

**REQUEST FOR PROPOSALS
GIFT SHOP CONCESSION**

**Yampa Valley Regional Airport
Hayden, Colorado**

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GIFT SHOP CONCESSION

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I. INSTRUCTION TO PROPOSERS/RFP PROCESS

A. **PURPOSE**

The purpose of these Instructions is to furnish general information to prospective proposers concerning the proposing and awarding of a non-exclusive gift shop concession privilege in the terminal building at the Yampa Valley Regional Airport (YVRA). These Instructions are not intended to completely define the proposed contractual relationship to be entered into by Routt County, Colorado (County) and the successful proposer. Proposers are referred to the attached sample form of agreement, which County may enter into with the successful proposer. The final agreement will be similar in form to the attached sample, but the County reserves the right to make changes to the form of agreement, prior to final award, at the sole discretion of the County.

YVRA will review and evaluate each proposal to determine whether each proposal has been submitted in accordance with these Instructions to Proposers. County may deem proposals not submitted in accordance with these Instructions to be non-responsive, and may reject all or any non-responsive proposals.

County reserves the right to reject any or all proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the services through other means in the best interest of County. County may, at its sole discretion, modify or amend any and all provisions herein.

B. **GENERAL INFORMATION**

County has constructed and equipped an approximately 73,140 square-foot passenger terminal at YVRA, Appendix A1. The terminal includes six air carrier hold rooms, ticket lobby, airline operations spaces, baggage handling spaces, public areas, concession spaces and public restrooms. It is designed for commercial carriers serving all parts of the United States.

County desires to enter into an agreement for the purpose of financing, designing, operating and managing a first-class non-exclusive concession in the passenger terminal at YVRA. The concession shall sell to the traveling public and YVRA users such required and permitted products and provide services of very high quality as are stated in the individual specifications for the concession privilege herein.

One concession is being offered: a Gift Shop concession to be operated in the space identified as Gift Shop in Exhibits A2, attached.

C. **PRE-PROPOSAL CONFERENCE AND PROPOSAL SUBMITTAL**

A non-mandatory pre-proposal conference will be held on Wednesday, July 26, 2017 at 1:00 p.m. local time in the Airport Administration Conference Room, 11005 RCR 51A, Hayden, CO 81639. All interested proposers are encouraged to attend this conference. **After the pre-proposal conference, all questions or comments concerning these instructions, exhibits, appendices, sample agreements, and any clarifications or**

amendments to these instructions must be in writing. All questions and comments must be received no later than 1:00 p.m., Wednesday, August 9, 2017. Address questions/comments as listed below or via email to kbooth@co.routt.co.us :

U.S. mail delivery to this address
Yampa Valley Regional Airport
Gift Shop Concession RFP
ATTN: Airport Director
P.O. Box 1060
Hayden, Colorado 81639

Expedited services via Federal Express, UPS, etc. to this address
Yampa Valley Regional Airport
Gift Shop Concession RFP
ATTN: Airport Director
11005 RCR 51A
Hayden, Colorado 81639

For questions or further information please contact
Kevin Booth, Airport Director
kbooth@co.routt.co.us
Direct Phone Number: (970) 276-5004
Fax: (970) 276-5030

Submittal of a proposal constitutes a firm offer to County and may be accepted by County at any time prior to 2:00 p.m. on Wednesday, August 23, 2017.

County reserves the right to extend the proposal submittal date if needed. It is the responsibility of the proposer to be properly recorded as a proposer of record with County for purposes of receiving clarifications, addenda or other pertinent information. All changes or clarifications will be distributed to all proposers of record in the form of addenda. A list of pre-proposal conference attendees and others who have been issued Request for Proposals documents may be made available upon request.

D. **LEASED PREMISES** (See Appendix A for space exhibits.)

<u>Category</u>	<u>Approx. Sq. Ft.</u>
Ticketing Area Gift Shop A2	1,041 sq. ft.

Actual area calculations will be verified and finalized prior to beneficial occupancy of concession premises.

E. **TERM**

The term of the Concession Agreement shall be for an operating period of approximately three (3) consecutive years commencing on November 1, 2017 and expiring on October

31, 2020. An addition two (2) year option is available depending on growth and performance with the term expiring on October 31, 2022.

F. **MINIMUM QUALIFICATIONS**

Minimum qualifications are defined in the Proposal Specifications, and County will award the concession opportunity based on the defined criteria. Franchise proposers must provide the required information on financial capability, franchise operations, and may include information on the operations of the franchisee. Franchisees shall include a letter from franchisor granting approval to propose at YVRA.

G. **COMPENSATION**

Compensation to County, Minimum Annual Guarantee (MAG) payment, and maximum percentage of gross revenue for each package is defined in the Proposal Specification. The MAG shall be paid by the fifteenth (15th) calendar day of the month beginning with the month of December and continuing through March. If the percentage fee is higher than the MAG, the difference between the percentage fee and the MAG shall be paid to County by the 15th calendar day of the succeeding month. Maximum percentage of gross revenue will be paid to County for each non-MAG payment month of April to November.

If, during the months of December through March of this Agreement, the number of enplaning passengers falls below seventy percent (70%) of the number of enplaning passengers for the corresponding month of the previous year the MAG for that month shall be reduced to a sum equal to 70% of the minimum monthly guarantees for such month, and such month only.

H. **REQUIRED USE OF CONCESSION SPACE**

County seeks proposals that are new, unique and have a Steamboat skiing or western hospitality theme. Required uses are defined in each Proposal Specification.

I. **MINIMUM SERVICES AND OPERATING REQUIREMENTS**

1. Service shall be prompt, courteous and efficient. Operator shall employ at **all times**, a sufficient number of personnel necessary to assure prompt service.
2. At a minimum concession operations shall be open to the public every day there are more than two scheduled airline departures. Minimum hours of operations are from at least one and one half (1½) hours prior to the first scheduled airline departure until one hour after the last scheduled airline departure each day. Exceptions are allowed for the summer early morning flight, the concession shall open one (1) hour prior to the first scheduled departure and remain open until to one half (1/2) hour after the last departure.
3. Operator shall select and appoint a full-time, experienced manager, fully authorized to represent and act on behalf of the proposing entity in all matters pertaining to its business operation.

4. Operator shall be responsible for the conduct, demeanor and appearance (properly uniformed/identified) of its officers, agents, employees, suppliers and representatives.
5. Deliveries of supplies and merchandise to the concession premises shall be made at such times, by such routes/modes and at such locations as Airport Director may reasonably approve.
6. The concession premises shall be kept in clean, neat, businesslike, and orderly condition at all times and the Operator shall provide for timely disposal of trash and debris.
7. Operator shall submit to Airport Director for approval, one month before commencement date, detailed written operating and security procedures. Airport Director shall have a minimum of twenty-one (21) days to review such procedures.
8. Operator shall assure that the Operator's agents and employees do not engage in the solicitation of or pressure sales tactics for, services offered on or about YVRA.
9. Operator shall fully comply with all Federal Aviation Administration (FAA) regulations, including security requirements and YVRA Rules and Regulations. Employees shall be suitably badged in accordance with airport security procedures and regulations and shall fully comply with Federal Aviation Regulation (FAR) Part 107 regarding conduct and access to the Airport Operations Area (AOA).

J. UTILITIES/JANITORIAL/MAINTENANCE

County shall provide and maintain water, sewer, general lighting, electrical power, and heating for the terminal building and make them available to concession space. The successful proposer shall be solely responsible for additional lighting, electrical power, internet service, and telephone outlets. The successful proposer shall be responsible for transporting all trash to Airport Director-designated refuse containers in a manner satisfactory to the Airport Director. County may establish Common Use Services Charges for items such as trash. The successful proposer may be required to use and pay its prorated actual share of the Common Use Services.

K. AFFIRMATIVE ACTION

Disadvantaged Business Enterprise Program

In accordance with regulations of the U.S. Department of Transportation, 49 CFR, Part 23, Subpart F, YVRA has implemented a Disadvantaged Business Enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an YVRA business. DBE participation is encouraged in all concession opportunities. In order to qualify as a DBE, a proposer and/or joint venture partner must be currently certified as a DBE under 49 CFR Part 23, or have an application pending which has been submitted on or before the due date of the proposal provided, however, that proposer

must diligently pursue the completion of the application. It is the responsibility of the proposer to know the requirements indicated in their particular section.

L. CONCESSION SPACE DEVELOPMENT

The successful proposer will be required to design, provide, and install all facility tenant finish requirements, including but not limited to, special lighting and power, interior finishes, all furnishings, fixtures, trade fixtures, equipment, and signage necessary to operate a first-class concession. Provisions must be made to prevent the transmission of odors from concession facilities, via the mechanical system, to other portions of the terminal facility. All plans and specifications, materials and color selections are subject to review and approval by Airport Director. The proposer shall specify the amount of capital investment. The minimum investment shall not include financing costs, interest, inventory, pre-opening expenses or intra-company charges related to construction.

The successful proposer shall deliver, without expense to County, an acceptable Tenant Construction Payment Bond, Contractor Performance Bond and Labor and Materials Bond in a sum not less than one hundred percent (100%) of the total contract amount for said construction, alteration or addition of improvements and facilities mentioned herein.

M. PERFORMANCE BOND

The successful proposer shall maintain in effect at all times during the term of the Agreement, a valid corporate surety performance bond, or such other acceptable security in the amount equal to the annual Minimum Annual Guarantee (MAG) for the length of the contract.

N. INSURANCE

The successful proposer shall maintain in effect at all times during the term of the Agreement, insurance in the following amounts:

Comprehensive General Liability	\$1,000,000 per each occurrence
Worker's Compensation	Statutory Requirements

County may reasonably require other insurance.

O. AWARD OF CONCESSION AGREEMENT

A Concession Agreement will be awarded to the qualified proposer who submits a proposal most favorable to County based upon the minimum requirements. County will finalize the precise terms and conditions of the agreement with the highest-ranking proposer.

If and when YVRA staff determines that an acceptable agreement cannot be reached, it may then negotiate with the second highest ranking proposer, and so on, until a mutually

acceptable agreement is reached. In no event shall negotiation of final terms with any proposer continue for a period of more than seven (7) calendar days without the approval of the Airport Director.

The successful proposer shall furnish County with a performance guarantee and certificates of insurance not later than thirty (30) calendar days prior to Date of Beneficial Occupancy (DBO) and an executed agreement not later than fourteen (14) calendar days of receipt of such agreement from County. In any event, the successful proposer shall not be permitted to commence construction of tenant improvements for its premises until such time as the executed agreement and construction performance bond, labor and materials payment bond, certificate of insurance have been received by Airport Director, and final construction drawings and specifications have been approved by all required agencies. The successful proposer shall design and commence construction of facilities within sixty (60) days after execution of the Concession Agreement.

P. **CONFIDENTIALITY OF RECORDS**

Proposers must identify each portion of their proposals that they deem confidential, or which contain proprietary information, patents, copyrights, or trade secrets. Proposers should provide justification of what materials, upon request, should not be disclosed by County. County may otherwise use or disclose the data submitted by each proposer for any purpose, unless its use is so identified and restricted by a proposer. The proposers' opinion of proprietary information is not necessarily binding on County. County is subject to the Colorado Open Records Act and may be required to disclose information in response to our Open Records Act request even if the proposer claims confidentiality. County will advise the proposer that receives our Open Records Act request for information claimed to be confidential and proposer shall have the responsibility of securing a court order protecting such information from disclosure.

II. PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

A. **PROPOSAL SUBMITTAL**

Sealed proposals will be received at the YVRA Administrative Office, 11005 RCR 51A (expedited services via Federal Express, UPS, ect.), P.O. Box 1060 (U.S. mail delivery), Hayden, CO 81639, on or before 2:00 PM, local time, Wednesday, August 23, 2017. Proposers, to be considered by County, must submit **all** of the following:

1. One electronic (1) original signed proposal document and six (6) hardcopies of the proposal.
2. The Proposal Checklist
3. Complete and sign the Proposal Form and attach all additional information requested in the Proposal Form.
4. Proposal Security payable to Yampa Valley Regional Airport. Required amounts are defined in the Proposal Specification.
5. Completed Qualifications and Experience Questionnaire including all additional information requested in the Qualifications and Experience Questionnaire.
6. If applicable, include copy of DBE certification, or first page of pending certification application.
7. If applicable, certificates stating that all addenda have been received.

Proposer must respond to all of the requirements of the applicable specifications herein. If proposer fails to do so, proposals may be deemed non-responsive and may be rejected by the County on that basis. After proposal submittal, each proposer **may not** withdraw its proposal until a final Agreement has been fully executed by the successful proposer.

B. **PRICES TO THE PUBLIC**

County is extremely concerned about providing quality merchandise and services to users of YVRA at a fair market price. Therefore, as a part to be given great weight by County, proposers shall provide in their proposals, a detailed description of the services to be provided and retail lines to be sold, specific prices to be charged (per item), and how price increases, if any, shall be determined over the full term of the agreement. County recommends a well-crafted mix of name brands and non-name brands including national/international and local/regional products.

C. **PROPOSAL SECURITY**

Each proposer shall submit to Airport Director with its Proposal, Proposal Security, in the form of a certified or cashier's check, payable to Yampa Valley Regional Airport, **(Required amount is defined in the Proposal Specifications.)**

Proposal Security is required as the guarantee that successful proposers will execute a formal Agreement with County. Proposal Security of all unsuccessful proposers shall be returned as soon as successful proposers have been determined and Agreements executed, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection.

The Proposal Security of the successful proposer will be held to guarantee execution of an Agreement and the furnishing of a Performance Bond. County may retain Proposal Security, as liquidated damages in the event that such proposer fails to execute an Agreement or to furnish said Performance Bond. Proposal Security will be returned to the successful proposer after execution of an Agreement and delivery of said Performance Bond.

D. **PROPOSAL REJECTION AND DISQUALIFICATION**

Any proposal may be rejected and any proposer disqualified for any of the following reasons.

1. Failure to provide completed documentation as required.
2. Evidence of collusion.
3. History of default or wrongful termination of other contracts.
4. Lack of ability to operate as proposed.
5. Omissions or fraudulent statements.
6. Outstanding overdue debts to Yampa Valley Regional Airport or Routt County.
7. Other causes as deemed relevant by the Yampa Valley Regional Airport Director.
8. County reserves the right to reject any and all proposals.

