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# **DRAFT – General Aviation Minimum Standards**

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City of Colorado Springs

*City of Colorado Springs Municipal Airport*

*DRAFT – FOR DISCUSSION PURPOSES ONLY*

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February 24, 2010



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## 1. DEFINITIONS AND ACRONYMS

### 1.1. Definitions

- 1.1.1. The terms defined herein and identified by use of a capital letter whenever used in the Airport's Minimum Standards Program, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases and/or the use of such words or phrases.
- 1.1.2. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender.
- 1.1.3. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

Accident, A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or Equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Advisory Circular (or "AC"), A document published by the FAA that contains methods and procedures that are acceptable to the FAA Administrator for compliance with FAA regulations.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations and any other activities which, because of its direct relationship to the operation of Aircraft or the Airport, can be regarded as an Aeronautical Activity.

Agency, Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement, A written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

Air Carrier, An entity engaged in the operation of an Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate and interstate.

Aircraft, A device that is used or intended to be used for flight in the air.

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

Aircraft Design Group, A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet.

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet



Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Maintenance Operator, A Fixed Maintenance Services Operator or a Mobile Maintenance Services Operator.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF"), Personnel, equipment and facilities located on or off the Airport dedicated to dealing with Aircraft Accidents/incidents and all rescue and firefighting tasks, structural fires, and other firefighting or rescue emergency activities at the Airport.

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

Airport, The City of Colorado Springs Municipal Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified.

Airport Assurances, Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airport Layout Plan, (or "ALP"), The FAA approved and City adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

Applicant, An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity(ies) and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Appraiser, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.



Apron, Those Paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of Aircraft.

Association, An entity legally formed, registered, and current under the laws of the State of Colorado having an existence separate and apart from its members or shareholders.

Avgas (or "Aviation Gasoline"), Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft, Any Aircraft which is based at the Airport.

Business Automobile Liability, To include bodily injury and Property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Certificates of Insurance, A certificate provided by and executed by an Operator's, Lessee's, or Sublessee's insurance company evidencing the insurance coverages and policy limits of Operator, Lessee, or Sublessee.

Co-Op Fueling, The Non-Commercial Fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using Vehicles, Equipment, and resources owned by an approved Association.

Code of Federal Regulation (or "CFR"), The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial, An Activity undertaken with the intent to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial General Liability, For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation, Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Condemnation, The taking of land and/or Improvements for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain.

Contiguous Land, Land that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle, A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current, All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.



Department of Homeland Security (or “DHS”), A single, integrated executive department of the United States Government (combining federal, state, and local responsibilities under one Agency) which is focused on protecting the American people and the homeland. It was established by the Homeland Security Act of 2002.

Department of Transportation (or “DOT”), The Cabinet department of the United States Government concerned with transportation. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.

Development Guidelines, The parameters governing the design, construction, and/or modification of Operator, Lessee, and Sublessee land and/or Improvements at the Airport, as may be amended from time to time.

Director of Aviation, That person (or designated representative thereof) responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, Vehicles, equipment, materials, and financial assets at the Airport, and all employees assigned to the Airport.

Emergency Public Service, Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Employee, Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between “Employee” and “independent contractor” shall be made according to current IRS standards.

Environmental Liability, To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or “EPA”), The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. It was established by an act of Congress on December 2, 1970.

Equipment, All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or “FAA”), The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Federal Aviation Regulation (or “FAR”), Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the



**FAA.** Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

**Fire Department,** Fire fighting personnel (including ARFF personnel) who are responsible for fire fighting at the Airport. As such, the terms “Fire Department” and “ARFF personnel” may be used interchangeably.

**Full Service Fixed Base Operator (or “FSFBO”),** A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities including, at a minimum, the following Activities at the Airport:

- A. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants
- B. Passenger, crew, and Aircraft ground services, support, and amenities
- C. Aircraft Parking, Hangar, office, and shop
- D. Aircraft Maintenance
- E. Two Additional Activities

**Flight Training,** The training, other than ground training, received from an authorized instructor in flight in an aircraft.

**Fuel,** Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

**General Aviation,** All aviation with exception of Air Carriers and military.

**General Aviation Leasing/Rents and Fees Policy,** Sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

**General Aviation Minimum Standards,** Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

**Hangar,** Any fully or partially enclosed storage facility for an Aircraft.

**Hangar Keeper’s Legal Liability,** To include Property damage for all non-owned Aircraft under the care, custody, and control of Operator.

**Hazardous Materials,** Any substance regulated by the EPA.

**Improvements,** All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

**Infrastructure,** Runways, Taxiways, Taxilanes, Aprons, navaids, airport roadways, utilities, etc.

**Jet Fuel,** Fuel commonly utilized to power turbine-engine (Turboprop and Turbojet) Aircraft.

**Landside,** The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

**Leased Premises,** The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.



Lessee, An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Limited Service Fixed Base Operator (or “LSFBO”), A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities including, at a minimum, the following Activities at the Airport:

- A. Aviation Fuels (Jet Fuel and Avgas) on the Leased Premises only
- B. Aircraft Parking and Hangar
- C. Two Additional Activities

Limousine, A Vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Master Plan, An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

Movement Area, The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft, exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas. It includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area must be obtained from ATC.

National Fire Protection Association (or “NFPA”), All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial, Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Lessee, An entity that either owns or leases and operates Aircraft for private purposes. In the case of a business, the operation of Aircraft must be an ancillary activity to support the business's purposes by providing private transportation for the exclusive use of its Employees, agents, and/or customers. In all cases, the Non-Commercial Lessee neither offers nor engages in Commercial Aeronautical Activities.

Non-Movement Area, Those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

Object Free Area, An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Operator, An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Owner, The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the Colorado Department of Motor Vehicle records.

Paved, Covered with asphalt or concrete that forms a firm level surface.

Permittee, An entity who has written permission from the City to conduct an Activity at the Airport according to the parameters established by a permit.



Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Property, Any tangible or intangible possession that is owned by an entity or a person.

Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for transporting, handling, or dispensing of Fuels, oils, and lubricants.

Regulatory Measures, All applicable federal, state, county, and local laws, codes, ordinances, policies, rules, and regulations.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repairs Stations are certificated under 14 CFR Part 145.

Rules and Regulations, The rules and regulations set forth by the City for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runway, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

Security Plan, A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling, The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

Self-Service, The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's Vehicles, Equipment, and resources.

Specialized Aviation Service Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or "SPCC Plan"), A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or "SWPPP"), A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

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

Sublease, An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the City has given proper consent.

Sublessee, An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.



Taxilane, The portion of the Apron used for access between Taxiways and Aprons. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the Object Free Area requirements stipulated by the FAA.

Taxiway, A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). Air Traffic Control (ATC) must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the Object Free Area requirements stipulated by the FAA.

Through-the-Fence, Having direct access to the Airport from private property located contiguous to the Airport. Through-the-fence entities, while being located off Airport property, have access to the Airport's runway and Taxiway system.

Tiedown, An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related Equipment are located.

Transient Aircraft, Any Aircraft utilizing the Airport for transient purposes and not based at the Airport.

Transportation Security Administration (or "TSA"), The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel. It was established by the Aviation and Transportation Act passed on November 19, 2001.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases for propulsion.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Ultralight Vehicle, A device operated for sport or recreational purposes which does not require FAA registration, an airworthiness certificate, or pilot certification. Ultralight Vehicles are primarily single occupant vehicles, although some two-place vehicles are authorized for training purposes. Operation of an Ultralight Vehicle in certain airspace requires authorization from Air Traffic Control.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

**1.2. Acronyms**

AC	Advisory Circular
ARFF	Aircraft Rescue and Fire Fighting
A & P Mechanic	Airframe and Powerplant Mechanic
ALP	Airport Layout Plan
ATC	Air Traffic Control
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FSFBO	Full Service Fixed Base Operator
LSFBO	Limited Service Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
SE	Single-Engine Aircraft
SPCC	Spill Prevention, Control, and Countermeasures
SASO	Specialized Aviation Service Operator
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration

## 2. INTRODUCTION

### 2.1. Purpose

2.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (a) the consistent provision of quality General Aviation products, services, and facilities at the City of Colorado Springs Municipal Airport (Airport), (b) the development of quality General Aviation Improvements at the Airport, (c) General Aviation safety and security at the Airport, (d) the economic health of General Aviation Commercial Operators at the Airport, and (e) the orderly development of Airport Property for General Aviation purposes.

2.1.1.1. To this end, all qualified and experienced entities desirous of engaging in General Aviation Aeronautical Activities (Activities) at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.

2.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by City of Colorado Springs (City) on a case-by-case basis for such Activities and incorporated into Lessee's Agreement or Operator's agreement with a sublessee.

2.1.3. Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of a Full Service Fixed Base Operator (FSFBO) or a Limited Fixed Base Operator (LSFBO); however, if suitable land or Improvements are not available or cannot be secured from a FSFBO, SASOs may, if space is available: (a) Sublease Improvements from another SASO, (b) lease Improvements from the City, or (c) lease land from the City and submit an Application (to the City) to develop Improvements on such land.

### 2.2. Applicability

2.2.1. These Minimum Standards specify the standards and/or requirements that must be fully complied with by any entity desirous of engaging in General Aviation Aeronautical Activities at the Airport.

2.2.1.1. 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 requirement, or regarding compliance with such minimum standard or requirement, shall be made by the City. All entities may exceed the applicable minimum standards or requirements. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the City's sole discretion, fully comply with these Minimum Standards, unless an exemption or variance has been approved by the City.

2.2.2. These Minimum Standards shall apply to any Agreement.

2.2.2.1. These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator or Non-Commercial Lessee is required to exceed these Minimum Standards nor prohibit the City from entering into or enforcing an Agreement that requires an Operator or Non-Commercial Lessee to exceed these Minimum Standards.

2.2.3. Any entity currently engaging in Commercial Aeronautical Activities at the Airport shall have 60 days to obtain the minimum insurance coverages set forth in Attachment A: Minimum Insurance Requirements and apply for a General Aviation Operator Permit.

### **2.3. Governing Body**

2.3.1. The Airport is owned, operated, and governed by the City of Colorado Springs (City). The authority to: (a) lease Airport land and/or improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any Activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive including the Airport's Minimum Standards Program is expressly reserved to the City.

