Term, in order to ensure firefighting operations can continue uninterrupted during the Fire Season.

(E) Upon any termination or expiration of this Lease, Tenant shall immediately remove all of Tenant's property and repair any damage, normal wear and tear excepted to the Premises caused by Tenant or the removal of its property. Tenant shall ensure the Premises is in good condition, normal wear and tear excepted, and repair any damage or issues.

2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services ~~comparable to those provided by other office buildings of similar quality, size, age and location, in the _____ submarket.~~ The services shall include but not necessarily be limited to the following:

1) Services to Premises.

~~(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours; however, it will be the Tenant's responsibility to service, repair and/or replace the equipment, if needed. Tenant understands they are assuming the office "as is" with current swamp cooler and floor heaters. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year-round temperatures within the 70°F-74°F range in the Premises;~~

~~(b) Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power **solely for the Office** as supplied by the local utility company.

(d) Replacement of ~~Building~~ Office standard lighting.

2) Building Service.

(a) Domestic running water ~~and necessary supplies~~ in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, **subject to Landlord's, the Federal Aviation Administration's ("FAA"), and Transportation Security Administration's ("TSA") regulations and protocols**, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services; **the Pueblo Memorial Airport will plow snow at the Base, as necessary, but will not be held responsible for any ramp area.**

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;~~

(f) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs, or maintenance.

~~(c) The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant. **Tenant shall have access to the Premises 24 hours per day, seven days per week during the term of the Lease.**~~

(B) Tenant Provided Services: None.

1) **Be solely responsible for the use and maintenance of the Base, including but not limited to supplying flame retardant materials, electric power to the Base, and any costs associated therewith. Tenant will have exclusive access to and use of the Base, subject to the terms of this Lease. In regards to the possible jettison of retardant on the airfield, Tenant will use its best efforts to follow the guidance of the letter attached hereto and incorporated herein by reference, as "Exhibit E".**

2) **Maintain the Premises in accordance with the requirements and regulations of the Landlord and Landlord's fire code. Tenant shall be responsible for all costs, fees, charges and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material**

(including petroleum products) near, on, over or under the Premises and Pueblo Memorial Airport which is caused by the Tenant, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris or other hazardous materials within or on the Premises shall be in an environmentally sound manner and comply with all Federal, State, and Local laws and regulations.

3) Not modify, alter, paint, or improve the Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Premises must receive prior written approval from the Landlord, which approval shall not be unreasonably withheld. Tenant shall not erect, paint, or maintain any signs whatsoever upon the Premises without first securing the written consent of the Landlord. Any such signs shall comply with all ordinances and regulations of the Landlord or standards which might be developed by the U.S. Department of Transportation.

4) Not park or leave or allow to be parked or left automobiles or aircraft on the taxiways or on pavement adjacent to the Premises in a manner which interferes with or obstructs access to adjacent hangars or the public ramp area. Parking of automobiles will be permitted only in paved designated parking areas south of the hangar space and as available around the reload base, as long as the neighbors are not being blocked.

5) Not conduct such activities that will unreasonably interfere, as determined by the Landlord's Director of Aviation, with the use of the Pueblo Memorial Airport, including use of taxiways and aprons or the activities of other tenants of the Landlord.

6) At the Tenant's expense, keep the Premises and utilities extended to the Premises in good repair and condition, and in a safe, sanitary, orderly, and sightly condition. No outside storage of parts, materials, equipment, inventory, or other materials shall be permitted. Tenant understands that snow removal within five (5) feet of the Premises is the responsibility of Tenant.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical and water services, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. WORK REQUIREMENTS.

Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

(A) Tenant is renting the premises "AS IS" in its present condition. Landlord makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the rented premises or the Pueblo Memorial Airport. Landlord shall be under no obligation to maintain the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in Section 4 shall not apply, and the Tenant may use the rented premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Tenant may terminate this Lease upon thirty (30) days prior written notice given to Landlord.

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

- 1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or
- 2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building(s) meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. LANDLORD'S OWNERSHIP. Landlord warrants and represents itself to be the owner, ~~or the authorized representative or agent of the owner,~~ of the Premises in the form and manner as stated herein. ~~During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.~~

7. LEASE ASSIGNMENT. Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. EMINENT DOMAIN, TERMINATION OF LEASE. If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. DAMAGE AND DESTRUCTION. If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. HOLDING OVER. The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease, **which shall be deemed a month-to-month tenancy upon the same conditions as provided in this Lease.** The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15 **except that Landlord may increase the rent up to five percent**

(5%) upon thirty (30) days prior written notice to Tenant. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. FISCAL FUNDING.

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. FEDERAL FUNDING. If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:
**City of Pueblo
Pueblo Memorial Airport
31201 Bryan Circle, Suite 200
Pueblo, CO 81001**

Tenant:
**Colorado Department of Public Safety
Execute Director's Office
Attn: Lease Coordinator
700 Kipling Street, Suite 2000
Lakewood, CO 80215**

With a copy to:

**City of Pueblo
Law Department
1 City Hall Place, 3rd Floor
Pueblo, CO 81003**

With a copy to:

Office of the State Architect
Real Estate Programs
1525 Sherman Street, Suite 112
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made; **additional time may be given for formal responses taking longer than thirty (30) days due to the city's approval process.** If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge § 39-3-124(1)(b), C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) — Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) — Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on-going credit against its Monthly Rent which shall be reconciled annually.~~

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et. seq.*, C.R.S. and § 24-30-1501, *et. seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of ~~Tenant~~ **the Parties** in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) **Landlord Insurance. Landlord is a self-insured, governmental entity covered by the Colorado Governmental Immunity Act (CGIA), and carries and maintains insurance coverage with respect to the Premises during the Lease term in accordance with Colorado law.** Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) **Commercial General Liability Insurance, or provided by self-insurance,** covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) **Property Insurance, or provided by self-insurance,** covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a

Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

~~4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A-VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.~~

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et. seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et. seq.*, C.R.S.

