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- D. Requests for variance or exemption shall be submitted in writing to the Airport and must state the specific provision(s) for which the variance or exemption is being sought as well as the following information:
1. A description of the proposed variance or exemption,
  2. The reason for the proposed variance or exemption,
  3. Identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and
  4. Identify the duration of the proposed variance or exemption.

### **311 Enforcement**

- A. The Airport, in its sole discretion, has the right to revoke the entity's privileges, for cause, or may suspend the entity's operations for such period of time as it deems necessary in order to protect the public interest and/or to obtain a correction of the violation.
- B. In the event an entity fails to comply with the Airport's Minimum Standards, the Airport shall send a written statement of violation to such entity at the address on their permit or at its last known address if no permit exists.
- C. If an appeal is not filed under Section 1.1.312, the entity shall have 10 business days from the date that the violation letter was received to provide a statement to the Airport explaining why the violation occurred and to advise the Airport that the violation has been corrected.
- D. Repeat violations or violations that are not corrected by the entity may result in penalties in accordance with City Code 14.1.211.

### **312 Disputes**

- A. Any party aggrieved by a decision of the Airport through Section 1.1.310: Variance or Exemption, or Section 1.1.311: Enforcement, may appeal (in writing) such decision to the Director of Aviation within 10 business days after such decision is issued. Rights to any appeal not submitted within the 10 day period will be waived.
1. The Director of Aviation shall respond to such written claim within 10 business days of the receipt of the claim by either making a written determination with respect to the claim, or making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the Director of Aviation's request or the claim is waived. Thereafter, the Director of Aviation shall make a written determination with respect to the claim within 10 business days after receipt of the additional information. In either case, the Director of Aviation's written determination shall be final and conclusive.
- B. Unless the aggrieved party's Agreement is suspended or revoked under Section 1.1.311, the party shall diligently continue performance of its Agreement with the Airport, in full compliance with the Airport's Minimum Standards Program, regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

**313 Rights and Privileges Reserved**

- A. In addition to the following rights and privileges, the Airport reserves the rights and privileges outlined under Federal Grant Assurances as such rights and privileges may be amended from time to time.
1. Nothing contained within the Airport’s Minimum Standards Program shall be construed to limit the use of any area of the Airport by the Airport or to prevent any federal, state or local agency from acting in its official capacities.
  2. The Airport reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
  3. The Airport (and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster, illegal conduct or negligence of others.
  4. The Airport reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or the Airport may suspend and/or revoke any privileges granted to any entity) upon determination by the Airport that such entity has not complied with the Airport’s Minimum Standards Program, applicable Regulatory Measures, directives issued by the Airport, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
  5. During time of war or national emergency, all Agreements are subject to whatever right the U.S. Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States.
  6. The Airport will not relinquish the right to take any action the Airport considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
  7. The Airport will not waive any sovereign, governmental, or other immunity to which the Airport may be entitled nor shall any provision of any Agreement be so construed.
  8. Unless otherwise stated in a separate agreement, the Airport is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.
    - a. The Airport is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development, or (b) provide matching funds to secure such funding.

9. The Airport reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Airport including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Airport and the City's mission, vision, and values.

### **314 Possible Grounds for Rejecting Application**

- A. The Airport may reject any application, request for variance or exemption, assignment, change in majority ownership or encumbrance for any of the following reasons:
  1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport as determined by the Airport in its sole discretion. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
  2. The proposed Activities and/or Improvements, as determined in the sole discretion of the Airport, will create a safety or security hazard at or on the Airport.
  3. The Airport would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Airport is unwilling and/or unable to expend or supply.
  4. The proposed activities and/or Improvements will result in a financial loss or hardship to the Airport.
  5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
  6. The occupancy, use, or development of Airport land and/or Improvements will prevent adequate access to the Leased Premises of any existing Operator, Lessee, or Sublessee.
  7. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation and/or the entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
  8. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Activity.
  9. The entity cannot obtain a bond, or other financial assurance, and insurance in the type and amounts required by the Airport for the proposed Activity.
  10. The entity seeks terms and conditions which are inconsistent with Federal Grant Assurances and/or the Airport's Minimum Standards Program.

### **315 Exclusive Rights**

- A. In accordance with the Federal Grant Assurances given to the federal government by the Airport as a condition to receiving federal funds, the granting of rights or privileges to engage in Commercial or Non-Commercial Aeronautical Activities shall not be

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construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

1. The presence on the Airport of only one entity engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Airport not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Airport should neither expect nor request that the Airport exclude other entities who also desire to engage in the same or similar Activities.
  - a. The opportunity to engage in an Activity shall be made available to those entities fully complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity.
2. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

**316 Payment of Rents, Fees, and Charges**

- A. Entity shall pay the required rents, fees, or other charges specified by the Airport for engaging in Activities.
- B. Entity's failure to remain Current in the payment of required rents, fees, charges, and other sums due and owing the Airport shall be grounds for suspension or termination of entity's Agreement authorizing the conduct of Activities at the Airport.
  1. The Airport may, at its option, enforce payment of any required rent, fee, charge, or other sums due and owing to the Airport by any legal means available to the Airport.

