

TELLURIDE REGIONAL AIRPORT

RULES AND REGULATIONS

Amended and Restated: January 19, 2023

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Article 1

Definitions

The following words and phrases, when used in these Rules and Regulations, shall have the meaning respectively ascribed to them.

Paragraph 1.1

Airport means the Telluride Regional Airport.

Paragraph 1.2

Aircraft Operations Area means the area on the airport where the general public is restricted by fence or posting, and/or areas where aircraft are parked or operated which include, but are not limited to aircraft parking ramps, taxiways, runways, safety area and object free area.

Paragraph 1.3

Board of Commissioners means the Board of Commissioners of the Telluride Regional Airport Authority.

Paragraph 1.4

Air Carriers means commercial airlines (scheduled or unscheduled), air taxis, and charter operators.

Paragraph 1.5

Certificated Gross Allowable Takeoff Weight means the maximum permissible gross weight the aircraft may lawfully have or be permitted to have at the time of takeoff as set forth in the Federal Aviation Administration Aircraft Specifications and without giving consideration to local factors.

Paragraph 1.6

Federal Aviation Administration (FAA) means the Federal Aviation Administration established by the Federal Government under the Federal Aviation Act of 1958, as amended, or such other governmental agency which may be successor in function thereto or be vested with the same or similar authority.

Paragraph 1.7

Public Airport Facilities means any area where the public is not restricted by fence or posting. This includes: aircraft parking ramps, terminal, taxiways, runways, parking, all common areas, or any extensions of the above and other space and/or facilities provided by TRAA for public and common use by aircraft operators in connection with landing and taking-off of aircraft, or in connection with operations hereinafter authorized to be performed by aircraft operators.

Paragraph 1.8

TRAA means the Telluride Regional Airport Authority established pursuant to the Public Airport Authority Law, C.R.S. 41-3-101 et seq.

Paragraph 1.9

Airport Manager means the person appointed by the Telluride Regional Airport Authority to manage and maintain the everyday operations of the Airport.

Paragraph 1.10

Signatory Airline means an airline that has signed a Scheduled Airline Operating Agreement with the Telluride Regional Airport Authority.

Paragraph 1.11

Non-Signatory Airline means an airline that has not signed a Scheduled Airline Operating Agreement with the Telluride Regional Airport Authority.

Paragraph 1.12

Scheduled Operations means flights scheduled to occur at regular dates and times as listed in the Official Airline Guide. Air carriers and regional airlines, on domestic and international routes operate scheduled service.

Paragraph 1.13

Non-Scheduled Operations means charter, general aviation and military flights that are not scheduled in the Official Airline Guide. These flights may or may not take place on a regular basis.

Paragraph 1.14

Bulk Plant means the 10,000-gallon tanks used for gas storage and commonly referred to as "fuel farms".

Paragraph 1.15

Transportation Security Administration (TSA) means the federal organization responsible for the security of airline flights within the United States.

Article 2
General Rules and Regulations

Paragraph 2.1

Any person(s), firm or legal entity using or entering the Airport shall be governed by the rules and regulations set forth herein.

Paragraph 2.2

No person shall enter the Aircraft Operations Area unless that person has in his/her possession a valid Ramp Pass issued by the Airport Manager, Air carrier personnel and private aircraft owners are responsible for escorting passengers on the Aircraft Operations Area.

Paragraph 2.3

No person(s), firm or legal entity shall take pictures of any type on the Airport for commercial purposes, and/or use any part of the Airport for staging a commercial film operation to be located on or off Airport property without the written permission of the Airport Manager. Any person, firm or legal entity conducting commercial photography and/or motion picture activities and/or staging on the Airport shall pay the required fee as determined by the Airport Manager, and provide the Airport with a Certificate of Insurance with at least \$3,000,000 in liability coverage which indemnifies the Airport. All fees and insurance coverage shall be provided to the Airport before any activity is conducted.

Paragraph 2.4

No person(s), firm or legal entity shall solicit funds for any purpose on the Airport without the written permission of the Airport Manager.

Paragraph 2.5

No person(s), firm or legal entity shall use the Airport as a base or terminal for any Commercial Aeronautical Activities without first applying for a Use and Lease Agreement as outlined in the Airport's Minimum Standards.

Paragraph 2.6

No person(s), firm or legal entity shall conduct any business or concession upon the Airport or upon or in any of the buildings, structures, land, parking places, walkways, roadways or other facilities used in connection with the said Airport without a written agreement with the Authority setting forth the terms and conditions of such activity.

Paragraph 2.7

No person(s), firm or legal entity shall distribute, display, or post any commercial or non-commercial signs, circulars, handbills, or advertisements on the Airport without written permission of the Airport Manager.

Paragraph 2.8

No person(s), firm or legal entity shall travel on the Airport other than on roads, walks, or areas provided for that particular class of traffic. No person(s), firm or legal entity shall use the roads, walks, or other areas in such a manner as to hinder or obstruct their proper use, and/or engage in abusive behavior whether it is done verbally, or physically.

Paragraph 2.9

No person(s), firm or legal entity shall commit any disorderly, indecent, or unlawful act or commit any nuisance on the Airport.

Paragraph 2.10

No person(s), firm or legal entity shall destroy, injure or disturb in any way, any property owned or leased by the Airport, or by any of its tenants or visitors.

Paragraph 2.11

No one except duly authorized persons, law enforcement officers, federal, airport and air carrier employees or members of the Armed Forces of the United States on official duty shall carry any firearms or explosives on the Airport without permission of the Airport Manager, provided that air carrier passengers may carry unloaded cased guns as baggage (subject to TSA regulations).

Paragraph 2.12

TRAA assumes no responsibility or liability for loss, injury or damage to persons or property on the Airport or using Airport facilities by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to persons or property on the Airport or using Airport facilities by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to persons or property while using the facilities of same.

Paragraph 2.13

Any person(s), firm or legal entities entering upon the Airport shall use only authorized entrances thereto.