19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

20. COLLOCATION. If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

21. INDEPENDENT CONTRACTOR. 4 CCR § 801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. NO VIOLATION OF LAW.

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

~~(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.~~

23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202(1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202(5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. § 24-30-202(1), C.R.S. and § 24-30-202.4, C.R.S. Subject to § 24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et. seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. ~~BROKER REPRESENTATION: Landlord and Tenant acknowledge that _____ is acting as a Landlord Agent on behalf of Landlord in this transaction and _____ ("_____") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with _____.~~

25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) Counterparts and Electronic Signature. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement. **This Lease and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.**

(E) Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) Modification.

1) By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable **Municipal law**, Colorado State law, State Fiscal Rules, and Office

of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) **By Operation of Law.** This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) **Order of Precedence.** The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Section 27, Additional Provisions
- 4) **Exhibit D, Title III – Operating Departments CHAPTER 1 Airport**
- 5) Exhibit A, Premises,
- 6) ~~Exhibit C, Commission Sharing,~~
- 7) Exhibit B, Notice of Assignment,
- 8) ~~Exhibit D, Tenant Improvements (where applicable).~~
- 9) **Exhibit E, Pueblo Airport Jettison Area and Communications Letter**

(I) **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et. seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. ~~Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.~~

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) Quiet Enjoyment. The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) CORA Disclosure. To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et. seq.*, C.R.S.

(Q) Indemnification. ~~Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease.~~ **The Parties shall each be liable for the actions or omissions of their organizations, officers, employees, and agents, and neither Party shall indemnify the other.** The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S.

(R) Any term included in this Lease that requires the State to indemnify or hold Landlord harmless; requires the State to agree to binding arbitration; limits Landlord's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Lease shall be construed as a waiver of any provision of the State Fiscal Rules.

26. **ADDITIONAL RENT.** Should Tenant desire exclusive use of the ramp adjacent to the Premises, Tenant may notify Landlord of the same in writing. If such ramp is available for exclusive use and Landlord agrees to Tenant's exclusive use in writing, Tenant may rent the ramp space at a rate of seven cents (\$0.07) per square foot of ramp space, charged monthly and to be paid in the same manner as the base rent set forth in Section 1 of this Lease.

27. **ADDITIONAL PROVISIONS.**

(A) **This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Landlord and of any other existing or future agreement between the Landlord and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and facilities.**

(B) **Tenant, its officers, agents and employees shall observe and comply with all applicable local laws, regulations and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or rented premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code.**

(C) **Tenant, its officers, agents and employees shall observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Landlord, as attached hereto and incorporated by reference herein as "Exhibit D", Title III – Operating Departments CHAPTER 1 Airport. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Landlord after commencement date, the conflicting provision of this Lease shall control.**

(D) **Tenant agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked.**

(E) Tenant agrees not to use the rented premises for commercial or residential uses and that all uses shall be substantially aeronautical.

(F) Tenant agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

(G) It is expressly understood by Tenant that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Tenant shall be the sole responsibility of the Tenant.

(H) Violation of Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) rules and regulations at the Pueblo Memorial Airport shall be grounds for immediate termination of this Lease.

(I) No person or automobile shall go beyond the immediate vicinity of the rented premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the hangar, except that the hangar cannot be used solely for storage of automobiles.

(J) The Landlord reserves the right, without any obligation on its part to do so, to develop, modify, change, improve or abandon the Pueblo Memorial Airport or any part thereof, as may be needed as the result of the determination of any Federal governing authority, at any time, regardless of the desires or view of Tenant, and without interference or hindrance from Tenant or liability to Tenant. Landlord will provide notice to Tenant as soon as reasonably possible upon knowledge of this information. In the event such a modification or abandonment occurs, the State shall have the right to terminate this Lease on notice to Landlord, and the State's obligation to pay Monthly Rent shall terminate as of the month following that in which notice to Landlord is sent.

(K) The Landlord reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

(L) Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the rented premises, or in the event of any planned modification or alteration of any present or future building or structure on the rented premises.

(M) It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

(N) Landlord reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the rented 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 said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

(O) Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the rented premises to a height not to exceed 25 feet above ground level. In the event the aforesaid covenant is breached, the Landlord reserves the right to enter upon the rented premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

(P) Tenant shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Landlord reserves the right to enter upon the rented premises and cause the abatement of such interference at the expense of the Tenant.

(Q) Tenant reserves the right to grant and to take easements or rights of way in, under, over and across the rented premises, in which event, Tenant shall only be entitled to compensation for damages to hangars and other improvements of the Tenant destroyed or damaged thereby, but not to damages for loss of use of the rented premises.

(R) The Tenant, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

(S) INCONVENIENCE DURING CONSTRUCTION. Tenant recognizes that from time to time it will be necessary for the Landlord to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Tenant's operations at the Pueblo Memorial Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Tenant waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Landlord, its officers, agents, employees, contractors, subcontractors, and representatives.

(T) RIGHT OF INSPECTION. Landlord reserves and retains for its officers, employees and authorized representatives the right to enter the Premises during reasonable business hours. Landlord shall provide Tenant with written notice at least 3 days prior to inspecting the Premises for the purpose of inspecting and protecting the Premises, and for doing reasonable matters which the Landlord may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

LANDLORD

CITY OF PUEBLO, A MUNICIPAL CORPORATION
Nicholas A. Gradisar, Mayor

TENANT

STATE OF COLORADO
Jared S. Polis, Governor
The Department of **Public Safety**

By: _____
Authorized Signatory

By: _____
Executive Director

Date: _____

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

By: _____

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
For the Executive Director

By: _____
State Risk Manager

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____

Date: _____

EXHIBIT A
PREMISES



EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: _____

_____, Tenant

[Tenant]
[Tenant's Address for Notice
(See Art. 13 of Lease)]

Re: Lease for: _____, dated _____
_____, Landlord

[Lease Address
(See Art. 1 of Lease)
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on _____
[date], the Lease was assigned to:

_____ [Name/Address of New Landlord], the "New Landlord."

The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: ___
Assignment and Assumption of Lease; ___ Deed _____ [Type of Deed]; ___ Other [Specify] _____
_____; dated, which document is attached and made part hereof.

