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# **General Aviation Minimum Standards**

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Grand Junction Regional Airport Authority

*Grand Junction Regional Airport (GJT)*

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October 16, 2018

<b>1. INTRODUCTION</b> .....	<b>1</b>
1.1. <i>Purpose</i> .....	1
1.2. <i>General Provisions</i> .....	1
1.3. <i>Exclusive Rights and Airport Sponsor Assurances</i> .....	1
1.4. <i>Pioneering Period</i> .....	1
1.5. <i>Applicability</i> .....	2
<b>2. GENERAL REQUIREMENTS</b> .....	<b>3</b>
2.1. <i>Introduction</i> .....	3
2.2. <i>Experience/Capability</i> .....	3
2.3. <i>Agreement</i> .....	3
2.4. <i>Payment of Rents, Fees, and Charges</i> .....	3
2.5. <i>Leased Premises</i> .....	3
2.6. <i>Products, Services, and Facilities</i> .....	4
2.7. <i>Licenses, Permits, Certifications, and Ratings</i> .....	5
2.8. <i>Employees</i> .....	5
2.9. <i>Aircraft, Equipment, and Vehicles</i> .....	5
2.10. <i>Hours of Activities</i> .....	6
2.11. <i>Security</i> .....	6
2.12. <i>Insurance</i> .....	6
2.13. <i>Indemnification and Hold Harmless</i> .....	7
2.14. <i>Enforcement</i> .....	8
2.15. <i>Taxes</i> .....	8
2.16. <i>Multiple Activities</i> .....	8
<b>3. FIXED BASE OPERATOR</b> .....	<b>9</b>
3.1. <i>Introduction</i> .....	9
3.2. <i>Scope of Activities</i> .....	9
3.3. <i>Leased Premises</i> .....	11
3.4. <i>Fuel Storage Facility and Deicing</i> .....	12
3.5. <i>Fueling Reports</i> .....	12
3.6. <i>Fueling Equipment</i> .....	13
3.7. <i>Equipment</i> .....	14
3.8. <i>Employees</i> .....	15
3.9. <i>Hours of Activities</i> .....	15
3.10. <i>Standard Operating Procedures</i> .....	15
3.11. <i>Aircraft Removal</i> .....	16
<b>4. AIRCRAFT MAINTENANCE OPERATOR (SASO)</b> .....	<b>17</b>
4.1. <i>Introduction</i> .....	17
4.2. <i>Leased Premises</i> .....	17
4.3. <i>Licenses and Certification</i> .....	17
4.4. <i>Employees</i> .....	18
4.5. <i>Equipment</i> .....	18
4.6. <i>Hours of Activities</i> .....	18
4.7. <i>Defueling</i> .....	18
<b>5. AVIONICS/INSTRUMENT MAINTENANCE OPERATOR (SASO)</b> .....	<b>19</b>
5.1. <i>Introduction</i> .....	19
5.2. <i>Leased Premises</i> .....	19
5.3. <i>Licenses and Certifications</i> .....	20
5.4. <i>Employees</i> .....	20

5.5.	<i>Equipment</i> .....	20
5.6.	<i>Hours of Activities</i> .....	20
6.	<b>AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)</b> .....	21
6.1.	<i>Introduction</i> .....	21
6.2.	<i>Leased Premises</i> .....	21
6.3.	<i>Licenses and Certifications</i> .....	21
6.4.	<i>Employees</i> .....	22
6.5.	<i>Equipment</i> .....	22
6.6.	<i>Hours of Activities</i> .....	22
6.7.	<i>Insurance Disclosure Requirement</i> .....	22
7.	<b>AIRCRAFT SALES OPERATOR (SASO)</b> .....	23
7.1.	<i>Introduction</i> .....	23
7.2.	<i>Leased Premises</i> .....	23
7.3.	<i>Dealership</i> .....	23
7.4.	<i>Licenses and Certifications</i> .....	23
7.5.	<i>Employees</i> .....	24
7.6.	<i>Hours of Activities</i> .....	24
7.7.	<i>Sales Guarantee or Warranty</i> .....	24
8.	<b>AIRCRAFT STORAGE OPERATOR (SASO)</b> .....	25
8.1.	<i>Introduction</i> .....	25
8.2.	<i>Leased Premises</i> .....	25
8.3.	<i>Hours of Activity</i> .....	25
9.	<b>AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)</b> .....	26
9.1.	<i>Introduction</i> .....	26
9.2.	<i>Leased Premises</i> .....	26
9.3.	<i>Licenses and Certifications</i> .....	26
9.4.	<i>Employees</i> .....	27
9.5.	<i>Equipment</i> .....	27
9.6.	<i>Hours of Activities</i> .....	27
10.	<b>TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)</b> .....	28
10.1.	<i>Introduction</i> .....	28
10.2.	<i>Scope of Activity</i> .....	28
10.3.	<i>Commercial Operator Permit</i> .....	28
11.	<b>OTHER SPECIALIZED AVIATION SERVICE OPERATOR (SASO)</b> .....	29
11.1.	<i>Introduction</i> .....	29
11.2.	<i>Leased Premises</i> .....	29
11.3.	<i>Employees</i> .....	29
11.4.	<i>Equipment</i> .....	29
11.5.	<i>Hours of Activity</i> .....	29
12.	<b>COMMERCIAL OPERATOR PERMIT</b> .....	30
12.1.	<i>Application</i> .....	30
12.2.	<i>Approved Permit</i> .....	30
12.3.	<i>Existing Operator with an Existing Agreement</i> .....	30
13.	<b>ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)</b> .....	31

