AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement between the Board of County Commissioner

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Boeing

Term Begins: 6/1/2020 **Term Ends:** 6/30/2020 **Grant Contract #:**

Summary:

Agreement for Boeing to conduct high altitude flight testing with a Chinook CH-47 Helicopter, use of the helicopter tether test pad, and to request standby ARFF Index B services.

Fiscal Impact: Paid to the Airport: $7000 for test program; $1,500 tether pad use; On-Request fees

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/21/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/22/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/22/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/29/2020

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 6/2/2020

Revised April 2015

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND BOEING FOR THE AUTHORIZATION OF FLIGHT TESTING ACTIVITIES, THE USE OF THE HELICOPTER TETHER TEST PAD AND PROVISION OF ARFF AND OTHER AIRPORT SERVICES

THIS AGREEMENT regarding the authorization to conduct flight testing activities, the use of the Helicopter Tether Test Pad and the provision of ARFF services at the Gunnison-Crested Butte Regional Airport ("Agreement") made as of _____, 2020 is by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO ("County") and The Boeing Company (Company).

WHEREAS, the County owns and operates the Gunnison-Crested Butte Regional Airport ("Airport") and with the operation of the Airport provides a helicopter tether test pad and the capability of providing Index B ARFF services; and

WHEREAS, the Company desires to conduct High Altitude flight testing of the CHINOOK CH-47 Helicopter and

WHEREAS, the Company has requested the use of the helicopter tether test pad and the provision of ARFF services as defined herein during the period of the test program.

NOW, THEREFORE, the County has agreed to the use of the helicopter tether test pad and to provide ARFF and other services as defined herein during the period of the flight testing and in consideration of the mutual covenants, terms and conditions herein, the County and the Company do mutually undertake and agree as follows:

1. DEFINITIONS

As used in this Agreement, defined words and terms shall have the following meanings:

1.1 "Agreement" is this Operating Agreement and use of Airport Facilities and/or Services.

1.2 "Airport" is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, whose address is 519 Rio Grande Avenue, Gunnison, Colorado 81230.

1.3 "Airport Facilities" include the Terminal and other public improvements and aeronautical facilities located at the Airport.

1.4 "Airport Manager" is the manager of the Airport as may be designated from time to time by the County.

1.5 "ARFF" is Aircraft Rescue Fire Fighting as defined under FAR Part 139.

1.6 "Employees" means Airline's officers, employees, contractors and/or agents performing activities at the Airport.

1.7 "Services" means any services, materials, articles, services or work (including any part or parts of them) to be supplied to the Company by the County.

1.8 "Company" means The Boeing Company.

1.9 "The County" means the Board of County Commissioners of the County of Gunnison, Colorado, 200 W. Virginia Gunnison, Colorado 81230.

1.10 "Ramp" is that portion of the aircraft ramp/apron at the Airport for use by air aircraft.

1.11 "Weight" shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. TERM

The term of this Agreement shall be the period commencing on June 1st, 2020 and ending June 30th 2020 - (the "Term").

3. USE OF THE AIRPORT FACILITIES

The Company shall use the Airport Facilities to conduct High Altitude Flight Testing of the CH-47 Chinook Helicopter as follows:

a. Type of Testing – Low Altitude over Runway 06/24 and load testing on the helicopter tether test pad.
b. Hours of Operation – Testing, including engine run-up, which involves the helicopter remaining within the airfield boundary, will take place after 6:00am local time and terminate at or before 5.00pm local time.
c. Days of Operation – Monday through Saturday with no testing on Sundays or Public Holidays.

4. DESCRIPTIONS OF AIRPORT PROVIDED SERVICES

4.1 The availability to the Company of the airport's helicopter tether test pad facility together with any Company requested routine daily maintenance of the test pad i.e. dust control.

4.2 As requested by the Company, the Load Testing of the helicopter test pad anchor point to at least 45,000lbs by the Airport prior to the beginning of the test program.

4.3 The County agrees to provide and at Company's sole request and discretion, on call ARFF services as follows;

a. During Low Altitude testing, one certified ARFF Officer and one ARFF Index B Truck will be available on station standby during the duration of the test.
b. During helicopter tether pad testing, one suited up certified ARFF Officer and one ARFF Index B Truck stationed at a location within the Airport determined by the Company during the duration of the test ("Services").
c. It is recognized and understood between the Company and County, that if an aircraft emergency occurs involving an aircraft other than the Company's aircraft during the times of testing, ARFF coverage will be discontinued for the duration of that emergency.

4.4 NOTAM dissemination as required.

4.5 Storage space and ground handling support (security/AOA) for any Company equipment required, in support of Company's test program to include security and AOA escort of transport vehicles and provision of available County loading vehicles.

5. COMPENSATION

5.1 In exchange for the use of the Airport facilities and provision of the Services as defined above, the Company shall reimburse the County as follows:

a. Use of the helicopter tether test pad - $7,000 for the entire duration of test program during the Term of this Agreement.
b. On request "station standby" ARFF Services for Low Altitude Testing - $200 per hour.
c. On request "on-site" Tether Pad Testing ARFF Services - $500 per hour.

5.2 Cost of the use of the helicopter tether test pad includes any Company requested surface preparation by Airport employees and equipment. i.e. watering down to minimize dust.

5.3 Cost of a Certified ARFF Officer and ARFF Index B Truck will be applied in 15 minute segments – i.e. $50.00 for low altitude testing and $125.00 for tether testing.

5.4 Company shall reimburse the County cost for stress and strength testing of the tether pad anchor point. The amount of reimbursement from Company to County shall be $1500.00.

5.5 If requested by the Company, the Airport shall for duration of the term, prepare and provide space, assist with loading/off-loading if passible and AOA/security escort for delivery and storage of any Company materials, ballast etc at helicopter tether pad site - $1,000.