Tenant's rental obligations after _____ (date) should be paid to the New Landlord at:

The signatory below affirms the information provided in this Notice is true and acknowledges the New
Landlord has assumed the obligations of Landlord under the Lease.

By: _____
LANDLORD

By: _____
NEW LANDLORD

Enclosures

EXHIBIT C

COMMISSION SHARING BETWEEN THE TENANT
AND THE REAL ESTATE SUPPORT SERVICES VENDOR

Pursuant to the contract for Real Estate Support Services between _____ and the State dated _____, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of \$_____. of which 30% (\$_____) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission (\$_____) shall be remitted to _____ upon the full execution of this Lease.

[RESERVED]

EXHIBIT D

TITLE III - Operating Departments CHAPTER 1 Airport

CHAPTER 1 Airport

Sec. 3-1-1. Definitions.

- (a) *Airport* means the Pueblo Memorial Airport, City of Pueblo, Pueblo County, Colorado, including all land and improvements, facilities and development owned, controlled or operated and maintained by the City in connection with its operation of said airport. For purposes of convenience, the land area of the airport is divided into two (2) parts, the airport industrial park and the Airport Operations Area.
- (b) *Airport Industrial Park* means that portion of the airport south of the airport property line as shown on the official airport layout plan on file in the office of the Airport Manager extended easterly to the east boundary of the airport and extended westerly to the west boundary of the airport, together with all improvements thereon; excepting that parkway extending from the terminal building on the north to the Railroad property line on the south and fifty (50) feet east of the northbound lanes and fifty (50) feet west of the southbound lanes of Keeler Parkway.
- (c) *AOA or Air Operations Area* shall have the meaning defined in 14 CFR § 153.3 and be any area of the airport, both public and leased, used or intended to be used for the landing, takeoff, taxiing, parking of aircraft or other aeronautical activity designated so by the Airport Manager, or so shown on the airport layout plan. This includes:
 - (1) The operations control area, consisting of administration and terminal buildings, weather bureau building, tower, hangars, warehouses and similar buildings, together with all lands appurtenant and immediately adjacent thereto, also including the parkway;
 - (2) The ramp and apron area, comprising that area covered by concrete or asphalt, whether or not resurfaced, lying immediately north of the operations control area;
 - (3) The landing area comprising the runways, taxiways, approach areas, access routes and emergency response roads;
 - (4) The air operations area, consisting of both the ramp and apron area and the landing area; and
 - (5) The air side area, consisting of and including that portion of the operations control area used for storing, parking or movement of aircraft and the air operations area.
- (d) *Airport Manager* means the Director of Aviation or person in charge of the airport for the City, his or her assistant or duly authorized representative.
- (e) *Fire Chief* means the head of the Pueblo Fire Department or, in his or her absence, the senior Pueblo Fire Department officer present at the airport.
- (f) *FAA* means the Federal Aviation Administration.
- (g) *Aircraft* means any and all contrivances used now or in the future for the navigation of flight in air or space, including but not limited to airplanes, airships, sail planes, gliders, helicopters and amphibians.
- (h) *Air carriers* means scheduled or nonscheduled aircraft operating under a certificate issued by the FAA.
- (i) *Airline personnel* means all officers, agents and employees of air carriers.
- (j) *General aviation* means all aircraft that are not air carriers or military.

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- (k) *Vehicle or motor vehicle* means all vehicles and motorized equipment moving on the ground propelled by power, including muscular power, and including trailers and coaches, but excepting aircraft while taxiing and construction equipment being used in actual construction in progress on the airport.
 - (l) *Aircraft emergency* means a problem or condition involving an aircraft, whether in flight or on the ground, which could endanger lives or property. An aircraft emergency can be declared by the pilot, ATC, airport management or other personnel responsible for the safe operation of the aircraft or airport.
 - (m) *ARFF (Aircraft Rescue and Firefighting)* means the primary firefighting personnel and equipment responding to emergencies on the airport; where the term is used in a context which requires the approval of ARFF, it shall mean the Fire Chief or his or her designee.
 - (n) *ACM (Airport Certification Manual)* means the specifications containing the minimum operating standards of the airport approved by the FAA.
 - (o) *Airport management* means any member of the Department of Aviation, or any other airport employee designated by the Airport Manager to be responsible for the safe operation of the airport and specifically designated with the authority to do so by the Airport Manager.
 - (p) *Airport Security Plan or ASP* means the Transportation Security Administration (TSA) approved plan specifying security methods, plans and procedures applicable to airport operations and access.
 - (q) *Air Traffic Control or ATC* means personnel, equipment, air traffic services and FAA procedures provided or prescribed for use at the airport, including those procedures for operation of aircraft at an uncontrolled airport.
 - (r) *Apron* means those portions of the airport, both public and leased, designated for the movement, parking and/or storage of aircraft.
 - (s) *Commercial operations* means the conduct of any activity on the airport for hire or compensation.
 - (t) *FAR* means the Federal Aviation Regulations found in Title 14, Code of Federal Regulations.
 - (u) *Ground Vehicle Operation Handbook* means the pedestrian and ground safety manual approved by the Airport Manager.
 - (v) *Movement area* means that portion of the AOA consisting of runways, taxiways and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing, and landings and takeoffs of aircraft, exclusive of aprons, ramps and perimeter roadways. Communication with ATC is required to access and operate in the movement area.
 - (w) *Non-movement area* means that portion of the AOA consisting of aprons, ramps and perimeter roadways. Communication with ATC is not required to access and operate in the nonmovement area.
 - (x) *Operator* means any person who pilots, controls or maintains, whether directly or indirectly, an aircraft or vehicle.
 - (y) *Public area* means that portion of the airport available for use by the general public.
 - (z) *Restricted area* means that portion of the airport to which no access is permitted except upon specific authorization by the Airport Manager.
 - (aa) *Run-up* means any operation of a stationary aircraft engine above idle power except to overcome inertia for taxiing for takeoff.
 - (bb) *Secure area* means that portion of the AOA identified in the ASP designated for air operators which have a security program under CFR Part 1544 or 1546 to enplane and deplane passengers and sort and load luggage.
 - (cc) *SIDA (Security Identification Display Area)* means that portion of the AOA, identified in the ASP, requiring display of an approved airport access badge.