### **2.4. Authority to Adopt**

2.4.1. The authority to adopt the Airport's Minimum Standards Program is delegated to the Director of Aviation by City Code, Chapter 14, Municipal Enterprises, Article 1, Municipal Airport, Part 2, General Provisions, Section 14.1.203: Rules and Regulations; Procedures, which states "the Director of Aviation is authorized to adopt rules, consistent with State and Federal law, to implement the purposes of this article, and to ensure safety in the operational area and other premises of the Airport."

### **2.5. Statement of Policy**

2.5.1. It is the desire of the City to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the long-term financial health of the Airport, (b) protect and promote the health, safety, security, and general welfare of the public at the Airport, and (c) encourage the provision of quality General Aviation products, services, and facilities to the public at the Airport.

2.5.1.1. For situations not specifically covered or addressed in the Airport's Minimum Standards Program, the Director of Aviation is authorized to make such rules and regulations, render such decisions as may be appropriate given the situation and/or circumstances, or make and publish directives pertaining to the use of the Airport.

2.5.2. As set forth by the Federal Aviation Administration (FAA), by way of the Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

### **2.6. Non-Discrimination**

2.6.1. No person shall, in the use of the Airport or the Improvements located at the Airport, discriminate against any person or class of persons by reason of

race, creed, color, national origin, sex, age, or 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 Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted.

**2.7. Airport Management**

- 2.7.1. The Director of Aviation is responsible for the planning, development, operation, management, maintenance, and security of the Airport and all City owned and operated land, Improvements, facilities, Vehicles, and equipment associated with the Airport.
- 2.7.2. The City has authorized the Director of Aviation to: (a) interpret, administer, and enforce Agreements and the Airport's Minimum Standards Program, (b) allow, where and when appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the City in accordance with the Airport's Minimum Standards Program.
- 2.7.3. All inquiries regarding the Airport's Minimum Standards Program and/or compliance therewith shall be directed to the Director of Aviation.

**2.8. Effective Date**

- 2.8.1. The Airport's Minimum Standards Program shall be in effect and shall remain in effect, unless repealed by the City, from the date of adoption by the City.

**2.9. Compliance with Regulatory Measures and Agreements**

- 2.9.1. All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at (or on) the Airport shall comply, at the entity's sole cost and expense, with all applicable Regulatory Measures including, without limitation, those of federal, state, and local government and any other Agency having jurisdiction over the Airport, Operators, Lessees, and Sublessees operating at the Airport, and the activities occurring at the Airport.
- 2.9.2. No existing or future Agreement or Permit, nor any payment or performance required there under, shall excuse any entity from full and complete compliance with the Airport's Minimum Standards Program.
- 2.9.3. Compliance with the Airport's Minimum Standards Program shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the City under any existing Agreement.

**2.10. Conflicting Regulatory Measures and Agreements**

- 2.10.1. If any provision of the Airport's Minimum Standards Program is found to be in conflict with any other Airport policies, standards, rules, regulations, or directives, any provision of any applicable Regulatory Measure, or any provision of an existing or future Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

## **2.11. Right to Self-Service**

2.11.1. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, an Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for Compensation or hire.

2.11.1.1. If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport under an Agreement with the City.

2.11.1.2. An Operator is not required or obligated to allow an Aircraft Owner or the Aircraft Owner's Employees to engage in Self-Service activities on the Operator's exclusive Leased Premises.

2.11.1.3. Self-Service activities cannot be contracted out to a third party. Upon request, the Aircraft Owner shall provide proof (such as payroll data) that the individual(s) engaging in Self-Service activities are employees of the Aircraft Owner.

## **2.12. Prohibited Activities**

2.12.1. Through-the-Fence and banner towing activities are prohibited at the Airport.

## **2.13. Fines or Penalties**

2.13.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the City (or representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council), individually or collectively, as a result of entity's failure to comply with any applicable Regulatory Measure.

2.13.2. If the fine or penalty is contestable (and contested by entity), entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

## **2.14. Severability**

2.14.1. If any provision of the Airport's Minimum Standards Program shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Airport's Minimum Standards Program.

## **2.15. Subordination**

2.15.1. The Airport's Minimum Standards Program is subject and subordinate to the provisions of any existing or future agreements between the City and the State of Colorado or the United States pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Assurances.

## **2.16. Notices, Requests for Approval, Applications, and Other Filings**

2.16.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the Airport's Minimum Standards Program shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt), and shall be deemed to have been given when delivered to the City or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided from time to time.

## **2.17. Amendments**

- 2.17.1. The Airport's Minimum Standards Program may be supplemented, amended, or modified from time to time and in accordance with City Code 14.1.203.
- 2.17.2. The City may issue special policies, standards, rules, regulations, or directives from time to time as deemed appropriate or necessary.

## **2.18. Variance or Exemption**

- 2.18.1. The City may, but is not obligated, to approve variances or exemptions to the Airport's Minimum Standards Program when special conditions, unusual situations, or unique circumstances exist.
- 2.18.2. Prior to the City approving or denying a variance or exemption, the City shall conduct a review of all relevant information including those items described in Section 2.18.4 of these Minimum Standards as well as any other information that may be requested or required by the City.
- 2.18.3. Approval or denial by the City of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
- 2.18.3.1. If approved, the variance or exemption shall only apply to the special conditions, unusual situations, or unique circumstances of the particular case for which the variance or exemption is granted.
- 2.18.3.2. An approval by the City of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards Program or any existing Agreement.
- 2.18.3.3. Requests for variance or exemption can also be denied in accordance with Section 2.23 of these Minimum Standards.
- 2.18.4. Requests for variance or exemption shall be submitted in writing to the Director of Aviation and must state the specific provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Airport (and other entities including Operators,

Lessees, Sublessees, users of the Airport, and the public), and identify the duration of the proposed variance or exemption.

2.18.4.1. Multiple variances or exemptions may be submitted in writing to the Director of Aviation.

2.18.4.2. Each variance or exemption shall be approved or denied separately.

### **2.19. Pioneering Period**

2.19.1. When a specific product, service, or facility is not currently being provided at the Airport, the City may enter into an Agreement with an Operator under terms and conditions that may be less than those outlined in the Airport's Minimum Standards Program for a limited period of time known as a pioneering period. The duration of the pioneering period shall be specified in the Agreement.

### **2.20. Enforcement**

2.20.1. The Director of Aviation is empowered by the City to require compliance with and enforce the Airport's Minimum Standards Program.

2.20.2. The Fire Department is authorized to enforce all fire and Hazardous Materials related Regulatory Measures.

2.20.3. The Police Department is authorized to enforce all Regulatory Measures within the Agency's jurisdiction.

2.20.4. Violation of the Airport's Minimum Standards Program may result in penalties in accordance with City Code 14.1.211.

2.20.5. In the event an entity fails to comply with the Airport's Minimum Standards, the City shall send a written statement of violation to such entity at its last known address. The entity shall have 10 business days within which to provide a statement to the City explaining why the violation occurred and to advise the City that the violation has been corrected. The City, in its sole discretion, has the right to revoke the entity's privileges at the Airport or may suspend the entity's 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 anytime the entity submits an application, seeks permission, or requests approval (as required under the Airport's Minimum Standards Program) from the City. The entity shall pay for any costs incurred by the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

### **2.21. Disputes**

2.21.1. Any party aggrieved by a decision of the City pertaining to the Airport's Minimum Standards Program may appeal (in writing) such decision to the Director of Aviation within 10 business days after such decision is issued. Any claim not timely submitted to the Director is waived.

2.21.1.1. The Director of Aviation shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the Director of Aviation's request or the claim is waived. Thereafter, the Director of Aviation shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director of Aviation's written determination shall be final and conclusive.

2.21.2. The party shall diligently continue performance of its Agreement with the City, in full compliance with the Airport's Minimum Standards Program, regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

**2.22. Rights and Privileges Reserved**

2.22.1. In this section, the term "activity" is inclusive of all Commercial, Non-Commercial, Aeronautical Activities, and non-aeronautical activities.

2.22.2. In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.

2.22.2.1. Nothing contained within the Airport's Minimum Standards Program shall be construed to limit the use of any area of the Airport by the City (and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Police Department, or Fire Department personnel from acting in official capacities.

2.22.2.2. The City reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to the Airport and such use.

2.22.2.3. The City reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.

- 2.22.2.4. It is the policy of the City that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the Airport's Minimum Standards Program shall require or obligate the City to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, Lessee, Sublessee, or users of the Airport.
- 2.22.2.5. The City reserves the right to develop and make any Improvements and/or repairs on, at, or to the Airport that it deems necessary. The City will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- 2.22.2.6. The City (and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- 2.22.2.7. The City reserves the right to prohibit any entity from using the Airport or engaging in activities at the Airport (and/or the City may suspend and/or revoke any privileges granted to any entity) upon determination by the City that such entity has not complied with the Airport's Minimum Standards Program, applicable Regulatory Measures, directives issued by the City, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
- 2.22.2.8. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, any agreement between the City and an Operator or Lessee, insofar as it is inconsistent with the agreement between the City and the United States Government, shall be suspended, without any liability on the part of the City to the Operator or Lessee.
- 2.22.2.9. The City will not relinquish the right to take any action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.

- 2.22.2.10. The City will not waive any sovereign, governmental, or other immunity to which the City may be entitled nor shall any provision of any Agreement be so construed.
- 2.22.2.11. The City will not submit to the laws of any state other than those of the State of Colorado.
- 2.22.2.12. Unless otherwise stated in a separate agreement, the City is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.
  - 2.22.2.12.1. The City is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- 2.22.2.13. The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City's mission, vision, and values for the City and the Airport.

**2.23. Possible Grounds for Rejecting Application**

- 2.23.1. In this section, the term "activity" is inclusive of all Commercial, Non-Commercial, Aeronautical Activities, and non-aeronautical activities.
- 2.23.2. The City may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrances, or application for any one or more of the following reasons (as determined in the sole discretion of the City).
  - 2.23.2.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City as determined by the City in its sole discretion. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
  - 2.23.2.2. The proposed activities and/or Improvements, as determined in the sole discretion of the City and with FAA concurrence, will create a safety or security hazard at or on the Airport.
  - 2.23.2.3. The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
  - 2.23.2.4. The proposed activities and/or Improvements will result in a financial loss or hardship.
  - 2.23.2.5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.