## **1. INTRODUCTION**

### ***1.1. Purpose***

The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation products, services, and facilities at the Grand Junction Regional Airport (Airport), (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport, (c) safety and security at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

Commercial General Aviation Aeronautical Activities (Activities) may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the Grand Junction Regional Airport Authority (Authority) Board of Commissioners on a case-by-case basis.

All qualified and experienced entities desirous of engaging in Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

### ***1.2. General Provisions***

These Minimum Standards incorporate, by reference, the Authority's PMCD General Provisions (General Provisions). The terms identified by use of a capital letter in these Minimum Standards are addressed in the General Provisions, Section 2-Appendix.

### ***1.3. Exclusive Rights and Airport Sponsor Assurances***

In accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the Authority as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an 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.

The presence of only one Operator 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 Authority not to enter into or promote an understanding, commitment, or express Agreement to exclude other qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Authority should neither expect nor request that other entities who also desire to engage in the same or similar Activities be excluded.

The opportunity to engage in Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as suitable land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Authority and the public, as determined by the Authority in its sole discretion.

### ***1.4. Pioneering Period***

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the Authority may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

### ***1.5. Applicability***

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Commercial Activities at the Airport. 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 standard or requirement, or regarding compliance with such standard or requirement, shall be made by the Authority.

- All entities may exceed the applicable standards or requirements.
- No entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards unless an exemption or variance has been approved by the Authority.

These Minimum Standards shall only apply to Agreements or amendments to existing Agreements entered into after the adoption of these Minimum Standards. A change in an Operator's Activities will require the Operator to comply with these Minimum Standards, unless an exemption or variance has been granted by the Authority.

- These Minimum Standards will apply to any Agreement, that contains language that incorporates Minimum Standards that are adopted after the effective date of such Agreement.
- Adoption of these Minimum Standards does not modify any existing Agreement under which an Operator has agreed to exceed these Minimum Standards.
- The Authority may, from time to time, enter into an Agreement that requires an Operator to exceed these Minimum Standards.

Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

If these Minimum Standards are amended after an Operator enters into an Agreement with the Authority, entity shall not be required to comply with the amended Minimum Standards, except as provided for in such Agreement, until:

- such time as entity's existing Agreement is amended or renewed,
- the Authority approves an assignment to another entity, or
- entity enters into a new Agreement with the Authority.

## 2. GENERAL REQUIREMENTS

### 2.1. Introduction

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

### 2.2. Experience/Capability

Operator shall, in the judgment of the Authority, demonstrate before and throughout the term of the Agreement, the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the Authority; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

Operator shall, in the judgment of the Authority, demonstrate before and throughout the term of the Agreement, the capability of consistently providing the required Commercial General Aviation 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.

### 2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

### 2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the Authority for engaging in Activities. The Authority may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Authority by any legal means available to the Authority under any Agreement and as provided by Legal Requirements.

### 2.5. Leased Premises

Operator shall lease or Sublease Contiguous land and/or lease, Sublease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards.

**Approval** – Construction of any Improvements must be approved in advance by the Authority, in accordance with the Authority's Development Standards (GJT-Development and Architectural Covenants).

**Contiguous Land** – All required Improvements including, but not limited to, Ramp, paved Tiedowns, facilities, and vehicle parking (but excluding Fuel Storage Facilities) shall be located on Contiguous land.

Lessees shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as required in these Minimum Standards.

**Ramp/Paved Tiedowns** – Ramp associated with community and maintenance hangars shall be no less than 125% of the square footage of the largest hangar of the Contiguous development. Ramp associated with hangars designed for the storage of one aircraft (e.g., shade-hangars, t-hangars, executive hangars, etc.) shall be no less than 100% of the square footage of the hangar. Ramp/paved Tiedowns must be:

- able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft;
- contiguous and separated by no more than a Taxi-lane which allows entity to taxi or tow-aircraft without traversing a Taxiway or public roadway;

- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator’s Leased Premises;
- able to accommodate the Operator’s based aircraft fleet (for based aircraft not stored in a hangar); and
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxi-lanes or Taxiways.

If Operator utilizes a hangar for storing Operator’s aircraft fleet and Operator does not handle or store customer aircraft, Tiedowns are not required.