(1957 Code, §7-1; Ord. No. 3623, 11-13-72; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-2. General provisions.

- (a) **Liability.** The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof, and all users shall release, hold harmless and indemnify the City, its officers, employees and tenants from any liability or loss resulting from such use as well as against claims of third parties so using the airport.
- (b) **Scope.** All users of and persons on the airport shall be governed by this Code and the rules, regulations and procedures that will from time to time be promulgated by the Airport Manager. It shall be the duty of the Airport Manager to enforce provisions of this Code and any rules and regulations adopted by the City.
- (c) **Commercial Operations.** It shall be unlawful and a municipal offense for any person to conduct any commercial operations on the airport without having first obtained a written contract, lease or permit from the City. For the purposes of this Section, the following activities shall constitute conducting commercial operations on the airport:
 - (1) The sale of any goods, wares, merchandise or services.
 - (2) The advertising of any business by word of mouth, billboard or sign on the airport, excepting signs painted on or fixed to a motor vehicle.
 - (3) The use of an aircraft on the airport in the transportation of persons or property for hire.
 - (4) The rental of aircraft for hire.
 - (5) Maintenance, inspections and oil changes on any aircraft by any person receiving compensation therefor.
 - (6) The transportation of persons or property by a motor vehicle where the person providing the transportation receives compensation.
- (d) **Flying Clubs.** Flying club aircraft must be owned and operated on a nonprofit basis or as a nonprofit Colorado corporation, and each club member must be a bona fide owner of a part of the aircraft or a share in the corporation. The club may not derive greater revenue from the use of aircraft than the amount necessary for the operation, maintenance and replacement of the aircraft and will file and keep up-to-date with the Airport Manager a list of the membership. If the Airport Manager has reason to believe a club is being operated so that it falls under the "commercial" classification, he or she shall so notify the club. If the club fails to remedy the condition, the Airport Manager shall reclassify the aircraft. Thereafter, the club shall be classified as a commercial operation. The Airport Manager shall have authority to deny the use of a club classification to any group failing to meet the requirements outlined herein.
- (e) **Soliciting.** It shall be unlawful and a municipal offense for any person to solicit funds for any purpose on the airport without having first obtained permission from the Airport Manager.
- (f) **Restricted Areas.** It shall be unlawful and a municipal offense for any person to enter any restricted area that is posted as closed to the public, except employees and persons authorized by the Airport Manager.
- (g) **Sanitation.** It shall be unlawful and a municipal offense for any person to place any garbage, refuse and other waste material in any receptacle, except as shall be specifically provided for such purpose.
- (h) **Conduct of Business.** It shall be the responsibility of tenants to conduct their business in accordance with their agreement with the City and this Chapter.

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- (i) Suspension of Operations. The airport shall be open for public use at all hours of the day and night, subject to restrictions due to inclement weather as determined by the FAA, conditions of the landing area, presentation of special events and like causes as may be determined by the Airport Manager.
 - (j) Advertising. No person shall post, distribute or display signs, advertisements, handbills, circulars or printed or written matter of a commercial nature at the airport without specific authorization from the Airport Manager or within the guidelines and policies established by the City.
 - (k) It shall be unlawful for any person, aircraft or vehicle to enter upon the airport property for aeronautical purposes, or in support of aeronautical purposes, from an off-airport parcel of land, and commonly known as through-the-fence operations, unless such access has been approved by the Airport Manager, and such access is being conducted in compliance with any regulations, policies, licensing and permitting established by the City and all associated fees have been paid.
 - (l) Airport Policies and Procedures. All users of and persons on the airport shall be governed by and subject to the following:
 - (1) The Storm Water Management Plan (SWMP), Spill Prevention Control and Countermeasure Plan (SPCCP), and other environmental regulations now in effect or hereafter adopted or revised for the airport.
 - (2) Policies, rules, regulations and procedures of the airport now in effect or hereafter adopted or revised for the airport.
 - (3) Minimum standards, business licensing policy, permitting policy and rates/charges now in effect or hereafter adopted or revised for the airport.
 - (m) All flight and ground aircraft operations and vehicle operations at the airport shall be conducted in accordance with FAA and airport rules and regulations, policies, procedures and recommendations for aircraft and airports now in effect or hereafter adopted and any Airport Certification Manual, Operations Manual or Ground Vehicle Operation Handbook now in effect or hereafter adopted for the airport.

(1957 Code, §7-2; Ord. No. 4880, 7-27-81; Ord. No. 7082 §1, 11-24-03; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-3. Aircraft operations.

- (a) Aircraft shall be operated and maintained at all times in accordance with applicable FAA regulations.
- (b) Parking and storage of aircraft will be accomplished only in areas designated by the Airport Manager. Parked and unattended aircraft shall be chocked or tied down if remaining overnight. No aircraft shall be parked in the movement area of the AOA without the permission of airport management.
- (c) No aircraft shall be parked, stored, washed or repaired at the airport except in the areas designated by the Airport Manager for such use.
- (d) At the request of the Airport Manager, the operator of any aircraft on the airport shall move the aircraft from the place where it is parked or stored to any other place designated on the airport. If the operator fails or refuses to comply, the Airport Manager may cause the aircraft to be towed to such place at the operator's expense and without liability for damage which may result in the course of such moving.
- (e) Except in emergency, no aircraft equipped with a tail skid in place of the tail wheel will land or take off from a paved surface of the airport.
- (f) In the event of an accident, the Airport Manager may move damaged aircraft from the landing areas, ramps, aprons or other areas at the expense of the owner, without liability for damage which may result in the course of such moving.