Paragraph 2.14

No person(s), firm or legal entity shall enter any part of the Airport with a dog or any other animal, except a Seeing Eye dog, or an animal being transported by aircraft in a proper & safe containment cage. Animals shall not be left in vehicles for more than 30 minutes, or tied to vehicles or any other building or fixture on the Airport. Any animal brought to the Airport must be in an approved carrier or on a leash at all times.

Paragraph 2.15

Smoking is prohibited on the Telluride Regional Airport except in marked, designated areas.

Paragraph 2.16

No person(s), firm or legal entity shall use, or engage in any operation or activity on the Airport in violation of any applicable law, rule, or regulation of TRAA, the County of San

Miguel, the State of Colorado, or the United States of America, or any department or agency thereof, as the same may now exist or be hereinafter promulgated.

Paragraph 2.17

No person(s), firm or legal entity shall return any rental car to the Airport unless the same is under rental agreement with a rental car agency legally operating at the Airport under a written agreement, which also has an existing lease with the TRAA. Any rental car agency violating this paragraph shall have said vehicle(s) towed immediately at the owner's expense.

Paragraph 2.18

Any person(s), firm or legal entity shall comply with the Telluride Regional Airport's Stormwater Management Plan, and properly use the Airport's de-icing facilities when any de-icing of aircraft is required. Any person(s), firm or legal entity utilizing the Airport's de-icing facilities shall provide to the Airport by the tenth (10th) day of each month the amount of glycol used in the preceding month, and reimburse the Airport for the disposal of any glycol, water, and/or contaminants stored in the underground storage tank as described in Article 10 of these Rules and Regulations.

Paragraph 2.19

All children aged 12 years old or younger must be accompanied by an adult at all times on Airport property, and no luggage shall be left unattended.

Paragraph 2.20

Any person who receives access privileges to the Airport's terminal building in the form of a key and/or security code must insure that all doors are locked and secured. Failure to secure the terminal building will result in immediate revocation of the person's access privileges, and responsibility for any missing property or after-hour fees. No person shall allow another person to use his/her key and/or security code.

Paragraph 2.21

Any Tenant, Operator, or person(s) accessing the terminal building using "forced entry" for other than a medical, fire, or aircraft emergency will be reported to the San Miguel Sheriff's Department.

Paragraph 2.22

Employees are the responsibility of the Employer and the employer will be responsible for payment of all costs and penalties levied against its employee. Employer will insure the compliance of its employees with the rules and regulations as outlined in this document, and employer will take appropriate internal measures to discipline all violations of said rules and regulations.

Article 3
Bulk Plants

Paragraph 3.1

Under no circumstances will a tank motor vehicle be left unattended at a bulk plant (fuel farm) during the loading and unloading process. Loading and unloading shall not be considered complete until the delivery hose is detached from the vehicle and tanks. The operator must be in a position to see all the fuel lines and connectors being used, and act immediately if a problem occurs.

Paragraph 3.2

Every tank motor vehicle must have the tank grounded and the nozzle grounded before loading and unloading.

Paragraph 3.3

In order to prevent a fire hazard and detect potential problems, persons or companies using any bulk plant are responsible for keeping yards free of weeds and for a distance of three (3) feet outside of yard fences. Yards will be kept free of trash and other debris at all times.

Paragraph 3.4

Care will be taken in filling tanks at the bulk plant to allow for heat expansion, and not filled to the point where they will overflow from heat expansion.

Paragraph 3.5

All loading platforms and fill nozzles will be equipped with proper grounding clamps and flexible cables.

Paragraph 3.6

No bulk plant shall be constructed upon the Airport without the written consent of the Telluride Regional Airport Authority. All bulk plants shall be completely enclosed by a security fence approved by the Airport Manager, and shall be kept locked at all times when not being used by authorized employees of the owner thereof. This paragraph is covered in more complete detail in the Airport's Minimum Standards.

Paragraph 3.7

DELETED 1/19/23

Paragraph 3.8

Any person(s), firm or legal entity shall comply with FAR Part 139, Section 321, Section 5 of the Airport's Minimum Standards, and be subject to all inspections by Airport Management and/or the FAA.

Article 4 Repair of Aircraft

Paragraph 4.1

No aircraft, aircraft engine, propeller or appliance shall be repaired or maintained in any area of the Airport other than specifically designated by the Airport Manager.

Paragraph 4.2

DELETED 1/19/23

Article 5 Safety

Paragraph 5.1

No person shall use flammable and/or volatile materials in the cleaning of aircraft, aircraft engines, propellers and appliances unless such cleaning operations are conducted in open areas as designated, or in a room specifically set aside for the purpose, which room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus.

Paragraph 5.2

No person shall conduct any open flame operations in any hangar, or building, or part thereof unless specifically authorized by the Airport Manager. Welding of aircraft is permitted only in the aircraft repair areas of a hangar, which are designated by the Airport Manager

Paragraph 5.3

No person(s), firm or legal entity shall store or stock material or equipment in such a manner as to constitute a fire hazard.

Paragraph 5.4

No person(s), firm or legal entity shall keep or store any flammable liquids, gasses, signal flares or other similar material in hangars or any building on the Airport; provided that such materials may be kept in aircraft in the proper receptacles installed in the aircraft for such purposes or in containers provided with suitable draw-off devices as approved by the Airport Manager.

Paragraph 5.5

No person(s), firm or legal entity shall keep or store lubricating oils in or about the hangars; provided that such materials may be kept in the proper receptacle installed in aircraft for such purposes or in containers provided with suitable draw-off devices as approved by the Airport Manager, or his authorized representative.

Paragraph 5.6

Lessee of hangars or hangar space shall provide suitable metal receptacles with covers for the storage of oil waste, rags, or other rubbish in accordance with the Telluride Regional Airport's Storm Water Management Plan (SWMP).

Paragraph 5.7

No person shall use volatile flammable substances for cleaning floors in the hangars or in other buildings on the Airport.

Paragraph 5.8

All tenants on the Airport shall keep floors of hangars, apron pits, and areas adjacent thereto, free and clear of oil, grease and other flammable materials.