- 2.23.2.6. The proposed activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP currently in effect or anticipated to be in effect.
- 2.23.2.7. The occupancy, use, or development of Airport land and/or Improvements will result in congestion of Aircraft and/or will interfere with activities of any existing Operator, Lessee, or Sublessee, and/or prevent adequate access to the Leased Premises of any existing Operator, Lessee, or Sublessee.
- 2.23.2.8. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation.
- 2.23.2.9. The entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
- 2.23.2.10. The entity or any officer, director, agent, representative, shareholder, or employee thereof has a record of violating the Regulatory Measures of the City, any other airport sponsor, the State of Colorado, the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed activity.
- 2.23.2.11. The entity or any officer, director, agent, representative, shareholder, or employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 2.23.2.12. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed activity.
- 2.23.2.13. The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
- 2.23.2.14. The entity's proposed activity could be detrimental to the Airport, Operators, Lessees, or Sublessees, users of the Airport, or the public.
- 2.23.2.15. The entity seeks terms and conditions which are inconsistent with the Airport's Minimum Standards Program and/or as stated in any request for qualifications and/or proposals (or any other document) issued by the City.
- 2.23.2.16. The entity's interests and/or the proposed activity or use is inconsistent with the Airport's mission, vision, values, goals, or objectives; the best interest of the City; or, any Airport Assurances.

#### **2.24. Exclusive Rights**

- 2.24.1. In accordance with the Airport Assurances given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial or Non-Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

2.24.1.1. The presence on the Airport of only one entity engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the City should neither expect nor request that the City exclude other entities who also desire to engage in the same or similar Activities.

2.24.1.1.1. The opportunity to engage in an Activity shall be made available to those entities fully complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interests of the City.

2.24.1.2. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

**3. GENERAL REQUIREMENTS**

**3.1. Introduction**

3.1.1. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements of this section as well as the minimum standards applicable to entity's Activities, as set forth in subsequent sections.

**3.2. Experience/Capability**

3.2.1. All entities shall, in the judgment of the City, demonstrate before and during the term of the Agreement (when requested by the City), the financial and technical capability of developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required Employees; and engaging in the Activity.

3.2.2. All Operators shall, in the judgment of the City, demonstrate before and during the term of the Agreement (when requested by the City), the capability of consistently providing the required products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

**3.3. Agreement**

3.3.1. No entity shall engage in an Activity unless the entity has an Agreement authorizing such Activity.

3.3.2. An Agreement shall not reduce or limit entity's obligations with respect to fully complying with these Minimum Standards.

**3.4. Payment of Rents, Fees, and Charges**

3.4.1. Entity shall pay the rents, fees, or other charges specified by the Director of Aviation for engaging in Activities.

3.4.2. Entity's failure to remain Current in the payment of rents, fees, charges, and other sums due and owing to the City shall be grounds for suspension or termination of entity's Agreement authorizing the conduct of Activities at the Airport.

3.4.2.1. The City may, at its option, enforce payment of any rent, fee, charge, or other sums due and owing to the City by any legal means available to the City.

**3.5. Leased Premises**

3.5.1. Entity shall lease or Sublease sufficient Contiguous Land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

3.5.1.1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, drainage, building and other setbacks, and Vehicle parking.

3.5.1.2. Construction of any Improvements must be approved in advance by the City, in accordance with the City's requirements, and any Agency having jurisdiction.

- 3.5.1.3. Leased Premises that are used for Commercial purposes that require public access shall have direct Landside access.
- 3.5.2. Contiguous Land
  - 3.5.2.1. All required Improvements including, but not limited to, Apron, Paved Tiedowns, facilities (e.g., terminal building, Hangar, office, shop, etc.), and Vehicle parking shall be located on Contiguous Land.
  - 3.5.2.2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, in accordance with Lessee's Application.
- 3.5.3. Apron/Paved Tiedowns
  - 3.5.3.1. Aprons/Paved Tiedowns, if required, must be:
    - 3.5.3.1.1. contiguous and separated by no more than a Taxilane which allows entity to taxi or tow Aircraft without crossing a Taxiway or public roadway.
    - 3.5.3.1.2. adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently utilizing and/or anticipated to utilize the Leased Premises (including having the capacity to accommodate the number, type, size, and weight of the Aircraft) without interfering with the movement of Aircraft: (a) in and out of other facilities and/or (b) operating to, from, or on Taxilanes or Taxiways.
    - 3.5.3.1.3. Aprons shall be based on FAA Design Standards – any deviation from design standards shall be reviewed and must be approved by the Director of Aviation.
- 3.5.4. Vehicle Parking
  - 3.5.4.1. Paved Vehicle parking shall be sufficient, as determined by the Director of Aviation, to accommodate all Vehicles and Equipment currently utilizing or anticipated to utilize the Leased Premises on a daily basis.
  - 3.5.4.2. Paved Vehicle parking shall be on the Leased Premises and located in close proximity to entity's primary facility.
  - 3.5.4.3. On-street Vehicle parking is not permitted.
- 3.5.5. Hangar
  - 3.5.5.1. When Hangar area(s) or space(s) is (are) identified in these Minimum Standards, the size, dimension, door width (span), and door height of the Hangar area(s) or space(s) shall be appropriate for the Aircraft that Operator is servicing and consistent (in accordance) with Lessee's Application.

### **3.6. Facility Maintenance**

- 3.6.1. Operator or Non-Commercial Lessee, at its sole cost and expense, shall:

- 3.6.1.1. maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements on the Airport, normal wear and tear excepted.
- 3.6.1.2. provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted.
- 3.6.1.3. replace, in like kind, or in the City's sole discretion, reimburse the City for, any Property damaged by Operator or Non-Commercial Lessee, its activities, Sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

### **3.7. Products, Services, and Facilities**

- 3.7.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- 3.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility offered.
  - 3.7.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
  - 3.7.2.2. Operator shall provide a schedule of pricing for each product, service, and facility offered when requested by the general public or the Director of Aviation.
    - 3.7.2.2.1. The schedule of pricing shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.
- 3.7.3. Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises at comparable airports in like markets.
  - 3.7.3.1. Operator shall maintain a customer service feedback program and Operator shall promptly respond to customer complaints.

### **3.8. Licenses, Permits, Certifications, and Ratings**

- 3.8.1. Operator shall obtain and require that employees obtain, at Operator's or Employee's sole cost and expense, and fully comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the City or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.

3.8.1.1. As required by the City or any other duly authorized Agency having jurisdiction, Operator shall keep in effect and post in a prominent place, visible to the general public, all required licenses, permits, certifications, or ratings.

3.8.1.1.1. Upon request, Operator or its Employees shall make all other required licenses, permits, certifications, or ratings available to the City.

3.8.2. As required and applicable, employees shall be properly certificated by the FAA and/or the Federal Communications Commission, current, and hold the appropriate ratings and medical certification for the Activity, Aircraft, and/or training being provided.

### **3.9. Employees**

3.9.1. Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities.

3.9.1.1. The person managing Operator's Activities shall have (and shall be able to demonstrate to the satisfaction of the City) recent and relevant experience managing a similar Activity at a comparable airport in a like market.

3.9.2. Operator shall provide a responsible person on the Leased Premises to supervise Operator's Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of Operator and Operator's Activities. When such person is not on the Leased Premises, such person shall be immediately available by telephone.

3.9.3. Operator shall have in its employ, on duty, and immediately available during hours of Activity, properly trained, qualified, and courteous employees in such numbers as are required to fully comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Operator in a safe, secure, efficient, courteous, prompt, and professional manner.

3.9.4. Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of Operator to maintain close supervision over its employees to ensure that quality products, services, and facilities are consistently being provided to Airport users in a safe, secure, efficient, courteous, prompt, and professional manner.

### **3.10. Aircraft, Equipment, and Vehicles**

3.10.1. All required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use.

3.10.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as: (a) appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible and (b) one required Aircraft, Equipment, and/or Vehicle is available (in a fully operational state) at all times.

### **3.11. Hours of Activity**

- 3.11.1. Operator hours of activity and contact information for after hours service shall be clearly posted in public view using appropriate and professional signage.
- 3.11.2. Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Activity between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 3.11.3. Unless otherwise stated in these Minimum Standards, Operator's services shall be available all other times (after hours), on-call, with response time not to exceed one hour.

### **3.12. Security**

- 3.12.1. Operator and Non-Commercial Lessee shall fully comply with the City's security requirements and/or best practices as applicable to the Leased Premises and Activities.
- 3.12.2. Operator or Non-Commercial Lessee shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the City including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.
- 3.12.3. Operator or Non-Commercial Lessee must fully comply with all applicable reporting requirements as established by the City, FAA, DHS, TSA, and any other Agencies.

### **3.13. Insurance**

- 3.13.1. Operator or Non-Commercial Lessee shall procure, maintain, and pay all premiums throughout the term of its Agreement for the insurance coverages and amounts required by the Regulatory Measures and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity conducted. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Colorado (with a Best rating of A or above) or be approved in writing by the City.
  - 3.13.1.1. When coverages and/or the amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages and/or amounts must be approved at least 60 calendar days in advance by the City.