III. PROPOSAL EVALUATION

A. **EVALUATION CRITERIA**

The concession privilege will be awarded to the proposer who demonstrates the best ability to finance, design, market, manage, and operate a first-class concession establishment. The basis for award includes, but is not limited to, the following criteria (not in any order of importance):

1. Demonstrated experience in the ownership, management or operation of applicable business establishments, i.e., retail gifts, and proposers financial status. Include letters from proposer's references about quality, reliability of service, financial stability, service/merchandising philosophy and other such conditions deemed relevant by County. The key operating partner, as designated from time to time, of a joint venture with the required years of experience qualifies the joint venture team for the required experience.
2. Retail prices of services/products to the public (not to exceed 110% of locally available pricing), and an itemized listing of services/items to be sold with accompanying prices.
3. Proposed initial capital investment. The amount of capital investment should be consistent with volume of business anticipated.
4. Economic pro forma for the first two (2) complete years of operation, financial return to County, and financial plan.
5. Proposed management structure, style, and method of operation.
6. Design and flow of facility.
7. Ability to timely design and contract the project.
8. Immediate financial commitment.
9. Compliance with the requirements of this Request for Proposals.
10. Proposed DBE participation.

B. **PROPOSER RESPONSIBILITY**

Should a prospective proposer find a discrepancy, or discrepancies in, or omissions from the Instructions to Proposers, the sample form of agreement, or any drawings relating thereto, or should prospective proposer be in doubt as to their meaning, prospective proposer shall notify the Airport Director at once in writing, who will then develop any

necessary clarifications or addenda. **County will not be responsible for or be bound by any oral instructions or interpretations given by or to anyone whomsoever.**

Proposers are expected to familiarize themselves with the locations of the premises, and if applicable, mechanical, electrical, plumbing, fire protection, and base building details in connection with this operation.

Any person, firm, entity, joint venture, or corporation desiring to submit a proposal for the operation of the gift shop concession shall examine the terms of these Instructions to Proposers, sample agreement, and other materials and shall judge for themselves all the circumstances and conditions affecting their proposal. **Failure on the part of any proposer to make such thorough examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the proposer did not understand the proposal package.**

Proposals may be disqualified by County if the proposer is in default or arrearage under any previous or existing agreement with Routt County or if any unresolved monetary claims by Routt County exist against the proposer or if proposer is unable to evidence financial capability.

County **cannot** predict the effect that future air carrier expansions, contractions, or relations will have on concession activity under any Agreement. Each proposer is cautioned, therefore, to use discretion when making a proposal.

C. **EVALUATION OF PROPOSALS BY COUNTY**

In the event County desires further information or clarification regarding any proposal, County may request such information from proposer or, at its option, elect to interview one or more of the proposers. Interviews will be based on the Request for Proposal and information provided in the proposal. County will only conduct interviews as it deems necessary.

IV. DOCUMENTS AND ITEMS TO BE SUBMITTED WITH PROPOSAL

CHECKLIST OF ITEMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

The following forms and questionnaires are to be completed, fully executed, signed, and returned **with your proposal.**

1. PROPOSAL PACKAGES

- () One (1) electronic original signed proposal and six (6) photocopies hardcopies of the Proposal for each proposed concession.

2. PROPOSAL FORM

- () Proposed Capital Investment.
- () Economic pro forma.
- () Proposed Management Structure.
- () Prices.
- () Marketing and Merchandising Plan. (Maximum three page narrative description of the proposed concession area describing service/merchandising and design concept.)
- () Proposed compensation to County.

3. PROPOSAL SECURITY

- () Certified or Cashier's Check, payable without condition to Yampa Valley Regional Airport, in an amount identified in the Proposal Specification.

4. QUESTIONAIRES/FORMS

- () Qualifications and Experience Questionnaire. Attach any other information such as other relevant business or franchise experience, references, awards, and history.
- () If applicable, copy of DBE Certification, or photocopy of first page of pending certification application.

5. ADDENDA SHEET(S) (If Applicable)

PROPOSAL FORM

PROPOSAL FORM

TO: Yampa Valley Regional Airport
Attn: YVRA Gift Shop RFP
11005 RCR 51A
P.O. Box 1060 (mailing address)
Hayden, Colorado 81639

INSTRUCTIONS: This form must be completed in full. All items of Proposal shall be submitted as follows: One (1) electronic original and six (6) copies hardcopies for each proposed concession. Proposal description shall not exceed twenty-five (25) pages, not including attachments.

1. **LEGAL NAME, BUSINESS ADDRESS, AND TELEPHONE NUMBER OF PROPOSER.**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax No: _____

Type of Entity (circle applicable type): Corporation, Partnership, Limited Partnership, LLC, LLP, Sole Proprietorship or other. If "other" specify.

2. **LOCATION AND TYPE OF CONCESSION PRIVILEGE**

The specific concession privilege for which this Proposal Form is being submitted:

GIFT SHOPS

A2 (1,041 sq. ft.)

3. **PROPOSED CAPITAL INVESTMENT**

MINIMUM CAPITAL INVESTMENT SHALL BE NO LESS THAN \$ _____ PER SQUARE FOOT.

State the minimum initial capital investment proposer will expend in improving and furnishing the concession space in accordance with the Proposal Specifications. The proposer will specify the minimum investment. County has not set a minimum investment guideline. This amount is at the discretion of the proposing entity. This investment includes special plumbing and electrical connections within the leasehold

space in addition to installing floor covering, sinks, ceiling, signage, furnishings, equipment, accessories, casework, storefronts, grills, security devices, lighting, and fixtures (excluding safes and cash registers). The County has installed basic carpeting, lighting and HVAC.

4. ECONOMIC PRO FORMA

Provide a pro forma detailing: 1) anticipated gross revenues for the first two (2) complete years of operation; and 2) projected net revenues to County. Describe major assumptions used in determining revenues, gross profit, payroll, interest, and other expenses. County may request additional information or clarification of the pro forma. (Appendix contains sample Economic pro forma).

5. PROPOSED MANAGEMENT STRUCTURE

Provide details regarding proposer's proposed management structure, style, and method of operation based on the following: personnel training, wages, uniforms, affirmative action program, DBE utilization, quality control, and marketing strategy.

6. PRICES

Include a breakout of services to be provided and items to be sold with accompanying prices. County reserves the right to verify and approve or reject the listing of prices submitted by the proposer.

7. MARKETING AND MERCHANDISING PLAN

Detail on separate sheet(s) not to exceed three pages:

- a. Describe how the schematic layout of concession space is designed to attract patrons into the service/sales area. Describe how space is utilized to ease patron congestion, and location of cash registers to keep flow of patrons moving throughout the premises.
- b. Describe proposed fixtures and describe how services will be provided and merchandise displayed.
- c. Provide rationale for proposed services and merchandise mix, including retail prices, and description of anticipated capture rate and target market.
- d. Describe how the aesthetic quality and design of the concession space will possess its own identify, theme, and appearance.
- e. Describe (if applicable) materials and design concept to establish any franchise marketing identity.

8. PROPOSED COMPENSATION TO COUNTY

Minimum Annual Guarantee (MAG) payment shall be computed for the Gift Shop as follows:

The MAG is only collected for the months of December through March as follows: \$4,376.18 of MAG for December, \$6,218.78 of MAG for January, February, and March. After the first year, the September CPIWR for each term year will be used to determine the annual MAG increase for the MAG collected for that term year. The MAG for the second year of the term of this Concession Agreement shall be increased by the percentage of that increase, if any, and the MAG for each year thereafter during the term of this Concession Agreement shall be determined in the same manner. If during the months of December through March of this Agreement, the number of enplaning passengers falls below seventy percent (70%) of the number of enplaning passengers for the corresponding month of the previous year, the MAG for that month shall be reduced to a sum equal to 70% of the minimum monthly guarantees for such month, and such month only.

In addition to the MAG listed above the successful proposers shall pay the proposed percentage of gross revenue each month. Any amount due with respect to a month in which a MAG payment is due, shall be reduced by the amount of such MAG payment.

Proposer shall indicate the amount of percentage compensation proposed as a percentage of gross monthly sales. No less than ten (10) % and no more than twenty (20) % is to be proposed.

PERCENTAGE PROPOSED: _____%

9. CONDITIONS OF PROPOSAL SUBMITTAL

Submittal of this proposal constitutes a firm offer to County and may be accepted by County at any time prior to 2:00 p.m. on Wednesday, August 23, 2017.

10. CONDITIONS OF AWARD OF CONCESSION PRIVILEGE

County, with proposer's approval, may extend this offer after the aforementioned date. County may, at its option, accept this proposal as received. In such event, County will so notify proposer and with said advance written notice transmit to proposer the Concession Agreement. Proposer agrees to execute said Concession Agreement and to deliver the duly executed Concession Agreement to County within fourteen (14) calendar days from receipt of such Agreement from County. Required construction bonds, certificates of insurance, building permit, and tenant work permit must be submitted prior to issuance of a Notice to Proceed (NTP) with concession improvement by the Airport Director. A separate performance bond shall be furnished to County within thirty (30) calendar days prior to the Commencement Date of construction.

11. CONFLICT IN LANGUAGE

If any language or information contained in this Proposal Form conflicts with the Concession Agreement, then the language of the Concession Agreement shall govern.

12. ACKNOWLEDGMENT OF PROPOSAL REQUIRED

The submittal of this proposal is the fully authorized official act of the proposer and the undersigned officer of proposer is duly authorized and designated by resolution of proposer to execute this proposal on behalf of, and the official act of proposer, this _____ day of _____, 2017.

BY: _____

COMPANY: _____

TITLE: _____

SIGNATURE OF PROPOSER: _____

DATE: _____, 2017

|

QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

1. GENERAL INFORMATION

The proposer hereby certifies that all statements and all answers to questions herein are true and correct to the best of its knowledge and belief. All information requested in this Questionnaire **must** be furnished by the proposer and **must** be submitted with the Proposal Form. Statements must be complete, accurate and in the form requested. Additional sheets may be attached if required. If additional sheets are required, annotate all responses in coordination with the outline established herein.

- a. Name, address, and telephone number of proposer exactly as it should appear on the Concession Agreement.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: () _____

Fax Number: () _____

- b. Address of proposer, if different from above, for purposes of notice(s) or other communication relating to the proposal and Concession Agreement. (If proposer is other than a designee or authorized person, provide the name of an individual who can answer for proposer.)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____

Fax Number: () _____

2. BUSINESS STRUCTURE

Proposer intends to operate the concession as a:

- () Corporation () Partnership
() Joint Venture () Sole Proprietorship

() Other (specify): _____

a. **CORPORATE STATEMENT** (If a corporation or a corporation-in-formation, answer the following)

- 1) Date of Incorporation:
- 2) State of Incorporation:
- 3) Is the corporation authorized to do business in Colorado?
() Yes – As of what date?
() No
- 4) Furnish the following information on the principal officers of the corporation, and include their resumes.

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. **PARTNERSHIP STATEMENT** (If a partnership, answer the following)

- 1) Date of Organization: _____
- 2) () General Partnership
() Limited Partnership
() Other (LLC, LLLP, LP)
- 3) Has the partnership done business in Colorado?
() Yes () No
- 4) Name and address of each general partner

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. **JOINT VENTURE STATEMENT** (if a joint venture, answer the following)

- 1) Date of Organization: _____

- 2) Has the joint venture done business in Colorado?
 Yes – When?
 No
- 3) Detail structure of joint venture (% of each joint venturers).
- 4) Name and address of each joint venturer, identifying key joint venturer:

NAME TITLE ADDRESS

- 5) When and where (which state) was joint venture incorporated?

- 6) Is the joint venture incorporated to do business in Colorado?
 Yes No

d. **SOLE PROPRIETORSHIP**(if sole proprietorship, furnish the following)

- 1) Proprietor’s Full Name: _____
- 2) Address: _____
- 3) Company Name: _____
- 4) Company Address: _____
- 5) How long in business under this company name? _____

3. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS**

For each question that requires a separate attachment sheet, restate the paragraph number, and restate the corresponding question.

- a. Name of Proposer: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: () _____
Fax Number: () _____

b. Indicate below if you are certified as a Disadvantaged Business Enterprise.

() Yes – Attach copy of certification

() No

() Application pending. Date Submitted: _____

Attach copy of the front page of certification application.

c. Years of experience the proposer has in the applicable business, i.e. food and beverage. If operation is to be managed by a joint venture or a partner, indicate the experience of each party (attach answer as Attachment C3c.)

d. Describe the nature of your business experience in the ownership/operation/management in the applicable business and state the number of persons you currently employ in such operations (attach answer as Attachment C3d.)

e. Submit a list of locations (facilities, city and state) where you have operated applicable businesses within the last five (5) consecutive years, giving the dates of operation for each location and the annual gross revenue for each operation. If you have any airport facilities, list the same information separately for each airport operation (attach answer as Attachment C3e.)

f. Give names, addresses, and telephone numbers of landlords, if any, for all operations listed in paragraph e above (attach answer as Attachment C3f.)

g. Give name, location, and date of all concession operating contracts, if any, that have been terminated or suspended within the past five (5) years, for any reason, either voluntarily or involuntarily, prior to the expiration of the contractual term. List any judgments terminating, or any pending lawsuits or unresolved disputes for the termination of retail concessions operated by you within the past (5) years (attach answer, if necessary, as Attachment C3g.)

If none, indicate not applicable “N/A” here:

h. Names of owners (For additional space, attach as Attachment C3h.)

NAME TITLE ADDRESS

i. Names and experience of key personnel of proposer. (If additional space is needed, attach answer as Attachment C3i.)

j. Total number of personnel proposer proposes to employ at the terminal facility at YVRA: _____.

k. Give names, addresses, and telephone numbers of at least two (2) bank/financial institution references.

NAME ADDRESS TELEPHONE

l. Give names, addresses, and telephone numbers of at least two references as to your technical business capability. In addition, letter(s) of reference from responsible persons familiar with the proposer's business may be submitted (attach as Attachment C3l.)

NAME ADDRESS TELEPHONE

m. Franchise Operators - Provide information on franchise and statement authorizing franchise for YVRA (attach as Attachment C3m.)

4. FINANCIAL INFORMATION

Provide financial statements of your organization, as follows:

a. If a publicly held corporation (attach as Attachment C4a):

1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K for your last two fiscal years.

2) The most recent Form 10Q since the last Form 10K was submitted.

3) Any Form 8K's in your last fiscal year.

b. If privately held organization (attach as Attachment C4b):

1) List the following numbers: Social Security, Federal Tax Payer I.D., Colorado Department of Revenue Sales Tax I.D. for principals involved.

2) Provide current income tax statements or financial statements for the past two years, including notes thereto, certified by corporate official as to accuracy or

income tax returns of owners to substantiate qualifying years as outlined in Proposal Specifications for each privilege.

3) List creditors (business and personal) detailing name, address, phone number, account number and current balances, and contact person(s).

4) Disclosure of long-term receivables and payables, including status. Detail and document, including contact person.

5) List bank accounts detailing financial institution name, address, account number and current balances, by account, and contact person(s).

6) Real estate declared as assets (provide legal description).