Paragraph 5.9

Doping and painting processes shall be conducted only in properly designated, fireproofed and ventilated rooms or buildings in which all illuminations, wiring, heating, ventilating equipment, switches, outlets and fixtures shall be spark-proof; and all windows and doors shall open easily, preferable outward.

Paragraph 5.10

Handling or storage of hazardous materials on the Airport is prohibited except as follows;

- (a.) Certificated air carriers will be permitted to handle and store commercially shipped hazardous materials and glycol.
- (b.) Fixed Based Operators will be permitted to handle and store fuel and petroleum products, and glycol for aircraft and airport related vehicle usage.
- (c.) Concession may be granted by TRAA for the sale of automobile fuels and oils.

Paragraph 5.11

All Operators and Tenants shall comply with the Telluride Regional Airport's Stormwater Management Plan.

Article 6
Aircraft Fueling Regulations

Paragraph 6.1

No aircraft shall be fueled or drained of fuel while the engine is running or while the aircraft is in any hangar or enclosed space.

Paragraph 6.2

No person shall operate any electrical switch in an aircraft during fueling or draining of fuel.

Paragraph 6.3

No aircraft shall be fueled or defueled until it is grounded, the fuel truck is grounded, and the nozzle grounded to a regulations ground.

Paragraph 6.4

No passenger or passengers will be permitted in any aircraft during fueling or defueling unless an attendant is at the cabin door and an ARFF vehicle is present. No passenger will be permitted on the loading ramp adjacent to a specific aircraft during fueling or defueling operations of the aircraft.

Paragraph 6.5

No person shall use any material during fueling or defueling of aircraft which could cause a static discharge.

Paragraph 6.6

Persons engaged in fueling or defueling aircraft shall exercise care to prevent overflow or spillage and will take proper measure to remove any volatile liquid when spilled. For any hazardous spills, refer to the Telluride Regional Airport's Stormwater Management Plan for proper clean up and disposal.

Paragraph 6.7

Fueling hoses and defueling equipment must be maintained in a safe, non-leaking condition. Gasoline trucks and underground pits will be kept clean and at all times free of leaks, oil and grease.

Paragraph 6.8

Adequate fire extinguishers of an approved type shall be within ready reach of persons engaged in fueling and defueling operations. There shall be maintained on all fuel trucks and in the vicinity of underground pit areas at all times at least one fully charged, approved, portable fire extinguisher, of not less than 20 pounds CO₂ or 20 pounds dry gas capacity, or its equivalent, in a readily accessible place.

Paragraph 6.9

No person shall start the engine of any aircraft when there is fuel on the ground under any such aircraft.

Paragraph 6.10

The heating of oil shall be restricted to steam, hot water, hot air or approved electrical heaters.

Paragraph 6.11

Trucks containing flammable liquids must be equipped with proper ground straps. All ground connections will be in proper working order and shall be utilized at times during refueling operations.

Paragraph 6.12

Any flammable liquid truck found to be in unsafe operating condition shall be placed out of service. No truck that is placed out of service shall be operated on the Airport until it has been placed in a safe and serviceable condition and approved by the Airport Manager.

Paragraph 6.13

Aircraft will be grounded at all times during periods they are undergoing repair, servicing, fueling, or defueling.

Paragraph 6.14

Fuel and oil trucks shall be parked 50' from any building and 10' apart.

Paragraph 6.15

All fueling shall be from approved fueling systems or fuel trucks authorized by the Airport Manager to operate on the Airport.

Paragraph 6.16

All fuel storage tanks, trucks, and dispensers will be properly marked as to type and/or octane of fuel, and prohibiting smoking signs.

Paragraph 6.17

Fuel storage areas shall be fenced and placarded with warning signs to discourage unauthorized entry or sabotage.

Paragraph 6.18

All personnel engaged in dispensing fuel shall be trained in safety procedures for storing, handling, and dispensing fuel, lubricants, and oxygen; and, in addition, shall

comply with any and all training and certification requirements imposed by Part 139 certification requirements.

Paragraph 6.19

There shall be posted a sign in a prominent location where aircraft fuel is ordered, reminding pilots to check their aircraft operations manual for performance specifications at airport density altitude, before ordering a full load of fuel.

Paragraph 6.20

All fuel storage facilities and mobile equipment will comply with all local, state and federal regulations, which includes the Environmental Protection Agency regulations regarding fuel farms, and the storage of hazardous materials. All mobile refuelers and bulk plants are subject to inspections by the Airport Manager and/or the FAA.

Article 7 Snow Removal Requirements

Paragraph 7.1

Snow removal shall be completed as outlined in the Drivers Training Manual for Snow Removal Operations as amended. Copies of the Manual are available from the Airport Manager's office.

Paragraph 7.2

In the event that the Airport Certification Manual for Part 139 Operations contains more stringent requirements, such requirements shall apply.

Article 8 Aircraft Operations

Paragraph 8.1

No person(s), firm or legal entity shall operate any aircraft to, from or on the Airport, or service, repair or maintain any aircraft on the Airport, or conduct any aircraft operation on or from the Airport, except in conformity with the current Federal Aviation Regulations as promulgated by the Administrator of the FAA.

Paragraph 8.2

The Airport Management may suspend or restrict any or all aircraft operations on the Airport whenever such action is deemed necessary in the interest of safety.

Paragraph 8.3

Performance tests on experimental aircraft from or on the Airport shall be conducted only with the written permission of the Airport Manager.

Paragraph 8.4

Operator, pilot or other person(s), firm or legal entity responsible shall pay for all damage to airfield lighting or other equipment on the Airport

Paragraph 8.5

No aircraft shall take off or land on taxiways or any paved or unpaved area other than designated runways except by specific authority of the Airport Manager; the exception to this is helicopters, which shall land on helipads.

Paragraph 8.6

All aircraft shall be taxied at all times at a slow and reasonable speed and in a same manner and under control of the pilot.

Paragraph 8.7

No aircraft shall be taxied into or out of any hangar.

