



ROCKY MOUNTAIN
METROPOLITAN AIRPORT

Minimum Standards

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1. INTRODUCTION

The Rocky Mountain Metropolitan Airport (the "Airport") is owned and operated by Jefferson County, located in the State of Colorado. As used herein, the Airport and the County can be used interchangeably to refer to the same entity.

1.1 Purpose and Scope

- 1.1.1 The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Rocky Mountain Metropolitan Airport (the "Airport") users, (2) encourage the development of quality improvements at the Airport, (3) promote and ensure safety, (4) promote the economic health of Airport businesses, and (5) promote the orderly development of Airport property.
- 1.1.2 These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more Aeronautical Activities at the Airport.
 - 1.1.2.1 *The Airport, with proper notification, shall have the right to make appropriate inspections to determine compliance with these Minimum Standards.*
- 1.1.3 Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Airport Director in their sole discretion. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to occupy or use land or Improvements at the Airport or engage in Aeronautical Activities at the Airport under conditions that do not, in the Airport Director's sole discretion, meet these Minimum Standards.
- 1.1.4 Aeronautical Activities may be proposed that do not fall within the categories designated in these Minimum Standards. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and incorporated into the Minimum Standards.
- 1.1.5 Specialized Aviation Service Operator (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or Improvements are not available or cannot be secured from a FBO, SASOs may sublease Improvements from another SASO, lease land or facilities from the Airport and may request in writing to the Airport to construct Improvements on such land in the areas designated by the Airport, or lease Improvements from the Airport.
- 1.1.6 The original Adoption Date of these Minimum Standards was March 19, 2002, the first revision of the Minimum Standards was September 20, 2011, the second revision of these Minimum Standards was January 2018.

1.2 Applicability

- 1.2.1 These Minimum Standards shall apply to any new agreement or any extension of the term of an existing agreement relating to the occupancy or use of Airport land or improvements for Aeronautical Activities. If an entity desires, under the terms of an existing agreement, to materially change its Aeronautical Activities, the Airport shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards unless an exemption has been approved by the Airport.

- 1.2.2 These Minimum Standards do not affect any agreement or amendment to such agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such agreement, in which case these Minimum Standards shall apply to the extent permitted by such agreement.
 - 1.2.2.1 *Operators with an agreement with the County executed before the Adoption Date of these Minimum Standards shall not be deemed out of compliance with these Minimum Standards as they apply to the Operator's current activity for failure to meet Leased Premises requirements with respect to such activity until such time as operator's existing agreement or permit is amended or an assignment is made to another person acceptable to the Airport or the operator enters into a new agreement or permit with the Airport.*
- 1.2.3 These Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Airport from entering into or enforcing an agreement that requires an entity to exceed the Minimum Standards.
- 1.2.4 Operator currently providing activities without an agreement or permit with the Airport will have 12 months to become compliant with these Minimum Standards.

2. GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall comply with the requirements of this section as well as the Minimum Standards applicable to the specific activities set forth in subsequent sections.

2.1 Experience/Capability

- 2.1.1 Operator shall, in the sole judgment of the Airport, demonstrate the capability of providing high quality products, services, and facilities and engaging in permitted activities in a good and workmanlike manner.
- 2.1.2 Operator shall, in the sole judgment of the Airport, demonstrate the financial responsibility and capability to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ required personnel and to engage in the permitted activity.

2.2 Agreement/Approval

- 2.2.1 No entity shall engage in an activity unless the entity has an agreement with the Airport authorizing such activity or the entity has received approval from the Airport to sublease land or improvements from an authorized Operator to conduct the activity at the Airport.
- 2.2.2 An agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3 Operator shall comply with all the provisions of the agreement between Operator and the Airport.

2.3 Payment of Rents, Fees, and Charges

- 2.3.1 Operator shall pay the rents, fees, or other charges specified by the Airport for leasing or using land or improvements or engaging in permitted activities.
 - 2.3.1.1 *Fee schedule is available at Airport Director's office.*
- 2.3.2 No Operator shall be permitted to engage in activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the Airport under any and all agreements Operator has with the Airport.
- 2.3.3 Operators' failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the Airport shall be grounds for revocation of the agreement or approval authorizing the occupancy or use of land or improvements or the conduct of activities at the Airport.

2.4 Leased Premises

- 2.4.1 Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient improvements for the activity as stated in these Minimum Standards.
 - 2.4.1.1 *Leased Premises that are used for commercial purposes and require public access shall have direct public access via street or walkway.*
- 2.4.2 Operators providing aircraft parking must follow all current FAA Advisories and Regulations in the design of the apron to be utilized for aircraft parking. It is the Operators responsibility to ensure any and all FAA updates are maintained and followed.

2.5 Facility Maintenance

- 2.5.1 Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition.

- 2.5.2 Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted.
- 2.5.3 Operator shall replace in like kind any property damaged by its employees, patrons, subtenants, contractors, et.al., or Operators' activities.

2.6 Products, Services, and Facilities

- 2.6.1 Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 2.6.2 Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.6.3 Operator shall conduct its permitted activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced Operator providing comparable products, services, and facilities and engaging in similar activities from similar leaseholds in like markets.

2.7 Non-Discrimination

- 2.7.1 Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable law including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

2.8 Licenses, Permits, Certifications, and Ratings

- 2.8.1 Operator and Operators' personnel shall obtain and comply with, at Operators' sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operators' activities at the Airport as required by the Airport or any other duly authorized agency prior to engaging in any activity at the Airport. Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport upon request.

2.9 Personnel

- 2.9.1 Operator shall have in its employ, on duty, and on premises during operating hours, trained and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe and efficient manner.
- 2.9.2 Operator shall provide a responsible person to supervise activities and such person shall be authorized to represent and act for and on behalf of Operator during all hours of activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.

2.10 Security

- 2.10.1 Operator shall designate a responsible person for the coordination of all security communications and procedures.
- 2.10.2 Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airport no later than 30 days before Operator

commences activities at the Airport. Operator is solely responsible for implementation of and compliance with Operator's Security Plan.