5. **FINANCING**

All proposers must specify how they are going to finance the venture, debt financing, equity financing, etc. Depending on the type of financing, the company will need to provide the following:

a. **Bank Financing**

A letter of commitment from the bank for the amount of financing expected for your operation at YVRA.

b. **Internal Resources of the Company**

Recent balance sheet of the Company demonstrating sufficient liquid assets in excess of current liabilities. Indication of those assets that are intended to be used for startup of the operation.

c. **Personal Resources**

Details of personal assets available and supporting documentation of those resources. For example, if real property is to be sold to finance operations at YVRA, then we would require evidence of the current value of the asset to be sold, and details of any liens/mortgages currently held on the property.

Cash Infusion or Loan from Shareholder or Corporate Parent(attach as Attachment C5d.)

1) Written statement from the shareholder or corporation parent of the amount to be funded and the terms of that funding.

2) Supporting documentation (i.e. balance sheet) of resources of shareholder or corporate parent.

County reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem your Proposal to be non-responsive by County, and Proposal may be rejected and returned.

6. SURETY INFORMATION

- a. Have you ever had a bond or surety canceled or forfeited?
 Yes, If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture (attach as Attachment C6a.)
 No

- b. Provide information, including names of bonding company of reference, which indicates your ability to qualify for, obtain, and submit the Tenant Performance Bond, Construction Performance Bond, and Labor and Materials Payment Bond that must be submitted to County, if you are awarded this concession privilege (attach as Attachment C6b.)

7. DISSOLUTION, INSOLVENCY, OR BANKRUPTCY INFORMATION

Have you ever (i) made an assignment for the benefit of creditors, (ii) had a receiver, liquidator or trustee of your property, (iii) had a petition filed by you or against you for bankruptcy or reorganization pursuant to the federal Bankruptcy Code or any similar state or federal statutes, or (iv) been adjudicated as bankrupt or insolvent?

Yes. If Yes, give details, including date, court jurisdiction, amount of liabilities, and amount of assets and current status (attach as Attachment C7.)

No

8. CONFIDENTIALITY OF RECORDS

Proposer should give specific attention to the identification of any portions of their Proposal, which they deem confidential, or which contains proprietary information or trade secrets, copyrights, patents, or patents pending. Proposer should provide justification of why materials upon request, should not be disclosed under the Colorado Open Records Act. County may otherwise use or disclose the data submitted by each Proposer. To the extent permitted by the Open Records Act, the County will maintain the confidentiality of information identified as proprietary (attach as Attachment C8.)

The undersigned hereby attests to the truth, sufficiency, completeness and accuracy of all statements, answers, and representations made in this Proposal, including all supplementary statements, references and information attached here (individual, partner, joint venture, authorized officer of corporation).

Signature: _____ Title: _____

(SEAL)

Dated _____, 2017

V. PROPOSAL SPECIFICATIONS

PROPOSAL SPECIFICATIONS

GIFT SHOP CONCESSION

A. GENERAL INFORMATION

Routt County, desires to enter into an Agreement for the purpose of financing, designing, equipping, operating, and managing one (1) first-class gift shop concession operation in the terminal building at YVRA. This concession is for the sole purpose of offering a gift shop on a non-exclusive basis to the traveling public, well-wishers, greeters, YVRA employees, and other YVRA users.

B. LEASED PREMISES

Identifier A2, Gift Shop space of 1041 sq. ft.
(See Exhibit A2 of sample agreement for space exhibit)

C. TERM

The term of the Agreement shall be for an operating period of approximately three (3) consecutive years commencing on November 1, 2017 and expiring on October 31, 2020. An additional two (2) year option is available depending on growth and performance with the term then expiring on October 31, 2022.

D. MINIMUM QUALIFICATIONS

1. **Minimum Years of Experience Required.** Each proposer must have a minimum of three (3) years experience within the past five (5) years in the ownership, management or operation of a gift shop or retail business establishment or such other business experience as the County deems comparable.
2. **Minimum Gross Revenues Required.** Said business must have had minimum gross sales of at least One Hundred Thousand Dollars (\$100,000) per year, for each of the qualifying years.
3. **Other Criteria.** Each proposal will be reviewed for other criteria such as proposer's other relevant experience and history, and proposer shall detail locations, landlords, accountant's reports confirming revenues, and other relevant information.

E. **COMPENSATION**

Compensation to YVRA shall be the **greater** of a percentage of monthly gross revenues fee or a Minimum Annual Guarantee (MAG) payment. MAG payments consist of four (4) payments due on December 15th, January 15th, February 15th and March 15th of each year during the term of the Agreement. MAG payments will be \$4,376.18 for December and \$6,218.78 for January, February, and March. When total annual gross revenues exceed MAG proposer will pay the percentage of monthly gross revenues fee for each non-MAG month. Each proposer must indicate the proposed percentage fee on the Proposal Form. County will not accept a proposal that exceeds twenty percent (20%) or is less than ten percent (10%) of gross revenues of gift shop sales.

F. **USE OF CONCESSION SPACE**

There is one gift shop: Space A2 is a gift shop with service area in the ticketing lobby.

G. **PROPOSAL SECURITY**

Proposer shall submit to the County with its proposal, Proposal Security, payable to Yampa Valley Regional Airport, in the amount of Five Thousand Dollars (\$5,000). Proposal Security payments will be returned to the non-selected proposers by the County in a timely manner.

H. **AFFIRMATIVE ACTION**

In Accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, YVRA has implemented a Disadvantaged Business Enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate a YVRA business.

A DBE goal of 3.5%, as measured by total estimated annual gross receipts, has been established for the Gift Shop Concession.

DBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, Subpart F. DBE participation may be in the form of suppliers. Allowable forms of participation include purchases from DBE firms of goods and services used in the operation of the concession, as well as management contracts and subcontracts with DBEs. In the event the proposer qualifies as a DBE, the goal shall be deemed to have been met. The concessionaire shall be required to comply with other appropriate provisions of 49 CFR Part 23 implementing Section 511 (h) of the Airport and Airway Improvement Act (AAIA).

To qualify as a DBE, a proposer, sub-lessee, or joint venture partner must either be currently certified under 49 CFR Part 23, or have an application pending which has been submitted on or before the due date of the proposal. However, proposer must diligently pursue the completion of the application.

APPENDICES/EXHIBITS

APPENDIX A

SAMPLE ECONOMIC PRO FORMA

COMPANY NAME: _____

PROPOSAL IDENTIFIER: _____

LOCATION: _____

	<u>Year 1</u>	<u>Year 2</u>
GROSS SALES:	_____	_____
COST OF GOODS SOLD:	_____	_____
RENT:	_____	_____
PAYROLL:	_____	_____
INTEREST EARNED:	_____	_____
ROYALTIES/FRANCHISE FEE:	_____	_____
OTHER COSTS:	_____	_____
NET INCOME:	_____	_____
ADD DEPRECIATION:	_____	_____
LESS PRINCIPAL PAYMENT:	_____	_____
NET CASH FLOW:	_____	_____

APPENDIX B SAMPLE AGREEMENT

MAIN TERMINAL BUILDING GIFT AND SOUVENIR CONCESSION AGREEMENT

THIS MAIN TERMINAL BUILDING GIFT AND SOUVENIR CONCESSION AGREEMENT (the "Concession Agreement") is made and executed this ____ day of _____, 2017, by and between the Board of County Commissioners of Routt County, Colorado, ("County") acting by and through its Airport Director by delegation of authority from its Board of County Commissioners ("Board") and _____, a

- Sole Proprietorship
- General Partnership
- Limited Partnership
- Corporation authorized to do business in Colorado
- Limited Liability Company
- Other-specify _____

hereinafter referred to as "Concessionaire."

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

ARTICLE 1. CONCESSION OPERATING RIGHTS

A. County hereby grants to _____ the non-exclusive right to operate a gift and souvenir concession within the main terminal building at the Yampa Valley Regional Airport, hereinafter referred to as "the Airport," in the area marked "Gift Shop" on Exhibit "A2" attached hereto (hereinafter referred to as the "Assigned Space") subject to the terms and conditions of this Concession Agreement.

B. In operating this gift and souvenir concession, Concessionaire shall diligently pursue, and adhere to, the Gift and Souvenir Concession Plan (the "Business Plan") set forth on its Proposal Form, a copy of which is attached hereto as part of Exhibit "B" and incorporated herein by this reference. Concessionaire shall also comply with all rules and regulations established from time to time for the Airport including, without limitation, the "Airport Rules and Regulations" attached hereto as Exhibit "C." The County reserves the right to determine, in the exercise of its reasonable judgment, whether the Concessionaire is adhering to the Business Plan. Failure to adhere to the Business Plan may, at the County's sole discretion, be deemed a material breach of this Concession Agreement.

ARTICLE 2. TERM

A. The term of this Concession Agreement shall be for a period of three (3) years, commencing on November 1, 2017, and terminating on October 31, 2020, subject to earlier termination pursuant to the terms and conditions of this Concession Agreement and further subject to extension of the term pursuant to the provisions of Section B of this Article 2.

B. So long as the Concessionaire is not in default under this Agreement, and the Gross Revenue has increased by at least **Percentage increase will be proposed as part of Concessionaire's proposal** over the initial three (3) year term, Concessionaire may, at its election, extend the term of this Agreement for an additional two (2) year period (hereinafter referred to as the "Extended Term") through October 31, 2022, by giving County written notice of Concessionaire's election to extend said term along with documentation of performance, not less than ninety (90) days prior to the expiration of the original term. Any notice of election given under this Section B. shall be irrevocable. The annual Minimum Annual Guarantee payment (MAG) to be paid by the Concessionaire during each year of the Extended Term shall be the MAG specified in Article 3 hereof increased by the percentage, if any, by which the Consumer Price Index, West Region/All Items (CPIWR) as published by the U.S. Bureau of Labor Statistics, for the first month of the Extended Term exceeds the same index for the first month of the original Term. In the event the CPIWR statistics required for the calculation of MAG are not yet available when a MAG payment becomes due, Tenant shall pay the MAG due prior to the required adjustment and shall pay any additional MAG due promptly after the required CPIWR statistic is available. The MAG due during the Extended Term shall be payable monthly by the 15th of the month in the same fashion as MAG during the original Term is payable hereunder. If this Lease is extended pursuant to the provisions of this Paragraph B any reference in this Lease to the Term shall be deemed a reference to the Extended Term.

ARTICLE 3. MAG AND FEES

A. Concession MAG. The fees and charges for the Assigned Space for the term of this Concession Agreement shall be payable in accordance with the following schedule:

1. Concessionaire shall pay a MAG for each of the months listed during the term of this Concession Agreement in four installments. The installments shall be due on each of the following dates:

December 15, 2017, and on each anniversary thereof during the Term of this Concession Agreement, \$4,376.18

January 15, 2018, and on each anniversary thereof during the Term of this Concession Agreement, \$6,218.78

February 15, 2018, and on each anniversary thereof during the Term of this Concession Agreement, \$6,218.78

March 15, 2018, and on each anniversary thereof during the Term of this Concession Agreement, \$6,218.78

The MAG is only collected for the months of December thru March of each year. The September CPIWR for each year will be used to determine annual MAG increase for the MAG collected for that season. The MAG for the second year of the term of this Concession Agreement shall be increased by the percentage of that increase, if any, and the MAG for each year thereafter during the term of this Concession Agreement shall be determined in the same manner. If during the months of December through March of this Agreement, the number of enplaning passengers falls below seventy percent (70%) of the number of enplaning passengers for the corresponding month of the previous year, the MAG for that month shall be reduced to a sum equal to 70% of the minimum monthly guarantees for such month, and such month only.

2. In addition to the MAG set forth in Paragraph 3.A.1, Concessionaire shall pay **Percentage will be proposed as part of Concessionaire's proposal** percent (XX%) of Concessionaire's "gross revenues" (as hereinafter defined) each month after gross revenues exceed MAG. Any amount due under this Paragraph 3.A.2. with respect to a month in which a MAG payment is due under Paragraph 3.A.1., above, shall be reduced by the amount of such MAG payment. Any payment due hereunder for months that don't require MAG payments shall be payable on the fifteenth day of the month following the month in which the "gross revenues" on which the payment is based were earned.

3. As used herein, the term "gross revenues" or "gross receipts" shall mean all amounts received by Concessionaire, or which Concessionaire is entitled to receive from the operation of the gift and souvenir concession in the County's main terminal building. The term "gross revenues" shall not include any taxes imposed by law which are separately stated to and paid by Concessionaire and used in connection with this Concession Agreement. Gross revenues shall be deemed received by Concessionaire at the time the sale of merchandise and other items occurs giving Concessionaire the right to collect said monies.

B. Payments/Security. The payments provided for in Article 3 herein shall be due and payable in advance (unless otherwise provided) on the fifteenth day of each calendar month during the Term of this Concession Agreement. All payments shall be made at the administration office of Yampa Valley Regional Airport, P.O. Box 1060, Hayden, Colorado 81639. If the day on which any payment hereunder is due is a Saturday, Sunday or County legal holiday, the payment shall be due on the next business day. All payments not made when due shall each bear interest on any unpaid and delinquent balance for any month or portion of a month so delinquent at the rate of one and one-half percent (1.5%) per month or any part of a month on the unpaid balance, compounded monthly; interest shall be due and payable without demand with the next regular payment date. Amounts received shall be credited first to accrued interest and then to accrued and current payments due. At the same time that payments of percentages of gross revenues are due under this provision, Concessionaire shall also provide to County a report (Exhibit D), in a form acceptable to County, of gross revenues received in the month for which the payment is due.

C. Books and Records. Concessionaire shall maintain full and accurate books of accounts and records according to standard and generally accepted accounting practices. The books

of accounts and records that Concessionaire must maintain must include, but need not be limited to, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns. In lieu of maintaining the books of account and records required herein, Concessionaire may maintain computer records instead, provided that the County determines, in its sole discretion, in advance, that said computer records are a reasonably equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Hayden, Colorado, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as County may request in writing.

D. Audits. County reserves the right to conduct audits of Concessionaire's books of account and records, which audits may be conducted only upon reasonable notice to Concessionaire and during Concessionaire's normal weekday business hours. In performing said audits, County shall be entitled to review, and Concessionaire shall be obligated to provide to County, all of the books of account and records that Concessionaire is obligated to maintain, as well as other documents and files in Concessionaire's possession, custody or control at the time County advises Concessionaire of its desire to audit Concessionaire's records, that County, or its auditor, believe, in their sole discretion, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Concessionaire and the correct amount of percentage rental owed by Concessionaire to County, for the period involved. Any audit of Concessionaire's records shall be at the expense of County except that the expense of such audit shall be recoverable from Concessionaire upon demand if such audit shall be an under-reporting of revenues or other violation of the provisions of this Concession Agreement resulting in an underpayment of fees due hereunder during any year of more than three percent (3%) of the amount remitted for that year.

