

**SECTION I**  
**MINIMUM STANDARDS FOR COMMERCIAL**  
**AERONAUTICAL ACTIVITIES**

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## **10.00 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES**

### **10.01 PURPOSE**

These regulations prescribe Minimum Standards for the conduct of commercial aeronautical activities at Front Range Airport and specify certain clauses which will be included in lease/concession agreements permitting the conduct of such activities.

### **10.02 INTRODUCTION**

Prudent and proper administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe or inadequate service.

The adoption and enforcement of such standards ensures that the Operator is reasonable fit, willing and able to discharge both its service obligations to its patrons and its economic obligations to the Airport community and thereby protects established commercial enterprises, the aviation user, and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by discouraging unqualified applicants and foster the level of services desired by the public.

### **10.03 APPLICABILITY**

- A. The effective date of these Minimum Standards shall be the 14th day of June 1994.
- B. Severability Clause - If one or more clauses, sections or provisions of these Minimum Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections or provisions shall not in any way affect any other clauses, sections or provisions of these Minimum Standards.

### **10.04 DEFINITIONS**

As used in these regulations, the following terms shall have the following meanings:

- A. "Authority," means the Front Range Airport Authority formed pursuant to Article 3, Title 41, Colorado Revised Statutes, 1973, as amended.

- B. "Aircraft," means aeronautical devices including, but not limited to powered aircraft, gliders, kites, helicopters, gyroscopes, gyrocopters, parachuting, ground-effect machines and balloons.
- C. "Aircraft Maintenance," means the repair, adjustment or inspection of aircraft.
1. Major Repairs - major alterations to the airframe, power plant, propeller and accessories as defined in Part 43 of the Federal Aviation Administration.
  2. Minor Repairs - normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.
- D. "Airport," means the entirety of the Front Range Airport.
- E. "Building," means the main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included.
- F. "Commercial Aeronautical Activity," means any commercial activity which relates to the operation of aircraft. Such activity includes aircraft charter operations, FAR Part 121/Operation Specification 135, and FAR Part 135, Scheduled Air Carrier (10-30 Seats) operations, pilot training, aircraft rental and sight seeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft and the sale of aircraft.
- G. "Commercial Service Airport," means a public airport (as defined by 49 USC app. 2202(17)) determined by the Secretary, Department of Transportation, to enplane annually 2,500 or more passengers and to receive scheduled passenger service by aircraft.
- H. "Entity," means a person, firm, corporation, partnership.
- I. "Equipment," means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.
- J. "Exclusive Rights," means the power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition, unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right.
- The granting of an exclusive right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly forbidden by law.
- K. "FAR Part 121/Operation Specification 135, or FAR Part 135, Scheduled Air Carrier (10-30 Seats)" means an entity who undertakes directly by lease, or other arrangement, to engage in air transportation for hire on a scheduled basis over specific routes approved by the FAA.

- L. "FAR Part 135 Aircraft Charter," means an entity who undertakes directly by lease, or other arrangement, to engage in on-demand air transportation for hire or compensation on an unscheduled basis operation in accordance with or exceeding the requirements of FAR Part 135.
- M. "Fixed Based Operator (FBO)," means an entity which maintains facilities at the Airport purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, aircraft charter, aircraft airframe and engine repair, avionics, and aircraft line services.
- N. "Hazardous Material," means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos' (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).
- O. "Improvements," means all buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the Authority for conformity with its building and construction standards.
- P. "Landing," shall include all flights for revenue and non-revenue purposes including, but not limited to commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the airport after take-off due to an emergency.
- Q. "Landing Fee," means a fee expressed as an amount per thousand pounds of maximum gross landing and take off weight.
- R. "Large Aircraft," is an aircraft in excess of 12,500 pounds maximum certificated takeoff weight (MTOW).
- S. "Lease," means a contractual agreement between the Authority and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.
- T. "Passenger Enplaned," means a domestic, territorial or international revenue passenger enplaned at Front Range Airport in scheduled service on aircraft in intrastate, interstate, or foreign commerce.
- U. "Passenger Facility Charge (PFC)," means a fee initiated in compliance with FAR Part 158, and imposed by the Airport Authority on passengers enplaned at Front Range Airport.
- V. "Principals," means:

1. For Corporations - The directors, officers and stockholders holding more than 10% of the company stock.
2. For Partnerships - All general and limited partners.

W. "Ramp" means a paved area suitable for aircraft parking.

X. "Repair Facility," means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent Federal Aviation Administration regulations.

Y. "Service Operator," or "Operator" means an entity which provides any one of the services listed in Section 10.07.03 through 10.07.14, inclusive. The following are not included within this definition.

1. Employees of Aircraft Owners: The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criteria is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.
2. Services authorized by a Commercial Aeronautical Activity within its hangar facilities for aircraft owned or leased by its sublessees. Such authorization will be provided in writing (on a form provided by the Authority) and filed timely with the Authority.

Z. "Sublease," means a lease granted by a lessee to another entity of all or part of the property.

AA. "Terminal Area," means the terminal proper, aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and aircraft operations.

AB. "Tie-Down," means the area, paved, or unpaved, suitable for parking and mooring of aircraft wherein suitable tie down points have been located.

## **10.05 APPLICATION**

The prospective Operator shall submit an official application form, to the Director of Aviation, at the time of his application including the following information and, thereafter, such additional information as may be requested by the Authority.

### **A. Contents of Application**

As a prerequisite to the granting of an operating privilege on the Airport, the prospective Operator must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide

high-quality service to the aviation and general public in the Airport air service area, including but not limited to, the following:

1. The name, address and telephone number of the applicant.
2. The requested or proposed date for commencement of the activity and the term of conducting the same.
3. The services to be offered.
4. The amount, size and location of land to be leased.
5. The size and position of the building space to be constructed or leased.
6. The number of aircraft to be provided (as applicable).
7. The number of persons to be employed (including the names and qualifications of each person).
8. The hours of proposed operation.
9. The number of types of insurance coverage to be maintained.
10. The proposed hours of operation.

**B. Financial and Managerial Responsibility and Capability**

The prospective operator must provide a statement, satisfactory to the Authority, in evidence of his financial responsibility, from an area bank or trust company or from such other source that may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated. The demonstration of Financial and Managerial capability will include a cash flow and a profit and loss projection for the first three years of the proposed operation.

**C. Experience**

The prospective Operator shall furnish the Authority with a statement of his past experience in the specified aviation services selected by him and to be supplied by him on the Airport, together with a statement that he has the managerial ability to perform the selected services.

**D. Bond**

The prospective Operator shall post a performance bond in the amount equal to 25 percent of the annual rental established and agreed upon, for conducting the services to be provided. Such bond shall be kept in force for the first three years of the agreement. Cash may be posed in lieu of performance bond.

**10.06 HEARING ON APPLICATION**

- A. Upon receipt of an application, the Director of Aviation will review the application for compliance with the Minimum Standards. After it is determined the application is complete, the Director of Aviation shall schedule the application for a public hearing at the next scheduled meeting of the Board of Commissioners of the Front Range Airport Authority. Should the meeting agenda preclude the

application from being considered, the Director of Aviation shall schedule a special meeting of the Airport Authority as soon as possible. The date shall not be less than ten days from the date of publication of the notice and publication of the notice as per Authority policy.

- B. No public hearing shall be conducted unless the applicant or a duly appointed representative is present.
- C. At the time of the public hearing, the Board of Commissioners of the Authority shall hear all evidence for and against the application and shall hear the recommendation of the Director of Aviation. After due deliberation the Airport Authority Board of Commissioners shall either take the application under advisement until a future public hearing date or render a decision upon the application which shall become a matter of public record.
- D. A public hearing on an application does not imply or express approval by the Airport Authority to operate on the airport. The Airport Authority reserves the right to deny any application found to be invalid or incomplete.

## **10.07 STANDARDS AND LIMITATIONS**

### **A. Requirement of a Written Agreement**

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Authority, which agreement will recite the terms and conditions under which he will operate his business on the Airport, including but not limited to, the term of agreement; the rentals, fees, and charges, the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions therein contained nor those set forth in these provisions to be included in the written agreement. Such contract provisions, however, will neither change or modify the Minimum Standards and Requirements, nor be inconsistent therewith.

### **B. Airport Development Standards**

Prior to the approval of any operation, the prospective Operator will be required to comply with the Airport Development Standards. The purpose of these standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, building hangar or other facilities to be constructed by the prospective operator.