6. PAYMENT

6.1 Invoices for payment will be submitted monthly.

6.2 The Company shall pay all valid invoices for payment within 30 days of receipt.

7. CONDITIONS OF AGREEMENT

This Agreement is subject to the following conditions:

7.1 APPLICABLE LAW

a. The Agreement shall be governed by and interpreted in accordance with Colorado Law. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state of Colorado District Court governing Gunnison County, Colorado.

b. Each party hereby warrants to each other that entry into the Agreement does not and performance thereof will not in any way violate or conflict with any provision of federal or state law, statute, rule, regulation, judgment, writ, injunction, decree or order applicable to it; and that the Agreement does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, Agreement or other liability, charge or encumbrance upon any of its properties or other assets.

c. Each party hereby understands and agrees that the provisions of this Agreement shall survive any termination of the Agreement for any reason whatsoever and shall remain fully enforceable as between the parties notwithstanding such a termination.

8. **DURATION**

8.1 Agreement shall be operative for the period stated under **2. TERM**. If the program cannot be completed during the stated term, the Parties shall endeavor to agree to revised dates and the Agreement may be amended accordingly.

9. **INDEMNITY**

9.1 Each Party shall indemnify the other Party, its employees and Agents from and against any direct expense, liability, direct loss and claims in respect of death or injury to any person, loss of or damage to property and any other loss, damage, cost or expense which may arise out of or in consequence of any willful or wanton act of the Company or its personnel in the performance or non-performance of the Agreement.

10. **INSURANCE**

10.1 The Company agrees that at all times during the Term of this Agreement, the Company shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies with Gunnison County listed as an additional insured (but the Company's insurance will not be required to pay damages for the portion of any loss caused by negligence or willful misconduct of County, its officers, employees, agents, or contractors). Within thirty (30) days of execution of this Agreement, the Company will provide insurance certificates to the County for coverages required herein which shall state that such policies shall not be materially changed or cancelled without (14) days prior notice to the Board. (If the insurance certificate fails to include such statement, then the Company agrees that it will promptly notify the County of such material change or cancellation. A "material change" is a reduction in coverage below that required by this Section 10.1) If coverage is cancelled or terminated for any reason, the County shall have no further obligation to provide services under this Agreement. Furthermore, the County will provide copies of insurance certificates to the Company for the coverages it has in place.

a. If applicable, workers compensation insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Company during the term of this Agreement.
b. Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate of Bodily Injury Liability and $500,000 for Property Damage Liability.
c. If applicable, comprehensive automobile liability insurance on all vehicles owned or brought to the premises by the Company, in an amount no less than one hundred fifty thousand dollars for any injury to one person in any

single occurrence, and in an amount no less than six hundred thousand dollars for any injury to two or more persons in any single occurrence.

10.2 NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any other provision to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, in whole or part, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended, or as otherwise provided. The parties understand and agree that liability for claims for injuries to persons or property arising out of conduct of Gunnison County, its boards, officials and employees is controlled and limited by the provisions of section 24-10-101 et seq., C.R.S., as now or hereafter amended.

11. TERMINATION

11.1 The Company or County shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the County or Company 7 days written notice whereupon all work on the Agreement shall be discontinued and the Company shall pay to the County fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss. Furthermore, in the event of termination by County, County shall pay to Company fair and reasonable compensation for on-site work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss

11.2 The Company or County shall have the right at any time by giving the County or Company written notice to terminate the Agreement immediate if:

a. The County cannot in the reasonable opinion of the Company adequately fulfill its obligations under the Agreement.

b. The Company violates the conditions of the ARFF services as requested.

c. The termination of the Agreement, however arising, will be without prejudice to the rights and obligations of the Parties, which have accrued prior to termination. The Conditions, which expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.

12. WAIVER

12.1 Failure or delay by the Company or the County in enforcing or partially enforcing any provision of the Conditions will not be construed as a waiver of any of the Company's or County's rights under the Agreement.

12.2 Any waiver by the Company or the County of any breach of, or any default under, any provision of the Agreement by the County or the Company will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

13. SEVERABILITY

13.1 If any provision of these Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidablity, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14. DISPUTE RESOLUTION

14.1 If any dispute arises out of or in connection with this Agreement ("Dispute") the Parties may seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either party will be entitled to initiate the process by written notice to the other. Any such procedure shall be held in Gunnison County, Colorado, and the laws of the state of Colorado shall apply to such Dispute.

15. ASSIGNMENT AND SUB-CONTRCTING

15.1 Neither the County nor the Company shall be entitled to assign the Agreement or any part of it without the prior written consent of the Company and County.

15.2 Sub-contracting by the County or Company shall not in any way relieve the County or Company of any of its responsibilities under the Agreement.

16. NOTICES

16.1 A notice given under, or in connection with, the Agreement must be in writing and delivered by hand or sent by first class post or by facsimile or electronic communication to the address of the Company or County.

16.2 Notice shall be deemed given:

a. if sent by post Air mail - seven business days, after posting exclusive of the day of posting)

b. if sent by facsimile or electronic communication: at the time of transmission.

17. OTHER AGREEMENTS

17.1 Company agrees to abide by and be subject to all airport (a) Minimum Standards, and (b) Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport. A copy of the County's existing rules and regulations relating to operations at the Airport are annexed to this Agreement as Exhibit 1.

18. CHANGES TO THE AGREEMENT

18.1 In the event that either Party requires a change to the Agreement, the Party requiring the change shall immediately inform the other Party in writing. Such a change shall not come into effect until a written acceptance of the proposed change, detailing any consequential amendments, is issued by one Party and accepted by the other Party by persons authorized to agree to such changes.

19. FEDERAL REQUIRMENTS, NONDISCRIMINATION.

a. The Company and County agree that in conducting its operations under this Agreement it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. The Company and County agree: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of County at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Company shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation, and as said regulations may be amended.

c. The Company and County agree that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Company assures that it will require that its covered sub-organizations provide assurances to Company that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. The Company and County agree that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Company may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. The Company and County agree that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Company by either the County or the U.S. Government, and Company's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this Agreement. In the event of such noncompliance, the County shall have the right to terminate this Agreement and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

20. CONFIDENTIALITY

20.1 Save for information which is in the public domain (otherwise than by a breach of this Condition), or that is required to be produced under the Colorado Open Records Act or other applicable law, the County shall keep secret and not disclose any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the County by the Company or its agents and any other confidential information concerning the Company's business or its products which the County may obtain and the County shall restrict disclosure of such confidential material to such of the County's employees, agents or sub-contractors on an as need to know basis, the same for the purpose of discharging the County's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Company.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, including but not limited to, act of God or Governmental act, flood, fire, explosion, accident, act of terrorism, civil commotion, industrial dispute, or transportation or communications problem, or impossibility of obtaining materials. For the avoidance of doubt, the Parties' indemnity obligations are not excused by this Section 21.1.