E. Employers are responsible for their employees' parking permits. If an employee loses, damages or does not return their parking permit, the employer is responsible for the non-refundable \$50.00 fee. Employers need to submit new employee applications to YVRA Administration two (2) days in advance so employee information can be entered into system and permit activated. YVRA Administration will call employer once parking permit is ready and employee or employer can then pick up parking permits from Administration. The employer's signature is required on the employee parking permit application. YVRA Administration must be notified of any termination or change of employee hire status within two (2) days.

ARTICLE 4. EQUIPMENT AND FIXTURES

A. All equipment and fixtures installed by Concessionaire shall remain the property of Concessionaire until this Concession Agreement expires or otherwise terminates sooner as provided in this Concession Agreement. Upon the termination of this Concession Agreement, the fixtures attached to the building shall be surrendered and become the property of the County. Personal and non-attached equipment shall be removed in accordance with Article 24.

B. Concessionaire shall be responsible for maintaining the equipment and fixtures that it utilizes hereunder in a neat and commercially presentable condition. Concessionaire shall further be responsible for all repairs that may be required on the equipment and fixtures.

ARTICLE 5. NOTICES OF PRICES

Concessionaire shall provide the County with a statement of the prices and other fees it has charged, or is charging, for products and services supplied under this Concession Agreement within fifteen (15) days of a written request for said prices and fees by the County.

ARTICLE 6. PERFORMANCE BOND OR SECURITY DEPOSIT

A. Subject to Article 6.B., below, prior to commencing operations at the Airport pursuant to this Concession Agreement, Concessionaire must post with the County, and Concessionaire must thereafter continuously maintain for the entire three year concession term, a performance bond equal to 50% of the dollar value of the Concessionaire's Minimum Annual Guarantee (MAG), to cover Concessionaire's performance of all of its obligations under this Concession Agreement for the entire three year concession term. The performance bond to be provided by Concessionaire and its surety shall be in the form of the Performance Bond contained in the Proposal Documents attached as Exhibit "A." The surety company shall be licensed to do business in Colorado and shall be otherwise acceptable to the County. Concessionaire shall be responsible for paying all required bond premiums.

The performance bond shall be payable to the County in the event Concessionaire defaults in any of its obligations to the County hereunder, pursuant to Article 12, below.

B. In lieu of posting a performance bond with the County, prior to commencing operations at the Airport pursuant to this Concession Agreement, Concessionaire shall establish a Certificate of Deposit account standing solely in the name of the County and in which County shall have a security interest perfected in accordance with Colorado law, in an amount equal to 50% of the dollar value of the Concessionaire's Minimum Annual Guarantee (MAG), to cover Concessionaire's performance of all of its obligations under this Concession Agreement for the entire three year concession term. Concessionaire shall be entitled to all interest that accrues on said Certificate of Deposit. County shall, upon the request of Concessionaire but not more frequently than quarterly, deliver to Concessionaire the interest earned on the Certificate of Deposit. In the event Concessionaire falls into default under this Concession Agreement, as defined in Article 12, below, the County shall be entitled to withdraw a portion or all of the principal balance of the Certificate of Deposit, pursuant to the provisions of Article 12, below.

ARTICLE 7. INSURANCE AND INDEMNIFICATION

A. Concessionaire (including, by definition here and herein below, the Concessionaire's employees, officers, agents, representatives, contractors and invitees) shall release, discharge, indemnify and hold harmless County and its officials, employees, agents and representatives from and against liability for any claim, demand, loss, damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees (including reasonable attorney and expert witness fees) or compensation in any form or kind whatsoever for any bodily injury, death, personal injury or property damage arising out of or in connection with any act, error or omission by the Concessionaire or for any resulting liability alleged to accrue against County on account of the Concessionaire's acts, errors or omissions; provided, however, that such indemnity shall not be

construed as an indemnity for bodily injury or property damage arising from the sole negligence or intentional acts of County or its employees.

B. Concessionaire further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related to its acts, errors and omissions hereunder at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

C. Concessionaire shall secure and maintain for the term of its contractual relationship with County such insurance policies, from companies licensed in the State of Colorado, as will protect itself, County (with County named as additional insured to the extent permitted by law), and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Concessionaire's intentional or negligent acts, errors or omissions. The following insurance coverage, at or above the limits indicated and including such endorsements as are indicated by an "X," are required:

1. Statutory Workman's Compensation --
Colorado Statutory Minimums

2. Commercial General Liability --
Policy Limits: Bodily Injury/Property Damage
Combined Single Limit of \$1,000,000;
Deductible: No greater than \$1,000.00;
Endorsements:
 - Comprehensive Form (all risks)
 - Premises/Operations
 - Products/Completed Operations
 - Broad Form Blanket Contractual
(Hold Harmless Coverage)
 - Independent Contractors and
Sub-Contractors
 - Broad Form Property Damage
 - Personal Injury, with Employment
Exclusion Deleted

3. Special Coverages --
 - (1) Performance Bond: 50% of Minimum Annual Guarantee for
three year contract period [Performance Bond not required if a Certificate of
Deposit is posted pursuant to Article 6.B]
 - (2) Building contents: in an amount equal
to the value of Concessionaire's furniture, equipment and inventory to be
used in the concession
 - (3) Business interruption and loss of rents: equal to the
guaranteed annual minimum rental amount

D. To provide evidence of the required insurance coverages, copies of Certificates of Insurance in a form acceptable to County shall be filed with County (through the Airport Director)

no later than ten (10) calendar days prior to commencement of operations affecting County. Failure to file or maintain acceptable Certificates of Insurance with County is agreed to be a material breach of any contract and grounds for termination. For purposes of this provision, "materially altered" shall mean a change to policy limits as set out in the then-current policy declarations page. Simultaneously with the Certificates, Concessionaire shall file and update as necessary a certified statement as to claims pending against required coverage's, reserves established on account of such claims, defense costs expended and amounts remaining in policy limits.

E. In addition, these Certificates of Insurance shall contain the following clauses:

1. The clause "other insurance provisions" in a policy in which County of Routt is named as an insured, shall not apply to the County of Routt.

2. The insurance companies issuing the policy or policies shall have no recourse against the County of Routt for payment of any premiums or for assessments under any form of policy.

3. Any and all deductibles in the above described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Concessionaire.

4. Location of operations shall be: "all operations and locations on the County Airport conducted by or occupied by Concessionaire."

ARTICLE 8. UTILITIES AND CUSTODIAL SERVICES

A. The County shall provide, at its expense, electrical outlets and electrical service to the gift and souvenir concession site in locations approved by the County.

B. The County shall provide, at its expense, utilities to the concession site in locations approved by the County.

C. The Concessionaire shall provide on a daily basis routine custodial care of the Assigned Space, to include maintenance and repair of all fixtures and equipment, to include special lighting and electrical appliances, and light fixtures used in connection with the Assigned Space.

ARTICLE 9. DAMAGE TO AIRPORT

Concessionaire shall be liable for any damage to the Airport, and any improvements, fixtures, or personal property thereon, to include repairs and maintenance of Assigned Space caused by Concessionaire, its Board members, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs to improvements, fixtures, or personal property located outside of the Assigned Space for which Concessionaire is liable shall be made by County at Concessionaire's expense.

ARTICLE 10. TAXES AND ASSESSMENTS

Concessionaire shall pay all personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities, or that become a lien upon Concessionaire, the Airport, or any improvements, fixture or personal property thereon, by reason of this Concession Agreement or Concessionaire's activities in the main terminal building pursuant to this Concession Agreement. Concessionaire shall have the right, by giving written notice to County of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At Concessionaire's request, County shall join in such proceeding. The expenses of such proceeding, including the entire County's costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting Concessionaire in such proceeding, shall be paid by Concessionaire irrespective of whether County participates in such proceeding.

ARTICLE 11. IMPROVEMENTS AND FIXTURES

Concessionaire shall not erect any improvements, signage or fixtures within or upon the main terminal building different to or in addition to the improvements or fixtures specified in the Concessionaire's Business Plan, a copy of which is attached hereto and incorporated herein, without prior written approval of the Airport Director.

ARTICLE 12. DEFAULT AND REMEDIES

A. Events of Default. The following shall constitute defaults by Concessionaire:

1. The failure to pay the fees due hereunder, or any other monies owed under this Concession Agreement, or under any other agreement between County and Concessionaire when due;
2. Any other failure by Concessionaire to perform any covenant or obligation required by this Concession Agreement (other than the payment of fees due hereunder), or by any other agreement between County and Concessionaire, and the failure to cure said default within a period of fifteen (15) days following written notice of said default;
3. Any attempted assignment of this Concession Agreement by Concessionaire without the written consent of County;
4. The appointment of a trustee or receiver for, or the attachment, levy, execution or other judicial seizure of any portion of the Assigned Space which is not released, expunged; discharged or dismissed prior to the earlier of: (a) twenty (20) days after such attachment, levy, execution or seizure; or (b) the sale of the assets affected thereby;
5. Concessionaire's filing of a petition for relief under the Bankruptcy Reform Act of 1978, as amended or recodified, or under any other present or future federal or state law

regarding bankruptcy, reorganization or other relief to debtors, or Concessionaire's insolvency or inability to pay its debts as they mature, or Concessionaire's making a general assignment for the benefit of its creditors, or Concessionaire's applying for a receiver, trustee, custodian or liquidator for Concessionaire or any of its property, or the filing by or against Concessionaire of a petition or the commencement of any other procedure to liquidate or dissolve Concessionaire;

6. Concessionaire's failure to effect a full dismissal of any involuntary petition under the Bankruptcy Reform Act of 1978, as amended or recodified, or under any other present or future federal or state law regarding bankruptcy, reorganization or other relief to debtor that is filed against Concessionaire or that in any way restrains or limits Concessionaire or County regarding this Concession Agreement or the Assigned Space prior to the earlier of: (a) the entry of any order granting relief sought in the involuntary petition; or (b) thirty (30) days after the date of filing of the petition, or Concessionaire's filing of any pleading in any such involuntary proceeding which admits the jurisdiction of the court or the petitioner's material allegations regarding Concessionaire's insolvency;

7. The failure of Concessionaire to comply with Department of Transportation Regulations concerning Non-Discrimination (Title 49 C.F.R. Parts 21 and 27), (2) Title VI of the Civil Rights Act of 1964, or (3) the Americans with Disabilities Act; or

8. Abandonment of Concessionaire's operations, which shall be defined as Concessionaire's failure to conduct operations at the Airport in accordance with the requirements of this Concession Agreement for one (1) month.

The following shall be Events of Default with respect to County hereunder:

a. The failure of County to deliver possession of the Assigned Space to Concessionaire; and

b. The breach of any promise or covenant of County made herein other than relating to the delivery of possession of the Assigned Space to Concessionaire which shall continue and not be cured within thirty (30) days after Concessionaire has given written notice to County of such breach.

B. Remedies. Upon the occurrence of an Event of Default with respect to Concessionaire, County may at its election, terminate this Concession Agreement by written notice to Concessionaire of such election. In addition, County may pursue any legal or equitable remedy available to it with respect to such Event of Default.

Upon the occurrence of an Event of Default with respect to County, Concessionaire may at its election, terminate this Concession Agreement by written notice to County of such election. In addition, Concessionaire may pursue any legal or equitable remedy available to it with respect to such Event of Default.

ARTICLE 13. COMPLIANCE WITH RULES AND REGULATIONS

In connection with its license and use of the Assigned Space and the conduct of its operation thereon, the Concessionaire shall:

A. Comply with all applicable laws, rules and regulations of County of Routt, the State of Colorado and the United States of America and any and all departments and agencies thereof, as the same may now exist or may be hereafter promulgated or amended from time to time. Present applicable regulations of Airport are as follows:

1. Extracts of Airport Regulations attached as Exhibit "C."
2. Airport Operations Plan and Emergency Plan.
3. Airport Security Plan.

B. Comply with the notification and review requirements of Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Assigned Space or in the event of any planned modification or alteration of any present or future structure or building situated on the Assigned Space.

C. Concessionaire, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of the Assigned Space and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Assigned Space and the furnishing of services therein; and (3) Concessionaire shall use the Assigned Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. Concessionaire shall furnish its accommodations and/or services offered at the Airport on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions.

E. Concessionaire shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin or disability.

F. This Concession Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. Concessionaire agrees that it will not

discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 C.F.R. Part 23, Subpart F.

Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

Concessionaire shall be required to take all necessary and reasonable steps to achieve a disadvantaged business enterprise ("DBE") goal of 14.5 percent during the Term of this Concession Agreement. This goal shall be measured as a percentage of the total estimated annual gross receipts earned by the Concessionaire from operations at the Airport. The DBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23 and shall be counted toward the goal as set forth in those regulations. The Concessionaire shall submit such reports as may be required by County in the form specified by County for the purpose of demonstrating compliance with this section.

G. Concessionaire assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Concessionaire 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. Concessionaire assures that it will require that its covered sub-organizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

ARTICLE 14. AUTHORIZATION

The County represents that it has the authority to enter into this Concession Agreement and grant the rights contained herein to Concessionaire.

If Concessionaire is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Concession Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Concession Agreement, the partnership shall be deemed a signator to this Concession Agreement in the same fashion as if all of the general partners of the partnership had executed this Concession Agreement.

If Concessionaire is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Concession Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Concession Agreement by his/her execution of it.

ARTICLE 15. WAIVER

Should Concessionaire breach any of its obligations hereunder, the County nevertheless may thereafter accept from Concessionaire any payment or payments due hereunder, and continue this Concession Agreement in effect, without in any way waiving the County's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the County of any default, breach, or omission of Concessionaire under this Concession Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

ARTICLE 16. NOTICES

Any notice given pursuant to this Concession Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to County:

Routt County Board of County Commissioners
P.O. Box 773598
Steamboat Springs, Colorado 80477
Telephone Number; (303) 879-0108

With a copy to:

Airport Director
Yampa Valley Regional Airport
P.O. Box 1060
Hayden, Colorado 81639
Telephone Number: (970) 276-5001

If to Concessionaire:

Telephone Number:

With a copy to:

Telephone Number:

Notice shall be deemed given when delivered if hand-delivered by courier or two days after the date indicated on the postmark if sent by U.S. Mail.

Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

ARTICLE 17. RELATIONSHIP OF PARTIES

It is understood that the County is not in any way or for any purpose partner or joint venturer with, or agent of, Concessionaire in the Concessionaire's operation of the Gift Shop Concession.

ARTICLE 18. PARTIAL INVALIDITY

If any term or condition of this Concession Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Concession Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Concession Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 19. SUCCESSORS

The provisions, covenants and conditions of this Concession Agreement shall bind, and inure to the benefit of, the legal representatives, successors and assigns of each of the parties.

ARTICLE 20. ASSIGNMENT

Concessionaire shall not assign its interest herein without the written consent of the County. The County's consent shall not be unreasonably withheld. If an assignment is made, the Concessionaire-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Concession Agreement subsequent to the Assignment, unless the County specifically releases Concessionaire-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original Concessionaire.