**317 Leased Premises**

- A. Unless specifically exempted elsewhere in these Minimum Standards, entity shall lease or sublease sufficient Contiguous Land and/or lease, sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.
  1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, Certificate of Occupancy, fire code, drainage, building and other setbacks, and Vehicle parking.
  2. Construction of any Improvements must be approved in advance by the Airport, in accordance with the Airport's requirements, and any Agency having jurisdiction.
  3. Leased Premises that are used for purposes that require public access shall have direct Landside access.
- B. Contiguous Land
  1. Unless specifically exempted under these Minimum Standards all required Improvements including, but not limited to, Apron, Paved Tiedowns, facilities

- (e.g., terminal building, Hangar, office, shop, etc.), and Vehicle parking shall be located on Contiguous Land.
2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, in accordance with Lessee's Application.
- C. Apron and Paved Tiedowns
1. Aprons and Paved Tiedowns, if required, shall be:
    - a. Contiguous and separated by no more than a Taxilane to allow taxi or tow of Aircraft without crossing a Taxiway or public roadway,
    - b. Of adequate size and weight bearing capacity with appropriate turning radius and obstruction clearances as prescribed by the appropriate FAA Advisory Circular to accommodate the movement, staging, and parking of the largest Aircraft currently utilizing and/or anticipated to utilize the Leased Premises,
    - c. Based on FAA Design Standards - any deviation from design standards shall be reviewed and must be approved by the Airport.
- D. Vehicle Parking
1. Paved Vehicle public parking shall be sufficient to accommodate all Vehicles currently utilizing or anticipated to utilize the Leased Premises on a regular basis.
  2. Paved Vehicle public parking shall be on the Leased Premises and located in close proximity to entity's primary facility.
  3. On-street Vehicle parking is not permitted.

### **318 Facility Maintenance**

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

### **319 Licenses, Permits, Certifications, and Ratings**

- A. Operator shall obtain and require that employees obtain, at Operator's or employee's sole cost and expense, and fully comply with all necessary licenses, permits,



certifications, or ratings required for the conduct of Operator's Activities as required by the Airport or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.

1. As required by the Airport or any other duly authorized Agency having jurisdiction, Operator shall keep in effect all required licenses, permits, certifications, or ratings and make such documents available to the Airport upon request.

### **320 Security**

- A. Operator shall fully comply with the Airport's security requirements, best practices and Regulatory Measures as applicable to the Leased Premises and Activities.
- B. Operator shall designate a Signature Authority for the coordination of all security procedures and communications and provide point-of-contact information to the Airport including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

### **321 Insurance**

- A. Operator shall procure, maintain, and pay all premiums for the insurance coverages and amounts required by the Airport for each Activity conducted. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Colorado or be approved in writing by the Airport.

### **322 Multiple Categories**

- A. When an Operator is engaging in Activities in more than one of the categories designated herein at the Airport, the Minimum Standards or requirements for the Operator shall be established by the Airport.
- B. The Minimum Standards or requirements for the combined categories shall not be:
  1. Less than the highest standard or requirement for each element (e.g., land, Hangar, office, shop, etc.) within the combined categories, or
  2. Greater than the cumulative standards or requirements for all of the combined categories.

## Part 4 Commercial Requirements

### 401 Introduction

- A. In addition to complying with all General Requirements specified in Section 1.3: General Requirements of these Minimum Standards, all Commercial Operators are also required to comply with the minimum standards outlined in Section 1.4: Commercial Requirements.

### 402 Experience/Capability

- A. All Commercial Operators shall demonstrate prior to issuance of a permit, and upon request during the term of their Agreement, the capability of consistently providing the required products, services, and facilities in a safe, secure and professional manner.

### 403 Products, Services, and Facilities

- A. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- B. Commercial Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility offered.
- C. Commercial Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner.
- D. Commercial Operator shall respond to all customer complaints in a timely manner.

### 404 Employees

- A. Commercial Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Commercial Operator's Activities.
- B. Commercial Operator shall have in its employ, on duty, and immediately available during hours of activity, properly trained, qualified, and courteous employees in such numbers as are required to full comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Commercial Operator.
- C. Commercial Operators who prefer to contract with individuals to staff certain Activities may do so provided that the Commercial Operator and the contract employee meet or exceed all requirements of these Minimum Standards and comply with all Regulatory Measures.

### 405 Aircraft, Equipment, and Vehicles

- A. All required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use.
  - 1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as the appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

**406 Hours of Activity**

- A. Commercial Operator's services shall be offered during hours that meet the reasonable demand of customers for the Activity.
- B. Commercial Operator hours of activity and contact information for after hours service shall be clearly posted in public view using appropriate and professional signage (not required for Mobile Maintenance Services Operator).

## Article 2 – General Aviation Aeronautical Activities

### Part 1 General Aviation Operator Permit

#### 101 Introduction

- A. Any entity engaging in General Aviation Aeronautical Activities governed by these Minimum Standards is required to hold a General Aviation Operator Permit (Permit).