21.2 Each Party hereto agrees to give forthwith to the other on becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure.

22. INDEPENDENT CONTRACTOR

a. In carrying out its obligations and activities under this Agreement, Company is acting as an independent Contractor and not as an agent, partner, joint venture or employee of Gunnison County. Company does not have any authority to bind Gunnison County in any manner whatsoever.

b. Company acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Company is obligated to pay federal and state income tax on any moneys paid it related to the services.

23. IMMIGRATION COMPLIANCE CERTIFICATION

Company certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement. Company further certifies

that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement. Finally, Company certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

24. METHOD OF NOTICES

All notices or other written correspondence desired or required to be sent pursuant to this Agreement shall be sent to the respective parties as follows:

If to the County: County Manager
Gunnison County
200 W. Virginia
Gunnison, CO 81230

If to the Company: The Boeing Company
C/O MBG Consulting, Inc.
980 N. Michigan Ave. Suite 100
Chicago, IL 60611-4521
Attn: Lease Administration

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Date: _____

_____
Jonathan Houck, Chairperson

_____
John Messner, Commissioner

_____
Roland Mason, Commissioner

Attest:

_____

Boeing

Date: 5-13-2020

Scott Rightnowar, Authorized Signatory

Witness:

Holly B. Arnsdell

Exhibit 1

Gunnison-Crested Butte Regional Airport
Minimum Standards &
Rules and Regulations

Rules and Regulations
Gunnison/Crested Butte Regional Airport
REVISED : JULY 6, 2011
Board of County Commissioners
Gunnison, Colorado i

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1. COMMON DEFINITIONS.

The following definitions are applicable to these Rules and Regulations, the Minimum Standards and policies adopted for or by the Gunnison/Crested Butte Regional Airport. These definitions shall apply to these terms whenever used in these documents, unless expressly defined differently therein, whether or not the terms are capitalized.

1.1 Aeronautical Activity. Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered “Commercial Aeronautical Activities” within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft maintenance, sale of Aircraft parts, and any other activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

1.2 Aircraft. Means any airplane, helicopter, flying machine, balloon, parachute, glider or any contrivance now known or hereafter invented, used or designed for air navigation or flight.

1.3 Air Operations Area (AOA). A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

1.4 Airport Operations. Those County employees who are designated by the Airport Manager to oversee activities on the AOA.

1.5 Aircraft Maintenance. Means the repair, adjustment, or inspection of Aircraft. “Major Repairs” means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

1.6 Airframe and Powerplant Mechanic (A&P Mechanic). A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

1.7 Airport. The property and facilities known as the "Gunnison/Crested Butte Regional Airport," including any property which may be acquired or leased by the County to serve as part thereof, including the passenger terminal facility.

1.8 Airport Manager. Means the person responsible for administration and operation of the Airport, and that person’s designees. 2

1.9 Airport Layout Plan (ALP). The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, navaids, apron, airport operations areas, etc.
1.10 ATC. Air traffic control.
1.11 Apron. Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.
1.12 Based Aircraft. Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.
1.13 Building. The main portion if each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.
1.14 County. The County of Gunnison, Colorado.
1.15 CFR. Code of Federal Regulations.
1.16 Commercial. That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. Commercial activities include the sale, offering for sale, rental or furnishing of any commodity, article, facility or space, or the provision of any service for compensation of any type, whether the same occurs in whole or part on the Airport.
1.17 Courtesy Vehicle. Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.
1.18 DHS. Department of Homeland Security of the United States government.
1.19 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.
1.20 Environmental Laws. Any and all laws, rules, regulations, regulatory agency guidance's and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. 3

1.21 Extremely Hazardous Substances. Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.
1.22 FAA. Federal Aviation Administration of the United States government.
1.23 FAR Part 135 Aircraft Charter. An Operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.
1.24 Fixed Base Operator (FBO). Means an Operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required by Minimum Standards, or may be authorized under a Lease or License.
1.25 Flying Club. A non-profit Operator organized for the primary purpose of providing its members with one or more Aircraft for the members' personal use and enjoyment only.
1.26 Fuel Handling. The transporting, delivering, fueling, or draining of fuel or fuel waste products.
1.27 Hazardous Materials. Means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos' (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).
1.28 Improvements. All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards.
1.29 Landing. All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.
1.30 Large Aircraft. An Aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW). 4

1.31 Lease. A contractual agreement between the County and a Person, granting the use of a defined ground or building area on the Airport for a term of years, and establishing conditions for its use.
1.32 License. A contractual agreement between the County and a Person, granting a concession or otherwise authorizing the conduct of a Commercial activity on the Airport, which is in writing and enforceable by law. A License may be a stand-alone documents or may be combined with a Lease into one document.
1.33 Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.
1.34 Model Aircraft. Model rockets, free-flying model airplanes, model helicopters, model dirigibles or any similar model devices, whether or not radio controlled. Model Aircraft does not include model aircraft which are attached to the operator by rope, wire or other physical wire-type attachment used to guide the model in a circular flight pattern.
1.35 Movement Area. Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that Aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.
1.36 National Fire Protection Association (NFPA). All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
1.37 Non-Commercial. Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.
1.38 Non-Movement Area. Taxilanes, aprons and other areas not defined as Movement Areas as shown on the ALP.
1.39 Operator. Means any Person based on or conducting business at the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as Operators, per se.
1.40 Person. Any individual, sole proprietorship, corporation, limited liability entity, partnership, trust, estate or other form of entity.
1.41 Principals. For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder. 5