**Vehicle Parking** –Paved vehicle parking shall be sufficient to accommodate all vehicles and Equipment currently utilizing the Operator’s Leased Premises on a daily basis.

- Leased Premises that require public access shall include parking for employees, patrons and include ADA access.
- Paved vehicle parking shall be located in close proximity to Operator’s primary facility and on the Leased Premises.

**Hangars** – Community and maintenance hangars identified throughout these Minimum Standards are encouraged, but not required, to meet the following door height and door width (in feet) recommendations (for the type of aircraft being serviced) to maximize the utility of the hangar, unless otherwise stipulated in these Minimum Standards. The door height and width for new community and maintenance hangars must be approved by the Authority.

	<b>Door Height</b>	<b>Door Width</b>
Single-engine Piston	12	45
Multi-engine Piston	16	60
Turboprop	18	80
Turbojet	28	100

Hangar door heights and widths may be less if the hangar is subdivided and configured to accommodate individual bays for storage of Single-Engine Piston aircraft (e.g., t-hangars), although each hangar bay shall not be less than 1,000 square feet.

**2.6. Products, Services, and Facilities**

To ensure compliance with the Assurances, Operator shall:

- provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and
- charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the Authority within 14 calendar days. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

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 similar products, services, and facilities at comparable airports.

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

Operator and Operator's employees shall obtain and comply with, at Operator's or employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the Authority or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and either post in a prominent place and/or keep in a readily accessible location for public review copies of all necessary or required licenses, permits, certifications, or ratings.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Authority within 14 calendar days.

Operators engaged in Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) Legal Requirements and directives issued by the Authority.

### **2.8. Employees**

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.

- The person managing Operator's Activities shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the Authority of dissatisfaction with the on-site manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction, which may include replacement of the on-site manager.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor shall be Readily Available and authorized to represent and act on behalf of Operator with respect to Operator's Activities. Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities.

Operator shall control the conduct, demeanor, and appearance of Operator's employees. It shall be the responsibility of Operator to maintain close supervision over Operators employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

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

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. 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:

- appropriate measures are being taken to return the aircraft, Equipment, or vehicle to service as soon as possible and
- fully operational back-up aircraft, Equipment, or vehicle is available within a reasonable period of time to provide the required product or service.



**2.10. Hours of Activities**

Operator's hours of Activities and contact information for after-hours services shall be clearly posted on the Operator's place of business and if able, in public view. Operator must use appropriate and professional signage approved, in advance, by the Authority.

**2.11. Security**

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Authority including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

Operator shall develop and maintain a Security Plan for Operator's Leased Premises and Activities.

- If required by the TSA Security Plan shall be submitted to the Authority for review and approval no later than 30 calendar days before Operator is scheduled to commence Activities and it shall be resubmitted any time changes are made.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security program must demonstrate written compliance with all relevant and applicable TSA requirements to the Authority within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the Authority, FAA, TSA, and any other Agencies.

**2.12. Insurance**

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the applicable insurance coverages and amounts required by Legal Requirements and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for Operator's Activities. 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 Authority.

- When coverages or amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages or amounts must be approved in writing at least 60 calendar days in advance by the Authority.
- The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

When Operator engages in more than one Activity, the minimum coverages and amounts shall be established by the Authority and may vary depending on the nature of each Activity or combination of Activities but shall not necessarily be cumulative.

- While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Authority.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- “Grand Junction Regional Airport Authority and/or the Grand Junction Regional Airport, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers 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 Grand Junction Regional Airport Authority.”
- “Such insurance, as to the interest of the Grand Junction Regional Airport Authority only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to Grand Junction Regional Airport Authority and/or the Grand Junction Regional Airport, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. 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.”
- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to Grand Junction Regional Airport Authority.”

Companies issuing required insurance policies shall have no recourse against the Authority or Airport for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the Authority upon execution of any Agreement, or when approval is given by the Authority to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the Airport every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

- The coverages and amounts stipulated herein represent the minimum coverages and amounts that shall be maintained by Operator, at all times, to engage in Activities at the Airport (Attachment A – Minimum Insurance Requirements).

Operator 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 Authority.

### **2.13. Indemnification and Hold Harmless**

Operator shall defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Authority for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Authority’s negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator’s

partners, officers, directors, agents, employees, invitees, or contractors, (b) any use or occupation, management or control of the Operator's Leased Premises, whether or not due to Operator or Operator's own act or omission, (c) any condition created in or about the Operator's Leased Premises after the effective date, and (d) any breach, violation, or nonperformance of the Operator or the Operator's obligations under any Agreement.

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.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Colorado governmental immunity act or similar statutory provision.

#### ***2.14. Enforcement***

In the event an entity fails to comply with these Minimum Standards, the Authority shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected or (b) when and how the violation will be corrected. For additional information see General Provisions, Section 1.20, Enforcement.

#### ***2.15. Taxes***

Operator 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 Operator's Activities conducted at the Airport.