- 3.13.1.2. The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.
- 3.13.2. When entity engages in more than one Activity, the minimum coverages and amounts shall be established by the City and may vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.
  - 3.13.2.1. While it may not be necessary for entity to procure and maintain insurance for the combined total of the minimum requirements of each Activity, entity shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as stipulated by the City.
- 3.13.3. All insurance, which Operator or Non-Commercial Lessee is required to carry and keep in full force and effect, shall name the City, individually and collectively, and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council as additional insured.
- 3.13.4. Liability policies shall contain, or be endorsed to contain, the following provisions.
  - 3.13.4.1. "City of Colorado Springs, individually and collectively, and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by Agent or the City of Colorado Springs."
  - 3.13.4.2. "Such insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to fully comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City of Colorado Springs, individually and collectively, and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- 3.13.5. Operator or Non-Commercial Lessee shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, by certified mail, return receipt requested, has been given to City.
- 3.13.6. Certificates of Insurance for the insurance coverages required by Regulatory Measures and set forth in these Minimum Standards for each Activity shall be delivered to the City upon execution of any Agreement, or when approval

- is given by the City to conduct any Activity at the Airport. Thereafter, Operator or Non-Commercial Lessee shall provide Certificates of Insurance to the City every 12 months. In addition, Operator or Non-Commercial Lessee shall furnish a Certificate of Insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.
- 3.13.7. The coverages and amounts stipulated herein for each Activity represent the minimum coverages and amounts that shall be maintained by Operator or Non-Commercial Lessee, at all times, to engage in Activities at the Airport. Operator or Non-Commercial Lessee is encouraged to secure higher amounts.
  - 3.13.8. Any self-insured Operator or Non-Commercial Lessee shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the City in the event of any claims or litigation arising out of the Activities at the Airport. Such evidence shall be reviewed and approved in writing by the City.
  - 3.13.9. Operator or Non-Commercial Lessee shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost) thereof against the perils of fire, lightning, wind, hail, earthquake, tornado, 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 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, in advance, by the City.
  - 3.13.10. Operator or Non-Commercial Lessee with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the City.
  - 3.13.11. Operator or Non-Commercial Lessee shall obtain from its insurer(s) a waiver of any subrogation the insurer(s) may have against City in connection with any loss or damage covered by the Operator's or Non-Commercial Lessee's insurance. Operator or Non-Commercial Lessee waives any rights of recovery against City for any loss or damage to the extent the same is required to be covered by Regulatory measures and/or set forth in these Minimum Standards.
  - 3.13.12. Operator or Non-Commercial Lessee shall take out and maintain Colorado Worker's Compensation Insurance for Operator or Non-Commercial Lessee and all employees of the Operator or Non-Commercial Lessee. The limit of such insurance coverage shall be in the amount required by state statute or the Worker's Compensation Act of Colorado. If any service is sublet by the Operator or Non-Commercial Lessee, Operator or Non-Commercial Lessee shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering any

obligations of Operator or Non-Commercial Lessee in accord with the provisions of the Worker's Compensation Act of Colorado. In addition, Operator or Non-Commercial Lessee shall take out and maintain Employer's Liability Insurance in an amount not less than \$500,000 for each accident for bodily injury by accident or disease.

- 3.13.13. On all policies except worker's compensation and employer's liability, Operator or Non-Commercial Lessee agrees that City is to be named as an additional insured. As certificate holder under such policy of policies or insurance and said policy or policies shall include the severability of interest "cross over" provision.
- 3.13.14. If any claim for damages is filed with Operator or Non-Commercial Lessee, or if any lawsuit is instituted against Operator or Non-Commercial Lessee, Operator or Non-Commercial Lessee shall give prompt and timely Notice thereof to City, provided that claims and lawsuits subject to such Notice are only those that arise out of or are in any way connected with Operator or Non-Commercial Lessee use of the Airport and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect City. Notice shall be deemed prompt and timely if given within 15 days following the date of receipt of a claim or 15 days following the date of service or process of a lawsuit. Accident or property damage claims in an amount less than \$5,000 shall be excluded from the requirements of this Section.
- 3.13.15. All coverage furnished by Permittee is primary, and any insurance held by the City is excess and non-contributory.
- 3.13.16. Operator or Non-Commercial Lessee and its employees voluntarily assumes all risk and liability for any damage or injury that may occur as a result of conducting Aeronautical Activities on Airport property, including any damage to Airport property or the property of others and hereby agrees to release, waive, and discharge the City (and the Airport), its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council from any and all liability or claims that may be sustained as a direct or indirect result of Operator's or Non-Commercial Lessee's Activities on Airport property.

### **3.14. Indemnification and Hold Harmless**

- 3.14.1. Indemnification: Operator or Non-Commercial Lessee shall keep and hold the City and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), claimed by anyone by reason of: (i) injury, death, or damage to persons or property; (ii) violations of any federal, state, county, or municipal laws, statutes, resolutions, or regulations; (iii) any environmental investigation, removal, remediation, and restoration costs of any environmental claim arising out of or resulting from use and occupancy of Leased Premises or use of the Airport including, but not limited to, any claim for violations or alleged violation of any environmental requirements,

electromagnetic or other radiation or non-aircraft noise, or exposure of any person to any Hazardous Material sustained in or about the Airport, as a proximate result of the acts or omissions of the Operator or Non-Commercial Lessee, its agents, servants, or employees, arising out of the operations of the Operator or Non-Commercial Lessee upon and about the Airport, excepting any liability as may result from the sole negligence of the City, its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council; provided, however, that upon filing of any claim with the City for damages arising out of incidents for which Operator or Non-Commercial Lessee agrees to hold City harmless, then and in that event the City will notify Operator or Non-Commercial Lessee of the claim and Operator or Non-Commercial Lessee will have the right to settle, compromise, or defend the claim. The indemnity provision set forth herein shall survive the expiration or early termination of any Agreement.

3.14.1.1. Operator or Non-Commercial Lessee will further use legal counsel reasonably acceptable to the City in carrying out Operator's or Non-Commercial Lessee's obligations. Any final judgment rendered against the City for any cause for which Operator is liable will be conclusive against Lessee as to liability and amount, where the time for appeal has expired. This indemnity provision will survive the expiration or early termination of any Agreement.

3.14.1.2. In the event a party indemnified hereunder is responsible, in part, 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 the State of Colorado's principles of comparative fault.

3.14.2. In the event of an environmental contaminating accident or incident caused by Operator or Non-Commercial Lessee, its employees, its vendors, its suppliers, its contractors, or any other entity associated with any Operator or Non-Commercial Lessee or any entity violates any environmental law, the following shall apply:

3.14.2.1. Operator, Non-Commercial Lessee, or entity shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council.

3.14.3. Nothing herein shall constitute a waiver of any protection available to the City, individually and collectively, and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council under the State of Colorado's governmental immunity act or similar statutory provision.

### **3.15. Taxes**

3.15.1. Operator, Non-Commercial Lessee, or Sublessee shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Leased Premises or Activities at the Airport.

**3.16. Multiple Categories**

- 3.16.1. When an Operator is engaging in Activities in more than one of the categories designated herein at the Airport, the minimum standards or requirements for the Operator shall be established by the City.
- 3.16.2. The minimum standards or requirements for the combined categories shall not be:
  - 3.16.2.1. less than the highest standard or requirement for each element (e.g., land, Hangar, office, shop, etc.) within the combined categories, or
  - 3.16.2.2. greater than the cumulative standards or requirements for all of the combined categories.

## **4. FULL SERVICE FIXED BASE OPERATOR (FSFBO)**

### **4.1. Introduction**

- 4.1.1. A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport: aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants; passenger, crew, and Aircraft ground services, support, and amenities; Aircraft parking, Hangar, office, and shop; Aircraft Maintenance (see Section 4.2.2.4.); and, two of the three following additional Activity categories: (1) Avionics Instruments Services; (2) Aircraft Rental Services and/or Flight Training Services; or, (3) Aircraft Management and/or Charter Services.
- 4.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each FSFBO at the Airport shall fully comply with the following minimum standards set forth in this section.

### **4.2. Scope of Activity**

- 4.2.1. Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FSFBO's Employees using the FSFBO's Aircraft, Vehicles, Equipment, and resources.
- 4.2.2. FSFBO's products and services shall include the following.
- 4.2.2.1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants.
- 4.2.2.1.1. FSFBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into all General Aviation Aircraft using the Airport.
- 4.2.2.1.2. FSFBO shall have the ability to deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into all Air Carrier and government (military) aircraft using the Airport.
- 4.2.2.1.3. FSFBO shall provide a response time of no more than 15 minutes from the time of the customers' request during required hours of activity except in circumstances and/or situations that are beyond the control of FSFBO.
- 4.2.2.1.4. FSFBO shall develop and maintain SOP for Aircraft Fueling and ground handling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321, AC 00-34A "Aircraft Ground Handling and Servicing", and applicable Regulatory Measures. FSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those relating to Fuel spills and fires. FSFBO's SOP shall be provided to the City upon request.

## FULL SERVICE FIXED BASE OPERATOR (FSFBO)

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- 4.2.2.2. Passenger, crew, and Aircraft ground services, support, and amenities.
  - 4.2.2.2.1. FSFBO shall meet, direct, and park all Aircraft arriving on FSFBO's owned, leased, or managed Apron with exception of Aircraft having a designated parking (Tiedown or Hangar) space.
  - 4.2.2.2.2. FSFBO shall provide courtesy transportation for passengers, crew, and baggage.
  - 4.2.2.2.3. FSFBO shall provide parking and Tiedown of Aircraft upon the FSFBO's owned, leased, or managed Apron.
  - 4.2.2.2.4. FSFBO shall provide Hangar storage of Aircraft upon the FSFBO's Leased Premises, to include in-out (Aircraft towing) service.
  - 4.2.2.2.5. FSFBO shall provide crew and passenger baggage handling and other related Aircraft arrival and departure services.
  - 4.2.2.2.6. FSFBO shall have the ability to provide Aircraft ground power service (AC and DC).
  - 4.2.2.2.7. FSFBO shall provide (directly or indirectly through arrangement – by agreement – with an authorized Operator) Aircraft deicing services.
  - 4.2.2.2.8. FSFBO shall provide lavatory services, potable water services, and basic Aircraft interior cleaning services
  - 4.2.2.2.9. FSFBO shall provide oxygen, nitrogen, and compressed air services.
  - 4.2.2.2.10. FSFBO shall be able to make crew and passenger ground transportation (e.g., Limousine, shuttle, rental car, etc.) and accommodation (e.g., hotel or motel) arrangements.
  - 4.2.2.2.11. FSFBO shall be able to make Aircraft catering arrangements.
- 4.2.2.3. Aircraft Storage
  - 4.2.2.3.1. FSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing (to the public) Aircraft storage facilities and associated office or shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
- 4.2.2.4. Aircraft Maintenance
  - 4.2.2.4.1. FSFBO shall provide Aircraft Maintenance in accordance with Section 6: Fixed Maintenance Services Operator or Section 7: Mobile Maintenance Services Operator of these Minimum Standards for Piston and Turboprop Aircraft.

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- 4.2.2.4.2. FSFBO shall provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.
- 4.2.2.4.3. FSFBO shall be able to provide Aircraft Line Maintenance for Air Carrier Aircraft utilizing the Airport.
- 4.2.2.4.4. FSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for Fixed Maintenance Services Operator (Section 6) or Mobile Maintenance Services Operator (Section 7) and operates at the Airport.
- 4.2.2.5. Additional Activities
  - 4.2.2.5.1. FSFBO shall engage in two of the three following additional Activities and shall fully comply with the minimum standards set forth in the selected Activity category, as follows: (1) Avionics Instruments Services Operator (Section 8); (2) Aircraft Rental Services Operator and/or Flight Training Services Operator (Section 9); or, (3) Aircraft Management Services Operator and/or Aircraft Charter Services Operator (Section 10).
  - 4.2.2.5.2. FSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category and operates at the Airport.