2.11 Insurance

- 2.11.1 Operator shall procure and maintain insurance policies required by law and the types and minimum limits set forth in Attachment A of these Minimum Standards for each permitted activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the state of Colorado.
 - 2.11.1.1 *When coverage's or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverage's or limits must be approved by the Airport Director/the Jefferson County Risk Management Division and all parties must agree to the proposed coverages and limits prior to the signing of an agreement.*
- 2.11.2 When Operator engage in more than one (1) activity, the minimum limits shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.11.3 All insurance, which is required by the Airport to carry and keep in force, shall name Jefferson County, Colorado, on behalf of the Rocky Mountain Metropolitan Airport, as additional insured.
- 2.11.4 Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each activity shall be delivered to the Airport upon execution of any agreement, permit or other approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the Airport throughout the term of the Agreement or shall be made available at Airport's request.
- 2.11.5 The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport. Operator are encouraged to secure higher policy limits.
- 2.11.6 Any self-insured Operator shall furnish evidence of such self-insurance and shall hold Jefferson County, Colorado, on behalf of the Rocky Mountain Metropolitan Airport and the Jefferson County Board of County Commissioners harmless in the event of any claims or litigation arising out of its activities at the Airport. Such evidence shall be reviewed and approved in writing by the Airport.
- 2.11.7 Operator shall, at its sole expense, cause all facilities and improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport.

2.12 Indemnification and Hold Harmless

- 2.12.1 Operator shall defend, indemnify, save, protect, and hold harmless Jefferson County, Colorado, on behalf of the Rocky Mountain Metropolitan Airport and the Jefferson County Board of County Commissioners, from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by Jefferson County, Colorado, on behalf of the Rocky Mountain Metropolitan Airport and the Jefferson County Board of County Commissioners, as a result of, or arising out of Operators' actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Colorado principles of comparative fault.
- 2.12.2 Operator shall indemnify and hold harmless the Jefferson County, Jefferson County Airport, and the Jefferson County Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, vehicles, equipment, or aircraft.
- 2.12.3 Nothing herein shall constitute a waiver of any protection available to the Airport, Jefferson County, Colorado, its representatives, officers, officials, employees, agents, and volunteers under the Colorado Governmental Immunity Act or similar statutory provision.

2.13 Taxes

- 2.13.1 Operator shall, at their sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized agency.

2.14 Multiple Activities

- 2.14.1 When more than one (1) activity is conducted, the minimum requirements shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative.

3. FIXED BASE OPERATOR

3.1 Definition

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to aircraft operators including aviation fuels and lubricants; ground services and support; tiedown, hangar, and parking; aircraft maintenance, and aircraft rental/flight training.

In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2 Scope of Activity

- 3.2.1 Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.
- 3.2.2 FBO's products and services shall include the following:
 - 3.2.2.1 *Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):*
 - 3.2.2.1.1 FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - 3.2.2.1.2 FBO shall normally be capable of providing a response time not to exceed 15 minutes during required hours of activity (excepting situations beyond the control of the FBO).
 - 3.2.2.2 *Ground Services and Support*
 - 3.2.2.2.1 Aircraft marshalling and towing
 - 3.2.2.2.2 Deicing Services
 - 3.2.2.2.3 Crew services and lounge area
 - 3.2.2.2.4 Oxygen, nitrogen, and compressed air services
 - 3.2.2.2.5 Baggage handling
 - 3.2.2.2.6 Lavatory services
 - 3.2.2.2.7 Ground power
 - 3.2.2.2.8 Aircraft cleaning services
 - 3.2.2.2.9 Courtesy transportation (Operator's Vehicles)
 - 3.2.2.2.10 Ground transportation arrangements (limousine, shuttle, and rental car)
 - 3.2.2.2.11 Hotel arrangements
 - 3.2.2.2.12 Aircraft catering
 - 3.2.2.3 *Aircraft Maintenance*
 - 3.2.2.3.1 FBO shall be able to provide and assist with routine (minor) aircraft line maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft up to 25,000 pounds Maximum Takeoff Weight (MTOW).
 - 3.2.2.3.2 FBO can meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.
 - 3.2.2.3.3 FBO may also meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates on the airport but outside of the FBO Leased Premises for a period of 36 months during FBO construction, renovation, remodeling, or contract negotiations with prior Airport approval.

3.3 Leased Premises

- 3.3.1 FBO shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of FBO and all approved sublessees, but not less than the following:
- 3.3.1.1 *Contiguous Land - ten (10) acres (435, 600 square feet), upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities may be located.*
- 3.3.1.2 *Apron - five (5) acres (217,800 square feet), with sufficient weight bearing capacity.*
- 3.3.1.3 *Paved Tiedown - adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the Operator's Leased Premises, but not less than 40 paved tiedown spaces.*
- 3.3.1.4 Facilities - 43,000 square feet (total) consisting of the following:
- 3.3.1.4.1 Terminal space - 6,000 square feet
- Customer area shall be at least 3,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public telephones, and restrooms.
- Administrative area shall be at least 1,500 dedicated square feet to include adequate space for employee offices, work areas, and storage.
- 3.3.1.4.2 Maintenance area - 2,000 square feet
- Maintenance area shall include adequate space for employee offices, work areas, and storage.
- 3.3.1.4.3 Hangar space - 35,000 square feet
- At least one (1) hangar shall be capable of accommodating an aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. At least 10,000 square feet shall be dedicated to the provision of aircraft maintenance and 10,000 square feet shall be dedicated to aircraft storage. No single hangar shall be less than 10,000 square feet.
- 3.3.1.4.4 Non-contiguous Facilities
- So long as the FBO has ten contiguous acres of land for its operations under an agreement with the Airport, if the FBO desires additional space for operations in excess of these Minimum Standards then hangar space, maintenance area facilities, and paved tiedowns may be added which are not contiguous to the remainder of the FBOs operations primary operations.
- 3.3.1.5 *Vehicle Parking - 21,780 square feet*
- 3.3.1.5.1 Vehicle parking shall be in close proximity to FBO's main facility and sufficient to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

3.4 Fuel Storage

- 3.4.1 FBO shall construct or install and maintain an aboveground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the Airport. All fuel storage facilities shall be located in one or more designated central fuel storage facilities identified by the Airport.
- 3.4.1.1 *FBOs may construct or install and maintain a public commercial Avgas self-fueling storage facility with a maximum capacity of 2,000 gallons in a location specified by the Airport.*
- 3.4.2 Fuel storage facility must have adequate capacity of Avgas and Jet Fuel at all times to service FBO customers. In no event shall the total storage capacity be less than:

- 3.4.2.1 *20,000 gallons for Jet Fuel storage*
- 3.4.2.2 *10,000 gallons for Avgas storage*
- 3.4.3 FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better in appearance and character to other similar improvements on the Airport.
- 3.4.4 FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 3.4.5 FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets Regulatory Measures and applicable law for aboveground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Director at least 30 days prior to commencing operations.
- 3.4.6 FBO shall be liable and indemnify the Airport for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 3.4.7 Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.
- 3.4.8 FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at anytime by the Airport Director.