#### ***2.16. Multiple Activities***

When more than one Activity is conducted by an Operator at the Airport, the minimum requirements shall vary depending upon the nature of each activity and/or combination of activities but shall not necessarily be cumulative.

**3. FIXED BASE OPERATOR**

**3.1. Introduction**

**Fixed Base Operator (FBO)** – Operator engaged in the sale and delivery of products and services and the Subleasing of facilities including, at a minimum, the following Activities:

Activities	Standard	Notes
Aviation Fuels and lubricants	Yes	May only be provided by an authorized FBO.
Aircraft ground handling services	Yes	May only be provided by an authorized FBO.
Passenger and crew services	Yes	May only be provided by an authorized FBO.
Aircraft storage	Yes	
Aircraft maintenance	Yes	To be provided in compliance with Section 3.2

In addition to the General Requirements set forth in Section 2, FBO shall comply with the following minimum standards set forth in this section.

**3.2. Scope of Activities**

Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO’s Employees using the FBO’s aircraft, vehicles, Equipment, and resources.

**Aviation Fuels and Lubricants** – FBO shall sell, deliver, and/or dispense, upon request, the following aviation fuels and lubricants into all General Aviation aircraft. In addition, FBO shall be able to deliver and dispense jet fuel, upon request, into all Air Carrier, government, and military aircraft using the Airport and shall meet the associated minimum requirements herein. If there is more than one FBO at the Airport, by written agreement between the FBOs and approval of the Authority, the delivery and dispensing of jet fuel into all Air Carrier, government, and military aircraft and the associated minimum requirements herein can be met by only one FBO at the Airport.

Aviation Fuels and Lubricants	Standard	Notes
Jet Fuel	Yes	
Avgas	Yes	
Lubricants	Yes	
Response time (minutes)	15	From time of customers’ request during required hours of Activities, except in circumstances or situations beyond the control of the FBO

**Aircraft Ground Handling Services** – FBO shall provide, upon request, the following aircraft ground handling services for General Aviation, government, and military aircraft using the Airport:

Aircraft Ground Handling Services	Standard	Notes
Marshalling arriving/departing aircraft	Yes	
Parking and tiedown	Yes	
Towing	Yes	Towing capability for aircraft Design Groups I, II, III
Oxygen	Yes	
Nitrogen	Yes	
Compressed air	Yes	
Lavatory service	Yes	

Aircraft Ground Handling Services	Standard	Notes
Potable water	No	Optional, based on aircraft demand
Ground power (Direct Current or Alternating Current)	Yes	
Cleaning/washing service (largest aircraft)	Yes	General Aviation aircraft up to and including (single-engine, multi-engine, turboprop, and turbojet).
Assistance to disabled aircraft	Yes	To be provided in compliance with Section 3.11

**Passenger and Crew Services** – FBO shall provide, upon request, the following passenger and crew services for General Aviation, government, and military aircraft using the Airport:

Passenger and Crew Services	Standard	Notes
Concierge services	Yes	
Cabin services	Yes	Includes ice, coffee, newspapers, and other cabin supplies
Baggage handling	Yes	
Courtesy transportation	Yes	Utilizing FBO vehicles for passenger, crew, and baggage, as necessary and/or appropriate
Ground transportation arrangements	Yes	Includes Limousine, shuttle, rental car, and/or taxi
Accommodation arrangements	Yes	
Catering arrangements	Yes	

**Aircraft Storage** – FBO shall develop, own, and/or lease facilities for the purpose of Subleasing aircraft storage facilities. Aircraft storage facility requirements are stipulated in Section 3.3. Leased Premises. FBO may sublease aircraft storage facilities from Authority approved third-parties on the Airport to meet the requirements stipulated in Section 3.3. Leased Premises.

**Aircraft Maintenance** – FBO shall provide Aircraft Maintenance in accordance with the following Minimum Standards for General Aviation aircraft:

General Aviation Aircraft	Standard	Notes
Fixed wing: Piston	Yes	
Fixed wing: Turboprop	Yes	
Fixed wing: Turbojet	Line Only	General Aviation aircraft Design Group III not exceeding 100,000 pounds maximum gross takeoff weight, see definition of aircraft Line Maintenance

- FBO shall provide Aircraft Maintenance in accordance with Section 4. Aircraft Maintenance.
- FBO shall be able to provide Aircraft Line Maintenance for all Air Carrier aircraft utilizing the Airport. If more than one FBO at the Airport, then this requirement is optional so long as this service is being provided by at least one FBO at the Airport.
- FBO can meet these requirements by arrangement (and through a written agreement between the FBO and Aircraft Maintenance Operator, a copy of which must be provided to and approved by the Authority) with an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport.