1.42 Ramp. A paved area suitable for Aircraft parking.
1.43 Repair Facility. A facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.
1.44 Refueling Vehicle. Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.
1.45 Regulatory Measures. Federal, state, county, local, Airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.
1.46 Release. Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.
1.47 Restricted Area. Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.
1.48 Scheduled Air Carrier. Any Operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall also be governed by the terms of an Airport Use Agreement, and are subject to the requirements of the Minimum Standards.
1.49 Run-up. Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.
1.50 Security Identification Display Area (SIDA). An area of the Airport identified in the Airport Security Plan as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.
1.51 Specialized Aviation Service Operator (SASO). Means an Operator that provides any one of the services listed in Article Four of the Minimum Standards. The following are not included within this definition.
1.51.1 Employees of Aircraft Owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the 6

employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.
1.51.2 Services authorized by a Commercial Aeronautical Activity within its hangar facilities for Aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the County.
1.52 Sterile Area. That portion of the Airport that provides passengers access to boarding Aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.
1.53 Sublease. A lease granted by an Airport lessee to another entity of all or part of the property or space leased from the County, where on a sole or joint lease basis.
1.54 Taxilane. The portion of the Airport used for Aircraft access between taxiways, hangars, and aprons as shown on the ALP.
1.55 Taxiway. A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding the runway) as shown on the ALP.
1.56 Terminal Area. The passenger terminal proper, Aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled Air Carriers.
1.57 Tie-Down. The area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable tie-down points have been located.
1.58 Through the Fence or Off-Airport Access. Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the County.
1.59 Toxic Chemicals. Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.
1.60 Transient Aircraft. Any Aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.
1.61 TSA. United States Transportation Security Administration.
1.62 Vehicle Service Road or Perimeter Roadway. A designated roadway for vehicles in a non-movement area as shown on the ALP.
2. INTRODUCTION. 7

2.1 Purpose. These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §41-4-106 and §18-9-117(1). They are designed to protect the public health, safety, interest, and general welfare at the Airport and to restrict or prevent any activity which would interfere with the safe, orderly and efficient use of the Airport by passengers, operators, tenants, and other users.
These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License or Permit with the County or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.
2.2 Applicability, Compliance and Conditional Use of the Airport. Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.
2.3 Enforcement.
2.3.1 The Airport Manager may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule or regulation of the federal government or the State of Colorado, and may deny use of the Airport and its facilities to any such person if it is determined by the Airport Manager that such denial is in the public interest.
2.3.2 Section 18-9-117 of the Colorado Revised Statutes makes it unlawful for any person to violate certain of these Rules and provides penalties for violation of such rules.
2.4 Variance or Waiver. Upon written request, the Airport Manager may vary from the provisions of these Rules at any time when circumstances demonstrate that it is in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist. Variances are only in effect when reduced to writing.
2.5 Administrative Review and Court Proceedings.
2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the County, or on behalf of the County by the Airport Manager, to deny, suspend, terminate or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the County Manager for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the 8

provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The County Manager may hold a hearing on the petition, in his sole discretion, may designate an officer or employee of the County as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the County Manager, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the County Manager or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the County Manager. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the County Manager.

2.5.5 After hearing, or consideration of such additional submittals as they may permit or require, the County Manager or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the County and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the County. A request for reconsideration of the determination may be made, by the petitioner or the Airport Manager, if filed with the County Manager within fifteen (15) days of the date of determination, in which case the County Manager shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the County upon the date the County Manager rules on the request for reconsideration.

2.5.6 The District Court of the Seventh Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the County Manager or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. GENERAL RULES AND REGULATIONS.

3.1 Abandoned, Derelict or Lost Property. Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to Airport Operations. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees. 9

3.2 Accidents or Incidents. In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Airport Manager, in addition to other appropriate notifications.

3.3 Animals. Domestic pets and animals, except animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Airport Operations, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 Commercial Activities. Commercial activity of any kind on the Airport requires the express written permission of the County through a specifically authorized Lease, sublease, License, permit or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

3.5 Compliance with Regulatory Measures. All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.6 Fire/Open Flames. Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance. Burn permits may be issued in the discretion of the Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities.

3.7 General Conduct. No Person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, if any, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited, except with approval of the Airport Manager. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner 10

offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.8 Hazardous Materials. No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Material Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special Waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Airport Manager. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during Aircraft preflight inspection.

3.9 Hazardous Material Spills. Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the Fire Department personnel. At the discretion of the Hazardous Materials Team, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the Hazardous Materials Team with required documentation of proper disposal. Any costs incurred by the Airport in such instances shall be reimbursable to the County by the Person responsible for the spill.

3.10 Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Airport Manager or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings. 11

3.11 Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Airport Manager and in compliance with air quality regulations, the Fire Code, and the Airport's Storm Water Management Plan (SWMP).

3.12 Preservation of Property. No Person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport, except with the consent of the owner or operator thereof. Any Person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to Airport Operations and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

3.13 Signage/Advertisements. Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport Manager may designate. No signage may be installed on the Airport without the prior written approval of the Airport Manager.

3.14 Solicitation, Picketing, and/or Demonstrations. The Airport Manager is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable time, place and manner guidelines for the exercise of such First Amendment rights. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies as may be adopted by the Airport Manager.

3.15 Sound Amplifying Devices. Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Airport Manager is given prior to their installation and use.

3.16 Special Events. Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, license, operating agreement or permit with the Airport Manager.

3.17 Through-the-Fence Activities. All "Through-the-Fence" activities may be conducted only in accordance with written Permit with the County. No such “Through the Fence” activity shall be authorized except in strict accordance with the Airport’s Minimum Standards.

3.18 Trash and Other Waste Containers. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized. 12

Tenants, Operators and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.19 Use of Roadways and Walkways. No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic, or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.20 Buildings and Remodeling. It shall be unlawful for any person, other than the County, to construct, reconstruct or remodel any Building or other Improvement on the Airport without first obtaining a permit from the County, pursuant to the Airport's Development Standards and applicable building and other codes when applicable.

3.21 Notification by Airlines. Airline shall promptly notify the County of any anticipated delays on arrivals or departures greater than one-half hour. Failure to so notify the County of any delays shall result in additional rent payable by Airline in the amount of $250 per hour, pro-rated on 15-minutes intervals. Such additional rent is not a penalty, but is the agreed estimated value of additional County services provided with respect to scheduled arrivals and/or departures should the County not be informed of delayed.