3.5 Fueling Equipment

- 3.5.1 FBO shall have one (1) operating and fully functional Jet Fuel refueling vehicle with a capacity of at least 5,000 gallons.
- 3.5.2 FBO shall have one (1) operating and fully functional Avgas refueling vehicle having a capacity of at least 750 gallons.
- 3.5.3 Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One (1) refueling vehicle dispensing Jet Fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.
- 3.5.4 Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 3.5.4.1 *State of Colorado Fire Code and local Fire District;*
 - 3.5.4.2 *National Fire Protection Association (NFPA) Codes;;*
 - 3.5.4.3 *Colorado Department of Health and Environment Oil Inspection Regulatory Section;*
 - 3.5.4.4 *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials", as amended;*
 - 3.5.4.5 *Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport" as amended.*

3.6 Equipment

- 3.6.1 FBO shall have the following equipment:
 - 3.6.1.1 *Adequate equipment for recharging or energizing discharged aircraft batteries*
 - 3.6.1.2 *One (1) courtesy vehicle (capable of accommodating seven (7) passengers) to*

provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants

- 3.6.1.3 *One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the General Aviation Aircraft normally frequenting the Airport*
- 3.6.1.4 *Spill kits as outlined in Rules and Regulations*
- 3.6.1.5 *Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles*
- 3.6.1.6 *All equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications*

3.7 Personnel

- 3.7.1 Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative personnel. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times.
- 3.7.2 FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing" as amended. FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP shall be submitted to the Airport no later than 30 days before the FBO commences activities at the Airport for review for compliance with the Minimum Standards . The Airport shall conduct periodic inspections to ensure compliance with the established and approved SOPs.
- 3.7.3 FBO shall have two (2) properly trained and qualified employees, on each shift, (from 6:00 AM to 10:00 PM) to provide aircraft fueling, parking, and ground services support.
- 3.7.4 FBO shall have one (1) properly trained and qualified employee, on each shift (from 6:00 AM to 10:00 PM), to provide customer service and support.
- 3.7.5 If aircraft maintenance is provided by the FBO instead of a subtenant:
 - 3.7.5.1 *One (1) FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform aircraft maintenance on aircraft frequenting the Airport for at least eight (8) hours during FBO's hours of activity, five (5) days a week.*

3.8 Hours of Activity

- 3.8.1 Aircraft fueling, ground handling, and customer service shall be offered continuously and available to meet reasonable demands of the public for this Activity seven (7) days a week (including holidays) 24 hours a day (utilizing on-call personnel if outside the hours of 6:00 AM to 10:00 PM).
- 3.8.2 Aircraft maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five (5) days a week, eight (8) hours a day. Aircraft maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9 Aircraft Removal

- 3.9.1 Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and have the equipment readily available that is necessary to remove the General Aviation Aircraft normally frequenting the Airport.

3.10 Insurance

- 3.10.1 FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

3.11 Temporary Facilities

- 3.11.1 FBOs that have, or have entered into, an agreement with the Airport for ten contiguous acres of land with the intent and obligation to operate a FBO thereon, may begin FBO operations prior to completion of construction or renovation of all the required improvements set forth in these Minimum Standards provided that such temporary operations shall only be permitted during the first thirty six months after rent payments have commenced under a lease or other agreement with the Airport and while construction of the permanent improvements is completed. During temporary operations the FBO must still comply with the minimum requirements for equipment, personnel, hours of operation, fueling storage and fueling equipment of this section to the extent the FBO is providing those services.

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1 Definition

- 4.1.1 An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned or operated by the Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2 In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 4.

4.2 Leased Premises

- 4.2.1 An Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	3,300 SF	7,550 SF	8,800 SF	11,550 SF	16,800 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative	300 SF	300 SF	300 SF	300 SF	300 SF
Maintenance Area	500 SF	750 SF	1,000 SF	1,250 SF	1,500 SF
Hangar	2,500 SF	6,500 SF	7,500 SF	10,000 SF	15,000 SF

- 4.2.1.1 *All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
- 4.2.1.2 *Apron area shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft, whichever is greater.*
- 4.2.1.3 *Facilities shall include customer, administrative, maintenance, and hangar areas.*
- 4.2.1.3.1 *Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.*
- 4.2.1.3.2 *Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.*
- 4.2.1.3.3 *Maintenance area shall include adequate space for employee work areas, shop areas, and storage.*
- 4.2.1.4 *Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.*

4.3 Licenses and Certification

- 4.3.1 An Operator conducting turboprop or turbojet Aircraft Maintenance shall be properly certificated as an FAA Repair Station.
- 4.3.2 All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

4.4 Personnel

- 4.4.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a prompt and efficient manner and meet the reasonable demands of the public for this Activity.
- 4.4.1.1 *Operator shall employ one (1) FAA licensed Airframe and Powerplant mechanic and one (1) customer service representative.*

4.5 Equipment

- 4.5.1 Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Facility.

4.6 Hours of Activity

- 4.6.1 Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with response time not to exceed 60 minutes.

4.7 Insurance

- 4.7.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1 Definition

- 5.1.1 An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one (1) or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- 5.1.2 In addition to the General Requirements set forth in Section 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.