#### 102 Application

- A. Prior to engaging in any governed Aeronautical Activity at the Airport, an Application must be submitted and a GA Operator Permit issued.
- B. Applicant shall submit all of the information required on the Application and thereafter shall submit any additional information or data requested by the Airport in order to fully evaluate the proposed Activity.
- C. Following review and approval by the Airport and subject to the applicant fully complying with all requirements, a General Aviation Operator Permit will be issued by the Airport.
- D. Prior to changing or expanding permitted Activities or engaging in any new Activity, Operator shall complete and submit an Application to, and receive a new or revised General Aviation Operator Permit from the Airport.

#### 103 Approved General Aviation Operator Permit

- A. The General Aviation Operator Permit will serve as written authorization for an Operator to engage in one or more specific Aeronautical Activities at the Colorado Springs Airport. These Minimum Standards will be incorporated into each General Aviation Operator Permit by reference, and shall govern all Activities authorized under said Permit unless a specific variance or exemption is granted in writing by the Airport.
- B. The General Aviation Operator Permit will be valid for the time period indicated on the face of the Permit as long as Operator meets the following requirements:
  - 1. The information submitted by Operator is and remains current. Operator shall notify the Airport in writing within 10 business days of any change to the information submitted by Operator.
  - 2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the General Aviation Operator Permit.
- C. The General Aviation Operator Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.

## Part 2 Full Service Fixed Base Operator (FSFBO)

### 201 Introduction

- A. A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of the following products and services:
  - 1. The renting or subleasing of facilities to Aircraft Operators,
  - 2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
  - 3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
  - 4. Aircraft parking, Hangar, office, and shop,
  - 5. Aircraft Maintenance (see Section 1.2.202A5) service, and
  - 6. Two of the three following additional Activities:
    - a. Avionics Instruments Services,
    - b. Aircraft Rental Services and/or Flight Training Services, or,
    - c. Aircraft Management and/or Charter Services.
- B. FSFBO can meet the requirements in 5 and 6 above with their staff and equipment or by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category and operates at the Airport.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FSFBO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### 202 Scope of Activity

- A. FSFBO's products and services shall include the following:
  - 1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants with:
    - a. Fuel delivery and dispensing, upon request, into any General Aviation Aircraft using the Airport,
    - b. The ability to deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into any Air Carrier and government aircraft using the Airport,
    - c. A response time of no more than 15 minutes from the time of the customer's request (not applicable outside of required hours of activity or in circumstances that are beyond the control of FSFBO).
  - 2. Passenger and crew services including:
    - a. Courtesy transportation for passengers, crew, and baggage,
    - b. Baggage handling and other related Aircraft arrival and departure services,
    - c. The ability to make crew and passenger ground transportation (e.g., limousine, shuttle, rental car, etc.) and accommodation (e.g., hotel or motel) arrangements,
    - d. The ability to make Aircraft catering arrangements.
  - 3. Aircraft ground service, support, and amenities to include:
    - a. Meeting, directing and parking of all Aircraft arriving on FSFBO's owned, leased, or managed Apron with the exception of Aircraft having a designated parking (Tiedown or Hangar) space during normal hours of operation,

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- b. Parking and Tiedown of Aircraft upon the FSFBO's owned, leased, or managed Apron,
  - c. Hangar storage of Aircraft upon the FSFBO's Leased Premises, to include in-out (Aircraft towing) service,
  - d. The ability to provide Aircraft ground power service (AC and DC),
  - e. Aircraft Deicing Services (directly or indirectly through arrangement with an authorized Operator),
  - f. Lavatory services, potable water services, and basic Aircraft interior cleaning services,
  - g. Oxygen, nitrogen, and compressed air services (directly or indirectly through arrangement with an authorized Operator).
4. Aircraft Storage Service
- a. FSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing to the public, Aircraft storage facilities and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
5. Aircraft Maintenance Services, FSFBO shall:
- a. Provide Aircraft Maintenance services for Piston and Turboprop Aircraft,
  - b. Provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft,
  - c. FSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for Fixed Maintenance Services Operator (Section 1.2.4) and/or Mobile Maintenance Services Operator (Section 1.2.5).

**203 Leased Premises**

- A. FSFBO shall have adequate land and Improvements to accommodate all Activities of the FSFBO and all approved Sublessees, but not less than the following:
- 1. Contiguous Land - eight acres (348,480 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 2. Apron - shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Director of Aviation), but shall not be less than 30% of leased area and shall be located immediately adjacent to FSFBO's primary facility.
  - 3. Terminal Building - 1,400 square feet Customer area shall include adequate space for customer and crew lounge(s), flight planning room, kitchen and vending, conference room, public use telephones, public restrooms, and a crew bathroom/shower and shall be in accordance with Operator's Application. Administration area shall include adequate space for employee offices, work areas, and storage and shall be in accordance with Operator's Application.
  - 4. Aircraft storage - 55,000 square feet of fully enclosed Hangar space in accordance with Operator's Application.