4. SECURITY AND SAFETY.

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas. Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and
4.1.1.1 Having prior authorization of the Airport Manager or under appropriate supervision or escort; or
4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access to certain secured areas of the Airport.
4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secure area.
4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to Airport Operations. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Gunnison Dispatch and Airport Operations.
4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.
4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, waist or higher, while inside a secure area.
4.1.6 Airport identification badge holders must notify the Airport Manager of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.
4.1.7 Any person with a proper Airport identification badge may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.
4.2 Airport Identification Badges.
4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Airport Manager and all requirements have been met.
4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide Airport Operations the proper identification; 14

complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.
4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
4.2.4 Sterile Area. Any persons desiring to enter a sterile area are subject to security screening.
4.3 Security Access. All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from Airport Operations. The permit must be placed in the proper location on the vehicle and clearly visible at all times.
4.3.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.
4.3.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Airport Operations and the Gunnison Dispatch.
4.3.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.
4.3.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.
5. AIRCRAFT RULES AND REGULATIONS.
5.1 Accidents or Incidents.
5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light or fixture.
5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager. Once authorization to remove the Aircraft has been issued, the Aircraft operator 15

shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.
5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.
5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.
5.2 Aircraft Assembly. Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Airport Manager.
5.3 Aircraft Cleaning. Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the Airport's Storm Water Management Plan, a copy of which is on file with the Airport Manager and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWMP.
5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.
5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility or fueling operation.
5.4 Aircraft Maintenance and Repair. Aircraft maintenance and repair is permitted only in areas designated by the Airport Manager.
5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.
5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.
5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Airport Manager.
5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Airport Manager. 16

5.5 Aircraft Operations.

5.5.1 When required by the FAA for the type of Aircraft operated, the operator of any Aircraft shall hold a currently valid airman certificate with appropriate airman rating record issued by the FAA. Aircraft shall carry FAA issued and currently effective aircraft registration certificate, aircraft worthiness certificate, and aircraft operation record, when required by FAA for the type of Aircraft involved.

5.5.2 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

5.5.3 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Airport Manager.

5.5.4 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.5 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Airport Manager.

5.5.6 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.7 Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another Aircraft, an Aircraft refueling operation, an Aircraft refueling vehicle, or a fuel storage facility.

5.5.8 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.9 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons.

5.5.10 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.11 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Airport Manager. Aircraft operators shall not 17

land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage.

5.6.1 No FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by Airport Operations.

5.6.5 Upon request of Airport Operations, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by Airport Operations. In the event the Aircraft operator refuses, is unable or unavailable, Airport Operations may move the Aircraft to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness. No Aircraft shall remain on the Airport, and outside a hangar, in excess of 90 days unless such Aircraft is registered by FAA, certificated and in airworthy condition.

5.8 Engine Run-Ups. Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Landing and Take-Off Operations For Fixed Wing Aircraft. Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.10 Passengers and Cargo. Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities. 18

5.11 Helicopter Operations.
5.11.1 All helicopters at the Airport shall take-off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.
5.11.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.
5.11.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.
5.11.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the Airport Manager.
5.12 Specialized Aeronautical Activities.
5.12.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.
5.12.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motor-less Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Airport Manager. Approval may be granted by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.
5.13 Model Aircraft. Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over or from the Airport.
6. MOTOR VEHICLE RULES AND REGULATIONS.
6.1 Air Operations Area (AOA).
6.1.1 All vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft. 19

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall attend and pass the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.
6.1.3 Airport Operations may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.
6.1.4 Use of, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skate boarding, and the recreational use of bicycles is not permitted.
6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.
6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.
6.2 Movement Area.
6.2.1 No vehicles except Airport vehicles, FBO refuelers, or emergency vehicles are permitted on runways, taxiways, and taxilanes.
6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the UNICOM before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one-hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.
6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 to 122.00 db), have a beacon or checker flag, valid ID and a reason for being in the movement area. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with UNICOM. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.
6.3 Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.
6.4 Parking and Standing.
6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped: 20

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;
6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;
6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);
6.4.1.4 On the side of a roadway;
6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);
6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;
6.4.1.7 Within four (4) feet of either side of a security fence; or
6.4.1.8 Other than in accordance with restrictions posted on authorized signs.
6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose. Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers and other vehicles may not be parked or stored on Airport property for longer than 72 hours, unless (a) parked in the passenger terminal parking lot, with payment had been made in advance, (b) written permission of the Airport Manager has been first obtained or (c) pursuant to a written agreement or lease with the County.
6.5 Vehicle Licensing and Equipment.
6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.
6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.
6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.
6.6 Vehicle Maintenance. Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in 21

an agreement with the Airport Manager, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Airport Manager.

6.7 Vehicle Operations. The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

7. FACILITIES RULES AND REGULATIONS. The following shall apply to all property and Buildings on the Airport, under a lease, sublease or otherwise:

7.1 Compressed Gases.

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured. 22

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.
7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.
7.2 Fire Prevention.
7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.
7.2.2 Tenants shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.
7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.
7.3 Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Fire Marshall.
7.4 Storage of Materials and Equipment. No person shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Airport Manager.
7.5 Telecommunications. No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the Airport Manager has provided notice in writing.
8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.
8.1 Permit. Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit with the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.
8.2 Best Practices.
8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, “Aircraft Fuel Storage, Handling and Dispensing on 23

Airports," the "Fuel Handling Safety Guidance" issued by the Northwest Mountain Region of the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Airport for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Control and Counter Measures, and file a copy with the Airport Manager.

8.3 Equipment.

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum,

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Airport Manager.