5.2 Leased Premises

- 5.2.1 An Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

5.2.1.1 *For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:*

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	600 SF	800 SF	1,000 SF	1,200 SF	1,400 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative	300 SF	300 SF	300 SF	300 SF	300 SF
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF

5.2.1.2 *For Operators performing services beyond benchwork (i.e., removal and replacement services are being provided), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:*

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land	N/A	N/A	N/A	N/A	N/A
Total Facilities	3,100 SF	7,300 SF	8,500 SF	11,200 SF	16,400 SF
Customer Area	Accessible	Accessible	Accessible	Accessible	Accessible
Administrative	300 SF	300 SF	300 SF	300 SF	300 SF
Maintenance Area	300 SF	500 SF	700 SF	900 SF	1,100 SF
Hangar	2,500 SF	6,500 SF	7,500 SF	10,000 SF	15,000 SF

- 5.2.2 All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 5.2.3 If a hangar is required or if an Operator has constructed a hangar, Apron shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft, whichever is greater. If a hangar is not required, Apron shall be adequate to accommodate the movement and parking of customer Aircraft.
- 5.2.4 Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 5.2.4.1 *Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.*
 - 5.2.4.2 *Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.*

5.2.4.3 *Maintenance area shall include adequate space for employee work areas, shop areas, and storage.*

5.2.5 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

5.3 Licenses and Certifications

5.3.1 Operator shall be properly certificated by the FAA and FCC as a FAA Repair Station

5.3.2 Operator shall be properly certificated by the FCC.

5.3.3 Personnel shall be properly certificated by the FAA and FCC, current, and hold the appropriate ratings for the work being performed.

5.4 Personnel

5.4.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

5.4.1.1 *Operator shall employ one (1) technician and one (1) customer service representative, per shift, as Employees. Technician may fulfill the responsibilities of the customer service representative.*

5.5 Equipment

5.5.1 Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

5.6 Hours of Activity

5.6.1 Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day.

5.7 Insurance

5.7.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

**6. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR
(SASO)**

6.1 Definitions

- 6.1.1 An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2 A Flying Club Operator is Commercial Operator engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.
- 6.1.3 A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 6.1.4 A Private Flying Club is an entity that is legally formed as a non-profit entity with the state of Colorado, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- 6.1.5 In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2 Leased Premises

- 6.2.1 An Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator, but not less than the following:
 - 6.2.1.1 *All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 6.2.1.2 *Apron/paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.*
 - 6.2.1.2.1 If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved Tiedowns are not required, however, Apron shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft whichever is greater.
 - 6.2.1.3 *Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.*
 - 6.2.1.3.1 Customer area shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 6.2.1.3.2 Administrative area shall be at least 500 square feet to include adequate space for employee offices, work areas, and storage.
 - 6.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
 - 6.2.1.3.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 6.2.1.4 *Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.*

6.3 Licenses and Certifications

- 6.3.1 Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the Aircraft being utilized and/or flight training being provided.

6.4 Personnel

- 6.4.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
- 6.4.1.1 *Aircraft Rental Operators and Flying Club Operators shall employ one(1)flight instructor and one (1) customer service representative on each shift.*
- 6.4.1.2 *Flight Training Operators shall employ one (1) flight instructor (total) and one (1) customer service representative (on each shift). In addition, Flight Training Operators shall have available a properly certificated ground school instructor capable of providing regularly scheduled ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot and commercial ratings.*

6.5 Equipment

- 6.5.1 Operator shall have available for rental or use in flight training, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than four (4) properly certified and currently airworthy fixed wing Aircraft, at least one (1) of which shall be equipped for and fully capable of flight under instrument conditions and one (1) of which shall be a four-place aircraft OR two (2) properly certified and currently airworthy rotor wing Aircraft OR four (4) fixed wing high-performance aerobatic certified and currently airworthy aircraft.
- 6.5.2 Flight Training Operators shall provide, at a minimum, adequate mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods shall meet FAA requirements for the training offered.

6.6 Hours of Activity

- 6.6.1 An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity six (6) days a week, eight (8) hours a day.

6.7 Private Flying Clubs

- 6.7.1 Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.
- 6.7.2 No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator with the Airport.
- 6.7.3 No entity shall use Private Flying Club Aircraft in exchange for compensation.
- 6.7.4 Each Private Flying Club member must have an ownership interest in Private Flying Club. Membership (owners) may not exceed 45 individuals.

6.8 Insurance

- 6.8.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

- 6.8.2 Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport.

7. AIRCRAFT CHARTER, AIRCRAFT MANAGEMENT OR FRACTIONAL AIRCRAFT OPERATOR (SASO)

7.1 Definition

- 7.1.1 An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operating in private carriage under 14 CFR Part 125.
- 7.1.2 An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.
- 7.1.3 A Fractional Aircraft Operator is a Commercial Operator engaged in the business of providing fractional aircraft ownership to persons or entities for a “share” of a plane(s) at a pro-rated price of a full aircraft.
- 7.1.4 In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2 Leased Premises

- 7.2.1 An Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 7.2.1.1 *All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 7.2.1.2 *Apron/paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.*
 - 7.2.1.2.1 If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved Tiedowns are not required, however, Apron shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft whichever is greater.
 - 7.2.1.3 *Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.*
 - 7.2.1.3.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 7.2.1.3.2 Administrative area shall be at least 650 square feet and shall include adequate space for employee offices, work areas, and storage.
 - 7.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
 - 7.2.1.3.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 7.2.1.4 *Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.*

7.3 Licenses and Certifications

- 7.3.1 Aircraft Charter Operators shall have and provide copies to the Airport, of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).

- 7.3.2 Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for the Activity.

7.4 Personnel

- 7.4.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out the Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

- 7.4.1.1 *Operator shall employ one (1) Chief Pilot (total) and one (1) customer service representative (on each shift).*

7.5 Equipment

- 7.5.1 Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, one (1) certified and continuously airworthy multiengine piston aircraft or single-engine turboprop (instrument-qualified) Aircraft.

7.6 Hours of Activity

- 7.6.1 Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

7.7 Insurance

- 7.7.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1 Definition

- 8.1.1 An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three (3) or more new and/or used Aircraft during a 12-month period.
- 8.1.2 In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.2 Leased Premises

- 8.2.1 An Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator, but not less than the following:
 - 8.2.1.1 *All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 8.2.1.2 *Apron/paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.*
 - 8.2.1.2.1 If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved Tiedowns are not required, however, Apron shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft whichever is greater.
 - 8.2.1.3 *Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*
 - 8.2.1.3.1 Customer Service area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 8.2.1.3.2 Administrative area shall be at least 250 square feet to include adequate space for employee offices, work areas, and storage.
 - 8.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
 - 8.2.1.3.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 8.2.1.4 *Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.*

8.3 Dealership

- 8.3.1 An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

8.4 Licenses and Certifications

- 8.4.1 Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all Aircraft offered for sale.

8.5 Personnel

- 8.5.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demand of the public seeking such services.
 - 8.5.1.1 *Operator shall employ one (1) current private pilot.*

8.6 Equipment

- 8.6.1 Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

8.7 Hours of Activity

- 8.7.1 Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day.