### **C. Personnel**

1. The operator shall have in his employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Requirements set forth herein, in an efficient manner, for each aeronautical service being performed. The operator shall also provide a responsible person in the office to supervise the operations in the leased area and with authorization to represent and act for and on behalf of, the operator during all business hours.

2. All personnel hereinafter are required to hold Federal Aviation Administration certificates and ratings as they are required.

#### D. Maintenance

The operator shall maintain the pavement constructed by the operator. The maintenance of the interior of the building, utility costs, snow and trash removal shall be the operator's responsibility. Grass mowing and landscape maintenance within the operator's leased premises shall be the operator's responsibility.

#### E. Insurance

1. The operator shall procure, maintain and pay premiums during the term of his agreement, for insurance of the types and the minimum limits set forth in the schedule of Minimum Standards for the respective categories of aeronautical services. The insurance company writing the required policy or policies, shall be licensed to do business in the State of Colorado.
2. Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of his application or otherwise during lease negotiations.

All insurance, which the Operator is required by the Authority to carry and keep in force, shall include the Front Range Airport Authority, the Director of Aviation and all other Airport personnel, and the officers and agents as additional-named insured. The Operator shall furnish evidence of his compliance with this requirement to the Director of Aviation with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction. In the event of cancellation of coverages, thirty (30) days prior notice of cancellation shall be conveyed to the Airport Authority by the underwriter. Current proof of insurance shall be continually provided to the Airport throughout the lease term.

The applicable insurance coverages shall be in force during the period of any construction of the Operator's facilities and/or prior to his entry upon the Airport for the conduct of his business.

The Operator shall also furnish evidence of his compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).

Any Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the Airport Authority and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.

#### F. Motor Vehicles on the Airport

1. The operator will control the transportation of pilots and passengers of transient general aviation aircraft to and from the operator's office to the operator's apron tie-down areas. The operator performing this service with motor vehicles driven on the airport ramp/taxiway system shall do so only in accordance with Airport Rules and Regulations as may be adopted.
2. The operator shall procure and maintain for any of its motor vehicles which are operated on the Airport, proper motor vehicle liability insurance in minimum limits specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements".

#### G. Fees

1. The operator shall pay the standard fees as specified by the Authority. Such fees shall be specifically included in the Agreement executed with the Authority.
2. Any concession activity conducted on the leased premises shall similarly be subject to the standard rates and charges set by the Authority.

### **10.07.01 GENERAL REQUIREMENTS**

#### A. Requirement of a Written Agreement with the Authority

Prior to the commencement of operation, the operator will be required to enter into an agreement with the Authority, which agreement will recite the terms and conditions under which he will operate his business on the airport including, but not limited to, the term of the agreement, the rentals, fees and charges, the rights and obligations of the respective parties understood, therefore, that neither the conditions therein contained nor those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such agreement provisions, however, will neither change or modify the Minimum Standards, nor be inconsistent therewith. Where the Operator is a sublessee of a Fixed Base Operator, the term of the Agreement will be limited to the term of the Sublease, as may be amended by the parties.

#### B. Accommodations

The operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office, when appropriate, a paved aircraft apron with tie-down facilities within the leased

area sufficient to accommodate the activities being performed, and telephone facilities for customer use. Floor space allotments shall include office, customer lounges, and restroom facilities, all properly heated, ventilated, cooled and lighted. Sufficient hard surface, on-site auto parking space shall be provided.

### C. Facilities

For construction of any new facilities, the operator will be subject to the same standards of development as are contained in the Airport Master Plan, and Design and Development Guidelines.

## **10.07.02 FIXED BASE OPERATOR (FBO)**

A. General - A Fixed Base Operator (FBO) is an entity which maintains major facilities at the Airport for the purpose of conducting:

1. The retail sale of aviation fuels and associated aircraft line service.
2. Aircraft airframe and engine repairs, and at least one of the following services:
  - a. Flight instruction
  - b. Aircraft sales/rental
  - c. Aircraft charter
  - d. Avionics, instrument or propeller repair

### B. Minimum Standards

#### 1. Ground Space and Improvements

- a. The minimum ground space to be leased shall be 750,000 square feet and improvements shall comprise at least 50% of the area leased.
- b. The principal buildings used by the FBO shall occupy at least 1.5% of the area leased in which a minimum of 1500 square feet will be allocated and utilized for crew/passenger lounge facilities, public restrooms, sales/rental administration, aircraft charter and flight instruction and training activities.
- c. Paved tie-down facilities will be provided for a minimum of 80 aircraft.
- d. A minimum of one large hangar with a minimum of 10,000 square feet of floor space shall be provided within which aircraft, airframe and engine repair activities, avionics, instrument or propeller repair, if proposed, will be performed. Suitable inside and outside

storage space for aircraft before and after repair and maintenance have been accomplished, will be provided.

## 2. Scope of Service

### a. Fueling

1. The FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the operator by a vendor will be considered by the Authority to be fuel and oil dispensed by the FBO under the preview of the minimum rental rates established in the Agreement with the Authority.
2. Fueling and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week, from 6 A.M. to 10 P.M. The FBO shall provide mobile fuel dispensing equipment capable of safe and efficient servicing all types of general aviation aircraft. FBO shall have two metered filter-equipped dispensers (fixed or mobile) for dispensing two grades of fuel from storage tanks having a minimum capacity of 2,000 gallons each. Mobile dispensing trucks shall have a minimum of 600 gallon capacity for each grade of fuel. Separate dispensing pumps for each grade of fuels is required.
3. All fixed fuel storage tanks to be installed after approval of the Authority.
4. All fixed fuel storage tanks will be installed to current State and Federal Codes and approved by local Fire District.
5. Maintain current fuel reports on file and available for auditing at any time by the Director of Aviation.

### b. Line Services

1. FBO shall provide aircraft-to-lounge ground transportation for transient passengers and pilots.
2. FBO shall provide adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices and wheel chocks.
3. FBO shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft as necessary.
4. FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing oil, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

5. FBO shall provide conveniently located, heated and air conditioned lounge or waiting rooms for passengers accessible to passengers and crews and will be maintained in a clean and sanitary manner. At least one telephone will be provided for public use.

c. Aircraft Airframe and Engine Repair, Maintenance and Overhaul:

1. Sufficient hangar space to house any aircraft upon which airframe or engine repairs are being performed.
2. Suitable inside and outside storage space for aircraft before and after repair and maintenance has been accomplished.
3. Suitable tractors, tow bars, jacks, dollies, and other equipment, supplies and parts equivalent to that required for certification by the FAA as an Approved Repair Station.
4. At least one FAA certificated airframe and power plant mechanic available during eight hours of the day, five days per week.

d. Flight Instruction

1. FBO shall maintain a minimum of three single engines and one multi-engine type aircraft at least one of which is equipped and capable for use in instrument flight.
2. FBO shall have in its employ sufficient flight and ground instructors who have been properly certificated by the FAA to provide the type of Training offered.
3. FBO shall maintain its premises open for flight training a minimum of five hours daily and additionally available to meet the public demand for this category of service.
4. FBO shall provide at a minimum, the office, the classroom, briefing room space required by FAR 141 (with adequate mockups, pictures, slides, film strips and other visual aides) to support flight training activity.

e. Aircraft Sales and Rental

1. FBO shall provide suitable office space for consummating sales and rental and the keeping of proper records in connection therewith.
2. FBO shall have at least two certificated and airworthy aircraft of which at least one can be used for demonstration purposes.

3. FBO shall (if involved in new aircraft sales) have a sales or distributorship franchise from a recognized aircraft manufacturer and maintain one demonstration model of such aircraft.
4. FBO shall provide a certificated pilot capable of demonstrating new aircraft for sales and providing instruction for the rental of aircraft, at least eight hours each work day.
5. FBO shall maintain current, up-to-date specification, price lists, check lists, operations manuals for all types of model aircraft sold or rented.

f. Aircraft Charter

1. FBO shall provide a counter area for the proper check in of passengers and baggage adjacent to its lounge facilities.
2. FBO shall maintain a minimum of three reciprocating or one jet aircraft properly certificated with sufficient and properly qualified pilot personnel to support its charter operations.

g. Avionics, Instrument or Propeller Repair

1. FBO shall provide a minimum of one person properly certificated to perform the repair service offered on duty a minimum of eight hours/day, five days/week.
2. FBO shall maintain adequate tools, equipment and devices necessary to perform the maintenance service offered.
3. FBO shall maintain an adequate supply of spare parts and accessories necessary to provide the services offered.

C. Insurance

FBO shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements."