**204 Fuel Storage**

- A. FSFBO shall own or lease and operate a Fuel Storage facility in a location approved by the Airport.
- B. In no event shall the total storage capacity be less than:
  - 1. 12,000 gallons for Jet Fuel storage,
  - 2. 12,000 gallons for Avgas storage,
  - 3. FSFBO shall have adequate and proper storage for waste Fuel or test samples or the capability to recycle same.
- C. FSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- D. FSFBO shall establish and maintain a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for FSFBO's Fuel Storage Facilities and Activities. An updated copy of the SPCC Plan shall be provided to the Airport at any time upon request or at least 30 calendar days prior to any scheduled changes in operations.
- E. FSFBO shall establish an SOP for Aircraft Fueling and ground handling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321, AC 00-34A "Aircraft Ground Handling and Servicing", and applicable Regulatory Measures. FSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those related to Fuel spills and fires. FSFBO's SOP shall be provided to the Airport upon request.
- F. FSFBO shall be liable and shall defend, indemnify, save, protect, and hold harmless the Airport for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
- G. Fuel delivered, stored, or dispensed by FSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FSFBO.
- H. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 1. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all applicable Advisory Circulars (ACs),
  - 2. City of Colorado Springs – International Fire Code (IFC) as amended by City Code,
  - 3. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

**205 Fueling Reports**

- A. On or before the 20th calendar day of the subsequent month, FSFBO shall provide a summary report to the Airport identifying the number of gallons of aviation Fuel purchased by FSFBO by Fuel type and pay the appropriate fuel flowage fee to the Airport at the Airport administrative offices.
- B. FSFBO shall at all times, maintain books and records for a period not less than 3 years. The Airport shall have the right, through its representatives and at reasonable times, to inspect, examine, and audit all books, records and fuel meters within five (5) days of

receipt of notice by Airport to conduct such audit. All such books and records will be made available to the Airport for at least three years following any month when fuel was dispensed or purchased. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to FSFBO and the amount of fuel dispensed by FSFBO, the greater amount shall prevail and the FSFBO shall promptly pay all additional fees due and owing the Airport, including interest on the unpaid balance at a rate established by the Airport; not to exceed the maximum allowable by law.

## 206 Refueling Vehicles and Equipment

- A. FSFBO shall have two Jet Fuel Refueling Vehicles with one having a capacity of at least 5,000 gallons.
- B. FSFBO shall have one Avgas Refueling Vehicle with a capacity of at least 750 gallons.
- C. Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles shall be bottom loaded.
- D. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  1. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport",
  2. City of Colorado Springs – International Fire Code (IFC) as amended by City Code,
  3. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

## 207 Other Vehicles and Equipment

- A. FSFBO shall own (or be able to use through arrangement) the following ground support Equipment:
  1. One Apron Vehicle to provide transportation of customers and baggage on the Apron and serve as a follow-me Vehicle,
  2. One Courtesy Vehicle capable of accommodating 6 passengers (in addition to the apron vehicle),
  3. Two Aircraft towing Vehicles (and tow bars/heads) with at least one Aircraft towing Vehicle having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport,
  4. One ground power unit capable of providing electricity to direct current (DC) powered Aircraft,
  5. One air stair unit, one baggage belt unit, and one deicing unit,
  6. One lavatory service cart and one potable water unit,



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7. One oxygen cart, one nitrogen cart, and one compressed air unit,
8. Adequate wheel chocks for Aircraft parking in open Apron areas and Equipment for securing Aircraft,
9. Aircraft Tiedowns, FSFBO shall have ropes, chains, and/or other types of Aircraft restraining devices which are required to safely secure Aircraft as described in AC 20-35C,
10. Spill kits including one mobile unit per contiguous Apron area (owned, leased, and/or managed by the FSFBO) with the necessary Equipment and materials to contain a Fuel spill and restrict it from flowing into drains or other areas,
11. Fire extinguishing units, in an adequate number and type to meet all Regulatory Measures, in all Hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles.

**208 Hours of Activity**

- A. FSFBO services shall be continuously offered and available between the hours of 6:00 a.m. and 10:00 p.m. to meet the reasonable demands of customers, 7 days a week including holidays.
  1. These services shall be available at all other times, on-call, with response time not to exceed one hour.

**209 Employees**

- A. FSFBO shall have one supervisory line service technician.
- B. FSFBO shall have at least one line service technician on each shift to provide Aircraft Fueling, parking, and ground servicing and support.
- C. All line service technicians shall be properly trained and qualified to provide the services required.
- D. FSFBO shall have at least one properly trained and qualified customer service representative on each shift to provide customer service and support (line service technician or supervisor can fulfill this responsibility if needed).

**210 Licenses and Certification**

- A. FSFBO shall comply with all aviation fuel fire safety training requirements as specified in FAR Part 139.321.

**211 Aircraft Removal**

- A. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, FSFBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the Airport or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport.

## Part 3 Limited Service Fixed Base Operator (LSFBO)

### 301 Introduction

- A. A Limited Service Fixed Base Operator (LSFBO) is a Commercial Operator engaged in the sale of the following products and services:
  - 1. The renting or subleasing of facilities to Aircraft Operators,
  - 2. The sale of Aviation fuels (Jet Fuel and Avgas) and Lubricants to Aircraft Operators located within the LSFBO's **Leased Premises only**,
  - 3. Aircraft Maintenance services (see Section 1.2.302A3) and
  - 4. Two of the three following additional Activity categories:
    - a. Avionics Instruments Services,
    - b. Aircraft Rental Services and/or Flight Training Services, or
    - c. Aircraft Management and/or Charter Services.
- B. LSFBO can meet the requirements in 3 and 4 above with their staff and equipment or by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each LSFBO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### 302 Scope of Activity