8.8 Insurance

- 8.8.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

9. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.1 Definition

- 9.1.1 A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.
- 9.1.1.1 **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
- 9.1.1.2 **Miscellaneous Commercial Services and Support** - are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
- 9.1.1.3 **Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- 9.1.2 In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2 Leased Premises

- 9.2.1 Operator engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator, but not less than the following:
- 9.2.1.1 All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 9.2.1.2 Apron/paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.
- 9.2.1.2.1 If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved Tiedowns are not required, however, Apron shall be equal to the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft whichever is greater.
- 9.2.1.3 Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
- 9.2.1.3.1 Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 9.2.1.3.2 Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include adequate space for employee offices, work areas, and storage.
- 9.2.1.3.3 Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
- 9.2.1.3.4 Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- 9.2.1.4 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

9.3 Licenses and Certifications

- 9.3.1 Operator shall have and provide to the Airport evidence of all federal, state, and local licenses and certificates that are required to conduct the Activity.

9.4 Personnel

- 9.4.1 Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

9.5 Equipment

- 9.5.1 Operator shall have (based at the Airport), either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate, one (1) continuously airworthy Aircraft.
- 9.5.2 Operator shall have sufficient supplies and parts available to support the Activity.

9.6 Hours of Activity

- 9.6.1 Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

9.7 Insurance

- 9.7.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

10.1 Introduction

- 10.1.1 The Airport recognizes that Aircraft Operator using the Airport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the Airport may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 10.1.2 In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2 Scope of Activity

- 10.2.1 Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operator providing comparable products and services and engaging in similar Activities.

10.3 Permit

- 10.3.1 Aircraft Operator must submit request to the Airport on behalf of Operator.
- 10.3.2 Operator shall obtain a 30 day temporary Permit (issued by the Airport) prior to engaging in Activity on the Airport.
- 10.3.3 Operator requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Operations Agent on-duty prior to Operator engaging in Activities on the Airport.
 - 10.3.3.1 *Aircraft Operator is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.*

10.4 Licenses and Certifications

- 10.4.1 Operator shall have and provide to the Airport evidence of all federal, state, and local licenses and certificates that are required.

10.5 Insurance

- 10.5.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

11. COMMERCIAL HANGAR DEVELOPER (SASO)

11.1 Definition

- 11.1.1 A Commercial Hangar Developer is a Commercial Operator that develops and/or constructs hangar structure(s) for the purpose of selling hangar and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 11.1.2 In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 11.

11.2 Scope of Activity

- 11.2.1 Developer shall use the Leased Premises for the purpose of: (1) selling hangar and associated office or shop space, (2) as a Commercial Hangar Operator engaging in subleasing of hangar and associated office and shop space.

11.3 Leased Premises

- 11.3.1 Developer engaging in this Activity shall consult with Airport Management and the Procedural Guidelines for Development to determine adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Developer and all approved Sublessee(s).
 - 11.3.1.1 *All required Improvements including, but not limited to, Apron/paved Tiedown, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 11.3.1.2 *Apron/paved Tiedown shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft, whichever is greater.*
 - 11.3.1.3 *The development of Commercial hangar(s) shall be limited to the following types of hangar structures:*
 - 11.3.1.3.1 Hangar - a single structure of not less than 2,500 square feet completely enclosed.
 - 11.3.1.3.2 Hangars - a single structure of not less than 5,000 square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft.

11.4 Insurance

- 11.4.1 Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

12. COMMERCIAL HANGAR OPERATOR (SASO)

12.1 Definition

- 12.1.1 A Commercial Hangar Operator is a Commercial Operator that owns or leases a hangar structure(s) for the purpose of subleasing hangar and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 12.1.2 In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

12.2 Scope of Activity

- 12.2.1 Operator shall use the Leased Premises for the purpose of: (1) use by Operator (primarily for Operator's Aircraft and/or Equipment), (2) subleasing of hangar and associated office and shop space, which can be used for approved Commercial or non-commercial Aeronautical Activities.

12.3 Leased Premises

- 12.3.1 Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Operator and all approved Sublessee(s).
 - 12.3.1.1 *All required Improvements including, but not limited to, Apron/paved Tiedown, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 12.3.1.2 *Apron/paved Tiedown shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft, whichever is greater.*

12.4 Insurance

- 12.4.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR

13.1 Definition

- 13.1.1 A Non-Commercial Hangar Developer/Operator (Developer/Operator) is an entity that develops/constructs and owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.
- 13.1.2 In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Developer/Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 13.

13.2 Scope of Activity

- 13.2.1 Developer/Operator shall use the Leased Premises for Aircraft owned or leased and operated by (and under the full and exclusive control of) Developer/Operator for Non-Commercial purposes.
- 13.2.2 No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 13.2.3 Developer/Operator shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose.

13.3 Leased Premises

- 13.3.1 A Developer/Operator engaging in this Activity shall consult with Airport Management and the Procedural Guidelines for Development to determine adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Developer/Operator.
 - 13.3.1.1 *All required Improvements including, but not limited to, Apron/paved Tiedown, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.*
 - 13.3.1.2 *Apron or paved Tiedown - equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Developer/Operator's Aircraft, whichever is greater.*
 - 13.3.1.3 *The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:*
 - 13.3.1.3.1 Hangar - a single structure of not less than 2,500 square feet, completely enclosed.
 - 13.3.1.3.2 Hangars - a single structure of not less than 5,000 square feet, sub-divided and configured to accommodate individual bays for the storage of private aircraft.

13.4 Ownership Structure

- 13.4.1 Hangar development may be accomplished by any entity, including Associations.
 - 13.4.1.1 *Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual T-Hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders.*
 - 13.4.1.2 *All members/shareholders of the Association shall be declared to the Airport at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for*

storage of aircraft owned by the member(s)/shareholder(s) of the Association.