D. Miscellaneous Requirements

1. Rates and Charges for aircraft parking, tie-down and storage shall be determined by the FBO subject to prior written approval of the Authority and subject further to the requirements that all rates and charges shall be reasonable, equally and fairly applied to all users of its services. All rates and charges will be filed with the Director of Aviation.
2. FBO shall, at his expense, pay all taxes and assessments against any building or other structure and personal property places on the premises.

3. All sublease agreements must receive prior written approval of the authority. The FBO shall be required to carry public liability insurance for sublessees or provide a certificate of insurance naming the Authority and lessee as named insured.

### **10.07.03 AIRCRAFT MAINTENANCE AND REPAIR**

General – This section deals with an operator wishing to engage in providing aircraft maintenance and repair on aircraft other than those owned by the operator. Section ‘A’ states the minimum standards for operators wishing to provide aircraft services allowed by the FAA under FAR Part 145 Repair Stations. Section ‘B’ states the minimum standards for operators wishing to provide aircraft services allowed by the FAA under FAR Part 43 Maintenance and Preventive Maintenance.

#### **A. Airframe and Power Plant Repair Station**

An Airframe and Power Plant Repair Station operator is an entity certified as an FAA Repair Station operating under FAR Part 145 Certificate and providing one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

#### **1. Ground Space and Improvements**

- a. Operator shall lease from the Authority an area of land on which will be erected a building (or sublease from an FBO or service operator with approval of the Authority) to provide:
  1. The table below states the minimum hangar space and maintenance space for airframe and power plant repair services and, if contemplated, to include a segregated painting area meeting local and state industrial code requirements.
  2. The table below states the minimum floor space for office, customer lounge and restrooms, which shall be properly heated and lighted and provided with a telephone facility for customer use.

	Group I Piston & Turboprop	Group II Piston & Turboprop	Group I Turbojet	Group II Turbojet	Group III Turbojet
Hangar	2250 SF	6500 SF	7500 SF	10000 SF	15,000 SF
Maintenance	250 SF	750 SF	1000 SF	1250 SF	1500 SF
Customer	Seating	Seating	200 SF	300 SF	300 SF
Office/Admin.	100 SF	100 SF	300 SF	300 SF	300 SF
Restroom	Male/Female	Male & Female	Male & Female	Male & Female	Male Female

- b. Operator shall provide or lease a paved aircraft apron within the leased area to accommodate aircraft movement from its facility to the taxiway complex.
- c. Operator shall provide vehicle parking for all employees and as a minimum, one parking space for each aircraft being repaired or maintained.
- d. Signage is required and shall meet the Airport's sign code and approval.

## 2. Scope of Service

- a. Operator shall provide service in this category eight hours daily, five days a week.
- b. Operator shall provide sufficient uniformed and trained personnel in such numbers as are required to meet the minimum standards set forth in this category, but never less than one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who hold airframe, power plant or aircraft inspector ratings and one other person not necessarily rated.
- c. Operator shall have an employee to be in the office at all times during operating hours.
- d. Operator shall provide suitable tractors, tow bars, jacks, dollies, and other equipment, supplies and parts equivalent to that required for certification by the FAA as an approved Repair Station.
- e. Operator shall have made application to the Federal Aviation Administration for Repair Station Certification on or before the start of business. This certificate shall be acquired within six months of initiation of operation.

## 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

### B. General Repair and Maintenance Of Aircraft

A general repair and maintenance facility is an entity that will operate and provide these services under the rules and regulations in FAR Part 43.

#### 1. Ground Space and Improvements

- a. Operator shall lease from the Authority an area of land on which will be erected a building (or sublease from an FBO or service operator with approval of the Authority) to provide:

1. The table below states the minimum hangar space and maintenance space for general repair and maintenance services and, if contemplated, to include a segregated painting area meeting local and state industrial code requirements.
2. The table below states the minimum floor space for office, customer lounge and restrooms, which shall be properly heated and lighted and provided with a telephone facility for customer use.

	Group I Piston & Turboprop	Group II Piston & Turboprop	Group I Turbojet	Group II Turbojet	Group III Turbojet
Hangar	2250 SF	6500 SF	7500 SF	10000 SF	15,000 SF
Maintenance	250 SF	750 SF	1000 SF	1250 SF	1500 SF
Customer	Seating	Seating	200 SF	300 SF	300 SF
Office/Admin.	100 SF	100 SF	300 SF	300 SF	300 SF
Restroom	Male/Female	Male & Female	Male & Female	Male & Female	Male Female

- b. Operator shall provide or lease a paved aircraft apron within the leased area to accommodate aircraft movement from its facility to the taxiway complex.
- c. Operator shall provide vehicle parking for all employees and as a minimum, one parking space for each aircraft being repaired or maintained.
- d. Signage is required and shall meet the Airport's sign code and approval.

## 2. Scope of Service

- a. Operator shall provide service in this category eight hours daily, five days a week.
- b. Operator shall employ a minimum of one full time person certified to perform general repair and maintenance under FAR Part 43.
- c. Operator shall provide the necessary tools and supplies required to perform the repair and maintenance on the aircraft design group that the business is intending to work on.

## 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverage and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

## **10.07.04 AVIONICS, INSTRUMENT AND PROPELLER REPAIR**

A. General - An Avionics, instrument or propeller repair facility operator is an entity engaged in the business of and providing a facility for the repair of aircraft. This category includes the sale of aircraft parts and accessories of the type repaired.

### **B. Minimum Standards**

#### **1. Ground Space and Improvements**

- a. Operator shall lease from the Authority an area of land on which shall be erected a building (or sublease from an FBO or Service Operator with an approval of the Authority) to provide:
  1. Sufficient floor space to store 2 aircraft.
  2. Adequate floor space of office, shop, customer lounge, restrooms, all properly heated and lighted, and will provide telephone facilities for customer use.
- b. Operator shall provide a paved aircraft apron within the leased area to accommodate movement of aircraft from its facility to the taxiway complex.
- c. Operator shall provide or lease a paved area sufficient to park 2 aircraft, with adequate tie-down facilities and with paved access to taxiways.

#### **2. Scope of Service**

- a. Operator shall provide service in this category eight (8) hours daily, five (5) days each week. When this facility is not manned, the operator must have arrangements to handle customer inquiries through a telephone answering machine or other message handling service.
- b. Operator shall provide sufficient trained personnel in such numbers as are required to meet the standards as set forth in this category but not less than one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed.
- c. Operator shall obtain and keep in force and effect, a ready source of supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Lessee's customers.
- c. Operator shall have a Certified Radio Repair Station Class I and II license issued by the Federal Aviation Administration.

#### **3. Insurance Coverage**

Operator shall provide certificates of insurance providing coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

#### **10.07.05 FAR PART 135/AIRCRAFT CHARTER**

##### **A. Statements of Concept**

An aircraft charter (Commercial Operator) and an air taxi operator is a person or, persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Administration.

##### **B. Minimum Standards**

###### **1. Ground Space and Improvements**

- a. Operator shall lease from the Authority an area of land on which will be erected a building (or sublease from and FBO or Service Operator with approval of the Authority) suitably provided with heating, lighting and with accommodations for an office and customer lounge to include restrooms and public telephone.
- b. Operator shall provide hangar space or lease a paved tie-down area with adequate facilities to park all required aircraft with paved access to taxiways.

###### **2. Scope of Service**

- a. Operator shall have available for charter, either owned or under written lease to operator (a copy of such an agreement shall be provided to the Authority) not less than one conventional aircraft (or 1 jet aircraft), all of which must meet the requirements of the FAR Part 135 Certificate held by the operator, including instrument operations.
- b. Operator shall have in its employ a sufficient number of qualified Commercial or Airline Transport Rated pilots.
- c. Operator shall have its services available to meet public demand for this category of service eight hours/day, five days/week.
- d. Operator shall have and provide evidence of FAA 135 and/or CAB 298 certificates.

