

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. _____

3 SERIES OF 2011

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed First Amendment to Airline Support Facilities
7 Lease Agreement between the City and County of Denver and Frontier Airlines, Inc.,
8 related to leased space at Denver International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed First Amendment to Airline Support Facilities Lease Agreement
12 between the City and County of Denver and Frontier Airlines, Inc., in the words and figures contained
13 and set forth in that form of First Amendment to Airline Support Facilities Lease Agreement filed in the
14 office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver on the 14th day of
15 April, 2011, City Clerk's Filing No. 07-613-A is hereby approved.

16
17 COMMITTEE APPROVAL DATE: April 8, 2011

18 MAYOR-COUNCIL DATE: April 12, 2011

19 PASSED BY THE COUNCIL _____ 2011

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____ 2011

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER
25

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2011 _____ 2011

27
28 PREPARED BY: Helen Eckardt Raabe, CER DATE: April 14, 2011

29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
32 of the Charter.
33

34 David R. Fine, City Attorney

35 BY: _____, _____ City Attorney

36 DATE: April 14, 2011

FIRST AMENDMENT TO
AIRLINE SUPPORT FACILITIES LEASE AGREEMENT

This First Amendment to Airline Support Facilities Lease Agreement is made and entered into as of this ____ day of _____, 2011, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("the City"), and FRONTIER AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Colorado, and authorized to do business in the State of Colorado ("Airline").

WHEREAS, the City and Airline have previously entered into an Airline Support Facilities Lease Agreement at Denver International Airport ("DIA"), dated August 14, 2007 ("Existing Agreement");

WHEREAS, City and Airline desire to modify the Existing Agreement to create an amended agreement ("Amended Agreement");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements, herein contained, City and Airline do hereby mutually undertake, promise and agree, each for itself and its successors, as follows:

1. Exhibit A-1, attached hereto, replaces Exhibit A of the Existing Agreement, effective on the dates specified in the attached revised Exhibit A-1.
2. Subsection (a) of Section 4.01, "TERM OF LEASE," of the Existing Agreement is deleted in its entirety and replaced with the following:

“(a) 12:00 noon M.S.T. on December 31, 2011; or”

3. Section 1.01 (C) of the Existing Lease is replaced as follows:

(C) Demised Premises

The Demised Premises shall consist of the following for the period November 1, 2010 through December 31, 2011:

Ramp Lease Area: (Parcel No.1)	13,125.0 square feet, more or less
Air Cargo Building Space: (Parcel No.2)	10,094.6 square feet, more or less
Landside Lease area: (Parcel No.3)	9362.5 square feet, more or less
Total Ground Lease Area:	32,582.1 square feet, more or less

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The Demised Premises shall consist of the following for the period June 1, 2007 through December 31, 2010:

Ramp Lease Area: (Parcel No.1)	5787.0 square feet, more or less
Air Cargo Building Space: (Parcel No.2)	5119.0 square feet, more or less
Landside Lease area: (Parcel No.3)	4128.0 square feet, more or less
Total Ground Lease Area:	15,034.0 square feet, more or less

4. Except as otherwise modified or amended herein, all terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

5. This First Amendment to Airline Support Facilities Lease Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By _____
STEPHANIE Y. O'MALLEY
Clerk and Recorder, Ex-Officio Clerk of
the City and County of Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

By _____
Manager of Aviation

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for
the City and County of Denver

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. AR 56031 (1)

By _____
Auditor

PARTY OF THE FIRST PART

FRONTIER AIRLINES, INC.

By _____
SCOTT DURGIN
Title V.P. Admin

ATTEST:

By _____
Title Manager CONTRACT Admin.

PARTY OF THE SECOND PART