Paragraph 8.8

Aircraft owners, their pilot or agent, shall be responsible for the prompt removal of disabled aircraft and parts thereof unless required by proper officials to delay such action pending an investigation of an accident. Aircraft owners, their pilot or agent, shall comply with FAA and NTSB requirements.

Paragraph 8.9

In the event of an aircraft accident or incident which causes the Airport to be closed, the Airport Manager shall have the authority to utilize any resources or manpower that may be available on the Airport, to remove the aircraft, with any expense utilizing the same passed on directly to the operator or owner of the aircraft involved in said accident.

Paragraph 8.10

The Airport Manager shall have the authority to close the Airport in the event of an incident or accident, if in his opinion further aircraft operations may hamper the removal of the disabled aircraft or may be hazardous to the personnel or property involved in the removal operation.

Paragraph 8.11

Witnesses, when requested, and participants in aircraft accidents occurring on the Airport shall make a written report dated and signed thereof to the Airport Manager within 24 hours of the incident or accident. The written report should include the date, approximate time of accident, and a brief factual account of what happened.

Paragraph 8.12

No person shall park any aircraft in any area not designated for such purpose by the Airport Manager.

Paragraph 8.13

Parked aircraft shall have parking brakes set, or wheels properly blocked and shall be firmly secured to the ground by ropes or other appropriate means when left unattended.

Paragraph 8.14

No aircraft engine shall be started or run in any hangar, or when aircraft is tailed toward hangar doors, or when positioned to as to endanger persons or damage buildings or property.

Paragraph 8.15

Take-offs, landings and taxiing of all aircraft shall be confined and limited to hard-surfaced runways, taxiways and ramps.

Paragraph 8.16

Warm-ups and final checks prior to take-offs shall be performed on taxiway warm-up areas remaining clear of the runways at all times.

Paragraph 8.17

Landing aircraft shall clear the runway as soon as practical after landing, consistent with safe operating procedures.

Paragraph 8.18

No aircraft engine will be started without adequate fire extinguishers of approved type being immediately available and in or near the aircraft when engines are being started.

Paragraph 8.19

No services will be permitted to aircraft occupying loading and unloading positions on a ramp adjacent to the air terminal except those services incidental to the preparation of the aircraft for immediate departure, such services to include, among other things, fueling, inspection, interior cleaning, any non-routine maintenance involving minor repairs and the replacement or adjustment of equipment of an emergency nature or in order to insure the safe departure of the aircraft. Any person(s), firm or legal entity performing such services shall leave the ramp area used therefore in a neat, clean, safe, and orderly condition upon completion of such services.

Paragraph 8.20

It shall be the responsibility of all person(s), firm or legal entities operating on the Airport

to acquaint themselves, their pilots, instructors and students with Federal Aviation Regulations and all Airport Rules and Regulations contained herein.

Paragraph 8.21

“Touch and go” landings are prohibited.

Paragraph 8.22

No person(s), firm or legal entity shall park any aircraft outside of the Aircraft Operations Area and in any of the Public Area Facilities (not designated for that purpose) of the Airport without prior written consent of the Airport Manager.

Paragraph 8.23

No person(s), firm or legal entity shall operate, or permit to be operated, any civil aircraft on the Airport unless the operator or pilot thereof shall possess a current valid private, special purpose, commercial, or airline transport pilot certificate or flight instructor certificate, issued by the Federal Aviation Administration; provided that this Section shall not apply to the ground operation of aircraft by airline maintenance personnel or student pilots operating upon instructions from a certified flight instructor.

Paragraph 8.24

No aircraft shall land or take off at any time from the Airport, which is not in full compliance with Federal Air Regulations, Part 36, and all appendices thereto, as now in effect or as hereinafter from time to time amended.

**Article 9
Hours of Operation**

Paragraph 9.1

No aircraft shall land or take off from the Airport during the periods between 9:00 p.m. and 6:00 a.m. local time except in cases of in-flight emergency or other emergency condition, such as a natural disaster, medical emergency or civil disturbance.

Paragraph 9.2

With regard to arrivals, it is the responsibility of the pilot of the aircraft and the owner and operator of that aircraft, jointly and severally, to have departed that aircraft from its last previous point of departure, non-stop to Telluride at a time reasonably calculated to meet the Airport’s Operating Hours, after taking all factors into account, including but not limited to, the following:

- (a) Foreseeable gate delays,
- (b) Foreseeable air traffic control (ATC) delays,
- (c) Foreseeable weather conditions at point of departure, en route to Telluride, and at Telluride.

- (d) Individual aircraft performance capabilities (fuel, etc.),
- (e) Information contained in all applicable NOTAMS, and
- (f) The fact that the Airport may be unlighted.

Paragraph 9.3

If any flight is expected to arrive at the Airport at any time after 9:00 p.m. that pilot in command shall report that flight to the Airport Manager prior to its arrival at Telluride. The Airport Manager shall thereafter promptly report this activity to the Board of Commissioners.

Paragraph 9.4

For all arrivals required to be reported under 9.3 above, and for any departure after 9:00 p.m. the responsible pilot in command shall file a full written report (signed and certified as accurate) regarding that flight operation with the Airport Manager within 24 hours of that operation, which report shall include the following:

- (a) Certified scheduled departure time and actual departure time,
- (b) Copy of original flight plan of the non-stop to Telluride flight leg,
- (c) Stated reason for the late departure or late arrival,
- (d) Weather report at point of departure, en route and at Telluride at the time of departure,
- (e) Number of passengers on board the aircraft, and
- (f) Time of arrival at Telluride.

Paragraph 9.5

In the event of a departure or an arrival between 9:00 p.m. and 6:00 a.m., local time the Airport Authority reserves all rights to enforce against pilots, owners and operators of the aircraft, jointly and severally, all penalties prescribed in Article 17 of the Airport Regulations. The Authority may, however, itself or through its hearing officer consider mitigation factors including, without limitation, the following:

- (a) Facts indicating compliance with Section 9.2,
- (b) Facts or circumstances causing the delay beyond the control or reasonable foreseeability of the pilot, operator or owner,
- (c) The extent of the violation,
- (d) A number and/or pattern of Airport violations indicating a lack of intent to evade the curfew regulations.