8.4 Fuel Flowage Fees.

8.4.1 A fuel flowage fee is payable to the Airport, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered by any person into any Aircraft at the Airport, and to all Through-The-Fence permittees (collectively, for purposes of this paragraph 8.4 alone, "Operators."). 24

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.
8.4.3 Operators shall furnish to the Airport Manager on or before the fifteenth (15th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Airport Manager. Operators shall pay the fueling fees determined to be owed no later than ten (10) days after the date of the Airport's billing statement.
8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The Airport's authorized representative shall have the right, to examine, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.
8.5 Fuel Storage Facilities.
8.5.1 Plans for fuel storage and installation shall be submitted to the Airport Manager for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.
8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.
8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Airport Manager.
8.5.4 All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.
8.6 Fueling Operations.
8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.
8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills. 25

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.9 of these Rules shall be followed.
8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.
8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and
8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and
8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.
8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.
8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.
8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.
8.6.7 Refueling Vehicles shall be positioned so that the vehicle has clear egress at all times.
8.6.8 Not more than one Refueling Vehicle shall be positioned to refuel each wing of an Aircraft and not more than two Refueling Vehicles shall be positioned to service the same Aircraft.
8.6.9 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.
8.6.10 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.
8.6.11 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids. 26

8.6.12 Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.
8.6.13 If an incapacitated medical patient is on board the Aircraft during fueling operations, the Fire Department personnel and equipment must be available at the scene.
8.6.14 For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.
8.6.15 Refueling Vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the Airport Manager during the transportation and delivery of fuel.
8.6.16 Refueling Vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the Airport Manager.
8.6.17 Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the Airport Manager.
8.6.18 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into fuel trucks if both the tractor-trailer and the fuel truck are bottom loading.
8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures.
8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Fire Department.
8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.
8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.
8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.
8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled. 27

8.8 Off-Premises Fueling. Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans. Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Fire Marshall, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles. Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Airport Manager and the Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Airport Manager upon request.

8.11 Training. All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Airport Manager, the Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations. Transient fueling operations (such as seasonal fire fighting operations) shall be subject to the inspection and approval of the Airport Manager; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

Rules and Regulations

Gunnison/Crested Butte Regional Airport

REVISED : JULY 6, 2011

Board of County Commissioners
Gunnison, Colorado

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1. COMMON DEFINITIONS.

The following definitions are applicable to these Rules and Regulations, the Minimum Standards and policies adopted for or by the Gunnison/Crested Butte Regional Airport. These definitions shall apply to these terms whenever used in these documents, unless expressly defined differently therein, whether or not the terms are capitalized.

1.1 Aeronautical Activity. Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities" within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft maintenance, sale of Aircraft parts, and any other activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

1.2 Aircraft. Means any airplane, helicopter, flying machine, balloon, parachute, glider or any contrivance now known or hereafter invented, used or designed for air navigation or flight.

1.3 Air Operations Area (AOA). A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

1.4 Airport Operations. Those County employees who are designated by the Airport Manager to oversee activities on the AOA.

1.5 Aircraft Maintenance. Means the repair, adjustment, or inspection of Aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

1.6 Airframe and Powerplant Mechanic (A&P Mechanic). A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

1.7 Airport. The property and facilities known as the "Gunnison/Crested Butte Regional Airport," including any property which may be acquired or leased by the County to serve as part thereof, including the passenger terminal facility.

1.8 Airport Manager. Means the person responsible for administration and operation of the Airport, and that person's designees.

1.9 Airport Layout Plan (ALP). The current FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, navaids, apron, airport operations areas, etc.

1.10 ATC. Air traffic control.

1.11 Apron. Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of Aircraft.

1.12 Based Aircraft. Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) with an assigned tie down or hangar space on the Airport, or on adjoining property which has direct taxiway access to the Airport.

1.13 Building. The main portion if each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

1.14 County. The County of Gunnison, Colorado.

1.15 CFR. Code of Federal Regulations.

1.16 Commercial. That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. Commercial activities include the sale, offering for sale, rental or furnishing of any commodity, article, facility or space, or the provision of any service for compensation of any type, whether the same occurs in whole or part on the Airport.

1.17 Courtesy Vehicle. Any vehicle used in commercial activity, other than a taxicab, to transport persons, baggage, goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

1.18 DHS. Department of Homeland Security of the United States government.

1.19 Equipment. All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

1.20 Environmental Laws. Any and all laws, rules, regulations, regulatory agency guidance's and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by the Airport) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

1.21 Extremely Hazardous Substances. Any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302 (a)(2) of the Emergency Planning and Community Right-to-Know Act ("EPCRTKA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.

1.22 FAA. Federal Aviation Administration of the United States government.

1.23 FAR Part 135 Aircraft Charter. An Operator who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.

1.24 Fixed Base Operator (FBO). Means an Operator that maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (AVGAS and Jet Fuel), Aircraft airframe and engine repair, and such other services as are required by Minimum Standards, or may be authorized under a Lease or License.

1.25 Flying Club. A non-profit Operator organized for the primary purpose of providing its members with one or more Aircraft for the members' personal use and enjoyment only.

1.26 Fuel Handling. The transporting, delivering, fueling, or draining of fuel or fuel waste products.

1.27 Hazardous Materials. Means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos' (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

1.28 Improvements. All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and construction standards.

1.29 Landing. All flights landed at the Airport for revenue and non-revenue purposes, including, but not limited to, commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the Airport after take-off due to an emergency.

1.30 Large Aircraft. An Aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW).

1.31 Lease. A contractual agreement between the County and a Person, granting the use of a defined ground or building area on the Airport for a term of years, and establishing conditions for its use.

1.32 License. A contractual agreement between the County and a Person, granting a concession or otherwise authorizing the conduct of a Commercial activity on the Airport, which is in writing and enforceable by law. A License may be a stand-alone documents or may be combined with a Lease into one document.

1.33 Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

1.34 Model Aircraft. Model rockets, free-flying model airplanes, model helicopters, model dirigibles or any similar model devices, whether or not radio controlled. Model Aircraft does not include model aircraft which are attached to the operator by rope, wire or other physical wire-type attachment used to guide the model in a circular flight pattern.

1.35 Movement Area. Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that Aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

1.36 National Fire Protection Association (NFPA). All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

1.37 Non-Commercial. Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

1.38 Non-Movement Area. Taxilanes, aprons and other areas not defined as Movement Areas as shown on the ALP.

1.39 Operator. Means any Person based on or conducting business at the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as Operators, per se.

1.40 Person. Any individual, sole proprietorship, corporation, limited liability entity, partnership, trust, estate or other form of entity.

1.41 Principals. For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

1.42 Ramp. A paved area suitable for Aircraft parking.

1.43 Repair Facility. A facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

1.44 Refueling Vehicle. Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

1.45 Regulatory Measures. Federal, state, county, local, Airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

1.46 Release. Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

1.47 Restricted Area. Areas of the Airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.

1.48 Scheduled Air Carrier. Any Operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall also be governed by the terms of an Airport Use Agreement, and are subject to the requirements of the Minimum Standards.