ARTICLE 21. COLLATERALIZATION RIGHTS

A. Concessionaire is hereby authorized to utilize as collateral any of its equipment or fixtures that it uses or installs in the main terminal building, and any of its personal property used or stored in the main terminal building to secure financing for improvements to the Assigned Space covered by this Concession Agreement.

B. Concessionaire shall not utilize as collateral this Concession Agreement itself, its operating rights under this Concession Agreement, or its right to use any of its equipment or fixtures installed in the main terminal building. If Concessionaire assigns this Concession Agreement, or its operating rights under this Concession Agreement, or its right to use any equipment or fixtures installed in the main terminal building, to a third party as collateral for a loan Concessionaire obtains from said third party, or to secure performance of Concessionaire's obligations under an agreement with said third party, or for any other reason whatsoever, said assignment shall be deemed a material breach of this Concession Agreement. Furthermore, said collateralization shall not be binding upon the County, and the assignee or lienor shall have no interest in the Concession Agreement, nor shall assignee or lienor enjoy any concession operating rights upon the Airport, or

any right to use any equipment or fixture upon the Airport, should Concessionaire default in the payment of its loan, or performance of its agreement, with said third party.

C. Should Concessionaire encumber any fixtures it constructs or installs upon the Assigned Space, Concessionaire shall be responsible for eliminating said lien or encumbrance, and holding the County harmless from said encumbrance, at the time said fixtures are conveyed to the County, following the expiration or earlier termination of this Concession Agreement.

ARTICLE 22. ATTORNEY'S FEES

In the event either party to this Concession Agreement brings suit to enforce or interpret any portion of this Concession Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation, reasonable attorney's fees. This Concession Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Concession Agreement shall be in the United States District Court for the District of Colorado or in the Fourteenth Judicial District of the State of Colorado.

ARTICLE 23. ABATEMENT OF MINIMUM ANNUAL GUARANTEE, FORCE MAJEURE

A. Should any national, state, or local emergency including but not limited to natural catastrophes such as hurricanes, tornados, or floods, acts of God, and acts of war significantly curtail Concessionaire's ability to operate its terminal building gift shop concession, Concessionaire's obligation to pay County the guaranteed concession rental set forth on its Proposal Form shall be suspended for the period of time the condition continues to exist. During the time said condition prevails, Concessionaire shall pay to the County as rental the Concessionaire's regular monthly rental multiplied by the percentage of civilian passengers enplaning at the Airport on scheduled airlines as compared to number of such enplaning passengers during the same calendar period of time in the previous year.

B. If, during the months of December through March of this Agreement, the number of enplaning passengers falls below seventy percent (70%) of the number of enplaning passengers for the corresponding month of the previous year the MAG for that month shall be reduced to a sum equal to 70% of the minimum monthly guarantees for such month, and such month only.

ARTICLE 24. SURRENDER UPON TERMINATION

A. Upon the expiration or earlier termination of this Concession Agreement, for any reason whatsoever, Concessionaire shall peaceably surrender to County possession of any improvements, alterations, or fixtures previously constructed by Concessionaire or County within the main terminal building, and any of County's personal property therein, in as good a condition as the improvements, alterations, and fixtures constructed thereon were initially provided to Concessionaire, or constructed by County or Concessionaire, ordinary wear and tear excepted. Upon such expiration or termination of the Concession Agreement, title to all improvements,

additions, and fixtures erected or installed within the main terminal building by County or Concessionaire shall automatically vest in the County, without payment by County to Concessionaire of any compensation whatsoever, and shall thereafter be owned by County free and clear of any claim of right, title, or interest of Concessionaire, any mortgagee, or of any third party of any kind or nature whomsoever. If any of said improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or earlier termination of this Concession Agreement, Concessionaire shall be responsible for eliminating said mortgage or lien and shall hold the County harmless therefrom.

B. Concessionaire shall have the right to remove its items of personal property from the terminal building through the close of business on the day of expiration or earlier termination of this Concession Agreement. Should Concessionaire fail to remove its personal property within five (5) days of the expiration or earlier termination of this Concession Agreement, County shall have the right to remove said personal property and to place said personal property into storage with a third party at Concessionaire's behalf and at Concessionaire's sole cost and expense. County shall also be entitled to reasonable rental from Concessionaire for the use of that portion of the terminal building occupied by Concessionaire's personal property, until the County places said property into storage with a third party.

ARTICLE 25. RENEWAL

Concessionaire understands and agrees that, at the termination of the subject concession term as defined in Article 2, Concessionaire shall have no guaranteed or preferential right of maintaining its terminal building gift and souvenir concession rights.

ARTICLE 26. HEADINGS

The headings contained in this Concession Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Concession Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

ARTICLE 27. ENTIRE AGREEMENT

This writing, together with all of the attached Exhibits, constitutes the entire agreement of the parties. This Concession Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Concession Agreement shall not be modified except in writing, signed by County and Concessionaire.

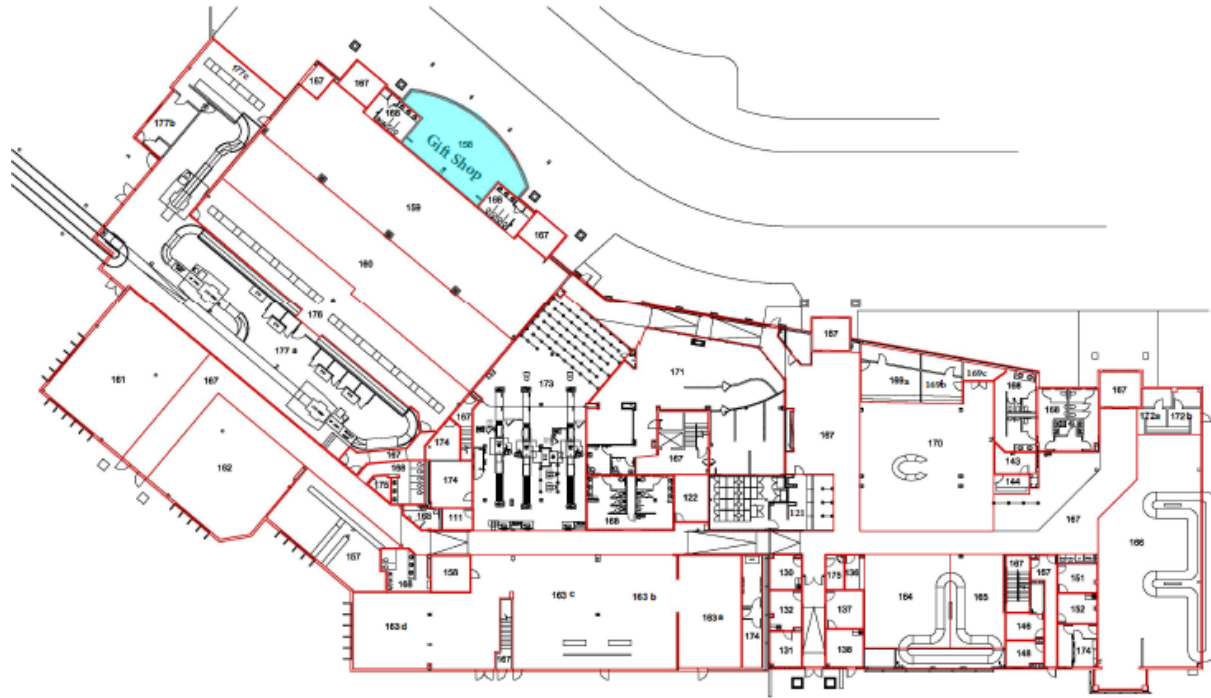
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ROUTT COUNTY, COLORADO

Kevin A. Booth, Airport Director
Yampa Valley Regional Airport

CONCESSIONAIRE

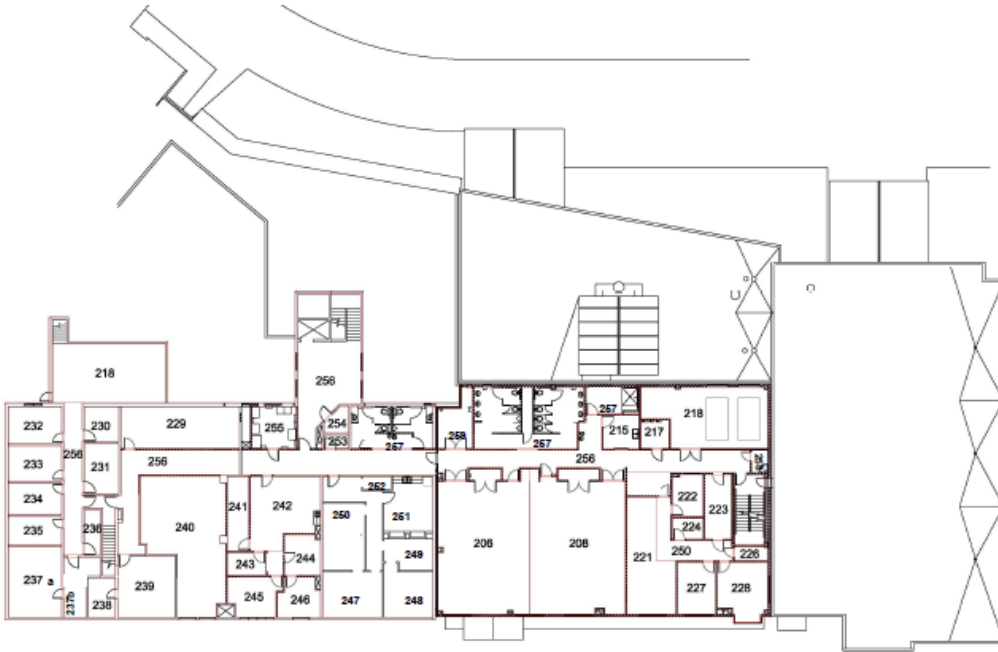
EXHIBIT A1



YAMPA VALLEY REGIONAL AIRPORT
TERMINAL MAIN LEVEL SPACE EXHIBIT



EXHIBIT A1 (continued)



**YAMPA VALLEY REGIONAL AIRPORT
TERMINAL SECOND LEVEL SPACE EXHIBIT**



EXHIBIT A2

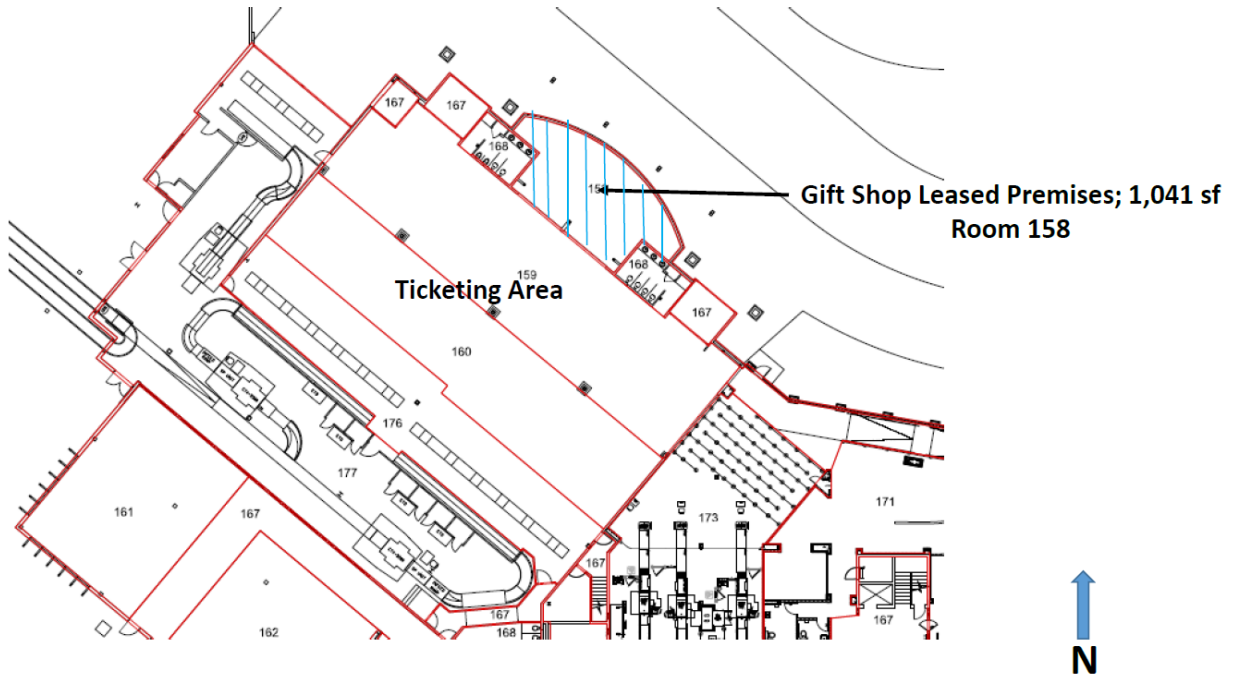


EXHIBIT B
BUSINESS PLAN

EXHIBIT C

AIRPORT RULES AND REGULATIONS

YAMPA VALLEY REGIONAL AIRPORT

1.0 APPLICABILITY

- 1.1 These rules and regulations are promulgated under the Colorado Revised Statutes, which specifically grants governing authority the power to “Provide rules and regulations governing the use and occupancy of Airports”. Yampa Valley Regional Airport is owned by Routt County and operated under the authority of the Routt County Board of County Commissioners. Routt County Board of County Commissioners sets these rules and regulations forth for the use and occupancy of Yampa Valley Regional Airport and its facilities.
- 1.2 Routt County Board of County Commissioners may initiate amendments, additions, deletions or corrections to these Rules and Regulations as conditions warrant.
- 1.3 These Rules and Regulations supercede and cancel all previous rules and regulations of Yampa Valley Regional Airport.
- 1.4 Yampa Valley Regional Airport personnel and designated representatives are authorized to enforce these regulations.
- 1.5 A violation of these regulations may result in revocation of ramp access privileges, termination of lease agreements, denial of use of airport, and/or prosecution under applicable Colorado State Law.
- 1.6 Any person denied use of the Airport due to violation of the regulations is restricted to use of the Airport for the purpose of enplaning or deplaning other aircraft using the Airport.
- 1.7 Words of any gender used in these regulations include any other gender, and needs in the singular shall be held to include the plural unless a contract requires otherwise.
- 1.8 Voiding of any particular rule or regulation contained herein shall not effect the validity of the remainder of these regulations.
- 1.9 All correspondence related to this manual, suggestions for revisions and improvements, and information regarding corrections or updating should be directed to:

Airport Manager
P.O. Box 1060
Hayden, CO 81639
- 1.10 These Airport Rules and Regulations shall be effective February 18, 2003 and continuing thereafter until modified or rescinded.

2.0 GENERAL PROVISIONS

- 2.1 The Yampa Valley Regional Airport is owned by Routt County and operated under the authority of the Routt County Board of County Commissioners.