### **4.3. Leased Premises**

- 4.3.1. FSFBO shall have adequate land and improvements to accommodate all Activities of the FSFBO and all approved Sublessees, but not less than the following.
  - 4.3.1.1. Contiguous Land – eight acres (348,480 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 4.3.1.2. Apron – shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Director of Aviation), but shall not be less than 30% of leased area and shall be located immediately adjacent to FSFBO's primary facility.
  - 4.3.1.3. FSFBO facilities shall consist of the following.
    - 4.3.1.3.1. Terminal Building – 1,400 square feet  
Customer area shall include adequate space for customer and crew lounge(s), flight planning room, kitchen and vending, conference room, public use telephones, public restrooms, and a crew bathroom/shower and shall be consistent (in accordance) with Operator's Application.

Administrative area shall include adequate space for Employee offices, work areas, and storage and shall be consistent (in accordance) with Operator's Application.

FSFBO shall provide rental (leaseable) office space in accordance with Operator's Application.

4.3.1.3.2. Aircraft storage – 55,000 square feet of fully enclosed Hangar space consistent (in accordance) with Operator's Application.

4.3.1.3.3. Aircraft Maintenance

FSFBO shall fully comply with the requirements identified in Section 6: Fixed Maintenance Services Operator, Subsection 6.2.2: (unless Aircraft Maintenance is provided by arrangement with an authorized Operator).

#### **4.4. Fuel Storage**

4.4.1. FSFBO shall develop, own, and/or lease (and operate under the full and exclusive control of FSFBO) a Fuel storage facility located on the Leased Premises and in a location approved by the City.

4.4.2. In no event shall the total storage capacity be less than:

4.4.2.1. 12,000 gallons for Jet Fuel storage

4.4.2.2. 12,000 gallons for Avgas storage

4.4.2.3. FSFBO shall have adequate and proper storage for waste Fuel or test samples (or the capability to recycle same);

4.4.2.4. FSFBO shall have the appropriate space and financial capability (capacity) to expand its Fuel storage facility (to meet the reasonable demands of customers) within a reasonable period of time.

4.4.3. FSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.

4.4.4. Upon request, FSFBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for FSFBO's Fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations.

4.4.5. FSFBO shall be liable and shall defend, indemnify, save, protect, and hold harmless the City for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.

4.4.6. Fuel delivered, stored, or dispensed by FSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FSFBO.

- 4.4.7. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
- 4.4.7.1. National Fire Protection Association (NFPA) Codes;
  - 4.4.7.2. State of Colorado
  - 4.4.7.3. County of El Paso
  - 4.4.7.4. City of Colorado Springs
  - 4.4.7.5. 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and
  - 4.4.7.6. Applicable Advisory Circulars (ACs).

**4.5. Fueling Reports**

- 4.5.1. On or before the 10th calendar day of the subsequent month, FSFBO shall:
- (a) provide a summary report to the City identifying the number of gallons of aviation Fuel: (i) purchased by FSFBO by Fuel type) (ii) delivered to FSFBO’s Fuel storage facility by Fuel type, and (iii) dispensed to FSFBO customer Aircraft and/or dispensed by FSFBO at the Airport by customer type and (b) pay the appropriate fuel flowage fee or other fees due to the City at the Airport administrative offices.
- 4.5.2. Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FSFBO and the amount of Fuel dispensed by FSFBO, the greater amount shall prevail and the FSFBO shall promptly pay all additional fees due and owing the City at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**4.6. Fueling Vehicles and Equipment**

- 4.6.1. FSFBO shall have two Jet Fuel Refueling Vehicles with one having a capacity of at least 5,000 gallons.
- 4.6.2. FSFBO shall have two Avgas Refueling Vehicles with both having a capacity of at least 750 gallons.
- 4.6.2.1. A fixed Avgas Self-Service Fueling system can be substituted for an Avgas Refueling Vehicle. If so, the location and capacity of the system shall be approved by the City. In addition, the system shall: (a) be available and maintained by FSFBO for public Commercial use, (b) have adequate lighting and signage, and (c) have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.
  - 4.6.2.2. FSFBO may have only one Avgas Refueling Vehicle if FSFBO has a written agreement with another (separate) FSFBO at the Airport to provide Avgas Fueling services at times when the FSFBO’s Refueling Vehicle is unavailable (out-of-service). A copy of such agreement must be provided to the City.

- 4.6.3. Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles shall be bottom loaded.
- 4.6.4. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 4.6.4.1. National Fire Protection Association (NFPA) Codes;
  - 4.6.4.2. State of Colorado
  - 4.6.4.3. County of El Paso
  - 4.6.4.4. City of Colorado Springs
  - 4.6.4.5. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
  - 4.6.4.6. Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

**4.7. Other Vehicles and Equipment**

- 4.7.1. FSFBO shall own (or be able to use through arrangement – by agreement – with an authorized Operator) the following ground support Equipment:
  - 4.7.1.1. one Apron Vehicle to provide transportation of customers and baggage on the Apron and serve as a follow-me Vehicle
  - 4.7.1.2. one Courtesy Vehicle (in addition to the Apron Vehicle), which is capable of accommodating seven passengers, to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area resorts, hotels, and restaurants
  - 4.7.1.3. one crew car (in addition to the Apron Vehicle and the Courtesy Vehicle) for use by crews utilizing the FSFBO
  - 4.7.1.4. adequate wheel chocks for Aircraft parking in open Apron areas and Equipment for securing Aircraft
    - 4.7.1.4.1. For Aircraft Tiedowns, FSFBO shall have ropes, chains, and/or other types of Aircraft restraining devices which are required to safely secure Aircraft as described in AC 20-35C.
  - 4.7.1.5. two Aircraft towing Vehicles (and tow bars/heads) with at least one Aircraft towing Vehicle having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport
  - 4.7.1.6. one ground power unit capable of providing electricity to direct current (DC) powered Aircraft
  - 4.7.1.7. one air stair unit, one baggage belt unit, and one deicing unit
  - 4.7.1.8. one lavatory service cart and one potable water unit
  - 4.7.1.9. one oxygen cart, one nitrogen cart, and one compressed air unit



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- 4.7.1.10. spill kits including one mobile unit per contiguous Apron area (owned, leased, and/or managed by the FSFBO) with the necessary Equipment and materials to contain a Fuel spill and restrict it from flowing into drains or other areas
- 4.7.1.11. adequate number of approved and inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and Equipment
- 4.7.2. FSFBO shall fully comply with the requirements set forth in Section 6: Fixed Maintenance Services Operator, Subsection 6.5: Equipment (unless Aircraft Maintenance is provided by arrangement with an authorized Operator).

### **4.8. Hours of Activity**

- 4.8.1. Aircraft Fueling, parking, and passenger, crew, and Aircraft ground services, support, and amenities shall be continuously offered and available to meet reasonable demands of customers for this Activity between the hours of 6:00 a.m. and 10:00 p.m., 7 days a week including holidays.
  - 4.8.1.1. These services shall be available all other times (after hours), on-call, with response time not to exceed one hour.
- 4.8.2. FSFBO shall fully comply with the requirements identified in Section 3: General Requirements, Subsection 3.11: Hours of Activity .
- 4.8.3. FSFBO shall fully comply with the Hours of Activity requirements for the additional Activity categories selected by FSFBO, as set forth in the selected Activity categories.

### **4.9. Employees**

- 4.9.1. Employees, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FSFBO and the employee and shall be clean, neat, professional, and properly maintained at all times.
  - 4.9.1.1. Management and administrative employees shall not be required to be uniformed.
- 4.9.2. FSFBO shall have at least two properly trained and qualified line service technicians (FSFBO Employees), on each shift to provide Aircraft Fueling, parking, and ground services and support.
  - 4.9.2.1. In accordance with 14 CFR, Part 139, Airport Certification, Section 139.321, at least one supervisory line service technician (FSFBO Employee) shall be trained using an FAA approved fire safety program and that Employee shall train all other line service technicians.
- 4.9.3. FSFBO shall have at least one properly trained and qualified customer service representative (FSFBO Employee), on each shift to provide customer service and support.
  - 4.9.3.1. A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off-premises.



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4.9.4. FSFBO shall employ at least one properly trained and qualified A&P Mechanic as an Employee who shall be available during the required hours of activity (unless Aircraft Maintenance is provided by arrangement with an authorized Operator).

### **4.10. Licenses and Certification**

4.10.1. FSFBO shall fully comply with the requirements identified in Section 3: General Requirements, Subsection 3.8: Licenses and Certification (unless Aircraft Maintenance is provided by arrangement with an authorized Operator).

### **4.11. Aircraft Removal**

4.11.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, FSFBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the City or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport. FSFBO shall prepare an Aircraft removal plan or approved arrangement with another entity at the Airport and have the Equipment Readily Available that is necessary to remove up to and including Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.

## **5. LIMITED SERVICE FIXED BASE OPERATOR (LSFBO)**

### **5.1. Introduction**

5.1.1. A Limited Service Fixed Base Operator (LSFBO) is a Commercial Operator engaged in the sale of aviation Fuels (Jet Fuel and Avgas) to Aircraft Operators on the Operator's Leased Premises only; the renting or subleasing of Aircraft parking, Hangar, office, and shop space only; and, two of the following three additional Activity categories: (1) Avionics Instruments Services; (2) Aircraft Rental Services and/or Flight Training Services; or, (3) Aircraft Management and/or Charter Services.

5.1.1.1. A LSFBO does not (and may not) engage in any other type of fueling activity at the Airport or provide any type of passenger, crew, and/or Aircraft ground services and/or support to Aircraft Operators.

5.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each LSFBO at the Airport shall fully comply with the following minimum standards set forth in this section.

### **5.2. Scope of Activity**

5.2.1. Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by LSFBO's Employees using the LSFBO's Aircraft, Vehicles, Equipment, and resources.

5.2.2. LSFBO's products and services shall include the following.

5.2.2.1. Aviation Fuels (Jet Fuel and Avgas).

5.2.2.1.1. LSFBO shall only sell Fuel to (and Fuel shall only be obtained by) the public through a fixed self-service fueling station only.

5.2.2.1.2. LSFBO shall develop and maintain SOP for Aircraft Fueling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321 and applicable Regulatory Measures. LSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those relating to Fuel spills and fires. LSFBO's SOP shall be provided to the City upon request.

5.2.2.2. Aircraft Storage

5.2.2.2.1. LSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing (to the public) Aircraft parking and storage shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.