1.49 Run-up. Aircraft engine operation above normal idle speed, the purpose of which is engine maintenance or testing, but excluding engines operating for purposes of preparing for and taking off.

1.50 Security Identification Display Area (SIDA). An area of the Airport identified in the Airport Security Plan as requiring each person to continuously display on their outermost garment an airport-approved identification badge, unless under airport-approved escort.

1.51 Specialized Aviation Service Operator (SASO). Means an Operator that provides any one of the services listed in Article Four of the Minimum Standards. The following are not included within this definition.

1.51.1 Employees of Aircraft Owners. The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the

employee. Where this criterion is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

1.51.2 Services authorized by a Commercial Aeronautical Activity within its hangar facilities for Aircraft owned or leased by its subleases. Such authorization will be provided in writing on a form provided by the County.

1.52 Sterile Area. That portion of the Airport that provides passengers access to boarding Aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

1.53 Sublease. A lease granted by an Airport lessee to another entity of all or part of the property or space leased from the County, where on a sole or joint lease basis.

1.54 Taxilane. The portion of the Airport used for Aircraft access between taxiways, hangars, and aprons as shown on the ALP.

1.55 Taxiway. A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding the runway) as shown on the ALP.

1.56 Terminal Area. The passenger terminal proper, Aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and the operations of scheduled Air Carriers.

1.57 Tie-Down. The area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable tie-down points have been located.

1.58 Through the Fence or Off-Airport Access. Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the County.

1.59 Toxic Chemicals. Any substance or material subject to Section 313 of EPCRTKA (42 U.S.C. §11002(a)(2)) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

1.60 Transient Aircraft. Any Aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

1.61 TSA. United States Transportation Security Administration.

1.62 Vehicle Service Road or Perimeter Roadway. A designated roadway for vehicles in a non-movement area as shown on the ALP.

2. INTRODUCTION.

2.1 Purpose. These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §41-4-106 and §18-9-117(1). They are designed to protect the public health, safety, interest, and general welfare at the Airport and to restrict or prevent any activity which would interfere with the safe, orderly and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License or Permit with the County or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport. Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement.

2.3.1 The Airport Manager may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule or regulation of the federal government or the State of Colorado, and may deny use of the Airport and its facilities to any such person if it is determined by the Airport Manager that such denial is in the public interest.

2.3.2 Section 18-9-117 of the Colorado Revised Statutes makes it unlawful for any person to violate certain of these Rules and provides penalties for violation of such rules.

2.4 Variance or Waiver. Upon written request, the Airport Manager may vary from the provisions of these Rules at any time when circumstances demonstrate that it is in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist. Variances are only in effect when reduced to writing.

2.5 Administrative Review and Court Proceedings.

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the County, or on behalf of the County by the Airport Manager, to deny, suspend, terminate or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the County Manager for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the

provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The County Manager may hold a hearing on the petition, in his sole discretion, may designate an officer or employee of the County as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the County Manager, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the County Manager or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the County Manager. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the County Manager.

2.5.5 After hearing, or consideration of such additional submittals as they may permit or require, the County Manager or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the County and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the County. A request for reconsideration of the determination may be made, by the petitioner or the Airport Manager, if filed with the County Manager within fifteen (15) days of the date of determination, in which case the County Manager shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the County upon the date the County Manager rules on the request for reconsideration.

2.5.6 The District Court of the Seventh Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the County Manager or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. GENERAL RULES AND REGULATIONS.

3.1 Abandoned, Derelict or Lost Property. Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to Airport Operations. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents. In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Airport Manager, in addition to other appropriate notifications.

3.3 Animals. Domestic pets and animals, except animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Airport Operations, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 Commercial Activities. Commercial activity of any kind on the Airport requires the express written permission of the County through a specifically authorized Lease, sublease, License, permit or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

3.5 Compliance with Regulatory Measures. All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.6 Fire/Open Flames. Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance. Burn permits may be issued in the discretion of the Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities.

3.7 General Conduct. No Person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, if any, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited, except with approval of the Airport Manager. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner

offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.8 Hazardous Materials. No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Material Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special Waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Airport Manager. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during Aircraft preflight inspection.

3.9 Hazardous Material Spills. Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the Fire Department personnel. At the discretion of the Hazardous Materials Team, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the Hazardous Materials Team with required documentation of proper disposal. Any costs incurred by the Airport in such instances shall be reimbursable to the County by the Person responsible for the spill.

3.10 Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Airport Manager or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.11 Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Airport Manager and in compliance with air quality regulations, the Fire Code, and the Airport's Storm Water Management Plan (SWMP).

3.12 Preservation of Property. No Person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport, except with the consent of the owner or operator thereof. Any Person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to Airport Operations and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

3.13 Signage/Advertisements. Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport Manager may designate. No signage may be installed on the Airport without the prior written approval of the Airport Manager.

3.14 Solicitation, Picketing, and/or Demonstrations. The Airport Manager is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable time, place and manner guidelines for the exercise of such First Amendment rights. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies as may be adopted by the Airport Manager.

3.15 Sound Amplifying Devices. Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Airport Manager is given prior to their installation and use.

3.16 Special Events. Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, license, operating agreement or permit with the Airport Manager.

3.17 Through-the-Fence Activities. All "Through-the-Fence" activities may be conducted only in accordance with written Permit with the County. No such “Through the Fence” activity shall be authorized except in strict accordance with the Airport’s Minimum Standards.

3.18 Trash and Other Waste Containers. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized.

Tenants, Operators and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.19 Use of Roadways and Walkways. No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic, or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.20 Buildings and Remodeling. It shall be unlawful for any person, other than the County, to construct, reconstruct or remodel any Building or other Improvement on the Airport without first obtaining a permit from the County, pursuant to the Airport's Development Standards and applicable building and other codes when applicable.

3.21 Notification by Airlines. Airline shall promptly notify the County of any anticipated delays on arrivals or departures greater than one-half hour. Failure to so notify the County of any delays shall result in additional rent payable by Airline in the amount of $250 per hour, pro-rated on 15-minutes intervals. Such additional rent is not a penalty, but is the agreed estimated value of additional County services provided with respect to scheduled arrivals and/or departures should the County not be informed of delayed.