- A. LSFBO's products and services shall include the following:
  - 1. Aviation Fuels (Jet Fuel and Avgas) with:
    - a. Fuel delivery and dispensing, upon request, into any General Aviation Aircraft using the Airport, and
    - b. A response time of no more than 15 minutes from the time of the customer's request (not applicable outside of required hours of activity or in circumstances that are beyond the control of LSFBO), or
    - c. A fixed self-dispensing Fueling station.
  - 2. Aircraft Storage Service
    - a. LSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing to the public, Aircraft storage facilities and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
  - 3. Aircraft Maintenance services, LSFBO shall:
    - a. Provide Aircraft Maintenance services for Piston and Turboprop Aircraft,
    - b. Provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft,
    - c. LSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for Fixed Maintenance Services Operator (Section 1.2.4) and/or Mobile Maintenance Services Operator (Section 1.2.5).

**303 Leased Premises**

- A. LSFBO shall have adequate land and Improvements to accommodate all Activities of the LSFBO and all approved Sublessees, but not less than the following:
1. Contiguous Land - eight acres (348,480 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  2. Apron - shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Director of Aviation), and shall be located immediately adjacent to LSFBO's primary facility.
  3. Terminal Building - 1,400 square feet; Customer area shall be in accordance with Operator's Application. Administrative area shall include adequate space for employee offices, work areas, and storage and shall be in accordance with Operator's Application. LSFBO shall provide rental (leasable) office space in accordance with Operator's Application.
  4. Aircraft storage - 105,000 square feet of fully enclosed Hangar space in accordance with Operator's Application.

**304 Fuel Storage**

- A. LSFBO shall own or lease and operate a Fuel Storage facility in a location approved by the Airport.
- B. In no event shall the total storage capacity be less than:
1. 12,000 gallons for Jet Fuel storage,
  2. 12,000 gallons for Avgas storage,
  3. LSFBO shall have adequate and proper storage for waste Fuel or test samples (or the capability to recycle same).
- C. LSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- D. LSFBO shall establish and maintain a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for FSFBO's Fuel Storage Facilities and Activities. An updated copy of the SPCC Plan shall be provided to the Airport at any time upon request or at least 30 calendar days prior to any scheduled changes in operations.
- E. LSFBO shall establish and maintain a SOP for Aircraft Fueling and ground handling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321, AC 00-34A "Aircraft Ground Handling and Servicing", and applicable Regulatory Measures. LSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those related to Fuel spills and fires. LSFBO's SOP shall be provided to the Airport upon request.
- F. LSFBO shall be liable and shall defend, indemnify, save, protect, and hold harmless the Airport for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
- G. Fuel delivered, stored, or dispensed by LSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of LSFBO.

- H. Fuel storage facilities shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
- I. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all applicable Advisory Circulars (ACs),
- J. City of Colorado Springs – International Fire Code (IFC) as adopted by City Code,
- K. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

### 305 Fueling Reports

- A. On or before the 20th calendar day of the subsequent month, LSFBO shall provide a summary report to the Airport identifying the number of gallons of aviation Fuel purchased by LSFBO by Fuel type and pay the appropriate fuel flowage fee to the Airport at the Airport administrative office.
- B. LSFBO shall at all times, maintain books and records for a period not less than 3 years. The Airport shall have the right, through its representatives and at reasonable times, to inspect, examine, and audit all books, records and fuel meters within five (5) days of receipt of notice by Airport to conduct such audit. All such books and records will be made available to the Airport for at least three years following any month when fuel was dispensed or purchased. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to LSFBO and the amount of fuel dispensed by LSFBO, the greater amount shall prevail and the LSFBO shall promptly pay all additional fees due and owing the Airport, including interest on the unpaid balance at a rate established by the Airport; not to exceed the maximum allowable by law.

### 306 Refueling Vehicles and Equipment

- A. LSFBO shall have one Jet Fuel Refueling Vehicle (bottom loaded) with a capacity of at least 2,000 gallons, and
- B. LSFBO shall have one Avgas Refueling Vehicle (bottom loaded) with a capacity of at least 750 gallons, or
- C. A fixed Jet Fuel and Avgas self-dispensing Fueling system. The location of the system shall be approved by the Airport. In addition, the system shall:
  - 1. Be available and maintained by LSFBO for public Commercial use,
  - 2. Have adequate lighting and signage, and
  - 3. Have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.
- D. All Refueling Vehicles and Equipment shall be equipped with metering devices that meet all applicable Regulatory Measures.
- E. All Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 1. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport",

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2. City of Colorado Springs – International Fire Code (IFC) as amended by City Code,
3. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

**307 Hours of Activity**

- A. LSFBO Fuel delivery and dispensing services shall be continuously offered and available:
  1. Between the hours of 6:00 a.m. and 10:00 p.m., 7 days a week including holidays; all other times (after hours), on-call, with response time not to exceed one hour (if fuel delivery and dispensing services are offered by LSFBO), or
  2. 24 hours a day, 7 days a week if a self-dispensing Fueling system is offered.

**308 Employees**

- A. Employees, while on duty, shall be clean, neat in appearance, courteous, and properly uniformed. Uniforms shall identify the name of the LSFBO and the employee. Management and administrative employees shall not be required to be uniformed.