Article 10
Landing Fees, Fuel Flowage Fees, Rental Car Fees
And Glycol Removal Fees

Paragraph 10.1

TRAA reserves the right to establish and collect any fees necessary for the operation of the Telluride Regional Airport.

Paragraph 10.2

There is hereby imposed a fuel flowage fee per gallon on all aviation fuel delivered to the Airport by all Tenants, Operators and/or any certificated aircraft owner on the Airport to all aircraft. On or before the 10th day of each calendar month the Tenant, Operator or any person(s), firm or legal entity dispensing any fuel, shall pay to TRAA the fuel flowage fee based upon the aviation fuel delivered to the Airport, whether for cash or for credit, during the preceding calendar month. Such payment shall be accompanied by a report, certified by an authorized representative of the Operator or Fixed Based Operator, person(s), firm or legal entity dispensing the fuel, setting forth the aviation fuel sales for such month and the computation of the fuel fee, all in such form and detail as TRAA may request. Any fuel fee not remitted to TRAA when due shall bear interest at the rate of 18% per annum from its due date until paid.

Paragraph 10.3

There is hereby imposed on, and shall be paid by all General Aviation Aircraft, Signatory and Non-Signatory Airlines a charge on all arrivals. The Airport Manager determines this charge with the approval of the Board and is reviewed annually. The charge is calculated per one thousand (1,000) pounds of Certificated Gross Allowable Takeoff Weight; and provided, further, that no charge shall be due and payable in the event an aircraft departs from the Airport to another destination and is forced to return and land at the Airport because of meteorological condition, mechanical or operating causes or for any similar emergency or precautionary reason.

Paragraph 10.4

It shall be the responsibility of TRAA to collect any landing fee herein provided for from all General Aviation aircraft.

Paragraph 10.5

It shall be the responsibility of the Airport Manager to collect any landing fee herein provided for from all air carriers. All air carriers shall submit with any fees due the information described in Article 13, Paragraph 13.5. Any landing fee not remitted to TRAA when due shall bear interest at the rate of 18% per annum from its due date until paid.

Paragraph 10.6

All Tenants, Operators, and Air Carriers shall comply with the Telluride Regional Airport's Stormwater Management Plan, and properly use the Airport's de-icing facilities when any de-icing of aircraft is required. Tenants, Operators and Air Carriers shall provide to the Airport by the tenth (10) day of each month the amount of glycol used in the preceding month, and reimburse the Airport for the disposal of any glycol, water, and/or contaminants stored in the underground storage tank. The glycol removal fee shall be based on the total gallons used by the Tenant and Operator divided by the total gallons used by all Airport Tenants, Operators, and Air Carriers times the total cost of removal.

Article 11 Use of Airport Facilities by Air Carriers (Signatory and non-Signatory)

Paragraph 11.1

Air Carriers may use the Public Airport Facilities in common with other public users, upon compliance with the terms and conditions (including the payment of rates, fees and charges) upon which they are made available for such use, and in conformity with the reasonable rules and regulations prescribed by, or which may be prescribed by TRAA with respect to the uses thereof including, but not by way of limitation, rules, regulations and directives relating to safety and security of the Public Airport Facilities.

Paragraph 11.2

Air Carriers shall have the use of only those ramp spaces designated by the Airport Manager for their use. No services will be permitted by the air carrier to aircraft occupying such loading or unloading positions other than those services (herein called "ramp services") incidental to the immediate preparation of aircraft for departure, such services to include among other, fueling, inspection, interior cleaning, a non-routine adjustment of equipment of an emergency nature or in order to insure the safe departure of the aircraft, unless otherwise authorized by the Airport Manager or by TRAA.

Paragraph 11.3

Further, the parking and storage of an air carrier or its contractor's ground vehicles on its ramp shall be designated by the Airport Manager. All such equipment so parked and/or stored shall be in a workmanlike manner and the area designated for storage shall at all times be kept in clear and orderly condition. No vehicles shall be parked as "dead storage" on the ramp area. Overnight parking of the air carrier's aircraft shall be allowed on its ramp space(s) only.

Paragraph 11.4

No air carrier shall paint or erect in any manner any sign or advertising displays without the prior written approval of the Airport Manager. All signs identifying the carriers shall

conform to reasonable standards established by the Airport Manager with respect to their type, size, design, color, condition and location.

Paragraph 11.5

Air Carriers shall, on or before the tenth (10th) day of each and every month during their occupancy, submit to TRAA by delivering to the office of the Airport Manager, the following records of the preceding month's activities:

- (a) Aircraft landing reports listing by such date the number and type of aircraft landed by the carrier at the Airport, showing the total of each such aircraft for the preceding month.
- (b) Enplaned passenger report showing the monthly total of revenue passengers boarding the carriers' aircraft at the Airport for the preceding month. All non-scheduled carriers shall report this information to the Airport, and to DOT via FAA Form 1800-31.
- (c) All necessary statistics relating to Certificated Gross Allowable Take Off Weights for the preceding month.
- (d) The total number of gallons of glycol used for the preceding month.

TRAA reserves the right to ask for such further information or clarification of any matter contained thereon and the carriers shall provide such information. Such information shall be kept confidential for a period of three (3) months from the date of receipt thereof, and after that, said information shall not be published alone by TRAA in conjunction with the carriers or reference thereto, but may be published only in gross; provided, however, that the forgoing restriction shall not be construed to prohibit the use and publication of such information combined in gross with similar statistics for all other air carriers for purposes of determining the legitimate needs of TRAA after the expiration of three (3) months from the receipt thereof by TRAA.