5.2.2.3. Additional Aeronautical Activities

5.2.2.3.1. LSFBO shall engage in two of the three following additional Activities and shall fully comply with the minimum standards set forth in the selected Activity

categories, as follows: (1) Avionics Instruments Services Operator (Section 8); (2) Aircraft Rental Services Operator and/or Flight Training Services Operator (Section 9); or, (3) Aircraft Management Services Operator and/or Aircraft Charter Services Operator (Section 10).

- 5.2.2.3.2. LSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category and operates at the Airport.

### **5.3. Leased Premises**

5.3.1. LSFBO shall have adequate land and improvements to accommodate all Activities of the LSFBO and all approved Sublessees, but not less than the following.

- 5.3.1.1. Contiguous Land – eight acres (348,480 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.

- 5.3.1.2. Apron – shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Director of Aviation) and shall be located immediately adjacent to LSFBO's primary facility.

- 5.3.1.3. LSFBO facilities shall consist of the following.

- 5.3.1.3.1. Terminal Building – 1,400 square feet  
Customer area shall be consistent (in accordance) with Operator's Application.

Administrative area shall include adequate space for Employee offices, work areas, and storage and shall be consistent (in accordance) with Operator's Application.

LSFBO shall provide rental (leaseable) office space in accordance with Operator's Application.

- 5.3.1.3.2. Aircraft storage – 105,000 square feet of fully enclosed Hangar space consistent (in accordance) with Operator's Application.

### **5.4. Fuel Storage**

5.4.1. LSFBO shall develop, own, and/or lease a Fuel storage facility located on the Leased Premises and in a location approved by the City.

5.4.2. In no event shall the total storage capacity be less than:

- 5.4.2.1. 12,000 gallons for Jet Fuel storage

- 5.4.2.2. 12,000 gallons for Avgas storage

- 5.4.2.3. LSFBO shall have adequate and proper storage for waste Fuel or test samples (or the capability to recycle same);

- 5.4.2.4. LSFBO shall have the appropriate space and financial capability (capacity) to expand its Fuel storage facility (to meet the reasonable demands of customers) within a reasonable period of time.
- 5.4.3. LSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- 5.4.4. Upon request, LSFBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for LSFBO's Fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations.
- 5.4.5. LSFBO shall be liable and shall defend, indemnify, save, protect, and hold harmless the City for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
- 5.4.6. Fuel delivered, stored, or dispensed by LSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of LSFBO.
- 5.4.7. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 5.4.7.1. National Fire Protection Association (NFPA) Codes;
  - 5.4.7.2. State of Colorado
  - 5.4.7.3. County of El Paso
  - 5.4.7.4. City of Colorado Springs
  - 5.4.7.5. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
  - 5.4.7.6. Applicable Advisory Circulars (ACs).

**5.5. Fueling Reports**

- 5.5.1. On or before the 10th calendar day of the subsequent month, LSFBO shall:
  - (a) provide a summary report to the City identifying the number of gallons of aviation Fuel: (i) purchased by LSFBO by Fuel type) (ii) delivered to LSFBO's Fuel storage facility by Fuel type, and (iii) dispensed to LSFBO customer Aircraft and/or dispensed by LSFBO at the Airport by customer type and (b) pay the appropriate fuel flowage fee or other fees due to the City at the Airport administrative offices.
- 5.5.2. Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to LSFBO and the amount of Fuel dispensed by LSFBO, the greater amount shall prevail and the LSFBO shall promptly pay all additional fees due and owing the City at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**5.6. Fueling Equipment**

- 5.6.1. LSFBO shall have a fixed Jet Fuel and Avgas Self-Service Fueling system. The location and capacity of the system shall be approved by the City. In addition, the system shall: (a) be available and maintained by LSFBO for public Commercial use, (b) have adequate lighting and signage, and (c) have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.
- 5.6.2. The system shall be equipped with metering devices that meet all applicable Regulatory Measures.
- 5.6.3. All Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 5.6.3.1. National Fire Protection Association (NFPA) Codes;
  - 5.6.3.2. State of Colorado
  - 5.6.3.3. County of El Paso
  - 5.6.3.4. City of Colorado Springs
  - 5.6.3.5. 14 CFR, Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
  - 5.6.3.6. Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

**5.7. Hours of Activity**

- 5.7.1. The Self-Service Fueling system and Aircraft parking and Hangar areas/spaces shall be available for use (and readily accessible by customers who have made prior arrangements with Operator) 24 hours a day, 7 days a week including holidays.
- 5.7.2. LSFBO shall fully comply with the Hours of Activity requirements for the additional Activity categories selected by LSFBO, as set forth in the selected Activity categories.

**5.8. Employees**

- 5.8.1. Employees, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed.
  - 5.8.1.1. Management and administrative employees shall not be required to be uniformed.

**6. FIXED MAINTENANCE SERVICES OPERATOR (FMSO)**

**6.1. Introduction**

6.1.1. A Fixed Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

6.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**6.2. Leased Premises**

6.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.

6.2.2. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.

6.2.2.1. Facilities shall include customer/administrative, shop, and Hangar areas.

6.2.2.1.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage.

6.2.2.1.2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.

6.2.2.1.3. Hangar area shall be able to accommodate the largest aircraft being serviced.

**6.3. Employees**

6.3.1. Operator shall employ at least one A & P Mechanic as an Employee who shall be available during the required hours of activity.

6.3.1.1. An A & P Mechanic shall fulfill the responsibilities of a customer service representative.

6.3.2. If Operator is providing annual or phase inspections, the A & P Mechanic shall have Inspection Authorization (IA).

**6.4. Vehicles and Equipment**

6.4.1. Operator shall have the Vehicles, Equipment, and supplies (and availability of parts) required to properly service customer Aircraft.

**7. MOBILE MAINTENANCE SERVICES OPERATOR (MMSO)**

**7.1. Introduction**

7.1.1. A Mobile Maintenance Services Operator is a Commercial Operator that does not lease or sublease land or Improvements at the Airport and is engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport, subject to the following limitations.

7.1.1.1. Limitations

7.1.1.1.1. Operator may only provide Aircraft Maintenance to Based Aircraft unless an FSFBO, LSFBO, or FMS located at the Airport requests that Operator provide Aircraft Maintenance to Transient Aircraft.

7.1.1.1.2. Operator shall not solicit Transient Aircraft for any reason.

7.1.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements (excluding Section 3.5. Leased Premises, 3.6. Facility Maintenance, and Section 3.11. Hours of Activity and any other requirements pertaining to leasing or subleasing land or Improvements at the Airport), each Operator shall fully comply with the following minimum standards set forth in this section.

**7.2. Location**

7.2.1. Operator shall only provide Aircraft Maintenance on the Leased Premises of the requesting Lessee and then, only in the location specifically designated and/or approved by the requesting Lessee.

7.2.1.1. The location designated and/or approved (including any Improvements situated thereon) must meet applicable Regulatory Measures for the type of Aircraft Maintenance being provided.

**7.3. Employees**

7.3.1. Operator shall employ at least one A & P Mechanic.

7.3.2. If Operator is providing annual or phase inspections, the A & P Mechanic shall have Inspection Authorization (IA).

**7.4. Vehicles and Equipment**

7.4.1. Operator shall have the Vehicles, Equipment, and supplies (and availability of parts) required to properly service customer Aircraft.

**8. AVIONICS INSTRUMENTS SERVICES OPERATOR (AISO)**

**8.1. Introduction**

8.1.1. An Avionics Instruments Services Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

8.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**8.2. Leased Premises**

8.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.

8.2.1.1. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.

8.2.1.2. Facilities shall include customer/administrative and shop.

8.2.1.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage.

8.2.1.2.2. Shop area shall include dedicated space for Employee work areas and storage for Aircraft parts, accessories, related components, and equipment.

8.2.1.3. If Operator is performing services beyond benchwork, facilities shall include Hangar area.

8.2.1.3.1. Hangar area shall be able to accommodate the largest aircraft being serviced.

**8.3. Employees**

8.3.1. Operator shall employ at least one technician as an Employee who shall be available during required hours of activity.

**8.4. Vehicles and Equipment**

8.4.1. Operator shall have the Vehicles, Equipment, and supplies (and availability of parts) required for certification by the FAA as a Repair Station under 14 CFR Part 145.



## AIRCRAFT RENTAL SERVICES OPERATOR (ARSO) OR FLIGHT TRAINING SERVICES OPERATOR (FTSO)

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### 9. AIRCRAFT RENTAL SERVICES OPERATOR (ARSO) OR FLIGHT TRAINING SERVICES OPERATOR (FTSO)

#### 9.1. *Introduction*

- 9.1.1. An Aircraft Rental Services Operator is a Commercial Operator engaged in the rental of Aircraft to the public at (on) the Airport. An Aircraft Rental Services Operator may provide Flight Training Services as well, but is not required to do so.
- 9.1.2. A Flight Training Services Operator is a Commercial Operator engaged in providing flight instruction to the public at (on) the Airport. A Flight Training Services Operator may provide Aircraft Rental Services as well, but is not required to do so.
  - 9.1.2.1. A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.
- 9.1.3. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

#### 9.2. *Leased Premises*

- 9.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
  - 9.2.1.1. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.
  - 9.2.1.2. Facilities shall include customer/administrative areas.
    - 9.2.1.2.1. Customer/administrative area (for a Aircraft Rental Services Operator) shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage.
    - 9.2.1.2.2. Customer/administrative area (for a Flight Training Services Operator) shall be a minimum of 1,000 square feet and shall include dedicated space for class/training rooms, customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage.
  - 9.2.1.3. If Operator conducts Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control) of Operator, additional facilities (e.g., Hangar, office, shop, etc.), which shall be consistent (in accordance) with Operator's Application, shall be required.



## AIRCRAFT RENTAL SERVICES OPERATOR (ARSO) OR FLIGHT TRAINING SERVICES OPERATOR (FTSO)

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9.2.1.4. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for a Fixed Maintenance Services or Mobile Maintenance Services Operator.

### **9.3. Licenses and Certifications**

9.3.1. Flight Training Services Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction through commercial pilot and instrument rating.

### **9.4. Employees**

9.4.1. Operator shall employ at least two flight instructors and one customer service representative as Employees who shall be available during required hours of activity.