13.4.1.3 *The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.*

13.4.1.4 *Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Airport in accordance with paragraph 13.4.1.2 hereof shall remain jointly and severally liable to the Airport for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Airport.*

13.5 Insurance

13.5.1 Developer/Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

14. SCHEDULED AIR CARRIER OPERATOR

14.1 General

- 14.1.1 These standards apply to anyone wishing to offer to the general public scheduled air carrier service in or out of the Rocky Mountain Metropolitan Airport, Jefferson County, Colorado (Airport).
- 14.1.2 A Scheduled Air Carrier Operator, for the purpose of these Minimum Standards, is an entity that has received a fitness determination issued by the Department of Transportation under 14 CFR Part 298 and provides scheduled air transportation, operating under 14 CFR Part 121.
- 14.1.3 The Airport is currently certificated under 14 CFR Part 139, Class II. A Scheduled Air Carrier Operation may require that the Airport become re-certificated under 14 CFR Part 139, Class I.
- 14.1.4 The Airport shall not be required to seek re-certification. In the event the Airport elects not to request 14 CFR Part 139, Class I certification, the Operator shall either cease scheduled service or use Aircraft with a seating capacity of not more than the maximum for current certification.
- 14.1.5 Operator wishing to become a Scheduled Air Carrier Operator shall submit an application containing the information as outlined in this Section of the Minimum Standards. Jefferson County (County) will review all applications for Scheduled Air Carrier Operations. The decision to approve or deny the application will be based upon conformity and compliance with these Minimum Standards hereinafter set forth. Based upon a complete review of the application, the County shall issue a written decision to either approve or deny the application.

14.2 Ground Space Improvements

- 14.2.1 The applicant shall operate its business in a facility that is owned by the County. The County shall be responsible for determining the location of the facility.
 - 14.2.1.1 *If no facilities are available, then the County may place the application on a waiting list unless the County can mutually agree for the construction of a facility by the Operator, together with the use, rates and charges for the operation thereof. The County will not be required to create additional facilities.*
 - 14.2.1.2 *If the County allows the Operator to construct any type of facility or modify any existing facility, then the Operator will post a bond sufficient to assure the completion of the project. In addition, the Operator shall provide a performance bond, in an amount determined by the County, to assure payment for all of Operator's operations including, but not limited to, Airport facilities maintenance and improvements (whether or not constructed by Operator), security, insurance, Airport administration and any and all other costs directly or indirectly incurred or anticipated by the Airport due to Operator's operations.*
- 14.2.2 Each Operator shall, at such Operator's sole cost, comply with any required provisions of 49 CFR 1542, "Airport Security," and provide any space as may be necessary for this purpose.
- 14.2.3 Prior to commencement of operations, each Operator shall complete at its sole cost and continuously provide a hard surfaced, on-site Vehicle parking area sufficient to accommodate all anticipated customer and employee Vehicles as well as paved Aircraft Apron sufficient for all of Operator's Aircraft, all within the leased area. Operator shall include with its

application a detailed plan that must be submitted to the County for review which clearly shows amounts and locations of parking of Vehicles for visitors, passengers, employees, etc. The parking plan shall show the location that is specifically designated for Vehicles associated with the scheduled service operation only, as no parking for this operation will be permitted in areas affecting other Airport locations or businesses. The construction and operation of the parking facility shall be subject to County approval.

- 14.2.4 Each Operator shall comply with the requirements of the Americans with Disabilities Act (ADA).

14.3 Scope of Services

- 14.3.1 Each Operator shall have in its employ or secure through contract arrangements, a sufficient number of qualified flight, ground service, security, and passenger service personnel and Equipment as reasonable necessary to operate its service. Operator will provide for a mandatory training program for all flight personnel that will familiarize all parties with the Airport's recommended flight patterns and noise sensitive areas.
- 14.3.2 Each Operator shall provide services to meet public demand for the category of service described in the approved plan of operations. The Operator shall maintain sufficient staff as necessary to meet all operations.
- 14.3.3 The Operator shall provide and be fiscally responsible for:
- 14.3.3.1 *Passenger security screening and facilities that meet 49 CFR 1544 requirements*
 - 14.3.3.2 *Construction of sterile secure ramp areas*
 - 14.3.3.3 *Purchase, maintenance and staffing of any airport rescue, emergency and firefighting equipment as may be required (The County shall retain ownership of the equipment and maintain the total control over the use and operation of the personnel and equipment under this section.)*
 - 14.3.3.4 *Construction, improvements to and maintenance of designated Vehicle parking areas*
 - 14.3.3.5 *Utility installation and maintenance of improvements and fees*
 - 14.3.3.6 *Compliance with Airport Storm Water Management Plan (SWMP)*
 - 14.3.3.7 *Any additional improvements as may be required by local, state, or federal governmental entities, specifically including the County*
 - 14.3.3.8 *Any environmental studies, audits or remediation*
 - 14.3.3.9 *Deicing equipment and chemicals and the collection, detention, and disposal of all chemicals including, but not limited to, acids, caustic materials, explosives, fuel oil, and other materials*
 - 14.3.3.10 *Any other costs associated with federal, state or local requirements, laws, rules or regulations, including those enacted from time to time by the County*
- 14.3.4 Any increase of operations from the original application shall not be initiated until a revised application has been submitted by the Operator and approved by the County. The County may either approve or deny the revised application.
- 14.3.5 Each Operator shall have evidence of and maintain the Department of Transportation fitness findings and FAA Certificate and operations specifications appropriate for the operation.
- 14.3.6 Operator shall comply with the Rules and Regulations of the County, including these Standards, as amended, and with the requirements of the Rocky Mountain Metropolitan Airport Storm Water Management Plan.

- 14.3.7 All air carrier flights shall be scheduled to either depart or land only during the published hours of operation of the Airport Air Traffic Control Tower.
- 14.3.8 Additional insurance covering hazardous waste remediation and liability in amounts determined by the County.

14.4 Required Basic Business Information

- 14.4.1 Provide the company or corporation name, mailing address, telephone number and location of the headquarters.
- 14.4.2 Provide a proposed date for commencement of operations.
- 14.4.3 Provide a list, including address and telephone number, of all owners and personnel.
- 14.4.4 Provide a detailed business plan describing how the scheduled service is to be financed as is more fully described in the Application and projections for growth over a five-year period.
- 14.4.5 Provide a full description of the Operator's equipment and list of all personnel of the business and including all corporate organization and potential investor groups or individuals.
- 14.4.6 The County shall designate the location of the proposed operation. The applicant shall provide the County the following:
 - 14.4.6.1 *A description of the requirements and needs of the parcel size, office, hangar, and Vehicle parking areas to be used solely for applicant's proposed operation.*
 - 14.4.6.2 *Any other subleases required with the airport tenants or any other required improvement.*
- 14.4.7 The Operator's balance sheet and income statement for the five (5) years preceding the application or, if a newly formed entity, the equivalent information from the principal's of the organization.
- 14.4.8 Any other or additional information relating to the Operator or operations that the County may require from time to time.