**309 Licenses and Certification**

- A. LSFBO shall comply with all aviation fuel fire safety training requirements as specified in FAR Part 139.321.

**Part 4 Fixed Maintenance Services Operator (FMSO)****401 Introduction**

- A. A Fixed Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FMSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

**402 Leased Premises**

- A. Operator engaging in this activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
- B. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
- C. Facilities shall include customer/administrative, shop, and Hangar areas.
  - 1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
  - 2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
  - 3. Hangar area shall be able to accommodate the largest aircraft being serviced.
- D. The requirements of Section 1.2.402C may be met through a cooperative agreement with another entity.
  - 1. This agreement shall be in writing and available upon request by the Airport.

**403 Vehicles and Equipment**

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

**404 Maintenance Activities Involving Air Carrier Aircraft**

- A. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

## **Part 5 Mobile Maintenance Services Operator (MMSO)**

### **501 Introduction**

- A. A Mobile Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport subject to the following limitations:
  - 1. Limitations
    - a. MMSO may only provide Aircraft Maintenance to Based Aircraft.
    - b. MMSO shall not provide service to Transient Aircraft unless under contract to FSFBO, LSFBO or FMSO.
    - c. MMSO shall not solicit business from Transient Aircraft at any time.
  - 2. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each MMSO shall fully comply with the following Minimum Standards set forth in this section.

### **502 Authorization and Restrictions**

- A. A MMSO must have written approval from the Primary Lessee if the area where maintenance is to be performed is within a leased premise, or from the Airport if outside of a leased premise. The written approval must be signed by an authorized representative of the Primary Lessee or the Airport and include any conditions or restrictions placed on the Activity.
- B. Operator shall keep a copy of the approval/restrictions letter together with their GA Operator Permit with them at all times while performing work on the Airport. The Operator will provide the permit and the letter to the Airport upon request.
- C. MMSO Activities must meet the requirement of Section 1.1.319 and all applicable Regulatory Measures.

### **503 Vehicles and Equipment**

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

### **504 Maintenance Activities Involving Air Carrier Aircraft**

- A. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

## Part 6 Avionics Instrument Services Operator (AISO)

### 601 Introduction

- A. An Avionics Instrument Services Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AISO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### 602 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
  - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
  - 2. Facilities shall include customer/administrative areas and shop.
    - a. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, employee offices, work areas, and storage.
    - b. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
  - 3. If Operator is performing services that require a Hangar, facilities shall include Hangar area and accommodate the largest aircraft being serviced.
- B. The requirements of Section 1.2.602A may be met through a cooperative agreement with another entity.
  - 1. This agreement shall be in writing and available upon request by the Airport.

### 603 Employees

- A. Operator shall employ at least one technician who shall be available during required hours of activity.

### 604 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.



## Part 7      **Aircraft Rental Services Operator (ARSO) or Flight Training Services Operator (FTSO)**

### 701      **Introduction**

- A.      An Aircraft Rental Services Operator and a Flight Training Services Operator are defined as follows:
  - 1.      An Aircraft Rental Services Operator is a Commercial Operator engaged in the rental of Aircraft to the public at (on) the Airport.
  - 2.      A Flight Training Services Operator is a Commercial Operator engaged in providing flight instruction to the public at (on) the Airport. A person who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.
- B.      An Operator can combine ARSO and FTSO services or provide either one independent from the other.
- C.      In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each ARSO and FTSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### 702      **Leased Premises**

- A.      Operator engaging in one or both of these Activities shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
  - 1.      Contiguous Land and facility requirements shall be in accordance with Operator's Application.
  - 2.      Facilities shall include adequate space for a customer lounge, public use telephone and restrooms.
- B.      The requirements of Section 1.2.702A may be met through a cooperative agreement with another entity.
  - 1.      This agreement shall be in writing and available upon request by the Airport.
- C.      Operator engaging in one or both of these Activities who also engages in Aircraft Maintenance shall comply with all applicable Regulatory Measures and have adequate facilities (e.g., Hangar, office, shop, etc.) for such activities:
  - 1.      If ARSO/FTSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the ARSO/FTSO, additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and ARSO/FTSO Application, shall be required.
  - 2.      If ARSO/FTSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

### 703      **Employees**

- A.      Aircraft Rental Services Operators shall have at least one licensed flight instructor to provide check rides to customers who want to rent aircraft.

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

**704 Aircraft and Equipment (applies to fixed wing or helicopter)**

- A. Flight Training Services Operators shall have at least two properly certified and airworthy Aircraft available for use. All Aircraft available for customer use shall be owned or leased by the Operator.
- B. Flight Training Services Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.
- C. Flight Training Services Operator's aircraft shall be appropriately equipped for the courses being taught.

**705 Hours of Activity**

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Operator services shall be available all other times (after hours) by prior arrangement.

**706 Insurance Disclosure Requirement**

- A. Operator shall post a notice and incorporate within the rental and instruction agreements identifying the insurance coverages available to such renter or student through the purchase of an individual non-ownership liability policy. Upon request, Operator shall provide a copy of such notice to the Airport.