9.4.1.1. A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-premises.

### **9.5. Aircraft and Equipment**

9.5.1. Operator shall have at least two properly certified and airworthy Aircraft available for rental or use in Flight Training, as applicable. All Aircraft available for rental or use in Flight Training shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

9.5.1.1. At least one Aircraft shall be equipped for and fully capable of flight under instrument conditions.

9.5.2. Flight Training Services Operator shall have at least one Multi-Engine aircraft in addition to the Aircraft required in Section 9.5.1.

9.5.3. Flight Training Services Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

### **9.6. Hours of Activity**

9.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity six days a week, eight hours a day.

9.6.2. Operator services shall be available all other times (after hours) by prior (advance) arrangement.

### **9.7. Insurance Disclosure Requirement**

9.7.1. Any Operator engaging in Aircraft Rental Services or Flight Training Services shall post a notice (and incorporate within the rental and instruction agreements) identifying the insurance coverages 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 City.



## AIRCRAFT MANAGEMENT SERVICES OPERATOR (AMSO) AIRCRAFT CHARTER SERVICES OPERATOR (ACSO)

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### 10. AIRCRAFT MANAGEMENT SERVICES OPERATOR (AMSO) OR AIRCRAFT CHARTER SERVICES OPERATOR (ACSO)

#### 10.1. *Introduction*

- 10.1.1. An Aircraft Management Services 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 public on the Airport.
- 10.1.2. An Aircraft Charter Services Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) on the Airport.
- 10.1.3. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

#### 10.2. *Leased Premises*

- 10.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
  - 10.2.1.1. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.
  - 10.2.1.2. Facilities shall include customer/administrative areas.
    - 10.2.1.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage.
  - 10.2.1.3. If Operator conducts Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control) of Operator, additional facilities (e.g., Hangar, office, shop, etc.), which shall be consistent (in accordance) with Operator's Application, shall be required.
  - 10.2.1.4. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for a Fixed Maintenance Services or Mobile Maintenance Services Operator.

#### 10.3. *Licenses and Certifications*

- 10.3.1. Aircraft Charter Operators shall have and provide copies to the City 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/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the City within three business days.

#### 10.4. *Employees*

- 10.4.1. Operator shall employ the number of Employees required to fully comply with applicable Regulatory Measures.



## **AIRCRAFT MANAGEMENT SERVICES OPERATOR (AMSO) AIRCRAFT CHARTER SERVICES OPERATOR (ACSO)**

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10.4.1.1. Such Employees shall be available during the required hours of activity.

10.4.2. For an Aircraft Charter Services Operator, commercial pilot shall fulfill the responsibilities of a customer service representative.

### **10.5. Aircraft and Equipment**

10.5.1. Aircraft Charter Services Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft which shall be equipped for and fully capable of flight under instrument conditions.

### **10.6. Hours of Activity**

10.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.

10.6.1.1. Operator shall be able to initiate a flight within four hours of a prospective customer's inquiry — notwithstanding circumstances beyond Operator's control.



**11. AIRCRAFT STORAGE SERVICES OPERATOR (ASTO)**

**11.1. Introduction**

11.1.1. An Aircraft Storage Services Operator is a Commercial Operator that owns (or leases) an Aircraft storage facility and/or associated office or shop space on the Airport and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

11.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each Aircraft Storage Services Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**11.2. Leased Premises**

11.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).

11.2.1.1. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.

11.2.1.2. Facilities shall include Aircraft storage which shall be a minimum of 10,000 square feet of fully enclosed Hangar space.

**11.3. Hours of Activity**

11.3.1. Operator shall ensure that facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.

## **12. OTHER AERONAUTICAL SERVICES OPERATOR (OASO)**

### **12.1. Introduction**

12.1.1. This section pertains to other Aeronautical services operators engaging in limited Aircraft services and support Activities, miscellaneous Commercial services and support Activities, or air services for hire Activities.

12.1.1.1. **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related Aircraft services and support Activities.

12.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground instruction, simulator training, scheduling and dispatching, or any other related (miscellaneous) Commercial services and support Activities.

12.1.1.3. **Other Air Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

12.1.2. In addition to fully complying with the requirements set forth in Section 3: General Requirements, each of the SASOs described in Section 12.1.1. at the Airport shall fully comply with the following minimum standards set forth in this section.

### **12.2. Leased Premises**

12.2.1. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the City, to accommodate all Activities of Operator and all approved Sublessee(s).

12.2.1.1. Contiguous Land and facility requirements shall be consistent (in accordance) with Operator's Application.

12.2.1.2. Facilities shall include customer/administrative areas.

12.2.1.2.1. Customer/administrative area shall include dedicated space for customer lounge, public use telephone, restrooms, Employee offices, work areas, and storage. Some Activities may require class/training rooms as well.

### **12.3. Employees**

12.3.1. Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

### **12.4. Aircraft, Vehicles, and Equipment**

12.4.1. Operator shall have, either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.



## OTHER AERONAUTICAL SERVICES OPERATOR (OASO)

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12.4.2. Operator shall have sufficient materials and/or supplies available to support the Activity.

### **12.5. Hours of Activity**

12.5.1. Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Activities at comparable airports in like markets.

12.5.2. Operator's services shall be available to meet the reasonable demands of customers for the Activity.

### **13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (TSASO)**

#### **13.1. Introduction**

13.1.1. The City recognizes that Aircraft Operators using the Airport may, from time to time, have specialized service requirements (e.g., Flight Training, etc.). When specialized service is required, but is not available at the Airport through existing Operators due to the specialized nature of the service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the City may allow an Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

13.1.1.1. Aircraft Operator shall initialize the process by informing the City about the specialized services desired, the timeframe for the execution of said services, and the Temporary Specialized Aviation Service Operator to provide such services.

13.1.1.2. Aircraft Operator shall be responsible for assuring that the Temporary Specialized Aviation Service Operator complies with all Regulatory Measures while at the Airport.

13.1.2. In addition to fully complying with the applicable requirements set forth in Section 3: General Requirements (excluding Section 3.11., Hours of Activity), each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this section.

#### **13.2. Scope of Activity**

13.2.1. Temporary Specialized Aviation Service Operator shall conduct Activity on the Leased Premises of the Aircraft Operator in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable services and/or engaging in similar Activities at comparable airports in like markets.

#### **13.3. General Aviation Operator and Lessee Permit**

13.3.1. Prior to engaging in Activity at the Airport, Temporary Specialized Aviation Service Operator must obtain a General Aviation Operator Permit from the City for a specific period of time (typically no more than 30 calendar days).

13.3.1.1. Renewal shall be subject to the Temporary Specialized Aviation Service Operator's compliance with all terms and conditions of the approved General Aviation Operator Permit.

13.3.2. Temporary Specialized Aviation Service Operator shall fully comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved General Aviation Operator Permit.

13.3.3. Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the City prior to Operator engaging in Activities on the Airport.

**14. GENERAL AVIATION OPERATOR PERMIT**

**14.1. Introduction**

14.1.1. In accordance with City Charter 10-100, License or Temporary Permits, and Code 14.1.204, Use of Airport Facilities; Permit Required, any entity engaging in a Commercial Aeronautical Activity at the Airport (including an existing Operator with an existing Agreement) shall have a General Aviation Operator Permit.

14.1.1.1. A General Aviation Operator Permit is not required for any entity engaging in a Non-Commercial Aeronautical Activity at the Airport.

14.1.1.1.1. Such entities shall fully comply with all terms and conditions of any Agreement with the City and all applicable Regulatory Measures.

**14.2. Approved General Aviation Operator Permit**

14.2.1. The General Aviation Operator Permit will be valid for the time period indicated in the General Aviation Operator Permit as long as Operator meets the following requirements.

14.2.1.1. The information submitted by Operator is and remains current. Operator shall notify the City in writing within 15 business days of any change to the information submitted by Operator.

14.2.1.2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the General Aviation Operator Permit.

14.2.2. The General Aviation Operator Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the General Aviation Operator Permit.

14.2.3. For a new Operator or existing Operator with an existing Agreement who is desirous of changing or expanding its scope of activities, the General Aviation Operator Permit shall be incorporated by reference into such Operators' Agreement. The breach of any portion of the General Aviation Operator Permit by such Operator, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the General Aviation Operator Permit and/or the Agreement.

**14.3. Application**

14.3.1. New Operator

14.3.1.1. With exception of an existing Operator with an existing Agreement who is not desirous of changing or expanding its scope of activities, any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and submit the Application to the City and obtain a General Aviation Operator Permit from the City prior to engaging in the desired Activity(ies) at the Airport.

- 14.3.1.2. Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the City in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience; past and current financial performance, condition, and capability (as evidenced by historical and current financial statements); references; etc.
  - 14.3.1.3. No Application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the City to make a meaningful assessment of Applicant's prospective operation and determine whether or not the Applicant's prospective operation will comply with all applicable Regulatory Measures, including but not limited to, Section 2.23. of these Minimum Standards, Possible Grounds for Rejecting Application, and be compatible with the Airport's Master Plan, Airport Layout Plan, and/or Land Use Plan.
  - 14.3.1.4. Following review and approval by the City and subject to the Applicant fully complying with all requirements, a General Aviation Operator Permit will be issued by the City.
- 14.3.2. Existing Operator with an Existing Agreement
- 14.3.2.1. No Change in Scope of Activities
    - 14.3.2.1.1. An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that such Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Regulatory Measures.
  - 14.3.2.2. Change in Scope of Activities
    - 14.3.2.2.1. Prior to engaging in any new Activity not permitted under an existing Agreement or General Aviation Operator Permit or changing or expanding the scope of Activities permitted under an existing Agreement or General Aviation Operator Permit, Operator shall complete and submit an Application to, and receive a General Aviation Operator Permit from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or General Aviation Operator Permit.

## **15. SELF-FUELING ACTIVITIES**

### **15.1. Introduction**

15.1.1. This section sets forth the standards prerequisite to an entity desirous of engaging in Self-Fueling activities at the Airport. Any entity engaging in Self-Fueling activities shall also be required to fully comply with all applicable Regulatory Measures. Self-Fueling is defined in Section 2. Definitions and Acronyms as “The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner’s Employee(s) using the Aircraft Owner’s Vehicle, Equipment, and resources.”

15.1.1.1. An FSFBO/LSFBO who has an Agreement and a General Aviation Operator Permit with the City granting the FSFBO/LSFBO the right to perform Commercial Fueling at the Airport is not required to apply for a General Aviation Self-Fueling Permit (Self-Fueling Permit).