14.5 Certification and Experience Information

- 14.5.1 Provide a statement of past experience in the specified aviation business service or commercial aeronautical activity for which the application is made.
- 14.5.2 Describe detailed information on personnel to be used, provide experience data and include copies of any applicable federal or state operating licenses or certifications.
- 14.5.3 List all applicable federal, state, or local certifications and licenses currently held or to be obtained. Prior to approval, Applicant must have or obtain a valid 14 CFR Part 121 Certificate. Third party certificates will not satisfy this requirement. Include copies of currently held licenses and certifications.
- 14.5.4 Describe the number of Aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration (N-Number), total weight limits, airworthiness certificate and flight schedule numbers and copies of any applicable operating certificates.

14.6 Financial and Marketing Information

- 14.6.1 Provide evidence of financial responsibility from a bank or from such other source that may be readily verified through normal banking channels.
- 14.6.2 Provide evidence of financial capability to initiate operations and for the

construction of buildings, improvements and appurtenances and the ability to provide working capital to carry on the contemplated operation, once initiated.

- 14.6.3 Provide a cash flow and a profit and loss projection for the first five (5) year of operation together with a market analysis supporting said projections. The market analysis will include a written statement addressing the following points:
- 14.6.3.1 *definition of target market*
 - 14.6.3.2 *intended market share*
 - 14.6.3.3 *promotion technique*
 - 14.6.3.4 *description of existing competitors*
 - 14.6.3.5 *list of certifications and licenses to be sought, if any*
 - 14.6.3.6 *evidence of support from potential customers, and*
 - 14.6.3.7 *provide a statement of need for said service*
- 14.6.4 Provide 5 years of audited financial statements for the company proposed to operate at the Airport which in the opinion of the County demonstrates the ability to operate the business proposed. If in the opinion of the County the financial statement does not show such ability, the County may require a general surety bond in a reasonable amount for a reasonable amount of time.
- 14.6.5 Any information furnished under Section 14.6 shall be considered proprietary and shall be kept confidential by the County to the extent permitted under the provision of C.R.S. 24-72-201 et seq., Colorado Public Records Act.

14.7 Fees (Subject to Change by the County)

- 14.7.1 Application Fee: To be submitted with the completed application and is non-refundable
- 14.7.2 Annual Fee: Due January 1st of each year. The fee for the first year of operation shall be prorated.
- 14.7.3 Landing Fee: May be charged by the County at its discretion.
- 14.7.4 Fuel Flowage Fee: May be charged by the County at its discretion.
- 14.7.5 Passenger Facility Fee: The County reserves the right to apply for a Passenger Facility Charge at any time in the future. Any such charge which has been approved by the FAA may be assessed to the Operator.
- 14.7.6 Airport Rescue and Firefighting: As required by the Federal Aviation Administration or the County in the County's sole discretion. All fees, wages, benefits, operation and maintenance costs associated with the staffing, storage, and operation of the Airport Rescue and Firefighting services for air carrier operations will be paid for the by the operator.
- 14.7.7 Concessions: The County reserves the right to charge a fee on any concessions that may be associated with this or any ancillary service, in a reasonable and uniform manner.
- 14.7.8 The County reserves the right to require a security deposit in the form of a bond or any other form of security acceptable to the County, in such reasonable amount as may be necessary, based upon the operation contemplated and the financial ability of the applicant to carry out the proposed operation.
- 14.7.9 The County reserves the right to make any changes in the above described

fee structures after 60 days written notice to the Applicant/Operator.

14.8 Insurance

- 14.8.1 Each Operator shall provide certificates of insurance prior to commencing scheduled commercial service operations, evidencing the following coverage and minimum amounts (or such additional amounts and coverages as may be required in the future):
- 14.8.1.1 *Aircraft Liability - \$300,000,000 minimum per occurrence - Combined Single Limit for Bodily Injury and Property Damage.*
 - 14.8.1.2 *General Liability - \$300,000,000 minimum per occurrence of Combined Single Limit for Bodily Injury and Property Damage.*
 - 14.8.1.3 *Motor Vehicle Liability - If using service vehicles on the Air Operations Area or other airport property, in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.*
 - 14.8.1.4 *Workers Compensation - as per Colorado State Law.*
 - 14.8.1.5 *Hazardous Waste, Remediation, and Liability- as determined by the County*
- 14.8.2 All insurance, which the Operator is required to carry and keep in force, shall include the County, the Airport Director and all other Airport personnel, and the officers and agents as additional named insured.

14.9 Non-Compliance

- 14.9.1 In the event the Operator fails to comply with these Standards or if the Operator Operating Certificate is suspended or revoked, then the County shall send a written statement of violation to the Operator at its last address set forth in the application. The Operator shall have 10 days within which to provide a written statement to the County explaining why the violation occurred and how the violation has been corrected. The County, in its sole discretion, has the right to revoke the Operator's operating privileges at the Airport or may suspend the operations for such period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered in renewing the operator's application and/or approving any increase in the number of scheduled flights. Any costs incurred by the County under this paragraph, including but not limited to attorney fees, shall be paid by the Operator.

15. NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

15.1 Introduction

- 15.1.1 All entities desirous of self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit.
 - 15.1.1.1 *Those entities that have Agreements granting them the rights to perform commercial fueling are not required to apply for a Non-Commercial Self-Service Fueling Permit.*
 - 15.1.1.2 *Operator with an Agreement with the County executed before the Adoption Date that have a fuel storage facility on the Leased Premises as of the Adoption Date, shall not be deemed out of compliance with these Minimum Standards as they apply to Operator's failure to meet Section 15.4 and Section 15.5 of these Minimum Standards. All fuel storage facility Operator must comply with the insurance requirements as set forth in Attachment A to these Minimum Standards.*
- 15.1.2 This Section 15 sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial self-service fueling activities at the Airport. Any entity engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 15.1.3 In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial self-service fueling activities at the Airport shall comply with the following minimum standards.