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- (g) The pilot of an aircraft involved in an accident on or near the airport causing personal injury or property damage shall report such accident to airport management. In the event that he or she is unable to make such report, the owner or his or her agent and witnesses can accomplish such report. Any damage to airport installations, equipment or property as a direct or indirect consequence of an aircraft accident or emergency shall be the responsibility of the owner of the aircraft causing such damage. Repair of such damage shall be ordered and accomplished by the Airport Manager, and the City shall submit an invoice of the cost thereof, which shall be due and payable upon receipt, to the responsible owner.
 - (h) The Airport Manager shall have the authority to detain any aircraft for nonpayment of charges, fees or expenses due the City.
 - (i) Aircraft shall register in accordance with the procedures established by the FAA.
 - (j) Ground operation of aircraft including taxi run-up and use of preferential runways will be in accordance with procedures established by the Airport Manager. No person shall run-up any aircraft engine at the airport except in a place designated for such purposes by the Airport Manager. At no time shall any person run-up any aircraft engine in such a position that hangars, shops, other buildings, parked vehicles or persons are in the path of propeller or jet blast. No aircraft engine may be run-up within fifty (50) feet of any building on the airport.
 - (k) Special events such as air shows, air races, fly-ins, skydiving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only upon prior approval of the Airport Manager and on such dates, in such areas and upon terms and conditions as shall be specified by the Airport Manager.
 - (l) For the purpose of prosecution for failure to comply with any provision of this Chapter, in the absence of evidence to the contrary, it shall be presumed that the owner of any aircraft was the operator of such aircraft.
 - (m) All persons operating an aircraft shall adhere to all noise abatement procedures and policies in effect at the airport, except in the case of an aircraft emergency. The Airport Manager is authorized to place into effect temporary or permanent noise abatement procedures or policies if deemed necessary.
 - (n) Damaged or disabled aircraft parked or stored in an authorized, assigned, leased or otherwise properly designated area in excess of thirty (30) days without undertaking repair or restoration to operable condition will, in the absence of special arrangements with and permission of the Airport Manager, be deemed abandoned or junked aircraft subject to impoundment as illegally parked aircraft.
 - (o) Parking Fees. The City shall establish and maintain a schedule of fees to be charged for the parking of aircraft on the public use transient apron and on other designated public access parking areas. No person shall park an aircraft on any such public parking areas overnight unless the required overnight parking fees have been paid. If any aircraft is found parked in violation of this Section, and the identity of the operator cannot be determined, the owner, or person in whose name such aircraft is registered, shall be held responsible for such violation and fees.

(1957 Code, §7-3; Ord. No. 3170, 1, 1-8-68; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-4. Motor vehicles.

- (a) The traffic ordinances of the City and the Model Traffic Code for Colorado Municipalities, as adopted by the City, apply to the streets, roads and parking areas on the airport. All persons shall comply with all traffic control devices, signs, signals, markings or insignia erected, installed or placed by authority of the Airport Manager or the City or County. This shall apply, when applicable, to both vehicular and pedestrian traffic.

Insofar as possible, all such devices, signs, markings or insignia shall conform to the manual and specifications adopted by the State of Colorado, County of Pueblo and/or City of Pueblo as appropriate.

- (b) The Airport Manager, or employees of the airport designated by the Airport Manager, shall be empowered to enforce all traffic rules and regulations within the airport.
- (c) It shall be unlawful and a municipal offense for any person to fail or refuse to comply with the lawful orders of the Airport Manager or any employee of the airport designated by the Airport Manager, a police officer or a member of the Fire Department at the scene of a fire or accident.
- (d) It shall be unlawful and a municipal offense for any person to operate a motor vehicle on the AOA except as authorized by the Airport Manager.
- (e) It shall be unlawful and a municipal offense for any person to park a motor vehicle, for loading, unloading or any other purpose, on the airport except in the areas specifically established for parking and designated as such by signs, lines or other means.
- (f) It shall be unlawful and a municipal offense for any person to abandon any motor vehicle on the airport. The Airport Manager shall have the authority to tow or otherwise move motor vehicles which are parked by their owners or operators on the airport in violation of the regulations of the airport, at the owner's expense and without liability for damage which may result in the course of such moving and to detain the motor vehicles until all such charges are paid.
- (g) It shall be unlawful and a municipal offense for any person to park any vehicle in any manner that will obstruct fire gates or entrances to the airport. In all cases, vehicular traffic shall yield the right-of-way to aircraft.
- (h) Inoperable, abandoned or junked motor vehicles will not be permitted to be stored in public view on the airport. Such vehicles may be removed by the Airport Manager at the owner's expense.
- (i) Boats, trailers, motor homes and other non-aviation-related vehicles or equipment shall not be stored in public view on the airport, including leased areas.
- (j) Unless prior arrangements have been made with the Airport Manager, motor vehicles properly parked but which remain at the airport in excess of thirty (30) days may be removed by the Airport Manager.
- (k) Aircraft taxiing, taking off, landing, repositioning or otherwise moving shall have the right of way in preference over vehicles or pedestrians. No vehicle may operate in the restricted area of the airport, otherwise known as the AOA. No vehicle shall be driven within the movement area of the AOA without first having received specific permission from the airport management and having established radio contact with the FAA ATC Tower.
- (l) No person shall operate a vehicle on the airport unless such vehicle is in compliance with all licensing and registration requirements of state and federal law applicable to the type of vehicle.
- (m) No person shall operate on the airport any vehicle that is determined to be hazardous or unsafe by airport management which may include, but is not limited to, broken or inoperable: headlights, tail lights, tires, windshields and mirrors. Tugs and other motor vehicles used exclusively for towing aircraft are exempt from this provision, except that such tugs and other motor vehicles must have the customary safety equipment operational at all times for such exclusively used vehicles.
- (n) Airport management may restrict the access of any vehicle or person to any part of the airport, both public and leased, to ensure the safety or security of the airport, or to an aircraft accident/incident scene.
- (o) Vehicle maintenance is not permitted in any public area, either aeronautical or nonaeronautical.