- 2.2 Any permission granted by the Airport Manager or his representative directly or indirectly, expressly or by implication, to any person or persons, to enter or use the Airport or any portion thereof, (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees and other persons occupying space on the Airport, persons doing business with Routt County or one of its subdivisions, its lessees, sublessees and permittees and all other persons whatsoever, whether or not of the type indicated), is conditioned upon compliance with these rules and regulations; and entry upon or into the Airport by a person or persons shall be deemed to constitute an agreement to comply with these rules and regulations.
- 2.3 All persons or agencies receiving a copy of the Airport Certification Manual, the Airport Emergency Plan and the Airport Security Program shall restrict their use and distribution to personnel with a need-to-know, and those persons specifically authorized by name by the Airport Manager.
- 2.4 Definitions
- 2.4.1 "Airport" shall mean the Yampa Valley Regional Airport located in Routt County and any part of Yampa Valley Regional Airport as show on Exhibit A of the current Airport Layout Plan and designated as for airport use.
- 2.4.2 "Airport Manager" shall mean the officer or representative of the county having immediate charge of the Airport.
- 2.4.3 "Air Operations Area" or "AOA" shall mean any area of the Airport, used or intended to be used for landing, taking off or surface maneuvering of aircraft.
- 2.4.4 "Aircraft Movement Area" or "Movement Area" shall mean any area of the Airport, which is intended for the landing, takeoff or taxiing or towing of aircraft.
- 2.4.5 "Airport Boundary" shall be the description of property outlined in the current Airport layout plan and Exhibit A.
- 2.4.6 "Dwelling" shall mean any building or portion thereof designed or used as a residence or sleeping place for one or more persons.
- 2.4.7 "SIDA" shall mean the Security Identification Display Area as defined in the Yampa Valley Regional Airport - Airport Security Program.
- 2.4.8 Abandoned Vehicle - Any vehicle which has remained stationary on the Airport in excess of 72 hours and is in a condition that would render the vehicle undrivable, including expired license plates, missing or flat tire or broken window.
- 2.4.9 Commercial Aeronautical Activity - Any operation, which relates to the operation of aircraft as prescribed in the Yampa Valley Regional Airport's Minimum Standards for Commercial Aeronautical Activity.
- 2.4.10 Fire Marshal - The Routt County Fire Protection District Fire Marshal or designee.
- 2.4.11 Maintenance - Inspection, overhaul, repair, preservation and replacement of parts, including preventative maintenance as described in Part 43 of the Federal Aviation Regulations.
- 2.4.12 Movement Areas - The runways, taxiways and other areas of the Airport that are used for the taxiing, takeoff and landing of aircraft exclusive of loading ramps and parking areas. Control of such traffic within these areas is under the advisement of the Unicom.
- 2.4.13 Operator -Any person who is in actual physical control of an aircraft or motor vehicle.

- 2.4.14 Parking - The standing of a vehicle or aircraft, whether occupied or not, otherwise than very briefly for the purpose of and while actually engaged in the loading or unloading of property of passengers.
- 2.4.15 Regulations- The Yampa Valley Regional Airport Rules and Regulations as amended.
- 2.4.16 Runup - Engine operation above normal idle power for purposes other than taxi.
- 2.4.17 Vehicle - Any device which is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device moved by muscular power, or designed to move primarily through the air.
- 2.4.18 Vehicle Service Road - That portion of the AOA specifically designated and appropriately marked for the movement of authorized vehicles.

3.0 AIRPORT USE

- 3.1 No person shall use or occupy an operational area, for any purpose whatsoever except for matters pertaining to the servicing of tenants, concessionaires, activities associated with aircraft operations, of governmental agencies, or matters connected with maintenance and operations of the Airport.
- 3.2 The Airport Manager or his designated representative shall take such action as may be necessary in the handling, conduct and management of the public in attendance at the Airport.
- 3.3 The Airport Manager or his representative may, at any time, remove or eject from the Airport premises any person who knowingly or willfully or continuously violates any rule or regulation herein prescribed, or any order of instruction issued by or under the authority of Routt County. In every case where practicable the violator shall first be informed of the violation he has committed and shall be requested to immediately remedy the violation or leave the Airport premises peacefully. Upon the failure of the violator to remedy his violation to the satisfaction of the Airport Manager, or to leave the Airport premises peaceably, the Airport Manager shall cause the ejection of said violator by whatever law enforcement forces available.
- 3.4 No person shall solicit funds for any purpose and no signs, advertisements, or circulars may be posted or distributed at the Airport without the advanced written permission of the Airport Manager
- 3.5 Garbage, trash, refuse or other waste material shall be placed in appropriate receptacles provided for such purpose.
- 3.6 No person shall destroy, remove or disturb, in any way, any structure, sign, equipment, markers or other appurtenance on the Airport premises without the advanced approval of the Airport Manager.
- 3.7 Destroying, injuring, defacing, disturbing, removing or tampering with any man-made or natural Airport property is prohibited. Any person who causes damage to Airport property shall be liable for such damage.
- 3.8 Written advertisements and handbills may be posted or distributed only with the prior authorization of the Airport.

- 3.9 The posting or distributing of handbills or written advertisements on aircraft or vehicles is prohibited.
- 3.10 Picketing and demonstrations anywhere on Yampa Valley Regional Airport are prohibited without prior authorization from the Airport.
- 3.11 Persons under the influence of drugs or alcohol may not picket or demonstrate,
- 3.12 Use of the public area of any building or area of the airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.
- 3.13 No person shall commit any disorderly, indecent, lewd, or unlawful act or commit any nuisance on the Airport.
- 3.14 No person shall litter any area of the Airport and each person shall ensure that all trash and refuse is properly disposed of in the appropriate container.
- 3.15 Consumption of intoxicating liquors is prohibited except in places approved for on-premises liquor consumption or, otherwise, at such times and locations as specifically approved by Yampa Valley Regional Airport.
- 3.16 Interference with the safe operation of any aircraft landing at, taking off from, or operating on the Airport is prohibited.
- 3.17 Domestic pets, except for guide dogs for the blind, are not permitted on the. AOA unless destined for air transport and restrained by leash or container.
- 3.18 Hunting and trapping on the Airport is prohibited.
- 3.19 Horseback riding on the AOA is Prohibited.
- 3.20 Articles found in public areas at the Airport shall be turned into the Airport. Articles unclaimed by their proper owner will be disposed of according to Routt County Policy.
- 3.21 No person shall make, possess, use, offer for sale, pass or deliver any forged or falsely altered pass, permit, identification, card, sign or other authorization purporting to be issued by or on behalf of Yampa Valley Regional Airport.
- 3.22 Gambling and bet making in any form at the Airport is prohibited.
- 3.23 All signs installed on the Airport must meet the specifications as listed in the Sign Code portion of the Development Guidelines and must be approved in writing by Yampa Valley Regional Airport.
- 3.24 Persons shall not enter any restricted area without the prior authorization of the Airport Manager or his representative.
- 3.25 Tampering or interfering with the lock, or closing mechanism or breaching any other securing device is prohibited except under emergency situations.

- 3.26 Discharge of any weapon on the Airport except in the performance of Official duties or in the lawful defense of life or property is prohibited.
- 3.27 Persons entering the AOA, movement area or any non-public area of the Airport are required to produce identification when asked to do so by any personnel with proper identification.

4.0 AERONAUTICAL USES

- 4.1 Unless otherwise provided in a lease or other agreement, no person shall use any area of the Airport for parking and storage of aircraft or other property without obtaining permission of the Airport Manager or his representative. If notwithstanding, a person uses such area without first obtaining permission, the Airport Manager shall cause such property to be removed, or cause same to be removed and stored at the sole expense of the owner, without liability for damage thereto arising from or out of such removal or storage.
- 4.2 No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, or persons being escorted by a duly authorized person, shall enter into any Air Operations Area or Aircraft Movement Area.
- 4.3 The Airport Manager shall have the authority to detain any aircraft for non-payment of storage or other charges due Routt County.
- 4.4 No person shall discard any article, material or other foreign object in the Air Operations Area except in containers intended for such purposes; nor shall any person allow any foreign object to remain in the AOA.
- 4.5 It shall be strictly prohibited to dispose of any Hazardous Material in the Air Operations Area. Tenants shall be responsible for the recovery and disposal of any such Hazardous Materials, at the tenant's sole cost.
- 4.6 All aeronautical activities at the Airport shall conform to the current applicable provisions of the Federal Aviation Administration Regulations and Orders, applicable State Law, regulations and orders issued by Yampa Valley Regional Airport.
- 4.7 Yampa Valley Regional Airport may deny the use of the Airport to any person in violation of these regulations or any violations of the Federal Aviation Regulations.
- 4.8 Yampa Valley Regional Airport may prohibit aircraft operations when it is determined that conditions are such that continued operations would be unsafe. The Airport may issue a Notice To Airmen (NOTAM) to close any portion of the Airport; or to terminate or restrict any activity thereon.
- 4.9 At the request of any owner or operator of an aircraft the Airport may have any person who creates nuisance or a threat to person, property or aircraft removed from said aircraft.
- 4.10 Operating an aircraft in a careless or negligent manner, or in disregard of the rights and safety of others, or without due caution, or at a speed or in a manner which does or is likely to endanger persons or property, is prohibited.
- 4.11 Aircraft operators shall obey all pavement markings, signage and lighted signals.

- 4.12 The positioning, starting or taxiing of any aircraft shall be done in such a manner so as not to cause propeller slipstream or jet blast that may result in injury to persons or damage to property.
- 4.13 Aircraft shall not be started or taxied within any structure on the Airport.
- 4.14 Aircraft shall be parked only in those areas designated for such purpose by Yampa Valley Regional Airport and shall not be positioned in such a manner so as not to block taxiways, obstruct access to hangars, parked aircraft or vehicles.
- 4.15 Aircraft operators will ensure that aircraft are properly tied down or chocked when parked. No aircraft will be allowed to be parked for more than 8 hours except in areas designated for the tie-down or transient parking for aircraft. No aircraft will be parked on leased parcels except as noted above.
- 4.16 Aircraft that are parked within hangars will be fully inside the hangars so those doors may be fully closed.
- 4.17 Passengers and cargo shall be enplaned/deplaned only in areas designated by the Airport.
- 4.18 Runup of jet turboprop or piston engines shall be performed only in the areas designated for such purpose by the Airport.
- 4.19 Leaving an aircraft unattended with an engine running is prohibited.
- 4.20 Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways and comply fully with Air Traffic Control clearances.
- 4.21 Operators shall familiarize themselves with published noise abatement procedures.
- 4.22 No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas approved by Yampa Valley Regional Airport.
- 4.23 Helicopter operators shall comply with all directives of the Airport and any Air Traffic Control, and will not perform any autorotation within the primary surface airspace without clearance.
- 4.24 Derelict or damaged aircraft in obvious need of major repairs shall not be permitted within the tie-down or ramp areas.
- 4.25 Abandoning aircraft anywhere on the Airport is prohibited. The Airport may remove abandoned aircraft at the sole expense and risk of the owner.
- 4.26 Aircraft maintenance on the Airport is permitted only in areas designated by the Airport.
- 4.27 Aircraft maintenance within hangars will be limited to that specifically permitted by the type rating established in the Uniform Building Code and in compliance with the directives of the Fire Marshal.
- 4.28 Aircraft painting shall be performed only in hangars approved for that activity.

- 4.29 Cleaning of aircraft shall be performed only in the areas and in the manner prescribed by the Airport and in compliance with the Storm Water Management Plan.
- 4.30 All aircraft below 225,000 lbs. Maximum Gross Takeoff Weight (MGTOW) may be operated on the Airport. The Airport Manager may authorize one-time exceptions on a case by case basis. General Aviation taxiways and taxilanes have posted weight restrictions. Aircraft utilizing these areas must be less than the weight restrictions for these taxiways.
- 4.31 Airshows and acrobatic operations of aircraft are not permitted within Yampa Valley Regional Airport airspace unless prior approval of the Airport Manager has been obtained.
- 4.32 The following activities are prohibited within the Airport's airspace unless prior approval has been obtained from the Airport:

Motorless Aircraft/ Parachuting/Skydiving/Blimps/Dirigibles/Hot Air Balloons/Ultralights
- 4.33 The operator or owner of an aircraft involved in an accident on the Airport resulting in any injury to person or damage to property shall notify the Airport immediately and comply with the applicable provisions of National Transportation Safety Board Regulations Part 830.
- 4.34 An aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by Yampa Valley Regional Airport who shall receive removal authorization from the Flight Standards District Office or National Transportation Safety Board, when applicable.
- 4.35 Once authorization for removal of a disabled aircraft has been issued, the owner or operator shall make immediate arrangements to have the aircraft moved. If removal is not initiated within a reasonable amount of time, the Airport may have the aircraft removed at the owner's risk and expense.

5.0 COMMERCIAL BUSINESS OPERATIONS

- 5.1 No person, partnership, firm or corporation shall conduct any commercial activity on the Airport without the consent of Routt County.
- 5.2 All persons conducting commercial aeronautical activities on the airport shall conform to the requirements of the MINIMUM STANDARDS FOR THE CONDUCT OF COMMERCIAL AERONAUTICAL ACTIVITY AT YAMPA VALLEY REGIONAL AIRPORT, HAYDEN, COLORADO.
- 5.3 Any person, partnership, firm or corporation having executed an agreement with Routt County; and having violated the provisions of any rule or regulation herein, shall forfeit the privilege of using the Airport until reinstated by the Airport Manager. All charges and fees, due Routt County shall be due and payable as identified in a duly executed agreement.

6.0 SAFETY

- 6.1 No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any open flame in or upon any area of the Airport within fifty (50) feet of hangars, fuel storage areas, fuel loading operations, fuel handling vehicles, or aircraft being fueled or having fuel drained, or in any other place where smoking is specifically prohibited by signs.

- 6.2 No person shall start an open fire any place on the Airport without permission of the Airport Manager. No torch cutting or welding shall be permitted except where specifically designated by the Airport Manager.
- 6.3 Good housekeeping is required at all times by tenants and occupants of all buildings, hangars or other structures, in their assigned areas and during aircraft maintenance operations. All floors shall be maintained clear of obstacles or equipment not in immediate use. Areas surrounding fire extinguishers and sprinkler risers shall be kept clear at all times, and all premises shall be kept clean and clear of all rubbish, junk, debris, or any other unsightly objects. No materials will be stored outside of structures. If after notification said obstructions are not immediately stored in a manner acceptable to the Airport Manager, said actions will be undertaken by the Airport Manager at the sole cost and expense of the responsible person or tenant.
- 6.4 No person shall store flammable materials or flame/spark emitting equipment, use flammable liquids or gases, or maintain any Airport premises in such a condition so as to violate the Uniform Fire Code, or any rules herein. Flammable liquids having a flash point below 110 degrees Fahrenheit shall at all times be kept in and used from approved containers, and shall be stored in acceptable metal cabinets, in a quantity not to exceed twenty five (25) gallons. Transfer of flammable liquids from original containers to safety cans shall be accomplished in an area designated by the Airport Manager for such activity. Areas surrounding storage of flammables shall be kept clear of all flammable and combustible materials.
- 6.5 Occupants of all hangars and buildings shall provide suitable fire extinguishers and other safety equipment which shall be kept in good working order as determined by the Airport Manager and not tampered with or used for any purpose other than fire fighting or fire prevention. Extinguishers shall be inspected at least every twelve months by qualified personnel. Tags showing the date of the last inspection shall be attached to each extinguisher unit.
- 6.6 Tenants and all persons occupying Airport buildings or other structures shall be required to comply with any and all regulations contained in the Uniform Fire Code as they may apply.
- 6.7 All premises on the Airport shall be subject to periodic safety inspection by the Airport Manager or other duly authorized person or agency. Airport premises shall be inspected a minimum of once each year by the Airport Fire Chief during normal business hours. Tenants and all persons occupying Airport buildings shall comply with all written recommendations resulting from such inspections.