**3.3. Leased Premises**

FBO shall have adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

<b>Contiguous Land and Ramp (square feet)</b>	<b>Standard</b>	<b>Notes</b>
Contiguous Land (owned or leased Ramp)	217,800	

<b>Improvements (square feet)</b>	<b>Standard</b>	<b>Notes</b>
Terminal Building (total)	5,000	
Customer area	2,000	Shall include passenger lounge, conference room, crew lounge, crew sleep/quiet room, flight planning room, kitchen, vending, and restrooms
Line/customer service area	500	Shall include adequate space for line/customer service work areas and storage
Sublease office area	500	Shall be available to accommodate offices, work areas, and storage for Sublessees
Aircraft Maintenance Facility (total)	10,000	
Customer area	250	Customers shall have immediate access to FBO's customer lounge and restrooms. If immediate access is not available, customer area shall be at least the stipulated square feet, to include adequate space for customer lounge and restrooms
Maintenance area	1,000	Shall include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment
Maintenance Hangar	7,500	Clear span (on a standalone basis or within another structure) and completely enclosed
Maintenance Hangar door height/width	20'/80'	
Aircraft Storage Hangar (total)	30,000	Clear span hangar (on a standalone basis or within another structure) and completely enclosed
Door height/width	20'/80'	
Ramp	130,680	Ramp, which can be owned, leased, or managed by the FBO, shall be associated with and located immediately adjacent to the FBO Terminal Building
Paved Tiedowns (number)	15	Adequate to accommodate the number, type, and size of General Aviation, government, and military aircraft (Based aircraft and Transient aircraft) requiring Tiedown space on the Leased Premises

**3.4. Fuel Storage Facility and Deicing**

FBO shall own or lease an above ground fuel storage facility at the Airport in a location approved by the Authority. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of fuels for aircraft being serviced by FBO. In no event shall the total storage capacity be less than:

<b>General Aviation Fuel Storage Facility Capacity (gallons)</b>	<b>Standard</b>	<b>Notes</b>
Jet Fuel	20,000	Above Ground Storage Tank
Number of tanks	2	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time if unable to meet demand
Avgas (minimum total capacity)	12,000	Above Ground Storage Tank
Number of tanks	1	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time if unable to meet demand.
Mogas (minimum total storage capacity)	500	For vehicles and Equipment
Number of tanks	1	
Waste Fuel		FBO shall have adequate and proper storage for waste fuel or test samples

<b>Air Carrier, Government, Military Fuel Storage Facility Capacity (gallons)</b>	<b>Standard</b>	<b>Notes</b>
Jet Fuel	40,000	See note in Section 3.2 herein, Above Ground Storage Tank. In addition to General Aviation.
Number of tanks	2	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time if unable to meet demand

FBO shall demonstrate that satisfactory arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers. FBO shall provide the Authority with a written Spill Prevention, Control, and Countermeasure (SPCC) Plan that meets Legal Requirements for FBO’s fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any scheduled changes in operations. Fuel delivered, stored, or dispensed by FBO shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (jet fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of FBO.

FBO shall provide de-ice fluid storage tanks (totes) with a minimum total capacity of 1,000 gallons (Type I) and 200 gallons (Type IV). (b) Deicing/anti-icing services shall be provided only in designated areas, using only FAA-approved fluids.

**3.5. Fueling Reports**

On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the Authority identifying the number of gallons of aviation fuel by fuel type: (i) purchased by FBO, (ii) delivered to FBO’s fuel storage facility, and (iii) dispensed by FBO at the Airport to FBO and customer aircraft and (b) pay the appropriate fees due to the Authority.

Upon request, records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to FBO and the amount of fuel dispensed by FBO, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the Authority, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**3.6. Fueling Equipment**

FBO shall have the following fueling Equipment and associated capacities:

<b>General Aviation Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
Jet Fuel		
Refueling Vehicle(s)	2	
Capacity of 1 <sup>st</sup> Refueling Vehicle (gallons)	5,000	
Capacity of 2 <sup>nd</sup> Refueling Vehicle (gallons)	2,000	
Avgas		
Refueling Vehicle(s)	2	
Capacity of Refueling Vehicle (gallons)	750	
Fixed self-serve Fueling system (gallons)	No	

<b>Air Carrier, Government, Military Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
Jet Fuel		See note in Section 3.2 herein.
Refueling Vehicle(s)	2	In addition to General Aviation.
Capacity of 1 <sup>st</sup> Refueling Vehicle (gallons)	5,000	
Capacity of 2 <sup>nd</sup> Refueling Vehicle (gallons)	2,000	

A fixed Avgas self-serve fueling system can be substituted for one Avgas Refueling vehicle. The system shall: (a) be constructed or installed in a location specified and approved by the Authority, (b) be available and maintained by FBO for public Commercial use, 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.

Refueling vehicles shall be equipped with metering devices that meet applicable Legal Requirements. One Refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability. All Refueling vehicles shall be bottom loaded.