15.2 Agreement/Approval

- 15.2.1 No entity shall engage in self-service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit authorizing such activity has been obtained from the Airport. Such entities shall herein be referred to as "Permittees".
- 15.2.2 Prior to issuance, the Permittee shall demonstrate and provide evidence of ownership and/or 100% operational control for any Aircraft to be fueled by Permittee. Evidence shall include, but is not limited to: copies of aircraft registration (and/or lease agreements); an aircraft insurance liability policy; and if applicable, an FAA issued certificate detailing aircraft under operational control per 14 CFR Part 135. Under no circumstance is the Permittee allowed to hire a 3rd party to conduct fueling services. The Airport, in its sole discretion, will determine if an aircraft lease is commercially reasonable.

15.3 Reporting

- 15.3.1 Permittee shall report all fuel dispensed during each calendar month and submit a summary report along with appropriate fees and charges due the Airport on or before the 10th day of the subsequent month.
- 15.3.2 Permittee shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the Airport or representatives of the Airport. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the Airport, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

15.4 Fuel Storage

- 15.4.1 Permittee shall arrange and demonstrate that satisfactory arrangements

have been made for the storage of fuel, as follows:

- 15.4.1.1 *in a centrally located fuel storage area approved by the Airport and the Fire Protection District.*
 - 15.4.1.1.1 Operator authorized by the Airport shall construct or install a self-service fuel storage facility in the centrally located fuel storage area.
 - 15.4.1.1.2 In no event shall the total storage capacity be less than 12,000 gallons for Jet Fuel or Avgas.
- 15.4.2 Fuel may not be stored on the Leased Premises.
- 15.4.3 Permittee shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 15.4.4 Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of Permittee.

15.5 Fueling Equipment

- 15.5.1 Permittee shall utilize either approved underground piping to the Leased Premises or a single refueling Vehicle for each type of fuel to be dispensed. Vehicles shall have a minimum capacity of 750 gallons and a maximum capacity of 5,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 15.5.2 All fueling equipment and/or Vehicles shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 15.5.2.1 *State of Colorado Fire Code and local Fire District;*
 - 15.5.2.2 *National Fire Protection Association (NFPA) Codes;*
 - 15.5.2.3 *Colorado Department of Health and Environment Oil Inspection Regulatory Section;*
 - 15.5.2.4 *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and*
 - 15.5.2.5 *Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".*
- 15.5.3 Prior to transporting fuel onto the Airport, the Permittee shall provide the Airport with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Airport at least ten (10) business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
- 15.5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control

of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the Airport not later than ten (10) business days before the Permittee commences self-fueling at the Airport. The Airport may conduct inspections on a periodic basis to ensure compliance.

15.6 Limitations

15.6.1 Permittees shall not establish any type of co-op relationship or sell and/or dispense fuels to based or transient Aircraft that are not owned by or under the full control of Permittee. Any such selling or dispensing shall result in penalty and possibly revocation of the Permit by the Airport Director.

15.6.1.1 *Upon first violation, written warning and a fine will be assessed.*

15.6.1.2 *Upon second violation, the Permit will be revoked for a period of one (1) year.*

15.6.1.3 *Upon third violation, the Permit will be permanently revoked.*

15.6.2 Prior to issuance of a Permit and subsequently upon request by the Airport, Permittee shall provide evidence of ownership (and or full control) of any Aircraft being fueled.

15.7 Insurance

15.7.1 Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A - Schedule of Minimum Insurance Requirements.

16. COMMERCIAL ACTIVITY PERMIT

16.1 Application

- 16.1.1 Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the Airport for a Commercial Activity Permit (Permit).
- 16.1.2 The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Airport in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

16.2 Approval

- 16.2.1 Once recommended for approval by the Airport Director, the application will be sent to the County for review and approval. No application will be deemed complete that does not provide the Airport and County with the information necessary to allow the Airport and County to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including all applicable Primary Guiding Documents) and be compatible with the Airport's Master Plan and/or land use plan (if any).
- 16.2.2 Applications reviewed by the Airport will be submitted to the County after no less than a 30-day review period. After the County approves the application a Permit will be issued.

16.3 Permit

16.3.1 Commercial Aeronautical Activities

16.3.1.1 *The Permit will be valid as long as the Operator meets the following requirements:*

16.3.1.1.1 The information submitted in the Application is current. The Operator shall notify the Airport Director in writing within fifteen (15) days of any change to the information submitted in the Application.

16.3.1.1.2 The Operator is in compliance with all applicable Regulatory Measures including, but not limited to, these Primary Guiding Documents.

16.3.1.2 *The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.*

16.3.2 Temporary or Special Use Permit

16.3.2.1 *The Airport Director may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.*

16.3.2.2 *The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures (including all applicable Primary Guiding Documents).*

16.3.2.3 *The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.*

16.4 Existing Operator with an Existing Agreement

16.4.1 No Change in Scope of Activities

16.4.1.1 *An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including, but not limited to, these Primary Guiding Documents.*

16.4.2 Change in Scope of Activities

16.4.2.1 *Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit prior to engaging in the Activity.*

16.5 Non-Commercial Operator

16.5.1 A permit is not required; however, the Operator shall comply with all applicable Regulatory Measures including, but not limited to, these Primary Guiding Documents.

17. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Commercial Hangar Developer/Operator	Non-Commercial Hangar Developer/Operator	Scheduled Air Carrier Operator	Non-Commercial Self-Service Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
Each Occurrence	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICLE LIABILITY (Combined Single Limit)												
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated) – if applicable												
SE Piston Group I	Each Aircraft		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		
	Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000		
ME Piston Group I	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Turboprop Group II	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000		
Turbojet Group I	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbojet Group II	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turbojet Group III	Each Aircraft	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000		
AIRCRAFT AND PASSENGER LIABILITY												
SE Piston/Group I								\$1,000,000/\$100,000 sub limit per person				\$300,000,000
ME Piston/Group I								\$1,000,000/\$100,000 sub limit per person				\$300,000,000
Turboprop/Group I								\$5,000,000/\$250,000 sub limit per person				\$300,000,000
Turbojet/Group I								\$5,000,000/250,000 sub limit per person				\$300,000,000
Turbojet/Group II					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000				\$300,000,000
Turbojet/Group III					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000				\$300,000,000
Student and Renters					\$100,000							
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)												
Each occurrence	\$1,000,000											\$1,000,000

Commercial General Liability to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.

Vehicular Liability or Business Automobile Liability to include bodily injury and property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of Aircraft.

Environmental Liability to include bodily injury, property damage, and environmental cleanup costs.

SE = Single engine aircraft

ME = Multi engine aircraft