###### **3. Insurance Coverage**

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

**10.07.06 FAR PART 121/OPERATION SPECIFICATION 135, OR FAR PART 135, SCHEDULED AIR CARRIER (10-30 SEATS)**

A. Scheduled Air Carrier Operator

1. General

- a. These Minimum Standards apply to any entity that plans to offer to the general public scheduled air carrier service in or out of the Front Range Airport, Watkins, Colorado.
- b. Scheduled Air Carrier Operator, for the purpose of these Standards, is an entity that has received a fitness determination issued by the Department of Transportation under 14 C.F.R. Part 298 and provides scheduled air transportation and operates under Federal Aviation Regulation (FAR) Part 135, or Part 121 with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.
- c. The Front Range Airport is not certificated under FAR Part 139. A Scheduled Passenger Air Carrier Operation, which is currently in operation or which is planned, and which would require the Front Range Airport to become certificated under FAR 139 either now or in the future, is prohibited from operating at the Front Range Airport.
- d. The Front Range Airport Authority will review applications for Scheduled Air Carrier Operations. The decision to approve or deny the application will be based upon conformity and compliance with these standards hereinafter set forth. Based upon a review of the application, the Airport Authority shall issue a written decision to either approve or deny the application.
- e. In the event the Federal Aviation Regulations are amended, lowering the seating minimums or any other requirement at which certification is necessary, the Airport shall not be required to seek certification. In the event the airport elects not to request certification, the operator shall either cease scheduled service or use aircraft with a seating capacity of not more than the maximum permitted for non-certificated airports.

B. Minimum Standards

1. Ground Space Improvements

- a. The applicant shall operate its business in a facility that is owned by the Airport Authority. The Authority shall be responsible for determining the location of the facility. If no existing facilities are available, then the Airport Authority may defer action on the application until adequate space is identified in the existing facility or in a newly constructed facility.
- b. Each Operator shall comply with any required provisions of FAR Part 107, "Airport Security," and provide any space as may be necessary for this purpose.
- c. Operator leased area shall include a hard surfaced, on site auto parking area sufficient to accommodate all anticipated customer and employee vehicles as well as paved aircraft apron sufficient to park at least two (2) aircraft. Operator shall include with its Application to the Authority, a detailed plan, which clearly shows size and location of facilities necessary for operation. The parking plan shall show the location that is specifically designated for vehicles associated with the scheduled service operation only, as parking for this operation will be not permitted in areas affecting other airport locations or businesses.
- d. Operator space shall comply with the requirements of the Americans With Disabilities Act (ADA)

## 2. Scope of Services

- a. Each Operator shall have in its employ or secure through contract arrangements, a sufficient number of qualified flight, ground service, and passenger service personnel as reasonably necessary to operate its service. In addition, the Operator shall provide for a mandatory training program for all flight personnel, which will familiarize all parties with the Airport's recommended flight patterns and noise abatement procedures. Each Operator shall abide by these procedures at all times consistent with safety.
- b. Each operator shall provide services to meet public demand for the category of service described in the approved plan of operations. The Operator shall maintain sufficient staff as necessary to meet service operations.
- c. If each Operator for its own convenience or if determined necessary by the Authority or mandated by the FAA, or other federal agency, the Operator shall bear the cost for:
  - i. Passenger security screening and facilities
  - ii. Construction of sterile security ramp areas
  - iii. Fire fighting equipment as may be required specifically for Operator. The Airport shall retain ownership of the equipment and maintain control over the use and operation of the personnel and equipment under this section.

- iv. Improvements to designated vehicle parking areas, Terminal and runways
  - iv. Utility improvements and fees
  - v. Compliance with the Airport Storm Water Management Plan (SWMP).
  - vi. Any additional improvements as may be required by local, state, or federal agencies.
  - vii. Any environmental studies.
  - vii. Deicing equipment and the collection, detention, and disposal of deicing chemicals. Including an engineered detention pond, which meets EPA standards.
  - viii. Any other costs associated with federal, state or local requirements, laws, rules or regulations.
  - ix. Applicant shall be responsible for all direct and indirect cost of consultants, reviews and construction.
- d. Each Operator shall have evidence of and maintain the Department of Transportation fitness findings and FAA Certificate and operations specifications appropriate for the operation.
  - e. Operator shall comply with the Minimum Standards of the Airport Authority, as amended and with the requirements of the Front Range Airport Storm Water Management Plan.
  - f. Operator shall comply with all local county and state regulations and shall implement noise abatement procedures as necessary to achieve compliance.
  - g. Operator shall secure letters from districts such as fire water & sewer addressing their ability to service the operation.

### 3. Required Basic Business Information

#### The Applicant Shall:

- a. Provide the company or corporation name, mailing address, telephone number and location of the headquarters.
- b. Provide a proposed date for commencement of operations.
- c. Provide a list, including address and telephone number, of principal owners and personnel.
- d. Provide a detailed business plan describing how the scheduled service is to be financed as is more fully described in the Application and projections for growth over a five-year period.
- e. Provide a full description of the business, including corporate organization and potential investor groups or individuals.

- f. The Airport Authority shall designate the location of the proposed operation. The Applicant shall provide to the Authority the following:
  - i. A description of the requirements and needs: size, office, hangar, and automobile parking areas to be used solely for applicant's proposed operation.
  - ii. Any other subleases required with the airport tenants or any other required improvement.

#### 4. Certification and Experience Information

The Applicant Shall:

- a. Provide a statement of past experience in the specified aviation business service or commercial aeronautical activity for which the application made in accordance with FAR-Part 135, 121 or Exemption Authority of Part 298.
- b. Describe personnel to be used, provide experience data and include copies of any applicable federal or state operating licenses or certifications.
- c. List all applicable Federal, State, or Local certifications and licenses currently held or to be obtained. At a minimum, prior to approval, Applicant must have or obtain a valid FAR Part 135 Certificate. Third party certificates will not satisfy this requirement. Include copies of currently held licenses and certifications.
- d. Describe the number of aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration (N-Number), airworthiness certificate and flight schedule numbers and copies of any applicable operating certificates.

#### 5. Financial and Marketing Information

The Applicant Shall:

- a. Provide evidence of financial responsibility from a bank or from such other source that may be readily verified through normal banking channels.
- b. Provide evidence of financial capability to initiate operations and for the construction of buildings, improvements and appurtenances and the ability to provide working capital to carry on the contemplated operation, once initiated.

- c. Provide a cash flow and a profit and loss projection for the first five years of operations together with a market analysis supporting said projections. The market analysis will include written statement addressing the following points:
    - definition of target market
    - intended market share
    - promotion technique
    - description of existing competitors
    - list of certifications and licenses to be sought, if any
    - evidence of support from potential customers
    - provide a statement of need for said service
  - d. Any information furnished under this paragraph (5) shall be considered proprietary and shall be kept confidential by the Airport Authority to the extent permitted under the provisions of C.R.S. 24-72-201 et seq., Colorado Public Records Act.
6. Fees (Subject to change by the Airport Authority):
- a. Application Fee: \$1,000.00 (To be submitted with the completed application and is non-refundable).
  - b. Landing Fee: \$0.75 per 1,000 Gross Certified Takeoff Weight or \$25.00 per landing, whichever is higher (or as may be charged in the future)
  - c. Fuel Flowage Fee: \$0.05 per gallon (or as may be charged in the future)
  - d. Environmental Clean-Up Fee: \$0.01 per gallon of fuel (or as may be charged in the future)
  - e. Passenger Facility Fee: The Airport reserves the right to apply for a Passenger Facility Charge at anytime in the future. Any such charge which has been approved by the FAA may be assessed to the operator.
  - f. Airport Rescue and Fire fighting: As required by the FAA or the Airport Authority. All fees, wages, benefits, operations and maintenance costs associated with the staffing, storage, and operation of the Airport Rescue and Fire fighting services for air carrier operations will be paid for by the Operator as its fair share.
  - g. Concessions: The Airport Authority reserves the right to charge a fee on any concessions that may be associated with this or any ancillary service in a reasonable and uniform manner.

- h. The Airport reserves the right to require a security deposit in the form of a bond or any other form of security acceptable to the Airport Authority, in such reasonable amount as may be necessary, based upon the operation contemplated and the financial ability of the applicant to carry out the proposed operation.
- i. The Front Range Airport Authority reserves the right to make any changes in the above described fee structures after 60 days written notice to the Applicant.

## 7. Insurance

Each Operator shall provide certificates of insurance prior to commencing scheduled commercial service operations, evidencing the following coverage and minimum amounts (or such additional amounts and coverage's as may be required the future):

- Aircraft Liability - \$15,000,000 minimum per occurrence – Combined Single Limit for bodily Injury and Property Damage.
- General Liability - \$15,000,000 minimum per occurrence of Combined Single Limit for Bodily Injury and Property Damage.
- Motor Vehicle Liability - If using service vehicles on the Air Operations Area or other airport property, in support of operations \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.
- Workers Compensation - as per Colorado State Law.

GENERAL NOTE: All insurance, which the Operator is required to carry and keep in force, shall include the Front Range Airport Authority, the Director of Aviation and all other Airport personnel, and the officers and agents as additional insured.