### 3.7. *Equipment*

FBO shall have the following aircraft ground handling services Equipment:

Ground Handling Services Equipment	Standard	Notes
Ramp marshalling Vehicle(s)	1	
Marshalling wands	As required	
Equipment for securing aircraft on the Ramp	Yes	Including ropes, chains, and/or other types of aircraft restraining devices and wheel chocks which are required to safely secure aircraft as described in AC 20-35 series
Tug/Towing Vehicle(s)	2	Equipment to be provided by FBO. Tug/Towing capability for aircraft Design Groups I, II, III
Tow bars/heads	Yes	Equipment to be provided by FBO. Tow-bar capability for aircraft Design Groups I, II, III
Oxygen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Nitrogen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Compressed air unit(s)	1	
Lavatory service cart(s)	1	
Potable water unit(s)	1	
Air stair unit(s)	1	Readily available through written agreement with an Operator at the Airport (a copy of which must be provided to the Authority). If FBO is engaged in air carrier fueling, FBO is required to have an air stair unit.
Ground power (Alternating Current)	1	
Ground power (Direct Current)	1	
Preheat units	1	FBO may substitute a heated hangar for a preheat unit.
Deice unit	Yes	Optional, based on demand
Equipment for securing aircraft on the apron	Yes	Based on demand
Spill kits	As required	Includes necessary Equipment and materials to contain and restrict a fuel spill and restrict fuel or other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO's SPCC Plan.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on all Ramp areas, at all fuel storage facilities, and on all ground handling and Refueling vehicles and equipment.

FBO shall have the following passenger and crew services Equipment:

Passenger and Crew Services Equipment	Standard	Notes
Ramp transportation Vehicle(s)	1	To be utilized by FBO for transportation of passengers, crew, and baggage to and from destinations on the Ramp to the FBO Terminal Building and/or vehicle parking area(s).
Courtesy Vehicle(s)	1	Must be able to transport 5 passengers
Crew car(s)	1	To be utilized by crew members for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area resorts, hotels, and restaurants.

**3.8. Employees**

Employees, while on duty, shall be clean, neat in appearance, and at all times, properly uniformed. Uniforms shall identify the name of the FBO. Management and administrative employees shall not be required to be uniformed but shall possess Authority approved identification at all times.

FBO shall have properly trained and qualified Employees to provide aircraft fueling, aircraft ground handling services, and passenger and crew services, as follows:

FBO Employees	Standard	Notes
Line service technician(s)		FBO shall have at least one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
During Hours of Activities	2	
1 <sup>ST</sup> and 2 <sup>nd</sup> Shift	2	
Customer Service Representative(s)		A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off the Leased Premises
During Hours of Activities	1	

FBO (or authorized Aircraft Maintenance Operator) shall have properly trained and qualified employees to perform Aircraft Maintenance on aircraft normally frequenting the Airport, as follows:

Aircraft Maintenance Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representative(s)	1	

**3.9. Hours of Activities**

FBO Activities (except for Aircraft Maintenance) shall be continuously offered and available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	0500-2200	
Days per week	7	After hours on-call response time = 1-hour
Holidays	Yes	

FBO’s Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 2.10.

**3.10. Standard Operating Procedures**

FBO shall develop and maintain standard operating procedures (SOP). FBO's SOP shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires, and aircraft ground handling procedures.

FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling vehicles, fueling Equipment, and fuel storage facilities.

FBO's SOP shall be submitted to the Authority no later than 30 calendar days before the FBO's Activities are scheduled to commence and shall be resubmitted any time changes are made.

Fuel storage facilities and fueling Equipment shall be equipped and maintained to FBO's SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- State of Colorado Fire Code and Local Fire District Code;
- National Fire Protection Association (NFPA);
- Colorado Division of Oil and Public Safety;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- applicable Advisory Circulars (ACs) including AC 00-34 series *Aircraft Ground Handling and Servicing*, AC 150/5210 series *Painting, Marking and Lighting of Vehicles Used on an Airport*, and AC 150/5230 series *Aircraft Fuel Storage, Handling, and Dispensing on Airports* as amended.

### **3.11. Aircraft Removal**

Recognizing that aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the Authority or the Aircraft Owner or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an aircraft removal plan and have the necessary Equipment Readily Available to remove the largest aircraft in the following aircraft design groups: I, II, and III. The aircraft removal plan shall account for the removal of air carrier aircraft as agreed to in writing by the Authority. The aircraft removal plan shall include the removal of military aircraft and coordination with the Department of Defense.

The FBO shall have personnel on call and be able to respond to a damaged aircraft within 15 minutes of notification during regular hours of operation (7:00 AM – 9:00 PM) and within 45 minutes after hours (9:00 PM – 7:00 AM)

**4. AIRCRAFT MAINTENANCE OPERATOR (SASO)**

**4.1. Introduction**

**Aircraft Maintenance Operator** – Operator engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this section.

**4.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Single Engine Piston	Multi Engine Piston	Turboprop	Turbojet
Contiguous land (Lessee only)	21,780	21,780	32,670	32,670
Customer, Administrative, and Maintenance area	1,200	1,600	2,000	2,000
Note	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.			
Customer area				
Note	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.			
Lessee	500	500	500	500
Sublessee	Immediate access 500	Immediate access 500	Immediate access 500	Immediate access 500
Hangar	3,600	6,400	10,000	10,000
Note	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.			