(1957 Code, §7-4; Ord. No. 3170, §1, 1-8-68; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-5. Aircraft fueling and fire safety.

- (a) All fueling and defueling of aircraft and all operation and management of aircraft fuel facilities shall be conducted in accordance with all Pueblo Memorial Airport rules and regulations, the City of Pueblo approved fire code, applicable NFPA regulations (including NFPA 385 and NFPA 407), applicable FAA regulations and all other applicable state, federal and local laws and regulations, including Spill Prevention Control and Countermeasures (SPCC) regulations (40 CFR Part 112) promulgated by the United States Environmental Protection Agency (EPA).
- (b) It shall be unlawful and a municipal offense for any person to:
 - (1) Fuel or defuel any aircraft while the engine is running or while the aircraft is in a hangar or an enclosed area.
 - (2) Conduct any fueling operation unless the aircraft is grounded by an approved method.
 - (3) Smoke or light an open flame within fifty (50) feet of any fueling operation.
 - (4) Operate electrical or radio equipment during fueling operations.
 - (5) Start any aircraft when there is fuel on the ground under or near the aircraft.
 - (6) Conduct any fuel servicing operations on any air carrier or chartered air carrier aircraft, operating under FAR Part 121 or 135, without having a qualified flight attendant or crew member present in the cabin if passengers are on board.
 - (7) Operate a fuel servicing vehicle that is equipped with ashtrays and lighters. All such equipment must be removed or rendered inoperable. "No Smoking" signs must be visible in the cab of each such vehicle.
 - (8) Store or use fueling vehicles in enclosed areas, buildings or hangars.
- (c) Aircraft fueling facilities and vehicles shall be maintained in accordance with Air Transport Association Specification 103.
- (d) All fuel or chemical spills shall be reported to airport management immediately. In addition, a written fuel/chemical spill report shall be provided to airport management within twenty-four (24) hours, including: date, time, location, responsible party, vehicle/aircraft identification, amount of fuel/chemical, type of fuel/chemical, cause of spill and method of cleanup.

(1957 Code, §7-5; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-6. Fire regulations.

- (a) It shall be unlawful and a municipal offense for any person to smoke or light an open flame in locations that are posted and within fifty (50) feet of fuel trucks or fuel loading stations.
- (b) It shall be unlawful and a municipal offense for any person to start an open fire anyplace on the airport without permission of the Airport Manager.
- (c) It shall be unlawful and a municipal offense for any person to stock or store any material or equipment in such a manner as to constitute a fire hazard.
- (d) It shall be unlawful and a municipal offense for any person to use flammable, volatile liquids in the cleaning of aircraft, aircraft engines, propellers and appliances unless such cleaning operations are conducted at locations designated by the Airport Manager.

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- (e) Tenants shall provide metal containers for the storage of oily waste rags and other inflammable materials, shall maintain hangar floors, gasoline pits and trucks clean and free of excess gasoline, grease and other inflammables and shall provide suitable fire extinguishers and equipment maintained in good condition as recommended by ARFF.
- (f) Tenants of the Airport Industrial Park shall, at their own expense, keep the demised premises clean, neat, safe and orderly at all times, free of waste, rubbish, debris and fire hazards, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from his or her activities at the airport.
- (g) A tenant as lessee under a fixed base operator's lease agreement with the City for use of the airport or any part thereof may construct, operate and maintain its own permanent aviation fuel storage facility on its leased premises at the airport at a place remote and separate from the aviation area and occupied buildings upon the following conditions:
- (1) The location of the facility and the plans and specifications therefor shall be approved by the Airport Manager and ARFF.
 - (2) The tenant shall enter into an indemnification agreement with the City indemnifying and saving harmless the City, its officers, agents and employees from all claims for damages to property and injury or death to persons arising out of, or resulting directly or indirectly from, the use, construction or maintenance of the facility or the storage or dispensing of fuel therefrom or the quality or condition of the fuel, and keep in force liability insurance insuring the tenant's obligation hereunder and the City in amounts not less than one million dollars (\$1,000,000.00) for property damage and one million dollars (\$1,000,000.00) for personal injury or death.
 - (3) The tenant shall establish accepted and approved procedures for and continuously monitor fuel quality control. The tenant shall submit to the Airport Manager all required fuel reports in accordance with agreements and as requested by the Airport Manager.
 - (4) The tenant shall pay to the City as additional rent under its fixed base operator's lease agreement an amount set forth in the lease agreement referred to as a fuel flowage fee for each gallon of aviation fuel delivered to said facility, which rent shall be paid monthly. If the fuel flowage fee is not set forth in the lease agreement, it shall be equal to seven cents (\$0.07) per gallon.
 - (5) The facility shall be removed and the airport property shall be restored to its former condition within fifteen (15) days after termination of the tenant's fixed base operator's lease agreement, or, at the option of the City, the facility shall upon such termination become the property of the City free of all liens and encumbrances.
 - (6) No temporary aviation fuel storage facility shall be located on a tenant's leased premises or used by a tenant at the airport unless authorized by the Airport Manager.
 - (7) All fuel delivered to an approved facility shall be measured by meters approved by the Airport Manager and installed and maintained by the tenant at its cost. The meters shall be read daily by the tenant, and the tenant shall weekly submit to City a written report thereof, together with copies of invoices for all fuel delivered to the facility during the prior week.
 - (8) Fuel delivered to an approved facility shall not be sold to other tenants at the airport or to persons not doing business at the airport and shall only be sold at retail to the tenant's customers.
 - (9) A tenant, after installation of an approved facility, shall not thereafter be entitled to lease any fuel tank located in City's fuel farm. Such installation by a tenant shall constitute a complete waiver of the tenant's rights, if any, to lease any fuel tank in City's fuel farm.
 - (10) All aviation fuel sold or delivered from such facilities shall be at least equal to the standards for Grade 80, Grade 100LL or Grade 100 aviation gasoline standards for Jet A or Jet A-1 or equivalent aviation

turbine fuels as published by the American Society for Testing and Materials in its most current revised publication.