## 8. Non-Compliance

In the event the Operator fails to comply with these Minimum Standards, then the Airport Authority shall send a written statement of violation to the Operator at its last address set forth in the application. Operator shall have 3 business days, or in accordance with the terms of the lease, within which to provide a statement to the Airport Authority explaining why the violation occurred and to advise the Board that the violation has been corrected. The Airport Authority, at its own discretion, has the right to revoke the Operator's operating privileges at the Front Range Airport or may suspend the operations for such period of time as it deems necessary in order to obtain a correction of the

violation. In addition, any such violations shall be considered in renewing the Operator's application and/or approving any increase in the number of scheduled flights. Any costs incurred by the Airport Authority including but not limited to attorney fees under this paragraph, shall be paid for by the Operator.

#### **10.07.07 AIRCRAFT RENTAL**

A. General - An aircraft rental facility operator is an entity engaged in the rental of aircraft to the public.

B. Minimum Standards

1. Ground Space and Improvements

Operator shall lease from the Authority an area of land on which will be erected a building (or sublease from an FBO or Service Operator with approval of the Authority) suitably provided with heating, lighting and with accommodations for an office and customer lounge to include restrooms and public telephone.

2. Scope of Service

- a. Operator shall have available for rental, either owned or under written lease to operator (a copy of such lease shall be provided to the Authority) at least one four place single engine and at least one multi-engine aircraft; one of which shall be capable of flight under instrument conditions, and all certificated and currently airworthy.
- b. Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards in an efficient manner but never less than one (1) person having a current flight instructor rating, who shall be current in all models offered for rental.
- d. Operator shall have its premises open eight hours a day, five days each week.
- d. Operator shall provide an employee to be in attendance in the facility office at all times during the required operating hours.

3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

4. Maintenance of Aircraft

Owners and operators may engage in the maintenance of aircraft that is either owned or under written lease to the operator. Aircraft owners may hire a qualified individual to provide services for the owner's

aircraft providing this individual is a direct employee of the aircraft owner, or on occasion, an independent contractor. However independent contractors operating on the Airport on a continual basis will be required to conform to the Airports Minimum Standards for Commercial Activities.

## **10.07.08 AIRCRAFT SALES**

A. General - An aircraft sales facility operator is an entity engaged in the sale of new or used aircraft and provides such a repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

### **B. Minimum Standards**

#### **1. Ground Space and Improvements**

- a. Operator shall lease from the Authority an area of land on which will be erected a building (or sublease from an FBO or service Operator with approval of the Authority) suitably provided with heating and air conditioning and with accommodations for an office and customer lounge to include restrooms and public telephones.
- b. Operator shall provide or lease a paved area with adequate tie-down facilities to park its aircraft, with paved access to taxiways.

#### **2. Scope of Service**

- a. Operator shall provide, or have available on call, sufficient aircraft of each model offered for sale, for the purpose of demonstration.
- b. Operator shall employ, or have available on call, a sufficient number of pilots with instrument and instructor ratings, who shall be current in all models to be demonstrated.
- c. Operator shall provide necessary and satisfactory arrangement for repair and service of aircraft, but only for the duration of guarantee or warranty period.

    Servicing facilities may be provided through written agreement with any authorized Repair Station operating at the Airport.

- d. Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privilege is granted.
- e. Operator shall have its premises open and services available to meet public demand for this category of service eight hours/day, five days each week.

#### **3. Insurance Coverage**

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

#### 4. Maintenance of Aircraft

Owners and operators may engage in the maintenance of aircraft that is either owned or under written lease to the operator. Aircraft owners may hire a qualified individual to provide services for the owner's aircraft providing this individual is a direct employee of the aircraft owner, or on occasion, an independent contractor. However independent contractors operating on the Airport on a continual basis will be required to conform to the Airports Minimum Standards for Commercial Activities.

### **10.07.09 FLIGHT TRAINING**

A. General - A flight training facility operator is an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary prefatory to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved.

#### B. Minimum Standards

##### 1. Ground Space and Improvements

- a. Operator shall lease from the Authority an area of land on which will be erected a building (or sublease space from an FBO or Service Operator with approval of Authority) suitably provided with heating and air conditioning and with accommodations for customers and visitors to include office, restrooms and public telephones. In addition, adequate floor space shall be provided for classrooms, pilot briefing room and lounge.
- b. Operator shall provide or lease a paved area with adequate tie-down facilities to park its aircraft, with paved access to taxiways.

##### 2. Scope of Service

- a. Operator shall have available for use in flight training, either owned or under written lease to lessee, certified and currently airworthy aircraft, to include at least three (3) single engine type aircraft. One such aircraft shall be equipped and capable for use in instrument flight instruction.
- b. Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR 141.
- c. Operator shall have its premises open and services available to meet the public demand for this category of service eight hours/day, six days/week.

- d. Operator shall have an employee in the facility office at all times during the required operating hours.
- e. Operator may engage in the maintenance of aircraft either owned or under written lease to lessee.

### 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

### 4. Maintenance of Aircraft

Owners and operators may engage in the maintenance of aircraft that is either owned or under written lease to the operator. Aircraft owners may hire a qualified individual to provide services for the owner's aircraft providing this individual is a direct employee of the aircraft owner, or on occasion, an independent contractor. However independent contractors operating on the Airport on a continual basis will be required to conform to the Airports Minimum Standards for Commercial Activities.

## **10.07.10 GROUND SCHOOL**

A. General - A ground school operator is an entity engaged in instructing pilots as a necessary prefatory to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved.

### B. Minimum Standards

#### 1. Ground Space and Improvements

- a. Operator shall lease from the Authority a plot of land on which will be erected a building (or sublease from a Fixed Base Operator or Service Operator with approval of the Authority) suitably provided with heating and air conditioning and with accommodations for customers and visitors to include office, restrooms and public telephones. In addition, adequate floor space shall be provided for classrooms.

#### 2. Scope of Service

- a. Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR 141.
- b. Operator shall provide service in this category eight (8) hours daily, five (5) days each week. When this facility is not manned, the operator must have arrangements to handle customer inquiries through a telephone answering machine or other message handling service.

### 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

## **10.07.11 FLYING CLUB**

A. General - A Flying Club is an entity engaged in the ownership or lease of aircraft and providing flying services for its members and others.

### B. Minimum Standards

#### 1. Ground Space and Improvements

- a. Operator shall lease from the Authority a plot of land on which will be erected a building (or sublease from a Fixed Base Operator or Service Operator with approval of the Authority) with accommodations for customers and visitors to include office, restrooms and public telephone.
- b. Operator shall provide or lease adequate facilities to park aircraft.

#### 2. Scope of Service

- a. Operator shall have available for use in its services, either owned or under written lease to Operator, three certificated and currently airworthy aircraft.
- b. If Operator conducts flight training, it shall have in its employ or as members sufficient flight instructors who have been properly certificated by the FAA.
- c. Operator shall provide service in this category at least eight (8) hours a day, six (6) days a week. When the facility is not manned, the operator must have arrangements to handle customer inquiries through a telephone answering machine or other message handling service.
- d. Operator may engage in the maintenance of aircraft either owned or under written lease to lessee.

### 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

### 4. Maintenance of Aircraft

Owners and operators may engage in the maintenance of aircraft that is either owned or under written lease to the operator. Aircraft owners may hire a qualified individual to provide services for the owner's aircraft providing this individual is a direct employee of the aircraft owner, or on occasion, an independent contractor. However independent contractors operating on the Airport on a continual basis will be required to conform to the Airports Minimum Standards for Commercial Activities.

#### **10.07.12 SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES**

A. General - A specialized commercial aeronautical activity is an entity engaged in aircraft support service or in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

1. Non-stop sightseeing flights
2. Aerial photography or survey
3. Fire Fighting
4. Power line, underground cable or pipe line patrol
5. Banner Towing/Aerial Advertising
6. Other miscellaneous activities directly related to aircraft support or transportation service.

B. Minimum Standards

1. Ground Space Improvements
  - a. Operator shall sublease space and facilities adequate for its operations from a Fixed Base Operator or other tenant under lease with the Authority.
  - b. Operators providing services involving crop dusting, aerial application, other commercial use of chemicals, shall provide a centrally drained paved area of sufficient size to facilitate aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical materials. Such storage facilities shall be in allocation on the airport designated by the Authority which will provide the greatest safeguard to the public.
2. Scope of Service
  - a. When required by the nature of its operation, Operator shall provide and have based on its leasehold, either owned or under written lease to lessee, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the State of Colorado with respect to the type of activity to be performed.