**4.3. Licenses and Certification**

Employees shall be properly certificated by the FAA in aircraft maintenance (e.g. A/P mechanic) and hold the appropriate ratings for the work being performed.

If Operator is not certificated as a Repair Station (as defined in 14 CFR Part 145) and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization (IA).

Operators engaged in Turboprop or Turbojet aircraft maintenance shall be properly certificated by the FAA as a Repair Station.

**4.4. Employees**

Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

<b>Employees</b>	<b>Standard</b>	<b>Notes</b>
A & P Mechanic(s) with Inspection Authorization (IA)	1	An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representative(s)	1	

**4.5. Equipment**

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer’s specifications.

**4.6. Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

<b>Hours of Activities</b>	<b>Standard</b>	<b>Notes</b>
Hours (per day) / Days (per week)	8 / 5	After-hours by prior arrangement
Holidays	no	

**4.7. Defueling**

Operator may only defuel aircraft if necessary for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale of fuels as this Activity is specifically reserved for an FBO (see Section 3).

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the Authority with a SPCC Plan for defueling, refueling, and fuel storage, and conform with Section 3.4., Section 3.5., and Section 3.10.

**5. AVIONICS/INSTRUMENT MAINTENANCE OPERATOR (SASO)**

**5.1. Introduction**

**Avionics or Instrument Maintenance Operator** – 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.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**5.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees. For Operators performing benchwork services only (i.e., no avionics or instrument removal from or installation into aircraft), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased premises (square feet)	Standard	Notes
Contiguous Land (Lessee only)	10,890	
Customer, Administrative, and Maintenance Area	1,000	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
Lessee	500	Shall include adequate space for customer lounge and restrooms
Sublessee	Immediate access	Shall include customer lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	Single Engine Piston	Multi Engine Piston	Turboprop	Turbojet
Land (Lessee only)	21,780	21,780	21,780	32,670
Customer, Administrative, and Maintenance area	860	1,140	1,250	1,500
<i>Note</i>	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.			
Customer area				
<i>Note</i>	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.			
<i>Lessee</i>	250	250	250	250
<i>Sublessee</i>	Immediate access	Immediate access	Immediate access	Immediate access

Leased Premises (square feet)	Single Engine Piston	Multi Engine Piston	Turboprop	Turbojet
Hangar	3,600	6,400	7,500	10,000
<i>Note</i>		Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.		

**5.3. Licenses and Certifications**

Employees shall be properly certificated by the FAA and the Federal Communications Commission and hold the appropriate ratings for the work being performed.

**5.4. Employees**

Operator shall employ the number of Employees necessary for the work being performed.

**5.5. Equipment**

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer’s specifications.

**5.6. Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	After-hours by prior arrangement
Holidays	No	

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

**6.1. Introduction**

**Aircraft Rental Operator** – Operator engaged in the rental of aircraft to the public.

**Flight Training Operator** – Operator engaged in providing flight instruction to the public from leased or subleased premises of Operator’s.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this section.

**6.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Contiguous land (Lessee only)	21,780	
Customer area		
Lessee	250	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
Sublessee	100	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage.
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an aircraft Maintenance Operator (Section 4).
Maintenance area	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	7,500	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater.

**6.3. Licenses and Certifications**

Employees performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.



**6.4. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

<b>Employees</b>	<b>Standard</b>	<b>Notes</b>
Aircraft Rental Operator		
Employee(s)	1	
Customer Service Representative(s)	1	An Employee may fulfill the responsibilities of the customer service representative unless the Employee is performing duties off the Leased Premises.
Flight Training Operator		
Flight Instructor(s)	1	
Certificated ground school instructor(s)	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.
Customer Service Representative(s)	1	A Flight Instructor may fulfill the responsibilities of the customer service representative unless the Flight Instructor is performing duties off the Leased Premises.

**6.5. Equipment**

Operator shall have the following number aircraft available for rental or flight training, as applicable. All aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

<b>Equipment</b>	<b>Standard</b>	<b>Notes</b>
Aircraft Rental Operator Aircraft		
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place.
Flight Training Operator Aircraft		
Fixed wing: single-engine	2	One aircraft must be IFR capable, unless flight training Operator is only providing sport pilot training.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

**6.6. Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

<b>Hours of Activities</b>	<b>Standard</b>	<b>Notes</b>
Hours (per day) / Days (per week)	8 / 6	After-hours by prior arrangement
Holidays	No	

**6.7. Insurance Disclosure Requirement**

Any Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the Authority.