7.0 SECURITY

- 7.1 Only authorized unescorted access shall enter into the Security Identification Display Area (SIDA) of Yampa Valley Regional Airport.
- 7.2 Individual persons applying for SIDA access shall be required to attend an Airport Security briefing prior to being granted unescorted access privileges.
- 7.3 Each person authorized unescorted access to the SIDA shall display his/her Airport Identification Badge on the exterior of their clothing at all times while in the SIDA.

- 7.4 Each person authorized unescorted access to the SIDA shall immediately challenge each unidentified person in the SIDA; and shall immediately notify Airport Security of each such incident.
- 7.5 Each person authorized unescorted access to the SIDA shall have the authority to visually and physically escort non-employee persons (i.e. passengers) in the SIDA.
- 7.6 Each person who unsecures a security barrier (door, gate or other barrier) shall insure that the barrier is re-secured.
- 7.7 Persons authorized unescorted access to the SIDA shall immediately surrender all security access materials (keys, badge) upon termination of employment at YVRA, or upon the demand of the Airport Manager or his representative.
- 7.8 Individuals found to be in violation of these security rules shall immediately surrender their Security Identification Badge, and shall be required to re-apply for unescorted SIDA access privileges.

8.0 VEHICLE OPERATION

- 8.1 No vehicle shall be operated on the Airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution or circumspection, or at a speed or in a manner which unreasonably endangers, or is likely to unreasonably endanger persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic; or if such vehicle is so constructed, equipped or loaded so as to unreasonably endanger, or is likely to unreasonably endanger, persons or property.
- 8.2 All motor vehicle operators on the Airport shall comply fully with the State of Colorado Motor Vehicle Laws, as amended and with all Airport Regulations and instructions issued by representatives of Yampa Valley Regional Airport or law enforcement personnel.
- 8.3 No motorized vehicle shall be operated on the Airport by an operator unless the operator thereof is duly licensed to operate such vehicle on state or municipal highways of the state.
- 8.4 No vehicle shall be operated on the Airport at a speed in excess of the posted speed.
- 8.5 No person shall park, or allow a vehicle to stand on the Airport except in locations designated for such parking or standing.
- 8.6 No personal vehicles will be allowed to enter the AOA except as defined to discharge passengers. No personal vehicles will be parked within hangars or other areas defined for aircraft storage except as approved by the Airport Manager.
- 8.7 No person shall park a vehicle, or permit the same, to remain on the Airport except for such periods of time as may be prescribed or permitted by the Airport Manager.
- 8.8 Vehicles parked, or allowed to stand on the Airport shall be at the owner's/operator's sole risk; and County or its representatives shall be held harmless and without liability for damage which may result in the course of said vehicle being parked or allowed to stand on the Airport.

- 8.9 The operator of any vehicle involved in an accident on the Airport shall immediately notify the Airport Manager and the appropriate law enforcement agency. A person operating a motor vehicle on the Airport who is involved in an accident resulting in injury to any person or damage to any property, shall stop the vehicle at the scene or as close as possible without unnecessarily obstructing traffic, notify the Airport and remain at the scene until a full report is taken by Yampa Valley Regional Airport and/or law enforcement personnel.
- 8.10 The Airport Manager shall have the authority to cause any vehicle in violation of any of these rules and regulations to be removed from the Airport at the owner's/operator's expense, and without liability for damage which may result in the course of such moving.
- 8.11 For vehicle operations in Aircraft Movement Areas or the Air Operations Area:
- 8.11.1 All vehicles shall be escorted or equipped with an FM radio capable of transmitting and receiving on 123.0 MHz. No motorized vehicle shall be operated in or upon an Aircraft Movement Area unless its presence is specifically required for purposes of aircraft servicing or is specifically authorized by the Airport Manager. All vehicles (other than gasoline service trucks or ambulances) which are not operated by Airport personnel must be escorted by an Airport Staff member or authorized tenant employee.
- 8.11.2 No motorized vehicle shall be operated in or upon an Aircraft Movement Area unless (1) the vehicle operator is duly authorized to operate such vehicle on state or municipal highways and unless (2) such vehicle is registered in accordance with the provisions of the law of the state, or unless specifically authorized by the Airport Manager.
- 8.11.3 No vehicle shall be permitted in or upon an Aircraft Movement Area unless it shall be in sound mechanical order, with adequate lights, horn and brakes and clear vision from the driver's seat. Trailers and semi-trailers shall not be permitted unless they are equipped with reflector buttons and proper brakes so that neither aircraft propeller wash or jet blast will cause them to become free rolling when disengaged from a towing vehicle. Positive locking couplings shall be required for all towed equipment.
- 8.11.4 Motorhomes, mini-bikes, go-carts, roller blading, skate boarding and the recreational use of bicycles are not permitted on the AOA.
- 8.11.5 Any vehicle with a trailer in tow must be escorted by Airport personnel when accessing the AOA.
- 8.11.6 The maximum allowable speed on the AOA is 20 miles per hour.
- 8.11.7 Vehicle operators will utilize designated vehicle service roads where available.
- 8.11.8 Aircraft shall have the right of way at all times and in all locations.
- 8.11.9 Vehicles shall give way to pedestrians, emergency equipment, and snow plows at all times.
- 8.11.10 Vehicles may not pass taxiing aircraft except to the rear of the aircraft and may never proceed closer than 100 ft. to a taxiing aircraft.

- 8.11.11 No person shall park a motor vehicle in an area requiring payment for parking thereon without paying the required parking fee.
- 8.11.12 Abandoning vehicles or displaying vehicles for sale on the airport is prohibited.
- 8.11.13 Vehicle Lighting:
 - 8.11.13.1 Headlights shall be operated from one-half hour after sunset to one-half hour before sunrise, except when such vehicles are parked in areas designated by the Airport Manager. Headlights shall also be operated during periods of low visibility.
 - 8.11.13.2 All vehicles operated in or upon the Air Operations Area shall have and operate rotating “yellow” beacon, which shall be operated continuously during the period in which the vehicle is in the AOA. For the purposes of this rule, the Yampa Valley Regional Airport AOA shall include all runways, taxiways and associated clear zones and safety areas.
- 8.11.14 Vehicle Marking:
 - 8.11.14.1 All vehicles operated in or upon the Aircraft Movement Area and/or Air Operations Area shall be distinctively marked with the operator’s name and or logo, which can easily be distinguished from a distance of two hundred feet (200 ft.).
 - 8.11.14.2 All vehicles operated in or upon the Aircraft Movement Area and/or Air Operations Area shall be of a color which is easily distinguished a distance of two hundred feet (200 ft.), and one which is unique to the operator.
- 8.11.15 Ramp Equipment:
 - 8.11.15.1 Ramp equipment shall be parked and/or stored unattended only in areas designated by the Airport Manager.
 - 8.11.15.2 Ramp equipment shall be marked and or a color as in Paragraph 7.9.6 above.
 - 8.11.15.3 Unattended ramp equipment shall be left standing only with power shut off and applicable brakes applied; with wheels chocked in both front and rear.
 - 8.11.15.4 Aircraft Fuel Tenders shall be parked only in areas designated by the Airport Manager; wheels shall be chocked during those times in which the vehicle is not in motion.
- 8.12 Taxicabs and limousines may deliver customers to the Airport or may pick up customers from the Airport if specifically requested to do so by persons. Taxicabs and limousines may not solicit customers on the Airport unless authorized to do so by the, Airport. Only rental car companies and shuttle bus services that have received authorization from Yampa Valley Regional Airport may conduct business on the Airport.

9.0 CONSTRUCTION ON AIRPORT

- 9.1 Any construction or alteration taking place on Airport property shall be performed in compliance with the Airport Development Guidelines and must be authorized by the Airport Manager.
- 9.2 Lease Terms:
One to forty years depending upon the magnitude of the investment and the financial terms with the lending institution.
- 9.3 Fees:
The compensation will be based on a cost per square foot per annum, with a market adjustment every 10 years and a 3% increase each year. See Rates and fees of the standard lease agreement.
- 9.4 Development Criteria:

9.4.1 Purpose

The purpose of these Standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, hangar and other facilities to be constructed on the property referred to as Yampa Valley Regional Airport.

9.4.2 Plan Review

The Airport Manager shall review all Plans and Specifications of ramp, hangar and other facilities submitted pursuant to these Standards and submit a written recommendation to the Routt County Board of Commissioners. The Routt County Board of Commissioners shall then review and approve, reject or modify all plans and specifications submitted pursuant to these Standards.

9.4.3 Applicability

No ramp, hangar or other facilities shall be built or modified until the Plans and Specifications for the construction of the same are submitted to and approved by the Routt County Board of Commissioners.

9.4.4 Plans and Specifications Requirements

The applicant shall submit to the Airport Manager subject to the approval of the Routt County Board of Commissioners, two (2) copies of any proposed Plans and Specifications for the construction or modification of facilities including the following:

- A. A site plan indicating the location and extent of the following:
1. The size, location, dimensions and floor plan of the hangar or other buildings to be constructed.
 2. The size and dimension of the ramp area and automobile parking.
 3. The location and setback of the hangar or other buildings from the ramp and adjacent taxiways.

4. Ramp, hangar and automobile parking access.
 5. The total square footage of the ramp, hangar and other building area, along with adequate auto parking, and the legal description thereof.
 6. The location of all trees, shrubs and landscaped areas.
 7. Building elevations, to include any overhangs and designation of glass or other reflective surfaces.
 8. Exterior lighting and area illumination and directions of such lighting.
 9. Utility and easement locations.
 10. Location and height of all fences.
 11. Location of all loading areas and pedestrian ways.
 12. All exterior contours and types of surfaces, and construction material of all buildings.
- B. Engineering plans and information sufficient to show:
1. Grading with existing and future elevations.
 2. Drainage plans with existing and future flows and facilities.
 3. Pavement surfaces and cross-sections.
 4. Erosion control measures.
 5. Hangar and other building construction plans as required.
 6. Other engineering plans for other related items to be constructed on the property.
 7. All plans and specifications will be stamped by an Engineer or Architect licensed to practice in Colorado, unless waived by the Routt County Board of Commissioners.

9.4.5 Permits and Certifications

Applicant shall state that all necessary permits, certifications and licenses required under local, state and federal requirements have been obtained, and that the applicant has complied with the Standards for development at Yampa Valley Regional Airport, and has read and will comply with the Rules and Regulations of said Airport. Applicant shall supply financial statements and letters of credit to the Airport Manager.

9.4.6 Standard for Review

Review pursuant to these Standards is for determining the impact of the proposal on adjacent ramp and hangar facilities and on the operation of the taxiways and runways, and other operations of Yampa Valley Regional Airport. In reviewing the Plans and Specifications, the following standards shall apply:

- A. That there will be no physical interference with the operation of aircraft or adjacent ramps, hangars, taxiways or runways.
- B. That adequate access exists for aircraft to the hangar.
- C. That the hangar is of sufficient size per aircraft.
- D. That no lighting or reflections will adversely impact the operation of aircraft on adjacent ramps, hangars, taxiways or runways.
- E. That no other external effects including noise, odor, vibration, smoke, dust or gases will be of a magnitude to adversely interfere with aircraft operations.

- F. That there will be no adverse effect on the safety of aircraft operations or ground operations on any ramps, hangars, taxiways, runways, or other facilities of the Airport. No project will visually or electronically interfere with the operation of the ATCT or navigational aids on the airport.
- G. That the proposed development is consistent with the Airport Master Plan.
- H. That the airport may govern the color, shape, or orientation of the proposed facility as may be in the best interest of the airport.

9.4.7. Procedure

The Routt County Board of Commissioners shall within thirty (30) business days from the date of submission of the Plans and Specifications for the construction or modification of any ramp, hangar or other facilities, either approve, approve with stipulations, or deny the said Plans and Specifications, all based upon the provisions herein set forth. The action taken hereunder shall be in writing and if denial is made, the basis for the denial shall be specified in reasonable detail. If no action is taken within sixty (60) days, the plans and specifications will be deemed approved.

9.4.8. Action

The decision of the Routt County Board of Commissioners shall be final.

9.4.9 Approved Plans and Specifications

The applicant shall submit to the Airport Manager, two (2) copies of the approved Plans and Specifications, showing all required changes and/or amendments thereto. The Airport Manager shall return on (1) copy to the applicant under the Routt County Board Chairman's signature.

Prior to the construction and/or modification of any ramp, hangar or facility the Applicant must first provide the Airport Manager with the following:

- A. Copy of "Building Permit" and any other licenses or permits necessary under Federal, State or local laws, statutes, orders or regulations.
- B. Proof of insurance from the Contractor as follows:

*Workman's Compensation	-As required by law
*Employers Liability	\$_____ per accident (minimum)
*Commercial General Liability	
Combined single limit for	
Bodily Injury and	
Property Damage	\$_____ each occurrence
*Motor Vehicle Liability	
Combined single limit for	
Bodily Injury and	
Property Damage	\$_____ each occurrence

Contractor's liability insurance policies shall run to the Contractor as assured and contain and agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgements, or demands for damages arising on account of injuries of whatsoever kind and character sustained by any person or persons on account of the construction of this work.

Where applicable, property damage liability must be endorsed for blasting, the collapse of or structural injury to any building or structure and damage to underground property, such as wires, conduit pipes, mains, sewers, or other similar property.

Provide waiver of subrogation of all policies.

At end of project, submit lien waiver from Contractor and one set of mylar as constructed plans.

These guidelines will be added to or modified periodically as requirements dictate.