- b. Operator shall provide by means of an office or a telephone, a point of contact for the public desiring to utilize the lessee's services.
- c. If an operator wishes to provide aircraft maintenance (FAR Part 43), operator shall meet the minimum standards for Section 10.07.03.B General Repair and Maintenance of Aircraft.

### 3. Insurance Coverage

Operator shall provide certificates of current insurance coverages and in the amounts specified in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

## **10.07.13 MULTIPLE COMMERCIAL AERONAUTICAL ACTIVITIES**

A. General - An Operator in this classification offers a combination of commercial aeronautical activities as defined in Sections 10.07.03 through 10.07.10. As a condition of the right to engage in any combination of activities, the Minimum Standards relevant to all of them must be met.

### B. Minimum Standards

#### 1. Ground Space and Improvements

The Minimum Standards for each commercial aeronautical activity proposed will be reviewed to insure the combined ground space and improvements required for the proposed activities adequately serve the needs of the airport and its patrons.

#### 2. Scope of Service

- a. Operator shall provide the equipment and services required to meet the minimum standards, as herein before provided for each commercial aeronautical activity for which the lessee is responsible.
- b. Operator shall adhere to the hours of operation required for each commercial aeronautical activity for which the lessee is responsible.
- c. Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each commercial aeronautical activity the lessee is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet personnel requirements for each commercial aeronautical activity being performed by of service responsibilities may not be assigned to the FAA certified repair stations.
- d. Operator shall comply with the aircraft requirements, including the equipment thereon, for each commercial aeronautical activity to be performed except as hereinafter provided.
- e. Multiple use may be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

- f. Except when performing combinations of activities for which aircraft are not required, operator shall have available and based at the Airport, either owned by or under written lease to lessee, sufficient certificated and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards as hereinbefore provided for each aeronautical activity to be operated.
- g. Operator shall have and provide evidence of all FAA FAR certificates required for its various activities.

### 3. Insurance Coverage

Operator shall provide certificates of current insurance coverage in an amount equal to the highest individual insurance requirement stipulated in Attachment 1, hereto, "Schedule of Minimum Insurance Requirements" for the commercial aeronautical services being performed.

## **10.07.14 FLIGHT INSTRUCTION**

A. General – A flight instruction operator is an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary prior to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved.

### B. Minimum Standards

#### 1. Ground Space and Improvements

Operator must make arrangements to insure that he/she may be contacted on the airport. This may be accomplished through one of the following:

- a. Leasing from the Authority an area of land on which will be erected a building (or sublease space from an FBO or Service Operator with approval of Authority) suitably provided with heating and air conditioning and with accommodations for customers and visitors to include: office(s), restrooms and public telephones.
- b. Operate through an office in co-operation with a licensed business.

#### 2. Scope of Service

- a. Operator shall have in its employ sufficient flight and ground instructors who have been properly certified by the FAA.
- b. When the operator is not available, arrangements must be made to handle customer inquiries through a telephone answering machine or other message handling service.

- c. The Operator must supply an airport business address, through which mail correspondence is possible.

### 3. Insurance Coverage

Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Attachment 1, hereto, "schedule of Minimum Insurance Requirements" and shall show the Front Range Airport as an additional insured on such policy.

## **10.08 LEASE CLAUSES**

The following clauses will be included in all lease and concession agreements authorizing commercial aeronautical activities at the Airport.

- A. In addition to the premises specifically designated for its exclusive use, this Agreement grants lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized, which right shall be exercised in accordance with the laws of the United States of America and the State of Colorado the rules and regulations promulgated by their authority with reference to aviation and air navigation and all pertinent directives, rules and regulations of the Authority.
- B. Operator shall keep and maintain at Airport, or at such other place as may be approved in writing by Administration, true and accurate books and records of its operations under the terms of any Agreement, in a form satisfactory to Administration. Such books and records as well as certified financial statements, reports of any external audits prepared for lessee and its income tax return, shall be made available to independent auditors at Airport, for inspection and copying at reasonable business hours during the term of any Agreement and for two years thereafter.
- C. Operator shall make its accommodations and/or services available to the public on fair and reasonable terms with out unjust discrimination on the basis of race, color, religion, sex, age, or national origin.
- D. Operator shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided that Operator may be allowed to make a reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- E. Operator shall maintain at its own expense all necessary permits and licenses required in the conduct of its business at the Airport.
- F. Operator shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for lessee.

- G. Operator shall observe and obey all laws, ordinances rules and regulations of the United States of America and of the State of Colorado, Adams County and the Authority which may be applicable to its operations at the Airport, and shall make no unlawful or offensive use of the leased premises.
- H. Operator shall bear all costs of its operation at the Airport and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business including, but not limited to, insurance and taxes.
- I. Operator shall provide the Authority a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of company officials who shall be available at all hours of company's operations at the Airport to perform required management functions.
- J. Operator shall conform to all applicable safety, health, and sanitary codes and shall agree to cooperate with the Authority in its Fire Prevention efforts.
- K. Operator is and shall be deemed to be an independent contractor in the conduct of its business and activities hereunder, and shall be responsible to all persons for its acts of omission or commission, and Authority shall in no way be responsible therefor. In the use of the Airport, lessee shall indemnify Authority, Adams County and the State of Colorado, their agents and employees, from any and all liability that may proximately result because of any negligence on the part of lessee's officers, agents, or employees.
- L. Operator shall furnish a payment guarantee in the form of a Performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a Bank for a Specified period, in an amount to cover its anticipated obligations for six-month period and as security for the full and faithful performance and observance by lessee of the terms, covenants, and conditions of this Agreement. Operator shall comply with the requirements of any Executive Order barring discrimination.

Further, in accordance with these requirements, lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color, or national origin; and further, lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Operator understands and acknowledges that the Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Authority, for certain Airport programs and activities, and that the Authority is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Authority operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which lessee agree:

"Operator, in its operation at and use of the Airport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21; and in the event of such discrimination; lessee agrees that the Authority has the right to take such action against lessee as the Government may direct to enforce this covenant."

#### M. Airport Development

The Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit, and without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation to provide a comparable location without any unreasonable interruption to the operator's activities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost to the operator.

#### N. Performance of Services

It is clearly understood by the operator that no rights or privileges have been granted which would operate to prevent any person, from or corporation operation aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the Rules and Regulations established by the Authority and shall be consistent by the Authority and shall be consistent with the terms of any lease or sublease of hangar space.

- O. The Authority reserves the right (but shall not be obligated to the operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the operator in this regard.

#### P. Airport Obstruction

The Authority reserves the right to take any action it considers appropriate to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the operator from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

#### Q. Subordination

The lease shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This subordination, includes, but is not limited to national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with such operators shall be suspended.

R. The operator shall hold the Authority, the Director of Aviation and all other Airport personnel and their agents harmless from and against all suits, claims, demands, actions and/or causes of action of any kind or nature in way arising out of or resulting from his tenancy and activities, and shall pay all expenses in defending any claims against the Authority by reason of his tenancy and activities.

S. Right of Entry

The Authority, or the Director of Aviation, may enter upon the premises leased to the operator at any reasonable time and for any purpose necessary, incidental to, or connected with the performance of the operator's obligations under the agreement or in the exercise of their function as Authority and Director of Aviation.

T. No Sham Affidavit

All terms and conditions with respect to this lease are expressly contained herein, and the operator agrees that no representative or agent of the Authority has made any representation or promise with respect to this lease not expressly contained herein.

U. Termination

Upon the expiration or other termination of any agreement, the operator's rights to the premises, facilities, other rights, licensed services and privileges granted in the agreement shall cease, and the operator shall, upon such expiration of termination, immediately and peacefully surrender such.

V. Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind the legal representatives, successors and assigns.

W. Subleases

In the event an operator desires to sublease space to another entity to provide one or more commercial aeronautical activities, the following conditions will apply:

1. Obtain written approval from the Authority to sublease the space and function, which approval shall not be unreasonably withheld.
2. The sub-lessee shall pay the fees prescribed by the Authority for the activity being performed.
3. Subleases shall contain, as a minimum, the above cited lease clauses C, D, & M.

## X. Exclusive Right

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended.

## Y. Affirmative Action Program

The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered sub-organizations provide assurances to the operator that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## **10.09 GUIDELINES FOR DEVELOPMENT**

### A. Lease Terms

One to forty years depending upon the magnitude of the investment and the financial terms with the lending institution.

### B. Fees

See Rates and fees.

### C. Development Criteria

#### 1. Purpose

The purpose of these Standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, hangar and other facilities to be constructed on the property referred to as Front Range Airport.