- (11) A violation of any provision of this Subsection by a tenant shall constitute grounds to terminate the tenant's fixed base operator's lease agreement with City.

(1957 Code, §7-6; Ord. No. 4899, 9-14-81; Ord. No. 8181 §1, 2010)

Sec. 3-1-7. Personal conduct.

- (a) It shall be unlawful and a municipal offense for any person to destroy, injure, deface or disturb in any way any building, sign, equipment, marker or other structure, tree, flower, lawn or other property on the airport; make any excavations on the airport; or willfully abandon any personal property on the airport.
- (b) It shall be unlawful and a municipal offense for any person to enter the terminal building or the airport with a dog or other animal unless the dog or animal is restrained by leash or is properly confined.
- (c) All persons using the airport must refrain from littering the premises, and any trash or waste material is to be placed only in containers provided for such use.
- (d) All of the general offense ordinances of the City, being Chapter 1 of Title XI of this Code and as the same may hereafter be amended, shall apply to the airport. It shall be unlawful for any person to violate any Section or provision of said Chapter 1 of Title XI while on the airport.

(1957 Code, §7-7; Ord. No. 3623, 11-13-72; Ord. No. 4901, 9-28-81; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-8. Violations; penalties and remedies.

- (a) Any person violating any of the provisions of this Chapter, or any of the rules and regulations adopted pursuant thereto or any amendments or additions thereto, shall be guilty of a municipal offense and, upon conviction thereof, shall be punished as prescribed in Section 1-2-1 of this Code.
- (b) In addition to the foregoing, violation of any of the provisions of this Chapter shall be grounds for removal or suspension of specific airport privileges, removal or suspension from the airport or termination of a lease or operating agreement.

(1957 Code, §7-8; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-9. Airport security; authority; access.

- (a) It shall be unlawful and a municipal offense for any unauthorized person to enter the AOA in violation of any posted notice restricting access thereto.
- (b) It shall be unlawful and a municipal offense for any tenant of airport property or any agent or employee of such tenant to permit or allow any unauthorized person to enter the AOA in violation of any posted notice restricting access thereto.
- (c) It shall be unlawful and a municipal offense and shall constitute grounds for immediate termination of a tenant's lease of airport property for any tenant of airport property or any agent or employee of such tenant to fail or refuse to close and lock all gates under the control of the tenant or located upon the tenant's leased premises leading into the AOA when not in actual and authorized use by such tenant or his or her agents or employees.

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- (d) Any police officer of the City or person designated by the Airport Manager shall have the right and power to request and require any person when present on the airport to give his or her true name, access badge, valid identification and residence in matters connected with the airport, including the enforcement of this Chapter, or any of the rules and regulations adopted pursuant thereto or any amendments or additions thereto.
 - (e) The AOA is a restricted area. Operators, lessees and contractors (including all employees and subcontractors) who require access/entry into the AOA require an access badge or key which must be applied for and purchased in the airport administration office for a fee of twenty-five dollars (\$25.00). It is the responsibility of said operators, lessees and contractors to notify the airport to remove individuals who do not need access and/or are no longer employed or affiliated with the operator, lessee or contractor. Every operator, lessee or contractor shall have ten (10) days to recover and return unused badges and/or keys upon termination of employment of an employee or project completion. Failure to return the access badge or key to airport administration shall result in a fee of fifty dollars (\$50.00) for each badge and fifty dollars (\$50.00) for each key or cost of re-core, whichever is greater.
 - (f) Lost, stolen or missing access badge or key must be reported to the airport administration office immediately. Access badges reported stolen require a police report to obtain a waiver of fifty percent (50%) of the replacement fee.
 - (g) Access badge or key holders are responsible for ensuring that gates and doors are fully closed and secure before proceeding.
 - (h) Access badge or key holders and vehicle operators are subject to initial and recurrent training as required by the FAA, TSA and airport. Failure to complete the required training may result in denial of airport privileges.
 - (i) Access badge or key privileges are extended only to the person to whom it was issued. Loaning an access badge or key may result in the immediate revocation of the access privileges or other penalties as authorized by the Airport Manager.
 - (j) Access badges or keys shall not be altered.
 - (k) Access badges shall be worn at all times in the SIDA or secure areas of the AOA.

(Ord. No. 3623, 11-13-72; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-10. Abandonment.

If a lessee or user of airport real property or improvements thereon fails for any reason to actively and continuously conduct and engage in business and activities permitted at the airport for a period of one hundred twenty (120) days or longer, the City may terminate and cancel the lease, contract or permit under which the lessee or user occupies the property or improvements or conducts business or activities at the airport, notwithstanding any provision therein to the contrary.

Sec. 3-1-11. Taxes.

If a lessee or user of airport real property or improvements thereon shall become subject to taxation pursuant to any statute or ordinance, such lessee or user shall pay when due all such taxes assessed against the lessee or user. Failure to timely pay such taxes shall constitute a default under such lessee's or user's lease or contract with the City and be grounds for immediate termination of such lease or contract by the City, notwithstanding any provision therein to the contrary.

Sec. 3-1-12. Unlawful business interest.

It shall be unlawful for any person, firm or corporation, or any officer, director, shareholder, partner or manager thereof, to conduct commercial operations on the airport under a written lease, contract or permit with the City to, directly or indirectly, own or have any interest, whether financial or otherwise, in any commercial operations conducted on the airport other than the commercial operations specifically authorized by such lease, contract or permit at the location specified therein. A violation of this Section by any person, firm or corporation, or any officer, director, shareholder, partner or manager thereof, shall constitute grounds for immediate termination of the lease, contract or permit of such person, firm or corporation, notwithstanding anything contained therein to the contrary.

Sec. 3-1-13. Sale of real property.