**7. AIRCRAFT SALES OPERATOR (SASO)**

**7.1. Introduction**

**Aircraft Sales Operator** – Operator engaged in the sale of more than three new and/or used aircraft during a 12-month period. This excludes individuals selling personally owned aircraft unless the individual purchases aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**7.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,890	
<i>With hangar</i>	21,780	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	Immediate access	Shall include customer lounge and restrooms
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater.

**7.3. Dealership**

Operator, who is an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available with reasonable advance notice at least one current model demonstrator of aircraft in each of its currently authorized product lines.

**7.4. Licenses and Certifications**

Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

**7.5. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

**7.6. Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activity	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	After-hours by prior arrangement
Holidays	No	

**7.7. Sales Guarantee or Warranty**

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

**8. AIRCRAFT STORAGE OPERATOR (SASO)**

**8.1. Introduction**

**Aircraft Storage Operator** – Operator that owns (or leases) an aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

An owner or Lessee of a private, non-commercial hangar may, with the approval of the Authority, sublease hangar to an FBO or Aircraft Storage Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**8.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Single Engine Piston	Multi Engine Piston	Turboprop	Turbojet
Land (Lessee only)	21,780	21,780	32,670	32,670
Hangar	3,600	6,400	10,000	10,000
<i>Note</i>	Cumulative amount of hangar located on Land limited to the following types of hangar structures: (a) single structures of not less than 2,500 square feet completely enclosed or (b) single structures of not less than 6,000 square feet subdivided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for storage of aircraft designed in accordance to the requirements in Section 2.5. for Single-Engine Piston aircraft.			

**8.3. Hours of Activity**

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

**9. AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)**

**9.1. Introduction**

**Aircraft Charter Operator** – Operator, with Based Aircraft, 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).

**Aircraft Management Operator** – Operator, with Based Aircraft, engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this section.

**9.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

<b>Leased Premises (square feet)</b>	<b>Standard</b>	<b>Notes</b>
Contiguous land (Lessee only)	21,780	
Customer area		
Lessee	500	Shall include adequate space for customer lounge and restrooms
Sublessee	Immediate access 500	Shall include customer lounge and restrooms
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an aircraft Maintenance Operator (Section 4).
Maintenance area	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	7,500	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.

**9.3. Licenses and Certifications**

Aircraft Charter Operators shall have and provide copies to the Authority 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 Authority within three calendar days.

**9.4. Employees**

If certificated to engage in on-demand common carriage for persons or Property, aircraft charter operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage (as defined in 14 CFR Part 125), aircraft charter operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Chief Pilot	Yes	A commercial pilot may serve as the chief pilot.
Commercial Pilot(s)	1	
Customer Service Representative(s)	1	The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

**9.5. Equipment**

Aircraft Charter 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 for the type of aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

**9.6. Hours of Activities**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours (per day) / Days (per week)	8	After-hours, initial response within 1-hour
Holidays	No	

For aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After-hours, On-Call Response Time	Standard	Notes
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator’s control (e.g., aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.

## **10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

### **10.1. Introduction**

The Authority recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, flight training, etc.). When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Authority may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the Authority about the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the applicable General Requirements set forth in Section 2 (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this section.

### **10.2. Scope of Activity**

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the Authority 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 similar services at comparable airports.

### **10.3. Commercial Operator Permit**

Prior to engaging in Activities at the Airport, Operator must obtain a Commercial Operator Permit from the Authority for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Commercial Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Operator Permit.

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

## 11. OTHER SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

### 11.1. Introduction

This Section pertains to SASOs engaging in the following Activities.

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

**Experimental Aircraft Services and Support** – are defined as construction assistance to owners of experimental and/or amateur-built aircraft (as defined in 14 CFR Section 21.191).

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

**Other Air Transportation Services for Hire** – are defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, 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.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this section.

### 11.2. Leased Premises

Operator shall have adequate land and Improvements, as appropriate and as agreed to by the Authority, to accommodate all Activities of Operator and all approved Sublessee(s).

### 11.3. Employees

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 the Activities.

### 11.4. Equipment

Operator shall have (based at the Airport), 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.

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

### 11.5. Hours of Activity

Operator shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports.

Operator shall be available to meet the reasonable demands of customers for the Activities.



## 12. COMMERCIAL OPERATOR PERMIT

### 12.1. *Application*

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the Authority and obtain a Commercial Operator Permit (Permit) from the Authority prior to engaging in the desired Activities.

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 Authority in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the Authority with the information, data, and/or documentation necessary to enable the Authority to make a meaningful assessment of Applicant's desired Activities and determine whether or not the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the Authority and subject to the Applicant complying with all requirements, a Permit will be issued by the Authority.

### 12.2. *Approved Permit*

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

- The information submitted by Operator is and remains current. Operator shall notify the Authority in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Authority the option to terminate the Permit and/or the Agreement.

### 12.3. *Existing Operator with an Existing Agreement*

**No Change in Scope of Activities** – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

**Change in Scope of Activities** – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the Authority prior to conducting a new Activity not permitted under an existing Agreement or Permit.

13. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)