## **Part 8 Aircraft Management Services Operator (AMSO) or Aircraft Charter Services Operator (ACSO)**

### **801 Introduction**

- A. An Aircraft Management Services Operator and an Aircraft Charter Services Operator are defined as follows:
  - 1. An Aircraft Management Services Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.
  - 2. An Aircraft Charter Services Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AMSO and ACSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### **802 Leased Premises**

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
  - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
  - 2. Facilities shall include adequate space for a customer lounge, public use telephone and restrooms.
- B. The requirements of Section 1.2.802A2 may be met through a cooperative agreement with another entity.
  - 1. This agreement shall be in writing and available upon request by the Airport.
- C. Operator engaging in this Activity who also engages in Aircraft Maintenance shall comply with the following:
  - 1. If AMSO/ACSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the AMSO/ACSO, additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and AMSO/ACSO Application, shall be required.
  - 2. If AMSO/ACSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

### **803 Aircraft and Equipment**

- A. Aircraft Charter Services Operator shall provide at least one certified and continuously airworthy Aircraft that is either owned or under a written lease to the Operator.

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- B. Aircraft Charter Services Operator Aircraft (other than helicopters restricted to Visual Flight Rule operations) shall be equipped for and fully capable of flight under instrument conditions.

**804 Hours of Activity**

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Aircraft Charter Services Operator shall be able to initiate a flight within four hours of a prospective customer's inquiry or as soon as crew duty day, flight hour requirements and crew limitations will allow - notwithstanding circumstances beyond Operator's control.

## **Part 9 Aircraft Storage Services Operator (ASTO)**

### **901 Introduction**

- A. An Aircraft Storage Services Operator is a Commercial Operator that owns or leases an Aircraft storage facility and/or associated office or shop space on the Airport and leases such space to another entity.

Note: Entities that lease facilities exclusively for a term of a year or more are exempt from the requirements of this section.

- B. In addition to fully complying with the requirements set forth in Section 1.1.3 and Section 1.1.4, each ASTO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### **902 Leased Premises**

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
  2. Facilities shall include Aircraft storage which shall be a minimum of 10,000 square feet of fully enclosed Hangar space.

### **903 Hours of Activity**

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

## **Part 10 Other Aeronautical Services Operator (OASO)**

### **1001 Introduction**

- A. This section pertains to miscellaneous Aeronautical Services that do not fall into categories defined elsewhere in this Minimum Standards Program. Minimum Standards for these Activities are established by the Airport on a case by case basis and are permitted through this section. Examples of such activities are listed below:
  - 1. Limited Aircraft services and support (interior cleaning, washing, propeller repair, etc.),
  - 2. Sightseeing flights within a 25 statute mile radius of the Airport,
  - 3. Aerial photography or survey flights.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, an OASO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

### **1002 Leased Premises**

- A. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the Airport, to accommodate all Activities of Operator and all approved Sublessee(s).
  - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
  - 2. Facilities shall be adequate for the permitted Activity.
- B. The requirements of Section 1.2.1002A may be met through a cooperative agreement with another entity.
  - 1. This agreement shall be in writing and available upon request by the Airport.

### **1003 Employees**

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

### **1004 Aircraft, Vehicles, and Equipment**

- A. Operator shall either own or lease a sufficient number of Aircraft, Vehicles and/or Equipment for the permitted Activity.
- B. Operator shall have sufficient materials and/or supplies available to support the Activity.

### **1005 Hours of Activity**

- A. Operators services shall be available to meet the reasonable demands of customers for the Activity.

## **Part 11 Temporary Specialized Aviation Services Operator (TSASO)**

### **1101 Introduction**

- A. When a service is required but is not available at the Airport through existing Operators, or a new service is proposed and the Airport agrees to allow a pioneering period to evaluate it, the Airport may issue a temporary permit for said activity.

### **1102 General**

- A. TSASO permits will be issued for a specific period of time, typically no more than 30 calendar days.
- B. A TSASO shall fully comply with all requirements for the permitted Activity and limit the service provided to the entity, area, and time period identified in the Permit.
- C. A TSASO shall comply with the General Requirements in Section 1.1.3 and Section 1.1.4. Any requirements that are not applicable to the proposed TSASO will be listed by the Airport on the Permit.

## Part 12 Non-Commercial Fueling Operator

### 1201 Introduction

- A. A Non-Commercial Fueling Operator is an Operator who engages in either Self-Fueling as an individual or Co-Op Fueling through an organization of tenants.
  - 1. Self-Fueling is defined as the Non-Commercial Fueling of an Aircraft by the Aircraft Owner or the Owner’s Employees using the Aircraft Owner’s vehicles, equipment and resources.
  - 2. Co-Op Fueling is an organization of tenants of a single contiguous leasehold who have entered into an approved agreement for Non-Commercial Fueling, including the purchase, storage and dispensing of fuel to eligible members of the cooperative.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3, each entity engaging in Non-Commercial Fueling at the Airport shall fully comply with the Minimum Standards set forth in this section.

### 1202 Permit/Approval

- A. No entity shall engage in Non-Commercial Fueling unless a valid General Aviation Operator Permit authorizing such activity has been obtained from the Airport.