#### 2. Plan Review

The Director of Aviation shall review all Plans and Specifications of ramp, hangar and other facilities submitted pursuant to these Standards and submit a written recommendation to the Airport Authority. The Airport Authority shall then review and approve, reject or modify all plans and specifications submitted pursuant to these Standards.

#### 3. Applicability

No ramp, hangar or other facilities shall be built or modified until the Plans and Specifications for the construction of the same are submitted approved by the Airport Authority.

#### 4. Plans and Specifications Requirements

The applicant shall submit to the Airport Authority subject to their approval, two (2) copies of any proposed Plans and Specifications for the construction or modification of facilities.

##### a. A site plan indicating the location and extent of the following:

1. The size, location, dimensions and floor plan of the hangar or other buildings to be constructed.
2. The size and dimension of the ramp area and automobile parking.
3. The location and setback of the hangar or other buildings from the ramp and adjacent taxiways.
4. Ramp, hangar and automobile parking access.
5. The total square footage of the ramp, hangar and other building area, along with adequate auto parking, and the legal description thereof.
6. The location of all trees, shrubs and landscaped areas.
7. Building elevations, to include any overhangs and designation of glass or other reflective surfaces.
8. Exterior lighting and area illumination and directions of such lighting.
9. Utility and easement locations.
10. Location and height of all fences.
11. Location of all loading areas and pedestrian ways.
12. All exterior contours and types of surfaces, and construction material of all buildings.

##### b. Engineering plans and information sufficient to show:

1. Grading with existing and future elevations.
2. Drainage plans with existing and future flows and facilities.
3. Pavement surfaces and cross-sections.
4. Erosion control measures.
5. Hangar and other building construction plans as required.
6. Other engineering plans for other related items to be constructed on the property.
7. All plans and specifications will be stamped by an engineer or architect licensed to practice in Colorado, unless waived by the Authority.

#### 5. Permits and Certifications

Applicant shall state that all necessary permits, certifications and licenses required under local, state and federal requirements have been obtained, and that the applicant has complied with the Standards for development at Front Range Airport, and has read and will comply with the Rules and Regulations of said Airport. Applicant shall supply financial statements and letters of credit to the Authority.

#### 6. Standard for Review

Review pursuant to these Standards is for determining the impact of the proposal on adjacent ramp and hangar facilities and on the operation of the taxiways and runways, and other operations of the Front Range Airport. In reviewing the Plans and Specifications, the following standards shall apply:

- a. That there will be no physical interference with the operation of aircraft or adjacent ramps, hangars, taxiways or runways.
- b. That adequate access exists for aircraft to the hangar.
- c. That the hangar is of sufficient size per aircraft.
- d. That no lighting or reflections will adversely impact the operation of aircraft on adjacent ramps, hangars, taxiways or runways.
- e. That no other external effects including noise, odor, vibration, smoke, dust or gases will be of a magnitude to adversely interfere with aircraft operations.
- f. That there will be no adverse effect on the safety of aircraft operations or ground operations on any ramps, hangars, taxiways, runways, or other facilities of the Airport. No project will visually or electronically interfere with the operation of the ATCT or navigational aids on the airport.
- g. That the proposed development is consistent with the Airport Master Plan.

## 7. Procedure

The Front Range Airport Authority shall within thirty (30) business days from the date of submission of the Plans and Specifications for the construction or modification of any ramp, hangar or other facilities, either approve, approve with stipulations, or deny the said Plans and Specifications, all based upon the provisions herein set forth. The action taken hereunder shall be in writing and if denial is made, the basis for the denial shall be specified in reasonable detail. If no action is taken within sixty (60) days, the plans and specifications will be deemed approved.

## 8. Action

The decision of the Front Range Airport Authority shall be final unless the applicant requests in writing a public hearing before the Airport Authority. Such appeal request shall be filed with the Front Range Airport Authority within ten (10) days after the written decision above and the proceedings shall continue as prescribed by applicable statutes.

## 9. Approved Plans and Specifications

The applicant shall submit to the Front Range Airport Authority, two (2) copies of the approved Plans and Specifications, showing all required changes and/or amendments thereto. The Airport Authority shall return on (1) copy to the applicant under the Chairman's signature.

Prior to the construction and/or modification of any ramp, hangar or facility the Applicant must first provide the Airport with the following:

- a. Copy of "Building Permit" and any other licenses or permits necessary under Federal, State or local laws, statutes, orders or regulations.
- b. Proof of insurance from the Contractor as follows:

*Workman's Compensation	-As required by law
*Employers Liability	-\$500,000 per accident (minimum)
*Commercial General Liability Combined single limit for Bodily Injury and Property Damage	-\$500,000 each occurrence
*Motor Vehicle Liability Combined single limit for Bodily Injury and Property Damage	-\$400,000 each occurrence

Contractor's liability insurance policies shall run to the Contractor as assured and contain and agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgements, or demands for damages arising on account of injuries of whatsoever kind and character sustained by any person or persons on account of the construction of this work.

Where applicable, property damage liability must be endorsed for blasting, the collapse of or structural injury to any building or structure and damage to underground property, such as wires, conduit pipes, mains, sewers, or other similar property.

Provide waiver of subrogation of all policies.

At end of project, submit lien waiver from Contractor and one set of mylar as constructed plans.

These guidelines will be added to or modified periodically as requirements dictate.

## **10.10 STORING, HANDLING AND TRANSFERRING FUELS**

### **A. Aviation fuel**

1. No person shall dispense fuel either to the public or to private aircraft either owned by himself or others except those vendors authorized by the Director.
  2. All storage, transport and handling of fuel on airport property shall be conducted in accordance with the Uniform fire Code as well as all applicable Federal and State Laws and Regulations. Each vehicle pump or other device used for the storage, transport or handling of fuel must be licensed and inspected by the Airport Authority. Licenses will be valid for one year.
  3. The Director reserves the right to order any unauthorized fuel tanks or trucks removed from the airport property.
  4. Persons authorized by the Director of Aviation to dispense fuel will submit quarterly, a list of those qualified and training received, to the Director's Office. Any person whose training cannot be established will be banned from fueling any aircraft until such a time as the training is established. Training will correspond to NFPA pamphlet number 407. (1990)
- B. Distance from buildings. Aircraft fuel handling at the airport shall be conducted at a distance of at least fifty (50) feet from any hangar or other building, except where the location requires such fuel handling closer to existing buildings or hangars. Fuel trucks shall be parked fifty (50) feet away from all hangars and buildings at all times.
- C. Proper static grounds. During all fuel handling operations in connection with any aircraft at the airport, the aircraft and the fuel dispensing or draining apparatus shall be grounded by wire to prevent the possibility of static ignition of volatile liquids and gases.
- D. Fire extinguishers required. During fuel handling operations in connection with any aircraft at the airport, at least two fire extinguishers (15-pound or larger) or other type extinguishers approved by the fire underwriters shall always be immediately available for use.
- E. Fueling equipment. Fueling hoses and de-fueling equipment must be maintained in a safe, non-leaking condition. Fueling trucks will be kept clean and at all times free of leaks, oil and grease.
- F. Fueling when passengers are aboard. During fuel handling and transfer in connection with any aircraft, no passenger shall be permitted to remain in such aircraft unless in each case a cabin attendant is at the door and a passenger ramp is in position if the same should be required for the safe and rapid debarkation of passengers.
- G. Smoking near aircraft. Smoking is prohibited in or about any aircraft or on any ramp, apron or loading position where fueling is taking place. Only personnel engaged in fuel handling or in the maintenance and operation of the aircraft being fueled shall be permitted within a distance of fifty (50) feet of the fuel tanks of such aircraft during the fuel handling operations.
- H. Starting engines. No person shall start the engines of any aircraft where there is any type of fuel exposed on the ground under the aircraft.