Paragraph 11.6

Air Carriers shall, with said reports (as described above) transmit their payment for the following:

- (a) Landing Fees for use of Public Airport Facilities for the preceding month as set out in Article 10, and
- (b) Any other charges for services as negotiated by TRAA and the Airlines for the use of space, services or for other purposes including, but not by way of limitation, all police security charges provided by the County of San Miguel, as required by the Federal Aviation Administration, or as may be specifically requested.

Paragraph 11.7

Air Carriers shall release and indemnify and save harmless TRAA, its officers, agents and employees, from and against any and all loss of or damage to property, or injuries to, or death of any person or persons, including property and officers, employees and

agents of TRAA, and from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, the negligent acts and omissions and wrongful conduct of officers, employees, agents, contractors, and subcontractors of the carriers.

Paragraph 11.8

Air Carriers shall at all times maintain bodily injury and property damage insurance covering all of the operations and activities at or upon the Airport in an amount to be established by TRAA as a condition for operating on the Airport, and shall further specifically maintain in force Workmen's Compensation Insurance for all of the employees at said Airport. All policies of insurance so maintained, except Workmen's Compensation Insurance, shall name TRAA as an additional insured thereunder.

Article 12 Damage to Airport Premises

Paragraph 12.1

Damage to and or destruction, misuse, unauthorized use, and littering of airport premises by any person, firm or entity is prohibited.

Article 13 Operation of Motor and Human Powered Vehicles

Paragraph 13.1

No person shall drive or operate any vehicle any place on the Airport in excess of the posted maximum allowable speed limits. In the absence of a posted maximum allowable speed limit in any area of the Airport, the limit shall be ten (10) miles per hour. The speed limit in the motor vehicle parking areas and lanes is 10 mph, and 5 mph on the Aircraft Operations Areas.

Paragraph 13.2

Other than responding to an Airport emergency, no person shall drive or operate any vehicle near aircraft, hangars, buildings and ramps in excess of five (5) miles per hour.

Paragraph 13.3

The driver of every vehicle shall yield the right-of-way to all authorized emergency vehicles displaying their top lights or sounding their siren. The vehicle's operator shall immediately drive to a position parallel to and as close as possible to the right-hand edge, or curb of the roadway that is clear of any intersection on roadways where traffic in two directions is permitted; and on one-way roadways, to either the right or left-hand curb or edge of the roadway, that is clear of any intersection. Drivers shall stop and

remain in such position with their vehicles until any authorized emergency vehicle has passed, except when otherwise directed by a law enforcement officer.

Paragraph 13.4

Every vehicle upon the Airport at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise, and at any other time when due to atmospheric conditions or insufficient light, persons and vehicles thereon are not clearly discernible at a distance of two hundred (200) feet ahead, shall display lighted lamps and illuminating devices as hereinafter respectively required for different classes of vehicles, subject to the exception with respect to parked vehicles.

Paragraph 13.5

The driver of any vehicle shall obey the instructions of any official traffic-control device applicable thereto placed on the Airport, unless otherwise directed by a law enforcement officer, subject to the exceptions granted to the driver of an authorized emergency vehicle.

Paragraph 13.6

No person shall drive a motor vehicle upon the Airport unless such person shall have a current valid operator's or chauffeur's license issued to him/her by the State of Colorado, if required to be so licensed by this State, or a current valid operator's or chauffeur's license issued by some other state, if not required to be so licensed by the State of Colorado.

Paragraph 13.7

Aircraft shall have the right-of-way over all other vehicles and pedestrians on the Aircraft Operations Area. However, said aircraft shall yield the right-of-way to emergency vehicles displaying a lighted red or yellow light; or when directed to yield by a law enforcement officer, fire officer, or Airport Manager. The Pilot in Command or the operator of such aircraft shall, notwithstanding the foregoing, exercise caution upon observing a vehicle or pedestrian in or approaching his line of travel.

Paragraph 13.8

Except to the extent inapplicable or inconsistent with these Rules and Regulations all traffic regulations contained in C.R.S. 1073, Parts 1,2,3,4,5,6,7,8,9,10,11,12,13 and 14 of Article 4 of Title 41 as now exists or may hereafter be amended shall be fully applicable and all operators of vehicles on the Airport shall comply therewith.

Paragraph 13.9

No person shall operate a vehicle upon the Aircraft Operations Area unless specifically authorized as defined in this Article, and in the Airport's Part 139 Certification Manual.

Paragraph 13.10

Operators of vehicles used by any government agency while in the discharge of its governmental proprietary duties in management, operation or control of the Airport may operate their vehicle on the Aircraft Operations Area provided such operators have in their possession a valid Ramp Pass issued by the Airport Manager and have completed the on-line drivers training course.

Paragraph 13.11

No person shall drive on the Aircraft Operations Area unless they have completed the on-line drivers training course and have received a Ramp Pass from the Airport Manager. Tenant/Operators and based pilots must also have in their possession proof of insurance in the amount of \$300,000 combined single limit for bodily injury and property damage, and shall name the TRAA, its officers, agents and employees as the additional named insured. A copy of this policy must be on file with TRAA.

Paragraph 13.12

Operators of emergency vehicles who are operated by or accompanied by or directed by a fireman, or law enforcement officer, or the Airport Manager may operate their vehicle(s) on the Aircraft Operations Area.

Paragraph 13.13

No person shall drive any vehicle on or across a runway unless authorized to do so by the Airport Manager.

Paragraph 13.14

All vehicles operating on the taxiways, runways and safety areas will be equipped with two-way radio communication with Unicom, and have either a rotating beacon (red or amber) or an orange/white flag for visibility, or be escorted by a vehicle so equipped.

Article 14 Taxi and Limousine Operators

Paragraph 14.1

All person(s), firm or legal entity shall enter into a written lease/license agreement with TRAA before operating any taxi or limousine service on the Telluride Regional Airport. Once approved by the TRAA, an annual fee to be determined by TRAA will be charged for each vehicle used on the Airport. (See Appendix 1)

Paragraph 14.2

Solicitation of the general public is prohibited, and no direct oral communications offering specific services can be made. Only persons seeking service or assistance may be

engaged orally, and all conversation regarding service or assistance must be made in a moderate and conversational tone.