### 1203 Fueling Reports

- A. On or before the 20<sup>th</sup> calendar day of the subsequent month, Non-Commercial Fueling Operator shall provide a summary report to the Airport identifying the number of gallons of aviation fuel purchased by Fueling Operator by fuel type and pay the fuel flowage fee (as adopted by City ordinance) due to the Airport at the Airport administrative office.
- B. Non-Commercial Fueling Operator shall at all times, maintain books and records for a period not less than 3 years. The Airport shall have the right, through its representatives and at reasonable times, to inspect, examine, and audit all books, records and fuel meters within five (5) days of receipt of notice by Airport to conduct such audit. All such books and records will be made available to the Airport for at least three (3) years following any month when fuel was dispensed or purchased. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Non-Commercial Fueling Operator and the amount of fuel dispensed by Non-Commercial Fueling Operator, the greater amount shall prevail and the Non-Commercial Fueling Operator shall promptly pay all additional fees due and owing the Airport, including interest on the unpaid balance at a rate established by the Airport; not to exceed the maximum allowable by law.

### 1204 Fuel Storage

- A. Non-Commercial Fueling Operator shall demonstrate that satisfactory arrangements have been made for the storage of fuel as follows:
  - 1. In a designated fuel storage area approved by the Airport and Agencies having jurisdiction.
    - a. Entities authorized by the Airport shall lease land and construct or install a fuel storage facility in a location approved by the Airport.



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- b. In no event shall the total storage capacity be less than 12,000 gallons for Jet A and 10,000 gallons for Avgas (or greater than 20,000 for each type).
- B. Non-Commercial Fueling Operator shall have adequate and proper storage for waste fuel or test samples (or the capability to recycle same).
- C. Non-Commercial Fueling Operator shall be liable and shall defend, indemnify, save, protect, and hold harmless the Airport for all leaks, spills, or other damage that may result through the handling, storage, and dispensing of Fuel.
- D. Fuel delivered/dispensed by Non-Commercial Fueling Operator shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Non-Commercial Fueling Operator.
- E. Prior to engaging in Non-Commercial Fueling, Non-Commercial Fueling Operator shall provide the Airport with a written SPCC Plan that meets all applicable Regulatory Measures for fuel storage facilities and activities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 calendar days prior to any planned change in operations.
- F. Non-Commercial Fueling Operator shall develop and maintain SOP's for aircraft fueling and shall ensure compliance with 14 CFR, Part 139, Airport Certification, Section 139.321, AC 00-34A, entitled "Aircraft Ground Handling and Servicing", and applicable Regulatory Measures. Non-Commercial Fueling Operator's SOP shall include fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures, including those related to fuel spills and fires. Non-Commercial Fueling Operator's SOP shall be provided to the Airport upon request.
- G. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - 1. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all applicable Advisory Circulars (ACs),
  - 2. City of Colorado Springs – International Fire Code (IFC) as adopted by City Code,
  - 3. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

**1205 Refueling Vehicles and Equipment**

- A. If Non-Commercial Fueling Operator's fuel storage facility is located on a non-contiguous leased premise (in a designated fuel storage area) Non-Commercial Operator shall utilize a single refueling vehicle for each type of fuel to be dispensed.
  - 1. Avgas refueling vehicles shall have a minimum capacity of 750 gallons and maximum capacity of 1,500 gallons.
  - 2. Jet refueling vehicles shall have a minimum capacity of 2,000 gallons and a maximum capacity of 3,000 gallons.
  - 3. Refueling vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. All refueling vehicles shall be capable of bottom loading.

- B. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
1. Federal Aviation Administration - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" and all Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport",
  2. City of Colorado Springs – International Fire Code (IFC) as amended by City Code,
  3. National Fire Protection Association (NFPA) 407, Standards for Aircraft Fuel Servicing.

### **1206 Enforcement**

- A. Any violations of this Section 1.2.12: Non-Commercial Fueling Activities will be handled in accordance with Section 1.1.311: Enforcement.

### **1207 Non-Commercial Self-Fueling**

- A. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, an Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). This section outlines the requirements of a Non-Commercial Self-Fueling Operator:
1. Prior to issuance and subsequently upon request of the Airport, a Non-Commercial Self-Fueling Operator shall provide evidence of ownership or lease of any Aircraft being operated and fueled by Self-Fueling Operator. Evidence of ownership or lease must demonstrate proof that the Aircraft is under full and exclusive control of the Non-Commercial Self-Fueling Operator.
  2. Self-Fueling shall be restricted to the Aircraft listed on the Permit.
  3. The Self-Fueling Operator shall comply with audit procedures established by the Airport.

### **1208 Non-Commercial Co-Op Fueling**

- A. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, this section outlines the requirements that must be met before the Airport may permit the establishment of a Non-Commercial Fuel Co-Op. Those requirements are as follows:
1. The Co-Op fueling facility shall be located on the leasehold occupied by the Co-Op members.
  2. The Co-Op must be composed only of tenants and/or subtenants of a single contiguous leasehold who have entered into a Cooperative Agreement.
  3. Co-Op fueling must be restricted to Aircraft owned or leased by members of the Co-Op and that are based in a hangar on the leasehold.
    - a. Co-Op fueling shall be limited to the number of Co-Op member's Aircraft that can fit into the Co-Op member's hangar space at any one time.

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4. The fuel cooperative shall comply with audit procedures established by the Airport.