- I. Fuel spills. Persons engaged in the fueling and de-fueling of aircraft shall exercise care to prevent spillage of fuel. In the event of a fuel spill, the airport Crash/Fire/Rescue Division shall be notified immediately via procedures set down by the Director of Aviation. The operator shall be fully responsible for the costs to remove said material and/or the restoration of grounds or pavements damaged or altered by the spillage.
- J. Automotive refueling. Automotive and vehicular ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the Director. No aircraft refueling apparatus shall be used for automotive refueling purposes.
- K. Persons engaging in self refueling will be required to use a designated area for this activity. Area will be defined by the Director of Aviation.
- L. Fuel farms/bulk plants
  - 1. All farms will conform to the appropriate City Fire Codes applicable NFPA standards, state and federal regulations.
  - 2. Persons or companies using any bulk plant/fuel farm are responsible for keeping yards free of weeds for a distance of five (5) feet outside of yard fences. Yards will be kept free of trash and other debris at all times.
  - 3. Under no circumstances shall a fueling vehicle be left unattended at a bulk plant during the loading or unloading process. Loading or unloading shall not be considered complete until the delivery hose is detached from both vehicle and tanks.
  - 4. Care shall be taken in filling tanks at bulk plant to ensure that they are not filled to the point where they will overflow from heat expansion.
- M. Aircraft ground power generators shall be located as far as practical from aircraft fueling points and
- N. No photo flash bulbs, electrical tools, drills, buffers or similar tools which produce sparks or arcs shall be used in the immediate vicinity of aircraft during fueling operations.
- O. Operations of radar equipment. No airborne radar equipment shall be operated or ground-tested on a public ramp and apron area or any area wherein the directional beam of high intensity (100kw or greater) radar is within 300 feet, or the low intensity beam (99kw or less) is within 100 feet of another aircraft, aircraft refueling operation, aircraft refueling truck or aircraft fuel or flammable liquid storage facility.



**FRONT RANGE AIRPORT**  
**SCHEDULE OF FEES & CHARGES**  
**FOR**  
**COMMERCIAL AERONAUTICAL ACTIVITIES**

SECTION I:

Any commercial activity, or a combination of activities, listed below require the payment of a Business License Fee. The annual fee is \$300.00.

10.07.01	General Requirements
10.07.02	Fixed Base Operator
10.07.03	Aircraft Maintenance and Repair
10.07.04	Avionics, Instrument and Propeller Repair
10.07.05	FAR Part 135/Aircraft Charter
10.07.06	FAR Part 121/Operations Specification 135 Scheduled Air Carrier (10-30 Seats)
10.07.07	Aircraft Rental
10.07.08	Aircraft Sales
10.07.09	Flight Training
10.07.10	Ground School
10.07.11	Flying Club
10.07.12	Specialized Commercial Aeronautical Activities
10.07.13	Multiple Commercial Aeronautical Activities
10.07.14	Flight Instruction

SECTION II:

BASIC RATES AND FEES

<u>ITEM</u>	<u>RATE</u>
1. Improved Land: Paved and improved aircraft aprons.	\$0.34/sq ft/yr (6 inch apron)
2. Unimproved Land: Pavement and utility access to perimeter of leased premises only. (Example: SAO bldg lots)	\$0.23/sq ft/yr
Items 1 and 2 are adjusted on an as required basis.	
3. Special Use Land:	
Grain Crop:	1/3 revenue to Airport Authority, 2/3 revenue to Lessee. Authority pays 1/3 of Fertilizer and spraying.
Hay Crop:	1/2 revenue to Airport Authority, 1/2 revenue to Lessee. Harvest expenses shared.
4. Signatory FAR Part 121 Air Carrier aircraft landing fees:	\$ .75/1,000 lb. of aircraft gross landing weight.
Non-Signatory FAR Part 121 Air Carrier aircraft landing fees:	\$ .94/1,000 lb. of aircraft gross landing weight.
5. Water tap fee:	\$5,000 + \$250 per bathroom
6. Water flowage fee:	\$2.73 per 1,000 gallons
7. Sewer tap fee:	\$5,000 + \$250 per bathroom
8. Sewer maintenance fee:	Assessed by Airport Authority
9. Office Lease Space	\$9.55/sq ft/yr., includes utilities
10. Building Lease Space	\$7.50/sq ft/yr., does not include utilities
11. Garbage pickup (free to	Tenants exceeding 64 gallon weekly allotment must make

	licensed businesses, two 32 gal. containers/week)	arrangements for garbage pickup.
12.	Tie-down Apron Space Exclusive to Aviation Service Centers (FBO's)	50% rule: Minimum of twenty (20) spaces required. Fee paid regardless of % occupancy.
13.	Fuel that is stored, handled and transferred per Section 10.10	\$.05/gallon

NOTES:

- a. All rates and fees are reviewed by and adjusted as required by the Airport Authority.
- b. In computing a requirement for: leased land area," user must consider that leased land will normally be squared off and include not only designated areas/square footage for specific operations but also additional square footage for "yardways" (space for landscaping, setbacks, security perimeters, roads, walkways, utility corridors, etc.). Yardways will normally be computed at a 15% of total square footage required for specific operational uses.

CONCESSIONAIRE & SPECIAL EVENTS

<u>ITEM</u>	<u>RATE</u>
1. Retail Shops - pilot supplies, gift shops, newsstands, aircraft	7% of gross revenue (Authority owned shop) 3% of gross revenue (Shop owned by others)
2. Rental Cars	3% of gross revenue, on or off airport rental car base of
3. Restaurant, Snack Shops	3% of gross revenue (Authority owned restaurant facility)
4. Bar/Lounge, serving liquor facility)	7% of gross revenue (Authority owned bar/lounge facility)
5. Advertising Space:	
a. Inside (Authority owned bldg)	\$50.00/sq.ft./yr
b. Outside (Authority owned bldg)	\$12.00/sq.ft./yr
6. One or two day Special Events conducted on Airport property	\$50.00 license fee, plus negotiated fixed fee
7. Short term rental of Authority owned meeting rooms, lounges, offices, etc.	\$25/hour not to exceed \$100 per day plus \$50 damage/cleaning deposit, all to be paid in advance.

Fixed Base Operators

<u>Tiedown Fees</u>	<u>Min. to Auth.</u>
Unpaved - up to \$24/mo.	50%
Paved - up to \$48/mo.	50%
Transient (SE) - \$4/day	50%
Transient (Lt. ME) - \$5/day	50%
Transient (Hvy ME) - \$6/day	50%

<u>Fuel Flowage</u>	<u>Concessions</u>
Jet/Avgas - .05/gallon	Auto Rental - 3% gross

Far Part 121/Operation Specification 135, or FAR Part 135, Scheduled Air Carrier (10-30 Seats)

Landing Fee:	\$ .75 per 1000 maximum gross landing and take off weight
Land Lease	Negotiated
Fuel Flowage Fee:	\$.05 per gallon as is included in the price of jet fuel from an airport Fixed base Operator. (Fee increases shall not, on an annual basis, exceed more than \$.02 per gallon)
Utility Fees:	Full amount of electrical, water, sanitary sewer, and storm sewer, gas, and cable TV will be paid by the licensee directly to the utility company.
Snow Removal Fee:	\$50 per hour, per piece, for removal outside of the established Authority priority, post-storm.
Airport Rescue and Firefighting:	As required by the Federal Aviation Administration or the Airport Authority, all fees, wages, benefits, operation and maintenance costs associated with the staffing, storage, and operation of Airport Rescue and Firefighting services for air carrier operations will be paid for by the operator.
Concessions:	The Airport Authority will receive 3% of the gross food sales and 7% of the gross liquor sales.

## ATTACHMENT 3

### APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES (COMMERCIAL ACTIVITY APPLICANT ONLY)

Pursuant to Section 10.05 of the Minimum Standards for Commercial Aeronautical Activities adopted by the Front Range Airport Authority, the following information must be provided.

Space has been provided for response to each question. In many cases, it may be necessary to attach the information requested. If so, please indicate as "See attached - Exhibit \_\_\_\_". Care should be taken in preparing this application as any incomplete or incorrect information may delay consideration by the Airport Authority.

Consistent with applicable law, financial information will be kept confidential. Other information submitted as a part of this Application will be made available to Airport commercial licensees upon request.

- 1) Name of Business:  
Type of Business:  
Business Address:  
  
Telephone:  
Principal Owners:
  
- 2) Proposed commencement  
date of operations:
  
- 3) Proposed Hours of  
operation:
  
- 4) Describe past experience in the specified aviation services for which application is made.

- 5) List the key personnel and their positions for the proposed operation. Include experience data, such as current resume.
- 6) List certifications and licenses currently held or to be obtained. Include copies of certifications and licenses currently held.

- 7) List number, type of aircraft and FAA registration number to be employed in proposed operations.
  
- 8) List types and amounts of insurance coverage to be maintained for proposed operations.
  
  
  
  
  
  
  
  
  
  
- 9) Provide written evidence of financial responsibility from a bank or from such other sources that may be verified through normal banking channels. This should also include major lenders or suppliers.

The applicants hereby respectfully request that the Front Range Airport Authority consider the foregoing application by \_\_\_\_\_ for permission to perform the specified aeronautical activities at Front Range Airport.

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_