Paragraph 14.3

No person shall park or stop a taxicab or limousine while awaiting ingress to the area designed for the loading of passengers therein except in the storage area lane or lanes designated for such purposes.

Paragraph 14.4

No person shall park or stop a taxicab or limousine for the purpose of discharging a passenger or passengers desiring access to the terminal building except in the lane or lanes designated for such purpose.

Paragraph 14.5

No person shall park or stop a taxicab or limousine for the purpose of loading or discharging a passenger or passengers except in the lane or lanes designated for such purposes.

Paragraph 14.6

No person shall park or stop a privately owned vehicle for the purpose of loading, or picking up a passenger or passengers except in the lane or lanes designated for such purpose or except in a public parking lot.

Paragraph 14.7

No person shall drive or operate a taxicab or limousine on the Aircraft Operations Area.

Article 15 Rental Car Operators

Paragraph 15.1

At the present time, the Telluride Regional Airport has two car rental agencies doing business on the airport premises. In the event that either of the following conditions occurs, the Board may consider allowing an additional car rental agency to operate at the airport:

- either; a.
1. Commercial and general aviation enplanements during any calendar year equal or exceed 60,000, and
 2. There is sufficient space in both the parking lot and the terminal to accommodate an additional car rental agency.

- or; b. 1. In each of any three consecutive months, demand for rental cars at the airport exceeds the number of rental cars made available by the car rental agencies then operating at the airport, and
2. There is sufficient space in both the parking lot and the terminal to accommodate an additional car rental agency.

Advertisement for Bids for the right to operate a car rental agency on the airport premises shall be made public when a vacancy or lease expires. Each legal entity operating, or requesting the right to operate a car rental agency on the airport premises shall be required to bid for each space available at the airport. No such legal entity shall be awarded more than one space. Once a bid is accepted by the Board, the successful bidder must execute a lease with TRAA within thirty days and prior to commencement of operation of a car rental agency on the airport premises. Failure to execute a lease within thirty days shall forfeit that car rental operator's bid, and the next highest bidder, if any, shall have the right to lease the available space. Terms of the lease will be made public at time of advertisement.

Paragraph 15.2

Solicitation of the general public is prohibited, and no direct oral communications offering specific services can be made. Only persons seeking service or assistance may be engaged orally, and any conversation regarding requested service or assistance must be made in a moderate and conversational tone.

Paragraph 15.3

All rental vehicles shall be parked in the designated storage area outlined in the rental car operator's lease with TRAA. No person shall park or stop a rental vehicle for the purpose of discharging a passenger or passengers desiring access to the terminal building except in the lane or lanes designated for such purpose. Once passengers have been dropped-off the rental customer must immediately return the rental vehicle to the designated storage rental parking area. Vehicles left unattended in the pick-up or drop-off area will be towed or booted at the owner's expense.

Paragraph 15.4

Rental vehicle washing is currently prohibited on the Airport due to lack of facilities. Vacuuming of vehicles and inside cleaning is allowed in designated areas approved by the Airport Manager.

Paragraph 15.5

Rental vehicles driving on the Aircraft Operations Area must abide by all rules and regulations set forth in Article 13. Failure to abide by the Rules and Regulations while driving on the aircraft parking apron will result in the revocation of driving privileges on the Aircraft Operations Area. Rental car operators are responsible for informing their employees and customers as to the Airport's Rules and Regulations as amended and complete the on-line drivers training course.

Paragraph 15.6

Car rental agencies doing business off of the airport premises (“Off-Premise Rental Car Operators”) shall not be permitted to do or solicit business of any kind or in any way within the Telluride Regional Airport terminal building(s). Provided however that, in consideration of an annual fee of \$2,845.00 per calendar year, an Off-Premise Rental Car Operator’s clearly-marked pickup vehicle shall be permitted to stand and wait for its rental car customers holding current rental car reservations in the designated Taxi Pickup Area of the airport parking lot during that time immediately preceding the arrival of its rental car customer on a commercial or private flight. In addition, agents of said Off-Premise Rental Operator may stand on the airport premises exterior to the designated exit doors of the airport terminal with signs indicating the name of the Off-Premise Rental Car Operator and the name of the current rental car reservation holder. Notwithstanding the above, said Off-Premise Rental Car Operators, their agents and employees, shall not be permitted to transact any business on the Airport Premises, nor shall said operators, their agents or employees, be permitted to drive, deliver, accept the return, or turn over possession of a rental vehicle on the airport premises at any time. Said agents may not block, solicit, or otherwise interfere with the passage of passengers and others entering or exiting the airport terminal. The annual fee provided for herein shall be payable in full for the entire calendar year on or before the first business day of each calendar year. The annual fee shall be prorated in the event that an Off-Premise Rental Car Operator begins to pick up its rental car customers after the first day of January of any given year.

Any rental vehicles belonging to an Off-Premise Rental Car Operator which is left in the short or long term airport paid parking lot(s) shall pay the required parking fee or be towed and the owner shall be charged for the release of such vehicle.

Article 16 Parking

Paragraph 16.1

All places upon the Airport, unless specifically established or designated for vehicular parking, shall be “No Parking” areas, and no person shall stop, stand, or park a vehicle any place upon the Airport other than places specifically established or designated for vehicular parking.

Paragraph 16.2

The parking area in front of the terminal building is reserved for short term paid parking for seven days or less. The lot adjacent to it is reserved for long term paid parking for eight days or more. Any vehicle not displaying a parking meter receipt on its dash will be booted at the owner’s expense. A parking meter is located inside the entrance tunnel along with a change machine. A mobile parking app is also available.

Paragraph 16.3

Airport employees, Airport tenants and their employees, based pilots and TRAA Board members will not be charged for parking and shall park in the employee/long term parking lot north of the security gate. A parking tag must be requested and will be provided to hang from the vehicles mirror, or vehicle will be towed at the owner's expense.