10.0 FIRE/STORAGE/DISPOSAL REGULATIONS

- 10.1 All persons, companies and agencies engaged in any activity at the Airport, whether occupying Airport owned buildings or otherwise, shall comply with Airport Fire Regulations as issued by the Airport Manager or his representative and shall comply with the provisions of all applicable County, State and Federal laws and regulations and all fire code and practices recommended by the National Board of Fire Underwriters unless otherwise directed by the Airport Manager deviate from same.
- 10.2 All directives issued by the Airport Manager or other authorized official regarding the removal of fire hazards, arrangement and modification of equipment, or altering operating procedures considered unsafe from a fire prevention standpoint shall be complied with.
- 10.3 All persons using the Airport or the facilities of the Airport in any way, shall exercise the utmost care to guard against fire and injury to persons or property.
- 10.4 The use and storage of all flammables, hazardous liquids and materials shall be in compliance with the State of Colorado Revised Statutes, the Uniform Fire Code and Yampa Valley Regional Airport's Storm Water Management Plan.
- 10.5 Open flame operations may be conducted on the Airport only in designated areas and with the authorization of the Airport and the Fire Marshal.
- 10.6 The placement of any storage container, locker, structure, materials of any kind, or bin on Airport ramp areas must comply with the Uniform Fire Code and be approved by the Airport Manager or his representative as to type, placement, size and color.
- 10.7 Lubricating oils and hazardous liquids shall be disposed of in a manner compatible with Yampa Valley Regional Airport's published procedures and Storm Water Management Plan, the Uniform Fire Code and the Colorado Revised Statutes.
- 10.8 No fuels, oils, dopes, paints, solvents, acids or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere on the Airport.

- 10.9 The storage of waste materials and trash at the Airport is prohibited unless it is placed in suitable receptacles with self-closing covers.
- 10.10 Smoking, matches, lighters or any open flame is prohibited within the AOA. Any open flame is prohibited within 100 ft. of any fuel storage area, parked aircraft, or any aircraft being fueled or defueled.
- 10.11 Hangar floors shall be kept free from the accumulation of oil, grease, flammable liquids, or other waste materials.
- 10.12 Drip pans shall be placed under engines of stored aircraft and shall be maintained so as to prevent accumulations of liquid in the pans.
- 10.13 Any person who experiences overflowing or spilling of oil, grease, fuel or similar material anywhere on the Airport is responsible for the immediate clean-up of the spill and notification to the Airport ARFF Department. Failure to clean the area may result in the Airport providing the cleanup at the expense of the responsible party.
- 10.14 Doping processes, painting, or paint stripping shall be performed in hangars approved for that activity and in compliance with the Uniform Fire Code and Yampa Valley Regional Airport Storm Water Management Plan.
- 10.15 All empty oil, paint and varnish cans, bottles or other containers shall be removed from the premises in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, shops or other buildings.
- 10.16 No boxes, crates, rubbish, paper or litter of any kind shall be permitted to be stored in or about the hangars.
- 10.17 All heating equipment and fuel burning appliances installed on the Airport shall comply with the requirements of Routt County, the Uniform Fire Code, National Board of Fire Underwriters and the Fire Marshal.

11.0 FUELING OPERATIONS

- 11.1 Fueling of aircraft on the Airport shall be performed only by those companies or individuals that have received authorization from Yampa Valley Regional Airport to do so and shall comply with all orders, procedures and standards set forth by Yampa Valley Regional Airport.
- 11.2 All fueling operations on the Airport shall be in accordance with the directives of the Fire Marshal, the Uniform Fire Code and the applicable sections of the Federal Aviation Regulations.
- 11.3 No aircraft shall be fueled while an engine is running.
- 11.4 Fueling or defueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified as required by law and all personnel involved with fueling operations shall be properly trained on the use of fire extinguishers.

- 11.5 Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity of the aircraft is prohibited.
- 11.6 No aircraft shall be fueled or defueled if an electrical storm is in progress within 3 miles of the Airport.
- 11.7 During fueling or defueling, the aircraft and the dispensing apparatus shall both be bonded to equalize voltage potential.
- 11.8 All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile liquids.
- 11.9 Fueling vehicle operators shall not operate the vehicle in reverse on the Airport unless an attendant is present outside the vehicle to assist.
- 11.10 No aircraft shall be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the cabin door, the door is in the open position, and an attendant is present at or near the door. If an incapacitated patient is on board during fueling operations fire department personnel must be standing by at the scene.
- 11.11 Persons engaged in the fueling of aircraft shall exercise care to prevent overflow of fuel and shall be responsible for the immediate cleanup if spillage should occur.

EXHIBIT D

CONCESSIONAIRE MONTHLY ACTIVITY REPORT

Due Date: Fifteenth day of the month following the month in which the "gross revenues" on which the payment is based were earned.

Concession: _____

Period Covered: From _____ Ending _____

Main Gift Shop Total Gross Sales _____

___% of Total Gross Revenues _____

(Less) Monthly MAG Payment
for Covered Period _____

Amount Submitted _____

Date _____

Check Number _____

I hereby verify this report to be true and accurate of the sales for the period shown above.

Concessionaire

APPENDIX C

CONCESSION REVENUE DATA/PASSENGER TRAFFIC

YVRA GIFT SHOP REVENUES/PASSENGER HISTORY

Page 1

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	YRLY TOTAL
\$ PAID TO AIRPORT	3746.75	\$6,113.10	\$7,760.85	\$1,755.74	\$411.47	\$760.17	\$1,211.16	\$981.08	\$1,159.03	\$1,152.04	\$3,663.79	\$3,075.00	\$ 32,189.18
GROSS REVENUE	83239	\$86,249.52	\$86,565.00	\$18,508.26	\$4,571.95	\$8,779.77	\$13,457.34	\$11,012.01	\$12,878.19	\$13,133.87	\$8,873.55	\$48,886.31	\$ 388,136.77
TOTAL ENPLANE/MT	30,203	27,792	32,263	8,621	2,356	3,487	5,444	3,889	4,278	3,789	3,548	13,726	140,806
TOTAL DEPLANE/MT	27,594	27,978	30,601	4,873	2,314	3,853	5,129	4,937	3,929	3,658	3,619	20,454	136,949
\$ PAID TO AIRPORT	\$8,011.85	\$10,038.56	\$9,479.60	\$1,154.00	\$118.01	\$403.43	\$673.80	\$657.15	\$448.52	\$765.46	\$41.79	\$3,207.23	\$ 36,905.40
GROSS REVENUE	\$106,796.85	\$111,537.38	\$104,217.81	\$12,822.31	\$2,235.18	\$4,068.83	\$7,486.72	\$7,501.77	\$4,983.64	\$8,505.09	\$3,864.33	\$33,730.00	\$ 408,149.91
TOTAL ENPLANE/MT	30,167	31,566	34,229	5,603	2,231	4,041	5,680	3,385	3,536	3,536	2,854	11,888	140,088
TOTAL DEPLANE/MT	28,754	30,733	31,105	2,811	2,381	4,334	5,176	5,354	3,150	3,408	2,883	17,136	137,025
\$ PAID TO AIRPORT	\$6,414.45	\$6,414.45	\$6,827.56	\$524.59	\$139.23	\$463.30	\$413.46	\$363.07	\$351.54	\$308.61	\$264.58	\$3,207.23	\$ 25,977.17
GROSS REVENUE	\$63,848.00	\$68,153.00	\$75,791.31	\$8,162.00	\$1,547.00	\$3,871.00	\$4,594.00	\$3,823.00	\$3,806.00	\$4,428.00	\$3,162.00	\$30,709.00	\$ 273,085.31
TOTAL ENPLANE/MT	26,199	27,586	30,340	5,943	2,432	3,363	4,413	4,940	3,250	3,014	2,661	11,928	125,689
TOTAL DEPLANE/MT	23,169	27,500	25,744	4,203	2,522	4,060	4,409	4,205	3,349	2,792	2,861	17,046	121,660
\$ PAID TO AIRPORT	\$6,414.45	\$6,414.45	\$6,414.45	\$947.79	\$80.27	\$177.83	\$304.43	\$190.10	\$425.70	\$453.60	\$413.10	\$3,223.27	\$ 25,469.44
GROSS REVENUE	\$64,238.00	\$60,326.46	\$55,839.62	\$10,530.99	\$1,003.00	\$1,975.90	\$3,382.55	\$2,112.90	\$4,730.00	\$504.00	\$4,590.00	\$26,758.39	\$ 235,981.81
TOTAL ENPLANE/MT	23,803	24,034	24,256	5,758	1,820	2,684	4,364	4,362	3,460	2,943	2,739	11,109	111,714
TOTAL DEPLANE/MT	20,962	23,708	24,034	2,901	2,024	3,437	4,744	4,169	3,415	2,852	2,725	15,786	110,557
\$ PAID TO AIRPORT	\$6,446.52	\$6,446.52	\$6,446.52	\$523.95	\$181.80	\$337.40	\$703.22	\$746.16	\$7,066.36	\$6,522.80	\$410.18	\$3,348.86	\$39,180.41
GROSS REVENUE	\$59,643.48	\$54,418.46	\$56,274.88	\$6,821.70	\$1,818.82	\$3,640.57	\$7,687.75	\$7,461.63	\$708.64	\$652.28	\$4,101.80	\$27,628.16	\$229,756.17
TOTAL ENPLANE/MT	22,252	21,589	24,668	5,011	2,071	2,858	4,324	4,571	3,267	2,989	2,715	12,086	108,431
TOTAL DEPLANE/MT	20,574	21,689	22,900	2,808	2,156	3,595	4,315	4,116	3,171	2,722	2,681	17,321	107,739
\$ PAID TO AIRPORT	\$6,697.83	\$6,697.83	\$6,697.83	\$449.17	\$71.03	\$187.83	\$397.04	\$397.84	\$313.37	\$413.78	\$397.04	\$3,415.96	\$26,136.85
GROSS REVENUE	\$51,574.83	\$55,896.15	\$57,014.60	\$4,491.66	\$710.26	\$1,878.31	\$3,970.36	\$3,979.47	\$3,133.70	\$4,137.80	\$3,970.37	\$16,072.00	\$208,828.51
TOTAL ENPLANE/MT	20,636	21,237	23,360	4,149	2,142	3,188	4,786	4,780	3,261	2,802	2,264	8,871	101,456
TOTAL DEPLANE/MT	17,877	21,474	21,382	2,793	2,368	3,440	4,848	4,426	2,916	2,518	2,259	2,288	88,819
\$ PAID TO AIRPORT	\$6,831.89	\$6,831.89	\$6,831.89	\$222.35	\$125.26	\$136.90	\$377.96	\$348.12	\$3,771.11	\$4,437.64	\$97.20	\$3,456.95	\$33,466.16
GROSS REVENUE	\$44,105.95	\$51,774.58	\$50,208.67	\$2,223.52	\$1,252.62	\$1,369.00	\$3,779.65	\$3,481.21	\$377.11	\$443.76	\$972.03	\$17,472.60	\$177,460.70
TOTAL ENPLANE/MT	20,291	20,665	23,232	2,890	1,428	2,303	3,709	3,649	2,875	2,673	1,582	8,031	93,428
TOTAL DEPLANE/MT	18,591	20,733	21,004	1,546	1,454	2,617	4,057	3,526	2,873	2,452	1,528	12,602	81,013
\$ PAID TO AIRPORT	\$6,913.87	\$6,913.87	\$6,913.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$107.03	\$1,726.00	\$22,573.64
GROSS REVENUE	\$48,740.26	\$50,002.08	\$60,600.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,070.28	\$11,899.28	\$172,401.98
TOTAL ENPLANE/MT	18,994	19,893	24,260	1,678	1,536	3,117	4,261	3,117	2,734	2,734	1,715	10,582	95,917
TOTAL DEPLANE/MT	16,800	20,082	20,369	1,403	1,500	2,852	4,676	4,020	2,764	2,393	1,573	13,807	82,239

YVRA GIFT SHOP REVENUES/PASSENGER HISTORY

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	<u>Jan-15</u>	<u>Feb-15</u>	<u>Mar-15</u>	<u>Apr-15</u>	<u>May-15</u>	<u>Jun-15</u>	<u>Jul-15</u>	<u>Aug-15</u>	<u>Sep-15</u>	<u>Oct-15</u>	<u>Nov-15</u>	<u>Dec-15</u>	<u>YRLY TOTAL</u>
\$ PAID TO AIRPORT	\$6,300.00	\$6,300.00	\$6,300.00	\$193.37	\$0.00	\$26.89	\$87.03	\$133.84	\$70.78	\$69.65	\$14.54	\$1,742.25	\$21,236.35
GROSS REVENUE	\$32,815.00	\$31,132.80	\$33,451.78	\$1,933.74	\$0.00	\$268.90	\$870.30	\$1,336.40	\$707.80	\$696.50	\$145.35	\$13,928.67	\$117,289.24
TOTAL ENPLANEMNT	20,739	21,343	23,547	3,171	-	493	4,293	4,433	3,000	2,653	1,896	11,120	96,688
TOTAL DEPLANEMNT	18,004	21,576	20,937	1,522	-	645	4,152	3,885	2,732	2,401	1,624	16,788	94,266
	<u>Jan-16</u>	<u>Feb-16</u>	<u>Mar-16</u>	<u>Apr-16</u>	<u>May-16</u>	<u>Jun-16</u>	<u>Jul-16</u>	<u>Aug-16</u>	<u>Sep-16</u>	<u>Oct-16</u>	<u>Nov-16</u>	<u>Dec-16</u>	<u>YRLY TOTAL</u>
\$ PAID TO AIRPORT	\$6,363.00	\$6,363.00	\$6,363.00	\$271.64	\$0.00	\$69.57	\$222.62	\$126.73	\$160.36	\$109.23	\$13.75	\$2,194.41	\$22,257.71
GROSS REVENUE	\$34,896.20	\$50,004.12	\$30,922.94	\$2,718.46	\$0.00	\$696.72	\$2,228.21	\$1,267.29	\$1,603.55	\$1,092.28	\$137.05	\$21,944.06	\$147,509.88
TOTAL ENPLANEMNT	22,689	24,536	24,214	3,584	1,588	2,952	4,951	5,268	3,257	2,677	1,935	12,718	110,369
TOTAL DEPLANEMNT	19,196	24,080	22,719	1,747	1,588	3,051	5,349	4,751	3,069	2,432	1,756	18,323	108,061
	<u>Jan-17</u>	<u>Feb-17</u>	<u>Mar-17</u>	<u>Apr-17</u>	<u>May-17</u>	<u>Jun-17</u>	<u>Jul-17</u>	<u>Aug-17</u>	<u>Sep-17</u>	<u>Oct-17</u>	<u>Nov-17</u>	<u>Dec-17</u>	<u>YRLY TOTAL</u>
\$ PAID TO AIRPORT	\$6,450.26	\$6,450.26	\$6,450.26	\$169.34									\$19,640.12
GROSS REVENUE	\$56,499.31	\$48,731.26	\$47,699.74	\$1,693.34									\$154,623.65
TOTAL ENPLANEMNT	22,302	21,244	23,573	3,122									
TOTAL DEPLANEMNT	18,423	22,151	20,637	1,792									