The City Council is authorized to sell and transfer, by resolution, any real property located in the Airport Industrial Park for such purposes and upon such terms and conditions as the City Council shall determine.

Sec. 3-1-14. Combined service fee.

- (a) As used in this Section, the following words shall have the following meanings:
 - (1) *Developed property* means and includes all the land owned by a person or entity which has been developed by constructing one (1) or more buildings on any portion thereof.
 - (2) *Occupant* means a tenant in possession of the developed property.
- (b) There is imposed upon all owners and occupants of developed property located in the Airport Industrial Park a fee and charge in reimbursement to the City for providing the following services to the developed property, to wit: fire protection, public street maintenance, including landscaping, and storm drainage facilities and street lighting (the "Services").
- (c) The fee and charge for services shall be known as the combined service fee and is hereby fixed and established in the following monthly amounts during the following years for each acre of developed property located in the Airport Industrial Park:

Year	Monthly Fee Per Acre
2004 (July — December)	\$58.75
2005 and each year thereafter	41.66

- (d) The revenue from the combined service fee shall be exclusively dedicated to and used for the payment of the direct and indirect costs of providing the services.
- (e) Monies paid to the City by Pueblo County, Colorado, for the provision of fire protection services at the Airport Industrial Park shall be allocated and applied to the combined service fee, and the pro-rata share of such monies shall be credited against the combined service fee established in Subsection (c) above.
- (f) All owners and occupants of developed property located in the Airport Industrial Park shall pay the monthly combined service fee in advance, on or before the 15th day of each calendar month, commencing with the month of June 2004. If the occupant shall pay the combined service fee, such payment shall relieve the owner from such obligation, but the City shall not be required to look to any person other than the owner to pay the combined service fee. All unpaid combined service fees shall accrue interest at the rate of one percent (1%) per month until paid in full.

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- (g) If the combined service fee is not timely paid, the Airport Manager shall cause to be given to the owner and occupant of the developed property a notice of disconnection stating the amount of the due and unpaid combined service fee and interest, describing the property served and the combined service fee and advising the owner and occupant of the developed property that, if the due and unpaid combined service fee and interest remain unpaid for a period of sixty (60) days after the date of such notice, the developed property and improvements thereon will be disconnected from the services and the developed property and improvements thereon will no longer receive the services. Such notice may be given by personal service or by first-class mail or, if the developed property is vacant or if the owner of the developed property cannot be located after reasonable efforts, by posting such notice in a conspicuous place on the developed property or improvements located thereon. If notice is given by mail, notice shall be deemed given five (5) days after the date of mailing. If notice is given by posting, notice shall be complete five (5) days from the date of posting. If the owner or occupant of the developed property fails, neglects or refuses to pay in full all due and unpaid combined service fees and interest described in the notice and which have accrued thereafter, within sixty (60) days after the date of the notice, the Airport Manager shall cause the developed property and improvements thereon to be disconnected from the services, and no service shall thereafter be provided to the developed property or improvements thereon unless and until all delinquent combined service fees and interest have been paid in full.
- (h) Neither the imposition nor payment of the combined service fee shall in any manner obligate the City to continue to furnish and provide the services. The City may, from time to time, reduce, modify, eliminate, add to or substitute any or all of the services. The City Council may by resolution modify, increase or decrease the combined service fee, provided that the combined service fee shall be reasonably related to the overall cost (direct and indirect costs) of the services. The City's cost may include the cost of equipment and capital improvements amortized over their useful life.
- (i) All unpaid combined service fees plus interest shall be a charge against the owner of the developed property and shall be treated as a debt due the City from the owner. The unpaid combined service fees, plus interest and cost of collection, including reasonable attorney fees, may be collected from the owner of the developed property in an action at law.
- (j) The combined service fee fixed and established by Subsection (c) above constitutes and shall be deemed to constitute the Combined Service Fee and the amount thereof payable by owners of real property in the Airport Industrial Park pursuant to agreements, contracts, deeds and covenants among such owners and the City. Payment of the combined service fee for developed property pursuant to this Section shall relieve such owner from the obligation to pay a combined service fee under any agreement, contract, deed or covenant between such owner and the City.

(Ord. No. 7144, 5-10-04; Ord. No. 8181 §1, 4-26-10; Ord. No. 8331 §1, 4-11-11)

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation



city of
PUEBLO
colorado

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760

DEPARTMENT OF AVIATION

July 13, 2022

Re: Pueblo Airport Jettison Area and Communications

- Designated Area has been identified to be North of Runway 8L/26R (the Training Runway) and East of Runway 17/35. See Attachment A
- When jettison is required, pilot must coordinate with the Air Traffic Control Tower (ATCT) to ensure safe operation.
- Pueblo Air Tanker Base must inform Airport Admin (719) 553-2760 or Airport Ops (719) 320-2710 prior to jettison, to prevent people or machinery being in the area. Pueblo Airport Maintenance will make every effort to alert Pueblo Air Tanker Base of possible work being done in the jettison area during fire base operations.

Thank you for your cooperation with these procedures.

Greg Pedroza
Director
Pueblo Memorial Airport

ATTACHMENT A



Pueblo Airport Jettison Area

The identified jettison area at Pueblo is just North of the Short Training Runway, 8L/26R, and East of Runway 17/35. In the event of a pilot needing to jettison their load the Flight Control Tower will be contacted (719) 948-3374 or 119.1 to inform them.

Jettison Area: 38 17.36.86 North
104 29.59.85 West

When an airtanker is required to jettison their load the ATBM will inform the tower and the PIDC. Additionally, ATBM will notify Airport Administration (719) 553-2760 or Pueblo Airport Operations (719) 320-2710 prior to jettison or as soon as practical. Hazards identified are a group of towers north of the Primary 8R/26L runway.

In the event of an inadvertent discharge of the retardant load outside the target area, the PIC (Pilot in Command) will provide the ATBM with the coordinates. The ATBM will visit the site personally or delegate the site visit. A site survey and evaluation will be conducted, the landowner notified and follow up recommendations made if any further action required.