Paragraph 16.4

The parking layout in front of the terminal building allows for one-way traffic for pick-up and drop-off of passengers. The lane of the north side of the concrete barriers is the entrance lane, and the lane of the south side of the concrete barriers is the exit lane. There are three lanes in front of the terminal building. The first lane closest to the terminal is for taxi, limo and hotel vehicles only. The second lane is for private vehicles, and taxi overflow (first lane must be full), and the third lane is a through lane, which shall not be blocked. No private motor vehicle shall be parked five minutes prior to picking-up passengers, or five minutes after dropping-off passengers. These lanes are for pick-up/drop-off only. For taxi, limo, and hotel vehicles parking in the pick-up/drop-off lane is then minutes prior to a scheduled arrival. No taxi, limo or hotel vehicle shall be parked in the taxi lane ten minutes prior to picking up passengers, or ten minutes after dropping off passengers. Taxis, limos and hotel vehicles must stay in their lane. When not picking up and/or dropping off passengers, all taxi, limo, and hotel vehicles must park in the employee/long-term parking lot. Failure to comply with these rules will result in the vehicle being towed at the owner's expense, fines and/or suspension of operating privileges on the Airport.

Paragraph 16.5

Based pilots may enter the Aircraft Operations Area to load/unload, and/or perform maintenance on their aircraft by way of Gate #2. However, no motor vehicle shall be parked unattended anywhere inside the security fence unless it is parked inside a private hangar. Vehicles left inside the security area unattended will be towed at the owner's expense.

**Article 17
Penalties**

Paragraph 17.1

Whenever in any section of these regulations the doing of any act is required, prohibited or declared to be unlawful, any person(s), firm or legal entity, or corporation who shall, after notice and hearing, be found guilty of a violation of any such section shall, for each offense be fined per the graduated basis as delineated in Paragraph 17.5.

Paragraph 17.2

In addition to (or in lieu of) the penalty provided for in Section 17.1, TRAA may, after notice and hearing, revoke any Ramp Pass, Ramp Access Key or use and/or occupancy of the Airport by any person(s), firm or legal entity, either permanently, for a stated period of time, and/or under such terms and/or conditions as are reasonable under the circumstances.

Paragraph 17.3

Any person who aids assists or abets any person(s), firm or legal entity in the operation of any aircraft or vehicle in violation of these regulations shall be subject to the same penalties specified in Section 17.1 and 17.2.

Paragraph 17.4

During such hearing, anyone charged with violating any Airport regulations shall be afforded the right to be represented by counsel; to present and submit testimony and evidence; to cross-examine other person(s), firm or legal entities giving testimony; to require that all witnesses be placed under oath; to a record of proceedings; and (on request) a written decision setting forth the findings of fact and conclusions, with reasons or basis for said decision, on the material and relevant issues presented in the record. The Board or hearing officer (or officers) shall not be bound by formal rules of evidence, but may consider any matters which they, he or she conclude are reasonably reliable and calculated to aid in reaching a correct determination of the issues involved.

Paragraph 17.5

A person(s), firm or legal entity charged with a violation of any regulation contained in Articles 2, 3, 4, 5, 6, 7, 13, and 14 of these Airport regulations shall have the option of paying to the Airport Manager (or his designated agent) a penalty assessment in lieu of other penalties or proceedings provided for in this Article 17. In the event such person(s), firm or legal entity elects to pay such penalty assessment, it shall constitute an acknowledgment of guilty of the offense charged and shall be deemed a complete adjudication of the charges and satisfaction of provisions of this Article 17. The following assessments are hereby established for violations of the Articles above noted:

First Offense	\$ 500.00
Second offense.....	\$1,000.00
Third offense.....	30-Day Suspension

No penalty assessment shall be established for additional offenses but they shall require proceedings pursuant to Sections 17.1, 17.2 or 17.4, or as otherwise provided by law.

Paragraph 17.6

In addition to the penalties hereinabove provided for, TRAA shall recover against any person(s), firm or legal entity, any and all fines or assessments imposed upon TRAA by any state, local or federal government for violations of state, local or federal regulations on the Airport by said person(s), firm or legal entity.

**Article 18
Authority**

Paragraph 18.1

These Rules and Regulations shall supersede all previously existing Rules and Regulations for the Airport.

Paragraph 18.2

The Airport Authority Board of Commissioners reserves the right to make any additions, deletions or corrections to these Rules and Regulations which may be necessary for the safety of aircraft operation on or of personnel using the Airport.

Paragraph 18.3

In any instance where these rules may be or become inconsistent with Federal Aviation Regulations then these rules shall be void as to such conflict. No part of these Rules and Regulations shall be construed as license or authorization to deviate from Federal Air Regulation.

Paragraph 18.4

These Rules and Regulations are promulgated under the power granted by C.R.S. 1973, Article 3, Title 41, which specifically grants to the Board of Commissioners the authority to provide Rules and Regulations governing the use of the Telluride Regional Airport.

Paragraph 18.5

There is hereby reserved to TRAA, pursuant to C.R.S. 1973 ss41-3-106, a lien against any aircraft or other property owned by any person(s), firm or legal entity from whom is due and payable any fee for the purpose of enforcing payment of the same.

Paragraph 18.6

Any provisions of this Article 18 to the contrary notwithstanding, there is hereby reserved to the Airport Manager, or his authorized representative, the authority to terminate any Airport operation or activity which constitutes a violation of any Airport, local, state or federal rule or regulation if the same constitutes an immediate threat to person or property.

APPENDIX 1

Taxicab and Limousine Fees:

- 1. Annual Fee Per Company..... \$2,845.00
- 2. Per Vehicle Fee (Registered with the PUC): \$ 15.00

Lodging Accommodation Vehicles:

1. Annual Fee: \$ 800.00

All fees are due by January 31st of each year.

Certificate

The foregoing is a true and correct copy of the Telluride Regional Airport Rules and Regulations finally adopted by the Telluride Regional Airport Authority on January 19, 2023.

ATTEST:

**TELLURIDE REGIONAL
AIRPORT AUTHORITY**

Witness

Chairman