4. SECURITY AND SAFETY.

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas. Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Airport Manager or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access to certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secure area.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to Airport Operations. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Gunnison Dispatch and Airport Operations.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, waist or higher, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Airport Manager of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges.

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Airport Manager and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide Airport Operations the proper identification;

complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.2.4 Sterile Area. Any persons desiring to enter a sterile area are subject to security screening.

4.3 Security Access. All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from Airport Operations. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.3.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.3.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Airport Operations and the Gunnison Dispatch.

4.3.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.3.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. AIRCRAFT RULES AND REGULATIONS.

5.1 Accidents or Incidents.

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager. Once authorization to remove the Aircraft has been issued, the Aircraft operator

shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

5.2 Aircraft Assembly. Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Airport Manager.

5.3 Aircraft Cleaning. Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the Airport's Storm Water Management Plan, a copy of which is on file with the Airport Manager and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility or fueling operation.

5.4 Aircraft Maintenance and Repair. Aircraft maintenance and repair is permitted only in areas designated by the Airport Manager.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Airport Manager.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Airport Manager.

5.5 Aircraft Operations.

5.5.1 When required by the FAA for the type of Aircraft operated, the operator of any Aircraft shall hold a currently valid airman certificate with appropriate airman rating record issued by the FAA. Aircraft shall carry FAA issued and currently effective aircraft registration certificate, aircraft worthiness certificate, and aircraft operation record, when required by FAA for the type of Aircraft involved.

5.5.2 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

5.5.3 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Airport Manager.

5.5.4 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.5 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Airport Manager.

5.5.6 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.7 Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another Aircraft, an Aircraft refueling operation, an Aircraft refueling vehicle, or a fuel storage facility.

5.5.8 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.9 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons.

5.5.10 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.11 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Airport Manager. Aircraft operators shall not

land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage.

5.6.1 No FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by Airport Operations.

5.6.5 Upon request of Airport Operations, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by Airport Operations. In the event the Aircraft operator refuses, is unable or unavailable, Airport Operations may move the Aircraft to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness. No Aircraft shall remain on the Airport, and outside a hangar, in excess of 90 days unless such Aircraft is registered by FAA, certificated and in airworthy condition.

5.8 Engine Run-Ups. Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Landing and Take-Off Operations For Fixed Wing Aircraft. Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.10 Passengers and Cargo. Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.11 Helicopter Operations.

5.11.1 All helicopters at the Airport shall take-off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.11.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.11.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

5.11.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the Airport Manager.

5.12 Specialized Aeronautical Activities.

5.12.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.12.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motor-less Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Airport Manager. Approval may be granted by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.13 Model Aircraft. Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over or from the Airport.

6. MOTOR VEHICLE RULES AND REGULATIONS.

6.1 Air Operations Area (AOA).

6.1.1 All vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall attend and pass the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 Airport Operations may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skate boarding, and the recreational use of bicycles is not permitted.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area.

6.2.1 No vehicles except Airport vehicles, FBO refuelers, or emergency vehicles are permitted on runways, taxiways, and taxilanes.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the UNICOM before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one-hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 to 122.00 db), have a beacon or checker flag, valid ID and a reason for being in the movement area. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with UNICOM. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing.

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within four (4) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers and other vehicles may not be parked or stored on Airport property for longer than 72 hours, unless (a) parked in the passenger terminal parking lot, with payment had been made in advance, (b) written permission of the Airport Manager has been first obtained or (c) pursuant to a written agreement or lease with the County.

6.5 Vehicle Licensing and Equipment.

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance. Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in

an agreement with the Airport Manager, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Airport Manager.

6.7 Vehicle Operations. The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

7. FACILITIES RULES AND REGULATIONS. The following shall apply to all property and Buildings on the Airport, under a lease, sublease or otherwise:

7.1 Compressed Gases.

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention.

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.3 Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Fire Marshall.

7.4 Storage of Materials and Equipment. No person shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Airport Manager.

7.5 Telecommunications. No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the Airport Manager has provided notice in writing.

8. AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

8.1 Permit. Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit with the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices.

8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, “Aircraft Fuel Storage, Handling and Dispensing on

Airports," the "Fuel Handling Safety Guidance" issued by the Northwest Mountain Region of the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Airport for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Control and Counter Measures, and file a copy with the Airport Manager.

8.3 Equipment.

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum,

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Airport Manager.

8.4 Fuel Flowage Fees.

8.4.1 A fuel flowage fee is payable to the Airport, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered by any person into any Aircraft at the Airport, and to all Through-The-Fence permittees (collectively, for purposes of this paragraph 8.4 alone, "Operators.").

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Operators shall furnish to the Airport Manager on or before the fifteenth (15th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Airport Manager. Operators shall pay the fueling fees determined to be owed no later than ten (10) days after the date of the Airport's billing statement.

8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The Airport's authorized representative shall have the right, to examine, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.

8.5 Fuel Storage Facilities.

8.5.1 Plans for fuel storage and installation shall be submitted to the Airport Manager for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.

8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Airport Manager.

8.5.4 All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.

8.6 Fueling Operations.

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.9 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Refueling Vehicles shall be positioned so that the vehicle has clear egress at all times.

8.6.8 Not more than one Refueling Vehicle shall be positioned to refuel each wing of an Aircraft and not more than two Refueling Vehicles shall be positioned to service the same Aircraft.

8.6.9 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.10 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.11 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.6.12 Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.

8.6.13 If an incapacitated medical patient is on board the Aircraft during fueling operations, the Fire Department personnel and equipment must be available at the scene.

8.6.14 For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.

8.6.15 Refueling Vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the Airport Manager during the transportation and delivery of fuel.

8.6.16 Refueling Vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the Airport Manager.

8.6.17 Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the Airport Manager.

8.6.18 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into fuel trucks if both the tractor-trailer and the fuel truck are bottom loading.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures.

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling. Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans. Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Fire Marshall, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles. Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Airport Manager and the Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Airport Manager upon request.

8.11 Training. All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Airport Manager, the Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations. Transient fueling operations (such as seasonal fire fighting operations) shall be subject to the inspection and approval of the Airport Manager; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.