15.1.2. In addition to fully complying with the applicable requirements set forth in Section 3: General Requirements, each entity engaging in Self-Fueling activities at the Airport shall fully comply with the following minimum standards set forth in this section.

### **15.2. Permit/Approval**

15.2.1. No entity shall engage in Self-Fueling activities unless a valid Self-Fueling Permit authorizing such activity has been obtained from the City. Such entities shall herein be referred to as Self-Fueling Permittees.

15.2.2. The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee’s obligations with respect to these Self-Fueling standards, which shall be included in the Self-Fueling Permit by reference.

15.2.3. Prior to issuance and subsequently upon request of the Director of Aviation, Self-Fueling Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control) and Fueled by Self-Fueling Permittee . The Director of Aviation will determine if a lease or operating agreement demonstrates if the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

15.2.4. Prior to issuance and subsequently upon request of the City, Self-Fueling Permittee shall provide evidence of ownership or lease of the Fuel Storage Facility and/or Fueling Equipment being operated (under the full and exclusive control) of the Self-Fueling Permittee.

### **15.3. Fueling Reports**

15.3.1. On or before the 10th calendar day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the City identifying the number of gallons of aviation Fuel: (i) purchased by Self-Fueling Permittee by Fuel type, (ii) delivered to Self-Fueling Permittee’s Fuel storage facility by Fuel type, and (iii) dispensed to Self-Fueling Permittee’s Aircraft at the Airport and (b) pay the same fuel flowage fee (paid by FSFBOs and LSFBOs) due to the City at the Airport administrative office.

15.3.2. Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between

the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee's Aircraft and/or dispensed by Self-Fueling Permittee, the greater amount shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the City at the Airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

#### **15.4. Fuel Storage**

- 15.4.1. Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
  - 15.4.1.1. through an authorized FSFBO/LSFBO at the Airport or
  - 15.4.1.2. in a designated Fuel storage area specified and approved by the City and Agencies having jurisdiction.
    - 15.4.1.2.1. Entities authorized by the City shall lease land and construct or install a Fuel storage facility in a location approved by the City.
    - 15.4.1.2.2. In no event shall the total storage capacity be less than 12,000 gallons (or greater than 20,000 gallons) for each type of Fuel.
    - 15.4.1.2.3. When a Self-Fueling Permittee's (or, in the case of a Co-op Fueling Association, as described in Section 15.8, when the Association's members/shareholders aggregate) annual volumes are in excess of 12,000 gallons for each type of Fuel, a Fuel Storage facility may be constructed or installed on the Self-Fueling Permittee's (or the associated master hangar development's) Leased Premises, subject to the City's approval.
    - 15.4.1.2.4. In the case of a Co-op Fueling Association, as described in Section 15.8, the Aircraft make, model, and FAA N-number shall be identified in the listing of the Association's members/shareholders and the listing shall be provided to the City upon request.
- 15.4.2. Self-Fueling Permittee shall have adequate and proper storage for waste Fuel or test samples (or the capability to recycle same);
- 15.4.3. Self-Fueling Permittee shall be liable and shall defend, indemnify, save, protect, and hold harmless the City for all leaks, spills, or other damage that may result through the handling, storage, and dispensing of Fuel.
- 15.4.4. Fuel delivered/dispensed by Self-Fueling Permittee shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Self-Fueling Permittee.
- 15.4.5. Prior to engaging in Self-Fueling which includes transporting Fuel onto the Airport, Self-Fueling Permittee shall provide the City with a written SPCC Plan that meets all applicable Regulatory Measures for Fuel storage facilities and Self-Fueling Permittee's Activities. An updated copy of the SPCC Plan

shall be filed with the City at least 30 calendar days prior to any planned change in operations.

### **15.5. Fueling Equipment**

- 15.5.1. If Self-Fueling Permittee's Fuel storage facility is located on a non-contiguous Leased Premises (in a designated Fuel storage area), Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed.
  - 15.5.1.1. Avgas Refueling Vehicle shall have a minimum capacity of 750 gallons and a maximum capacity of 1,500 gallons.
  - 15.5.1.2. Jet Refueling Vehicle shall have a minimum capacity of 2,000 gallons and maximum capacity of 3,000 gallons.
  - 15.5.1.3. Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. All Refueling Vehicles shall be capable of bottom loading.
  - 15.5.1.4. Refueling Vehicles and all fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including without limitation, those prescribed in Section 4.6.4. of these Minimum Standards.
  - 15.5.1.5. In the case of a Co-op Fueling Association (as described in Section 15.8), the Aircraft make, model, and FAA N-number shall be identified in the listing of the Association's members/shareholders and the listing shall be provided to the City upon request.
- 15.5.2. Self-Fueling Permittee shall develop and maintain SOP for Aircraft Fueling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321, AC 00-34A, entitled "Aircraft Ground Handling and Servicing", and applicable Regulatory Measures. Self-Fueling Permittee's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those relating to Fuel spills and fires. Self-Fueling Permittee's SOP shall be provided to the City upon request.

### **15.6. Limitations**

- 15.6.1. Self-Fueling Permittee shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (under the full and exclusive control of) Self-Fueling Permittee (or members/shareholders). Any such selling or dispensing shall be grounds for immediate revocation of the Self-Fueling Permit by the City.
  - 15.6.1.1. Revocation upon first violation will be for a period of one year.
  - 15.6.1.2. Revocation upon second violation will be for a period of five years
  - 15.6.1.3. Revocation upon a third violation shall be permanent.

### **15.7. Emergency Public Service**

- 15.7.1. Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 15.4.1. Further, these entities are not required to meet the minimum standards identified in Sections 15.5.1.

and Section 15.5.2. unless Fuel is being delivered to Aircraft by Refueling Vehicles.

- 15.7.2. Storage and delivery of Fuel for Aircraft operated by Emergency Public Service entities must be approved, in advance, by the City.
- 15.7.3. All other minimum standards identified in this Section 15 must be adhered to by the entity providing Emergency Public Service.

**15.8. Co-op Fueling Association**

- 15.8.1. In conjunction with a master hangar development located at the Airport, an Association may develop, own, and/or lease (and operate under the full and exclusive control of the Association) a Co-op Fuel storage facility in a location approved by the City and/or Co-op Fueling Equipment.
  - 15.8.1.1. Only members/shareholders of the Association who own a hangar in the master hangar development may utilize the Association's Co-op Fuel storage facility and/or Co-op Fueling Equipment.
  - 15.8.1.2. All members/shareholders of the Association shall be declared to the City at the time the Application for the Association is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership in the Association (as required herein) as may be requested by the City from time to time. One individual shall be appointed to represent the Association.
  - 15.8.1.3. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with the Airport's Minimum Standards Program and applicable Regulatory Measures.
  - 15.8.1.4. Each member/shareholder of the Association shall provide appropriate written confirmation of member or shareholder status upon request of the City.
- 15.8.2. The Association shall keep on file and available for review by the City or its designated representative:
  - 15.8.2.1. a complete list that identifies all (past and present) members/shareholders of the Association (provides full names, addresses, and contract information), the investment share held by each member/shareholder, the date membership began and ended, and the aircraft (provide make, model, and FAA N-number) owned, leased, and/or operated by (under the full and exclusive control of) each member/shareholder.
  - 15.8.2.2. articles of incorporation, copies of bylaws, rules/regulations, membership/shareholder agreements, and the location and address of the Association's registered office,
  - 15.8.2.3. roster of all officers and directors including home and business addresses and contact information.



# ATTACHMENT A MINIMUM INSURANCE REQUIREMENTS

## 16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Full Service Fixed Base Operator (FSFBO)	Limited Service Fixed Base Operator (LSFBO)	Fixed Maintenance Services Operator (FMSO)	Mobile Maintenance Services Operator (MMSO) *	Avionics Instruments Services Operator (AISO)	Aircraft Rental Services Operator (ARSO) Flight Training Services Operator (FTSO)	Aircraft Management Services Operator (AIMSO) Aircraft Charter Services Operator (ACSO)	Aircraft Storage Services Operator (AST)	Other Aeronautical Services Operator (OASO)	Temporary Specialized Aviation Service Operator (TSASO)	Non-Commercial Lessee	Self-Fueling Activities
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>												
Each Occurrence	\$2,000,000 Premises, Products, and Completed Operations	\$1,000,000 Premises, Products, and Completed Operations	\$1,000,000 Premises, Products, and Completed Operations	\$1,000,000 Premises, Products, and Completed Operations	\$1,000,000 Premises, Products, and Completed Operations	\$1,000,000 Premises	\$1,000,000 Premises	\$1,000,000 Premises	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence)</b>												
Non-Movement Area - Within Leased Premises	\$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
Movement Area or Non-Movement Area - Outside Leased Premises	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
<b>HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated)</b>												
SE Piston	Each Aircraft	\$500,000	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Group I	Each Occurrence	\$1,000,000	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
ME Piston	Each Aircraft	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Group I	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
Turboprop	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	\$1,000,000	\$1,000,000	\$1,000,000
Group I	Each Occurrence	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Turboprop	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	\$2,500,000	\$2,500,000	\$2,500,000
Group II	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	\$5,000,000	\$5,000,000	\$5,000,000
Turbojet	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	\$5,000,000	\$5,000,000	\$5,000,000
Group I	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	\$10,000,000	\$10,000,000	\$10,000,000
Turbojet	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	\$10,000,000	\$10,000,000
Group II	Each Occurrence	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Turbojet	Each Aircraft	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Group III	Each Occurrence	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>												
SE Piston/Group I							\$1,000,000/\$100,000 sub limit per person			As required	As required	
ME Piston/Group I							\$1,000,000/\$100,000 sub limit per person			As required	As required	
Turboprop/Group I & II							\$5,000,000			As required	As required	
Turbojet/Group I							\$5,000,000			As required	As required	
Turbojet/Group II							\$10,000,000			As required	As required	
Turbojet/Group III							\$10,000,000			As required	As required	
<b>ENVIRONMENTAL LIABILITY</b>												
	5,000,000	5,000,000										5,000,000
<b>WORKER'S COMPENSATION</b>												
Limits Based Upon Statutory Requirements												

\* Mobile Maintenance Services Operator (MMSO) shall provide written acknowledgment from Lessee (master tenant) that the MMSO is authorized to conduct the permitted Activities in (or from) the approved Leased Premises. Additionally, Lessee or MMSO must have the insurance coverages and amounts required by Regulatory Measures and set for in this Attachment A for the MMSO's Activity and the type of Aircraft being serviced by the MMSO.